



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JULY 21, 2022
6:30 PM**

COUNCIL

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

ADMINISTRATION

- ☐ Village Manager Michael Bornstein
- ☐ Village Attorney Glen Torcivia
- ☐ Village Clerk Kimberly Wynn

If a person decides to appeal any decision made by the Council concerning any considered matter, they will need a record of the proceeding. For such purposes, they may need to ensure that a verbatim record of the proceedings is available. The recording includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

1. **Minutes:** Approve the June 9, 2022 Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

2. **Minutes:** Approve the July 7, 2022, Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk
3. **Appointment to the Library Advisory Board:** Approve appointment of Mr. Rick DiRienzo as a Regular member of the Library Advisory Board to serve an unexpired three-year term ending May 14, 2023. If approved, there will be a vacancy for one (1) Senior Alternate and one (1) Junior Alternate member to serve a three-year term on the Library Advisory Board.
Staff: Kimberly Wynn, Village Clerk
4. **Resolution No. 2022-26- Utilizing the Palm Beach County League of Cities Infrastructure Surtax Citizens Oversight Committee:** Approve Resolution No. 2022-26 to use the Palm Beach County League of Cities Infrastructure Surtax Citizens Oversight Committee; superseding Resolution No. 2017-06 that established membership to Village of Palm Springs Infrastructure Surtax Citizen Oversight Committee.
Staff: Kimberly Glas-Castro, Assistant Village Manager
5. **Work Authorization No. CD-U04 (Task Order No. 304) Water Well #13 Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Centerline Drilling, Inc.:** Approve Work Authorization No. CD-U04 (Task Order No. 304) with Centerline Drilling, Inc. piggybacked off the current Town of Jupiter Surficial Well Rehabilitation Program (ITB# W2111-0-2020 - December 8, 2020) contract for an amount-not-to- exceed \$45,912.36 to rehabilitate Well #13 to restore the quality and quantity of water produced from the well. Funding for Task Order No. 304 is available within the FY 2022 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
6. **Purchase Agreement - Vacuum Sewer System (AIRVAC) Parts & Supplies Purchase Agreement - Single Source Purchase - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Aqseptence Group:** Approve a Purchase Agreement with Aqseptence Group, under Chapter 58; Section 58-7- Single source purchase - in the Village Code of Ordinances, to authorize the purchase of parts and supplies for the Village's vacuum sewer system (AIRVAC). Funding to support purchases under the Aqseptence Group is available within the FY 2022 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
7. **Work Authorization No. SA-PD01C - Professional Architectural and Engineering Services (Task Order No. 269) - Police Department Building Expansion (FY 2022 and FY2023 Budgets - General Fund and the Capital Improvement Plan (CIP) Song & Associates, Inc.:** Approve Work Authorization

No. SA-PD01C (Task Order No. 269) with Song and Associates, Inc. for \$679,055 plus reimbursable expenses not-to-exceed \$10,000 for professional architectural and engineering services related to Phase III of the Police Department Building Expansion project for the addition and expansion of the Police building. Funding to support architectural and engineering design services for the Police Building Expansion is available within the FY 2022 and FY 2023 Budget - General Fund and the Capital Improvement Plan (CIP) utilizing Infrastructure Surtax (Sales Tax) funds.

Staff: Tom Ceccarelli, Police Chief

8. **Library Metal Roof Replacement Project (ITB No. 2022B-011) - Library Department - Task Order No. 306 - (FY 2022 Budget Funded - Library Buildings) - Pink Eagle Roofing LLC:** Approve Contract Award (Task Order No. 306) with Pink Eagle Roofing, LLC. for \$82,140.76 to replace 12,800 square feet (128 squares) of the existing sloped metal seam roof system and flat roof at the Village Public Library located at 217 Cypress Lane. Funding to support the Library Metal Roof Replacement (Task Order No. 306) is available within the FY 2022 Budget- Library Building.

Staff: James Schmitz, Director of Public Works

9. **Change Order No. 1 (Work Authorization WG-U01A) - Florida Mango (Edgewater Drive to Barbados Drive) (Task Order No. 294) - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Wantman Group, Inc.:** Approve Change Order No. 1 (Work Authorization WG-U01A) - Florida Mango (Edgewater Drive to Barbados Drive) (Task Order No. 294) with Wantman Group, Inc. for \$4,200 for professional engineering services (i.e., design, bidding, and construction services) related to the proposed utility relocations along Florida Mango Road, from Edgewater Drive to Barbados Drive . Funding to support the Florida Mango Road (Edgewater Drive to Barbados Drive) Project (Task Order No. 294) is provided by the Utilities - Water & Sewer Enterprise Fund.

Staff: Walter Sanchez, Project Manager

10. **Lift Station Rehabilitation (Task Order No. 233) - Invitation to Bid (ITB) No. 2022B-008 - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - B&B Underground Construction, Inc.:** Approve a Contract Award (Task Order No. 233) with B&B Underground Construction, Inc. for \$1,226,795.00 for rehabilitation of lift stations identified at Florida Mango, Waterside, and Woodhaven Lift Stations. Funding to support the proposed Lift Station Rehabilitation project is available within the FY 2022 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

11. **Presentation / Introduction: Office of the Inspector General**

Staff: Kimberly Wynn, Village Clerk

12. **Proclamation for Parks and Recreation Month in Palm Springs - July 2022**

Staff: Kimberly Wynn, Village Clerk

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

13. **(First Reading) - Resolution No. 2022-27 - Garbage Non Ad-Valorem Assessment Rates - FY 2023**: Motion to Approve Resolution No. 2022-27; a proposed preliminary non-ad valorem assessment roll for Fiscal Year 2022-2023, so as to provide a uniform method for collecting non-ad valorem assessment for garbage, trash and recyclables collection services and related services on the Palm Beach County tax notices. The garbage, trash and recyclable non ad-valorem assessment rates increased for FY 2022-2023.

Staff: James Schmitz, Director of Public Works

Motion	Second	Vote
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14. **(First Reading) - Resolution No. 2022-28 - Stormwater Non Ad-Valorem Assessment Rates - FY 2023**: Motion to Approve Resolution No. 2022-28; establishing rates for Stormwater Management Assessments for each parcel within the benefitted area, other than non-assessed property; providing for the certification and adoption of the Stormwater Assessment Roll in accordance with Chapter 78 of the Code Of Ordinances of The Village of Palm Springs; providing for or a public hearing; providing for the adoption Of The Stormwater Assessment Roll.

Staff: Jimmie Johnson, Director , Utilities, Paul Ward, Assistant Director of Utilities

Motion	Second	Vote
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15. **** (First Reading / Quasi-Judicial Hearing) - Resolution No. 2022-22 - Site Development Plan Amendment (SPR22-11) and Sign Variance (PSV22-11) - Colombino Bakery - 4439 Forest Hill Boulevard**: Motion to approve Resolution No. 2022-22; Mr. Leigh Kerr, Agent for the Owner, Colombino Bakery, ("Applicant")

is requesting a Site Plan Amendment (SPR22-11) to redesign the site due to Florida Department of Transportation (FDOT) right-of-way acquisition along the southern frontage of the commercial property, located at 4493 Forest Hill Boulevard.

Staff: Rogelio Perez Gonzalez, Planner

Motion	Second	Vote
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16. **(First Reading) - Resolution No. 2022-21 - Preliminary Plat - Boatman Hammock - 4445 Boatman Street and a vacant lot on Todd Street:** Motion to approve a request submitted by Mr. David Milledge, Agent for WPB Partners LLC ("Applicant"), for a preliminary plat to subdivide a multi-family parcel of land located on two (2) unified parcels totaling 5.44 acres submitted by Mr. David Milledge, agent for WPB Partners LLC ("applicant"), for the property located at 4445 Boatman Street and a vacant lot on Todd Street.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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17. **(First Reading) - Resolution No. 2022-32 - FY 2023 Preliminary Millage Rates - Operating, Debt Service & CRA Tax Increment Financing (TIF):** Motion to approve Resolution No. 2022-32; to certify the Village's taxable values for the upcoming fiscal year (FY 2023) as well as other related financial information. The proposed millage rate is 3.50 with a rollback rate of 3.1016. The proposed millage of 3.50 is 12.84% over the rolled back rate (**ADDENDUM**).

Staff: Rebecca Morse, Chief Financial Officer

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, AUGUST 18, 2022 AT 6:30 PM

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

II. Persons with Disabilities:

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus

Address: 226 Cypress Lane, Palm Springs, FL 33461

Email: asaingilus@vpsfl.org

Phone: (561) 584-8200 Ext. 8419

III. Complaint Procedures:

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561) 584-8200 Ext. 8421

**VILLAGE COUNCIL MEETING MINUTES
COUNCIL CHAMBERS
226 CYPRESS LANE • VILLAGE OF PALM SPRINGS, FLORIDA
JUNE 9, 2022 AT 6:30 PM**

CALL TO ORDER:

Mayor Smith called the Village Council Regular Meeting to order at 6:37 PM.

ROLL CALL:

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

Absent: Council Member Gary Ready

Also present: Michael Bornstein, Village Manager, Glen Torcivia, Village Attorney, Kimberly Wynn, Village Clerk, Police Chief Thomas Ceccarelli, as Sergeant-in-Arms, Kim Glas-Castro, Assistant Village Manager, Paul Ward, Interim Public Utilities Administrator, Justin Lucas, Director of Parks and Recreation, Timothy Crespo, Public Works Superintendent, James Schmitz, Director of Public Works, and Rogelio Perez, Planner

INVOCATION: Village Manager Bornstein led the Invocation.

PLEDGE OF ALLEGIANCE: The Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no Additions, Deletions, or Modifications to the Agenda.

Council Member Waller made a motion to approve the Agenda as presented, and Mayor Pro Tem seconded the motion. The said motion carried 4-0.

CONSENT AGENDA

1. **Approval of May 12, 2022, Village Council Regular Meeting Minutes**
Staff: Kimberly Wynn, Village Clerk
2. **Approve Change Order No. 1 and Change Order No. 2 - Vacuum Pump Station No. 1 Improvements (Task Order No. 240, 266, 278) – Utilities Department (FY22 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc.**
Staff: Walter Sanchez, Project Manager

SUMMARY: On July 8, 2021, the Village Council approved Task Order (Task Order No. 240, Task Order No. 266, and Task Order No. 278) with Hinterland Group, Inc. for construction services for the Vacuum Pump Station No. 1 Improvements Project for \$472,600.00. In the submittal phase of construction, the

Contractor submitted a generator (Generac) as an alternate equal to the specified generator. The engineer of record, Eckler Engineering, determined the generator did not meet all the specifications after their review. The Contractor could not obtain a quote from Caterpillar, the specified generator brand; therefore, their bid price included a quote from Generac. After consulting with Eckler Engineering, the Village decided that in the interest of the Village, it was best to take credit from Hinterland for the generator included in the bid, plus all associated labor and materials costs (Change Order No.1). The Contractor will continue to provide all the other associated items like the concrete slab and the automatic transfer switch so that a permanent generator can be installed later.

The pump station will still operate as intended without the emergency generator and will still have a portable generator connection in case of power loss.

The Contractor experienced delays with getting a permit from Palm Beach County Building Department that impacted their actual start time. There was also a delay with the auto shop owner where the vacuum station is currently located when getting him to sign and execute the easement agreement for the vac station where the generator pad would get installed. In addition, the manufacturer of one of the electrical components has indicated that there is a long lead time to receive an electrical panel that should arrive towards the end of the calendar year. Change Order No. 2 is requested to provide the Contractor with an extension of 290 additional days (530 days total).

Eckler Engineering and the Public Service Department recommend the approval of Change Order No. 1 (Task Order No. 266), for a credit of \$51,549.95 for the value of the bid generator (Generac), and Change Order No. 2 (Task Order No. 240, Task Order No. 266, and Task Order No. 278), to extend the project contract time an additional 290 calendar days (total contract time from 240 days to 530 days):

Work to be Completed	Contract Amount	Contract Time
Original Contract Amount	\$472,600.00	240 days
Vacuum Pump Station No 1 Improvements CO #1	-\$51,549.95	0 days
Vacuum Pump Station No 1 Improvements CO #2	<u>\$0.00</u>	<u>290 days</u>
Revised Contract Amount	\$421,050.05	530 days

The total cost of the Vacuum Pump Station No. 1 Improvements project within Task Order No. 240, Task Order No. 266, and Task Order No. 278 will decrease to \$421,050.05, and the contract time will increase to 530 days total.

The Vacuum Pump Station No. 1 Improvements project is estimated to be completed by February 2023.

Change Orders No. 1 and No. 2 were prepared by Hinterland Group and reviewed by the Village's Engineer, Eckler Engineering, Engineer of record, the Interim Public Service Director, the Public Service Administrator, the Public Service Project Manager, and the Finance Director.

Fiscal Impact:

Funding to support the Vacuum Pump Station No. 1 Improvements Project (Task Order No. 240, Task Order No. 266, and Task Order No. 278) was provided by the Water & Sewer Enterprise Fund.

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.

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.

3. **Approve Hurricane Debris Management and Support Services Agreement - Piggyback - Thompson Consulting Services, LLC**

Staff: James Schmitz, Director of Public Works

SUMMARY: The Village has a need to select a vendor to provide disaster debris management and support services in the event of a natural disaster. To ensure that the Village can properly monitor the activities of the debris removal contractors to receive the maximum reimbursement from the Florida Emergency Management (FEMA) and the State of Florida, the staff is recommending that the Village access/utilize the Palm Beach County Solid Waste Authority's (SWA) contract award to Thompson Consulting Services, LLC. This selection by the Solid Waste Authority was completed through a competitive bid process - Request for Proposal Disaster Debris Management and Support Services (RFP No. 22-202 DL - May 8, 2022).

If approved, the Village would access/utilize the SWA's contract to obtain debris removal monitoring services for the following price:

- Thompson Consulting Services, LLC \$36.00 per hour

Note: Thompson Consulting Services, LLC has entered into a three-year contract with the Solid Waste Authority and meets the federal procurement standards to ensure FEMA compliance to maximize eligible Hurricane-related expense reimbursement for the Village.

If approved, the Village would accept Thompson Consulting Services, LLC's pricing by piggybacking the Palm Beach County Solid Waste Authority's contract including all conditions, terms, and pricing therein. The term of the contract is set to expire on May 7, 2025.

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

The proposed agreement was prepared by the Village Attorney and reviewed by the Public Works Director and the Finance Director.

Fiscal Impact:

Funding to support a natural disaster/storm event is available within the Village's Reserves and will be requested to be reimbursed by the Federal Emergency Management Agency (FEMA) following a federally declared disaster/storm event.

4. Approve Hurricane Debris Removal Agreement (Contract No. 22-201A) - Piggyback - Ashbritt Inc.

Staff: James Schmitz, Director of Public Works

SUMMARY: The Village needs to select a vendor to assist with debris removal services that would provide the Village with the immediate ability, following a disaster/storm event, to safely and efficiently clear storm-related debris from public rights-of-way and ensure/provide normal operations for our community as quickly as possible. Additionally, it is recommended that the Village's selection(s) meet the Office of Management and Budget's Procurement Guidelines to ensure eligible funding reimbursements requests are approved by the Federal Emergency Management Agency (FEMA) following a federally declared disaster event. Thus, reducing the potential that the Village will be responsible for the service of debris collection and disposal service costs.

To ensure that the Village selects a vendor(s) that enables the Village to receive eligible federal funding reimbursement(s) following a federally declared disaster event, the staff is recommending that the Village access/utilize the Palm Beach County Solid Waste Authority's (SWA) contract that has been awarded to Ashbritt, Inc. The selection by the Solid Waste Authority was completed through a competitive bid process - Request of Proposal for Hurricane/Disaster Debris Removal, Reduction, and Disposal (RFP No.22-201/DL - May 8, 2022).

If approved, the Village would use SWA's contract to obtain debris removal services (i.e., public rights of way collection, loading, and hauling to a designated site accepting storm debris). Ashbritt, Inc. entered into a 5-year contract with the Solid Waste Authority and meets the federal procurement standards to ensure FEMA compliance to maximize eligible Hurricane-related expense reimbursement for the Village. The Village would accept the pricing of Ashbritt, Inc., accessing/utilizing the Palm Beach County Solid Waste Authority's contracts including all terms,

conditions, and pricing therein. The term of the contract is set to expire on May 7, 2025.

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

In the event of an emergency event, the Village Manager will select the contractor(s) to utilize from the approved vendors based on the availability of equipment and staff as well as the fee schedule. This authority will be requested as emergency power and the selection(s) will be presented to the Village Council for approval during the next available Council Meeting (following the storm event).

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director and Public Works Director.

Fiscal Impact:

Funding to support a natural disaster/storm event is available within the Village's Reserves and will be requested to be reimbursed by the Federal Emergency Management Agency (FEMA) following a federally declared disaster/storm event.

5. **Approve Hurricane Debris Removal Agreement (Contract No. 22-201B) - Piggyback - Crowder Gulf Joint Venture, Inc.**
Staff: James Schmitz, Director of Public Works

SUMMARY: The Village needs to select a vendor to assist with debris removal services that would provide the Village with the immediate ability, following a disaster/storm event, to safely and efficiently clear storm-related debris from public rights-of-way and ensure/provide normal operations for our community as quickly as possible. Additionally, it is recommended that the Village's selection(s) meet the Office of Management and Budget's Procurement Guidelines to ensure eligible funding reimbursements requests are approved by the Federal Emergency Management Agency (FEMA) following a federally declared disaster event. Thus, reducing the potential that the Village will be responsible for the service of debris collection and disposal service costs.

To ensure that the Village selects a vendor(s) that enables the Village to receive eligible federal funding reimbursement(s) following a federally declared disaster event, the staff is recommending that the Village access/utilize the Palm Beach County Solid Waste Authority's (SWA) contract that has been awarded to Crowder Gulf Joint Venture, Inc. This selection by the Solid Waste Authority was completed through a competitive bid process - Request of Proposal for Hurricane/Disaster Debris Removal, Reduction, and Disposal (RFP No.22-201/DL - May 8, 2022). If approved, the Village would use SWA's contracts to obtain debris removal

services (i.e., public rights of way collection, loading, and hauling to a designated site accepting storm debris). Crowder Gulf Joint Venture, Inc. entered into a 5-year contract with the Solid Waste Authority and meets the federal procurement standards to ensure FEMA compliance to maximize eligible Hurricane-related expense reimbursement for the Village. The Village would accept the pricing of Crowder Gulf Joint Venture, Inc., accessing/utilizing the Palm Beach County Solid Waste Authority's contracts including all terms, conditions, and pricing therein. The term of the contract is set to expire on May 7, 2025.

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

In the event of an emergency event, the Village Manager will select the contractor(s) to utilize from the approved vendors based on the availability of equipment and staff as well as the fee schedule. This authority will be requested as emergency power and the selection(s) will be presented to the Village Council for approval during the next available Council Meeting (following the storm event).

The proposed agreements were prepared by the Village Attorney and reviewed by the Parks and Recreation Director and Public Works Director.

Fiscal Impact:

Funding to support a natural disaster/storm event is available within the Village's Reserves and will be requested to be reimbursed by the Federal Emergency Management Agency (FEMA) following a federally declared disaster/storm event.

6. Approve Hurricane Debris Removal Agreement (Contract No. 22-201C) - Piggyback - Phillips and Jordan, Inc.

Staff: James Schmitz, Director of Public Works

SUMMARY: The Village needs to select a vendor to assist with debris removal services that would provide the Village with the immediate ability, following a disaster/storm event, to safely and efficiently clear storm-related debris from public rights-of-way and ensure/provide normal operations for our community as quickly as possible. Additionally, it is recommended that the Village's selection(s) meet the Office of Management and Budget's Procurement Guidelines to ensure eligible funding reimbursements requests are approved by the Federal Emergency Management Agency (FEMA) following a federally declared disaster event. Thus, reducing the potential that the Village will be responsible for the service of debris collection and disposal service costs.

To ensure that the Village selects a vendor that enables the Village to receive eligible

federal funding reimbursement(s) following a federally declared disaster event, the staff is recommending that the Village use the Palm Beach County Solid Waste Authority's (SWA) contract that was awarded to Phillips and Jordan, Inc. The selection by the Solid Waste Authority was completed through a competitive bid process - Request of Proposal for Hurricane/Disaster Debris Removal, Reduction, and Disposal (RFP No.22-201/DL - May 8, 2022).

If approved, the Village would use SWA's contract to obtain debris removal services (i.e., public rights of way collection, loading, and hauling to a designated site accepting storm debris). Phillips and Jordan, Inc. entered into a 5-year contract with the Solid Waste Authority and meets the federal procurement standards to ensure FEMA compliance to maximize eligible Hurricane-related expense reimbursement for the Village. The Village would accept the pricing of Phillips and Jordan, Inc. by using the Palm Beach County Solid Waste Authority's contract including all terms, conditions, and pricing therein. The term of the contract is set to expire on May 7, 2025.

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

In the event of an emergency event, the Village Manager will select the contractor to use from the approved vendors based on the availability of equipment and staff as well as the fee schedule. This authority will be requested as emergency power and the selection(s) will be presented to the Village Council for approval during the next available Council Meeting (following the storm event).

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director and Public Works Director.

Fiscal Impact:

Funding to support a natural disaster/storm event is available within the Village's Reserves and will be requested to be reimbursed by the Federal Emergency Management Agency (FEMA) following a federally declared disaster/storm event.

7. **Approve Hurricane Debris Removal Agreement (Contract No. 22-201D) - Piggyback - DRC Emergency Services, LLC**
Staff: James Schmitz, Director of Public Works

SUMMARY: The Village needs to select a vendor to assist with debris removal services that would provide the Village with the immediate ability, following a disaster/storm event, to safely and efficiently clear storm-related debris from public rights-of-way and ensure/provide normal operations for our community as quickly as

possible. Additionally, it is recommended that the Village's selection meets the Office of Management and Budget's Procurement Guidelines to ensure eligible funding reimbursement requests are approved by the Federal Emergency Management Agency (FEMA) following a federally declared disaster event. Thus, reducing the potential that the Village will be responsible for the service of debris collection and disposal service costs.

To ensure that the Village selects a vendor that enables the Village to receive eligible federal funding reimbursement(s) following a federally declared disaster event, the staff is recommending that the Village use the Palm Beach County Solid Waste Authority's (SWA) contract that was awarded to DRC Emergency Services, LLC. The selection by the Solid Waste Authority was completed through a competitive bid process - Request of Proposal for Hurricane/Disaster Debris Removal, Reduction, and Disposal (RFP No.22-201/DL - May 8, 2022).

If approved, the Village would use the SWA contract to obtain debris removal services (i.e., public rights of way collection, loading, and hauling to a designated site accepting storm debris). DRC Emergency Services, LLC., entered into a 5-year contract with the Solid Waste Authority and meets the federal procurement standards to ensure FEMA compliance to maximize eligible Hurricane- related expense reimbursement for the Village. The Village would accept the pricing of DRC Emergency Services, LLC. by using the Palm Beach County Solid Waste Authority's contracts including all terms, conditions, and pricing therein. The term of these contracts is set to expire on May 7, 2025.

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

In the event of an emergency event, the Village Manager will select the contractor(s) to utilize from the approved vendors based on the availability of equipment and staff as well as the fee schedule. This authority will be requested as emergency power and the selection(s) will be presented to the Village Council for approval during the next available Council Meeting (following the storm event).

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director and Public Works Director.

Fiscal Impact:

Funding to support a natural disaster/storm event is available within the Village's Reserves and will be requested to be reimbursed by the Federal Emergency Management Agency (FEMA) following a federally declared disaster/storm event.

8. **Approve Solar Chloride (Solar Salt) Purchase Agreement Renewal - Cooperative Purchasing (Piggyback) - Utilities Department (FY 2022 Budget Funded) Morton Salt, Inc.**

Staff: Paul Ward, Assistant Public Utilities Director

SUMMARY: The Public Service Department purchases solar chloride (solar salt). A critical chemical component in the water treatment process for the Village's MIEX water treatment process and assists in the pre-treatment of water by removing organic contaminants, thus, enabling the Village to provide a higher quality of water to our customers. Currently, the Village utilizes Morton Salt to assist with these products. The existing cooperative purchasing contract expires on May 30, 2022.

To ensure the lowest possible price, the staff recommends that the Village renew the current Southeast Florida Governmental Purchasing Cooperative (Co-Op) contract. The contract was awarded to Morton Salt, Inc. by the City of Boca Raton, the Lead Agency for the Co-op, and was completed through a competitive selection process - Solar Salt (Bulk), Delivery & Supply (Bid No. 2021-024 - May 31, 2021). The agreement was renewed by the City of Boca Raton on March 8, 2022, for one (1) additional year.

The proposed price provided is as follows:

- Solar Salt \$155.81/Ton

The cooperative purchasing contract renewal utilized the Southeast Florida Government Purchasing Cooperative (Co-Op). The intent is to bring member cities together and combine their purchasing needs/power within the Co-Op to receive the best (lowest) price possible. Approximately fifty-six (56) government entities, including the Village of Palm Springs, participate in the Southeast Florida Governmental Purchasing Cooperative.

If approved, the Village would accept Morton Salt's pricing by utilizing the Southeast Florida Governmental Purchasing Cooperative's (Co-Op) contract, including all terms, conditions, and pricing. The agreement would expire on May 30, 2023, with an option to renew for two (2) additional one (1) year periods. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-8. Cooperative Purchasing; provides the Village may participate, 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 made through a cooperative purchasing agreement are exempt from competitive selection purchase requirements outlined in this purchasing code. The

Council must approve all village purchases from a cooperative purchasing agreement that may have a total value of more than \$35,000.00.

The Village Attorney prepared the renewal agreement, and the Assistant Village Manager, Interim Public Service Administrator and the Finance Director reviewed it.

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

Fiscal Impact:

Funding to support purchases under this proposed agreement is available within the FY 2022 Budget - Water & Sewer Enterprise Fund.

<u>Allocated/Estimated Purchase Funding:</u>	<u>Amount</u>
FY 2022 Approved Budget - Water & Sewer Enterprise Fund	\$700,000.00

<u>Expected Purchase Costs:</u>	<u>Amount</u>
FY 2022 Expected Purchase Costs - Water & Sewer Enterprise Fund	\$131,000.00

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

9. **Approve Submersible Wastewater Pumps, Accessories, and Service Agreement - Invitation to Bid (ITB No. 2022B-010) - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Wastewater Solutions, LLC, Hudson Pump & Equipment, and PSI Technologies, Inc.**

Staff: Paul Ward, Assistant Public Utilities Director

SUMMARY: Throughout the year, the Public Service Department needs to purchase replacement submersible pumps and various accessories for Village lift stations and water treatment plants. Each pump installation has unique hydraulic and physical characteristics that a single pump manufacturer cannot meet. The staff is proposing to standardize the types of pumps, accessories, and repair services utilized within our utility processes to achieve operational efficiencies and experience overall cost savings, thus providing a higher quality of service for our utility customers.

To ensure the lowest possible prices possible, staff issued an Invitation to Bid (ITB) on March 31, 2022, to purchase submersible wastewater pumps, accessories, and services. The Village used a competitive selection process - Submersible Wastewater Pumps, Accessories, and Service (ITB No. 2022B-010 - March 31,

2022).

Within the Fiscal Year 2022 six (6) Year Capital Budget Plan, the Village Council approved \$125,000 annually to replace lift station pumps. In response to the invitation, there were three (3) bid proposals received for the submersible pumps, accessories, and repair services:

<u>Vendor</u>	<u>Pumps % off MSRP</u>	<u>Accessories % off MSRP</u>	<u>Repairs Hourly Rate</u>
Wastewater Solutions, LCC	0%	0%	NA
Hudson Pump & Equipment	0%	0%	\$115.00
PSI Technologies, Inc.	30%	20%	\$125.00

Generally, when a new pump is needed, staff will request the current pricing for the required type of pump from each vendor, and then select the lowest costing pump (including the approved discount).

After reviewing the three (3) bids, staff recommends the award of a contract to each of the three (3) equally qualified vendors. If approved, the Village would accept pricing from the three (3) vendors, including all terms, conditions, and pricing as submitted within their ITB proposal. The term of each contract is three (3) years with two (2) one-year renewal options. 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 Attorney prepared the agreement, and the Interim Public Service Administrator, Assistant Village Manager, and Finance Director reviewed it.

The Village has worked with the proposed vendors previously, and the quality of their products was excellent.

Fiscal Impact:

Funding to support the proposed purchases is available within the FY 2022 Budget - Water & Sewer Enterprise Fund. 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.

10. Amendment of Grant Agreement with the Department of Economic Opportunity of the State of Florida, for \$47,500.00 as part of the Community Planning Technical Assistance Program for Septic to Sewer Projects.

Staff: Paul Ward, Superintendent of Utilities

SUMMARY: The Public Service Department was selected as a grant recipient for the Community Planning Technical Assistance Grant offered by the State of Florida's Department of Economic Opportunity.

The CPTA Grants provide counties, municipalities, and regional planning councils with the opportunity to create innovative plans and development strategies to promote a diverse economy, vibrant rural and suburban areas, and meet statutory requirements for planning while protecting environmentally sensitive areas. Understanding that many Florida communities have been impacted by hurricanes, CPTA grants may also be used for planning disaster recovery or resiliency planning, and economic development planning.

This is an amendment to the original agreement between the Department of Economic Opportunity (DEO) and the Village that was approved by the Council during the November 18, 2021 council meeting. The amended term of the agreement is in force until August 31, 2022.

The proposed agreement amendment was prepared by the Department of Economic Opportunity (DEO) and reviewed by the Interim Public Service Administrator, Assistant Village Manager, and the Village Attorney.

Fiscal Impact:

This grant will provide funds to conduct a septic to sewer study, addressing areas within the Village of Palm Springs Utility Service Area that are on septic sewer systems. The Village will receive \$47,500.00 split into three (3) separate deliverable reimbursements.

11. **Temporary Use Permit - Sales Center - Fontana Townhomes - 3674 San Bernardino Way (formerly 4090 Coconut Road & 4063 Davis Road)**
Staff: Iramis Cabrera, PZB Director

SUMMARY: Meritage Homes of Florida, Inc. is requesting a Temporary Use Permit to allow a temporary model/sales center located on the 4.73-acre parcel currently being developed as the Fontana Townhomes residential project at 3674 San Bernardino Way. In an effort to begin the sales process, the applicant is requesting that a 1,915 square-foot townhome be used as a model/sales center for the 59 fee-simple townhome community that is currently under construction. The proposed location for the sales center is Lot 1 (Building 1), with the temporary parking located in front of Units 1 and 2 (Building 1) on the previously approved site plan (Resolution No. 2021-03 - May 13, 2021) and final plat (Resolution No. 2022-04 - January 13, 2022).

If approved, the unit will be a "dry model", providing temporary parking and landscaping according to the approved landscape plans.

Section 34-895 - Village Code - Temporary land uses in zoning districts - provides that the Village Council may grant approval for temporary, principal uses of land that is not specifically allowed by the zoning district. A Temporary Use permit may not exceed two (2) years and is not renewable.

The new Fontana Townhomes development is currently being constructed. Staff recommends approval of the proposed one (1) year Temporary Use permit to support a temporary sales office until a model unit is built to serve as Fontana's sales office.

Fiscal Impact:

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

12. Approve Property Improvement Program (PIP) Matching Grant Awards - 194 Springdale Circle, 633 Springdale Circle, 460 San Fernando Drive, and 731 Springdale Circle

Staff: Iramis Cabrera, PZB Director

SUMMARY: The Village's Property Improvement Program (PIP) Committee is recommending approval of grant awards for four (4) property owners who have completed an improvement project to their property and filed the necessary documentation to receive matching grant funding under this program:

- Owner/Resident: Carmen M Fierro
- Address: 194 Springdale Circle
- Project: Replace mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$7,918.50
- Matching Grant Award: \$3,959.25

- Owner/Resident: Brian Brown
- Address: 633 Springdale Circle
- Project: Replaced mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$8,500.00
- Matching Grant Award: \$4,250.00

- Owner/Resident: Jessica Saenz
- Address: 460 San Fernando Drive
- Project: Replaced driveway with concrete
- Eligible (Project) Cost(s): \$10,000.00
- Matching Grant Award: \$5,000.00

- Owner/Resident: Belal M Mahmood
- Address: 731 Springdale Circle
- Project: Replaced mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$8,250.00
- Matching Grant Award: \$4,125.00

The PIP Selection Committee met on October 29, 2021, and on February 4, 2022, and recommended approval of the grant awards (up to 50% of \$5,000). If approved by the Village Council, the awardees will be mailed their checks and may be acknowledged at a future Village Council meeting.

Fiscal Impact:

Funding to support the proposed awards is available within the FY22 Budget - General Fund.

End of Consent Agenda....

Mayo Pro Tem Brinkman made a motion to approve the Consent Agenda as presented. It was seconded by Vice Mayor Gunther. The said motion carried 4-0.

PRESENTATIONS

At this point, Mayor Smith moved to Item #15, Juneteenth.

15. Juneteenth - Proclamation

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation into the record.

13. National HIV Testing Day June 27, 2022 - Proclamation

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation into the record and presented it to Mr. Rodney Roberts and Esther Ducas. Mr. Roberts and Ms. Ducas gave comments about the Found care organization.

14. Florida League of Cities' 100th Anniversary - Proclamation

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation into the record, and presented it to Mr. Richard Radcliffe, with the Palm Beach County League of Cities. Mr. Radcliffe gave comments and thanked Council for their continued support.

PUBLIC COMMENT

Mayor Smith opened the meeting for Public Comments. There were none.

REGULAR AGENDA

15. Resolution No. 2022-23 - Approval of Proposed Garbage Non-ad Valorem Rates for FY2023 - Effective October 1, 2022

Staff: Rebecca Morse, Chief Financial Officer

SUMMARY: In 2008, the Village adopted Resolution No. 2008-61 to establish non-ad Valorem rates for garbage based on the cost of collection and disposal at that time. The Village's costs have continued to increase annually because of a cost of living increase and, most recently, the new contract with Waste Pro includes a 9% increase effective April 2022 and another 9% effective April 2023.

As a result, the Village calculated the rates needed to cover the increase through FY 2023 at a 100% collection.

Fiscal Impact:

The annual rates are:

	<u>CURRENT RATE</u>	<u>PROPOSED RATE</u>
Single Home	\$151.20	\$201.00
Multi-Family	\$94.50	\$125.50
MHP	\$94.50	\$125.50

An analysis of the revenue needed, and the rates required to cover costs at 100% collection is attached. The proposed increase is 33%.

Village Manager Bornstein spoke about Resolution No. 2022-23. He advised the Council that the proposed increase was necessary to make up for a shortfall in garbage revenues that had compounded over the years. If the Village waited until next year to do a rate increase, the shortfall could potentially increase by over \$300,000.

Mayor Smith opened the meeting to Council and Public Comments. There were no comments from the public.

Vice Mayor Gunther commented that the Village had not increased its rates since 2015. Mayor Pro Tem Brinkman pointed out the rate for garbage and recyclable pickup for multi-family homes in neighboring cities.

Council Member Waller asked about a special garbage pickup service that was once offered. The Public Works staff confirmed that this service is no longer offered to residents. Village Manager Bornstein commented that a large volume of the cost consisted of recycles. The Council supports the increase.

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

Vice Mayor Gunther made a motion to approve Resolution No. 2022-23. It was seconded by Council Member Waller. The said motion carried 4-0.

PUBLIC HEARINGS

16. Ordinance No. 2022-02 - Land Use Amendment (Small-Scale) - Belmont -

1591 Kirk Road (Second Reading) (Quasi-Judicial Hearing)

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Jerrod Purser, agent for D.R. Horton, Inc. ("Applicant"), is requesting a small-scale land-use plan amendment on a 5.07-acre property to facilitate a multi-family (townhome) development project.

The proposed small-scale land use change would be from the existing Palm Springs designation to the new Palm Springs designation. The property is less than 50 acres in size (5.07 acres) and is planned for urban (residential) use:

Existing Village Future Land Use	Proposed Village Future Land Use
Other Public Facilities	Medium Density Residential (up to 10 du/ac)

The applicant is requesting that the property be designated with the Village's Medium-Density Residential future land use category (10 du/ac), which would allow up to a maximum intensity of 50 residential dwelling units. The property was annexed into the Village of Palm Springs in 2006 and assigned Village Residential Multiple-Family and Other Public Facilities zoning and future land use designations, respectively.

Note: The subject property is bound to the west and the north by Palm Beach County residential land use.

The applicant is concurrently requesting a site plan approval (SPR22-03) and two (2) waivers for residential planned development (RPD) to construct 42 two-story fee-simple townhomes within seven (7) buildings. The proposed community would have access via Kirk Road, and amenities are expected to include playground equipment, picnic tables under a shade structure, and a trail path.

The applicant is requesting two (2) waivers for the proposed RPD site plan:

1. Relief from Sec. 34-1328 to allow a 20' wide drive aisle rather than the 26' wide required
2. Relief from Sec. 34-766(1) to allow the construction of 42 residential dwelling units within 5.07 acres rather than 8.84 acres.

The proposed site plan with waivers is presented (within this item) for informational purposes only (no action is required at this time). If the proposed small-scale map amendment is approved on the 2nd and final reading, the proposed site plan will be considered by the Village Council under a separate Resolution.

The staff has identified the focal area of concern related to the project with the present traffic conditions at the northern section of the Kirk Road and Forest Hill Boulevard intersection, primarily because of peak traffic caused by the adjacent middle school. The main issue is the increased vehicular and pedestrian traffic

during peak morning and afternoon school traffic. Palm Springs Middle School has an enrollment of 1,636 students, and the school session is from 9:30 a.m. to 4:05 p.m. The peak traffic times for this area range from 8:00 a.m. - 9:00 a.m. and 3:00 p.m. - 4:30 p.m. Kirk Road has hundreds of cars stacked for student drop off and pick up during these times. Hundreds of students cross the adjacent roads at the beginning of school and during dismissal. Officers estimate about 400 students exit the school. Many of them cross the street using the northern crosswalk to go to Dollar General, Cumberland Farms, and Woodhaven Plaza. During peak dismissal, the school staff stops vehicular traffic at the north crosswalk crossing for up to seven minutes, and crossing guards at the corner of Kirk and Forest Hill stop vehicular traffic for multiple twenty-second intervals. In addition, Palm Beach County added a second pedestrian crossing on Kirk Road north of the main intersection on Kirk and Forest Hill to alleviate crowding at the corner crossings. The end of the new crosswalk is too close to the driveway to access Dollar General. As a result, students crossing the street walk directly into traffic that turn left into Kirk since the lack of distance does not allow stacking. We believe the county could have averted this issue if the crosswalk were offset by a few feet further north away from the driveway access.

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use, irrespective of potential development plans, is generally made with consideration to compatibility, impact on services, and need for the land use to fulfill village redevelopment and growth objectives.

The proposed request was submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review and no comments were received.

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers and provides opportunities to resolve potential disputes only within the plan amendment process.

The Planning & Zoning Board considered the requested land use plan amendment during their February 8, 2021 meeting and recommended denial. Board members expressed concerns regarding the number of units suggested, the density, and the amount of traffic generated from the new development.

The Local Planning Agency (LPA) considered this item during their March 10, 2022 meeting and recommended denial.

On March 10, 2022, the project was presented to the Local Planning Agency Board. The applicant requested this item be withdrawn, to revise the site plan and address concerns expressed by Board members.

The applicant has revised the project to propose a maximum intensity of 8.28 residential dwelling units per acre and reduced the number of units from 50 to 42 dwelling units. On May 12, 2022, the Village Council approved on 1st reading the proposed medium density with a maximum intensity of 8.28 residential dwelling units per acre.

The proposed ordinance is being presented for consideration on the 2nd and final reading.

Fiscal Impact:

The property land use amendment is not expected to provide a direct fiscal impact on the Village; however, it would facilitate development that will increase the Village's property evaluation. In addition, this project would require various Village services that will result in increased expenditures on the Village.

Mayor Smith asked the Council to disclose their ex parte communication. There was none. The Village Clerk swore in the applicants: Kim Glas-Castro, Assistant Village Manager, Rogelio Perez, Village Planner, Jerrod Purser, agent with D.R. Horton, Dwayne Roberts, Land Development Attorney, and another applicant (name inaudible).

Ms. Glas-Castro gave the staff's presentation and entered it into the record. Mr. Jerrod Purser, the agent with D.R. Horton, gave the applicant's presentation. He noted there was a correction to the voluntary contribution amount of \$47,988 for the School District of Palm Beach County. Mr. Purser entered his presentation to the report. Then he advised the Council that he could answer questions they may have.

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

Mayor Pro Tem Brinkman made a motion to approve Ordinance No. 2022-02. It was seconded by Vice Mayor Gunther. The said motion carried 4-0.

17. **Resolution No. 2022-08: Residential Planned Development Site Plan (SPR22-05) and Two(2) Waivers - Belmont - 1591 Kirk Road (*Quasi-Judicial Hearing*)**
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Jerrod Purser, an agent for D.R. Horton, Inc. ("Applicant"), is requesting a site development plan approval (SPR22-03) for a residential planned development project on the property located at 1591 Kirk Road. The applicant is proposing to develop the 5.07-acre site with the construction of 42 two-story fee-simple townhomes. Each townhome will be a three-bedroom home with a one-car garage and a driveway with space for one or two cars.

The buildings will be configured with seven (7) 6-townhome structures. The community will have one access driveway via the existing Kirk Road right-of-way on

the northern segment of the property. A second access is being provided for emergency vehicles only to the south. Amenities include a tot lot, a shade structure with picnic tables, and recreational open space.

Note: The Village Code - Section 34-1063(c) Waivers - provides that waivers may be granted by the Village Council following an advisory recommendation by the Planning & Zoning Board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of planned development.

The applicant is requesting two (2) waivers for the proposed RPD site plan:

1. Relief from Sec. 34-1328 - to allow a 20' wide drive aisle rather than the 26' wide that is required.
2. Relief from Sec. 34-766(1) - to allow the construction of 42 residential dwelling units within 5.07 acres rather than 8.85 acres.

Note: Based on the property standards within the Residential Multi-Family (RM) zoning district (specifically the minimum lot area requirements) outlined in Village Code section 34-766(1), this proposed 5.07-acre (6.12 gross acres) parcel could only support a maximum of 29 dwelling units rather than the proposed forty-two (42) by the developer. The applicant is seeking two (2) waivers in order to obtain approval as a Residential Planned Development (RPD) and therefore the ability to maximize density on the property with forty-two (42) townhomes.

The applicant is requesting a Future Land Use Amendment which is the subject of a separate agenda item. Approval of the Residential Planned Development site plan is dependent on the approval of the Land Use Amendment.

Staff has identified the main area of concern related to the project with the present traffic conditions at the northern section of the Kirk Road and Forest Hill Boulevard intersection, primarily because of peak traffic caused by the adjacent middle school. The main issue is with increased vehicular and pedestrian traffic during peak morning and afternoon school traffic. Palm Springs Middle School has an enrollment of 1,636 students and the school session is from 9:30 a.m. to 4:05 p.m. The peak traffic times for this area range from 8:00-9:00 a.m. and 3:00-4:30 p.m. Kirk Road has hundreds of cars queued up for student drop-off and pick-up during these times. Hundreds of students cross the adjacent roads during the beginning of school and dismissal, (officers estimate that about 400 students exit the school during dismissal). Many of them cross the street using the northern crosswalk to go to Dollar General, Cumberland Farms, and Woodlands Plaza. During peak dismissal, the school staff stops vehicular traffic at the north crosswalk crossing for up to seven minutes, and crossing guards at the corner of Kirk and Forest Hill stop vehicular traffic for multiple twenty-second intervals. Additionally, a second pedestrian crossing on Kirk Road was added north of the main intersection on Kirk and Forest Hill to alleviate crowding at the corner crossings. The end of the new

crosswalk is too close to the driveway to access Dollar General. As a result, students crossing the street walk directly into traffic turning left onto Kirk, since the lack of distance does not allow stacking.

Village and School District Staff recommends that payment of the monetary contribution requested by Palm Beach County School District shall be escrowed by the District and earmarked as a contribution to a future pedestrian-oriented traffic signal, pursuant to Palm Beach County specifications, at the mid-block crossing from Palm Springs Middle School to the west side of Kirk Road.

The Planning & Zoning Board considered the requested RPD during its regular meeting on February 8, 2022, and recommended denial. Board members expressed concerns regarding the number of units suggested, the density, and the amount of traffic generated from the new development.

The applicant has revised the project to reduce the number of units from 50 to 42 dwelling units and proposes a maximum intensity of 8.28 dwelling units per acre.

The Planning, Zoning & Building Staff does not object to the Residential Planned Development Site Plan with two (2) waivers and recommends conditional approval of the proposed development.

Fiscal Impact:

The proposed development of the property is expected to increase the Village's assessed property valuation.

The Village Clerk read the statement of advertisement into the record. Applicants were sworn in from the previous item. Mayor Smith asked Council to disclose their ex parte communication. There was none.

The Assistant Village Manager, Mrs. Glas-Castro, spoke on this item. She gave the staff's presentation. The Applicant, Mr. Jerrod Purser, discussed the waivers. Discussion ensued among Council and the Applicant about the parking units, and the gate on the south side (next to Dollar General)

Mayor Pro Tem Brinkman made a motion to approve Resolution No. 2022-08, under the condition that there is a discussion with Dollar General about the gate on the south side of the property. Council Member Waller seconded the motion. The said motion carried 4-0.

18. Ordinance No. 2022-04 - Amendment to the General Employees' Pension Plan (First Reading)

Staff: Iramis Cabrera, Planning, Building & Zoning

SUMMARY: The Village General Employees' Pension Plan Board of Trustees requested an actuarial review of the General Employee Pension Plan. Based on their review, several amendments were recommended. Ordinance No. 2022-04 is

presented before the Village Council to consider approval of the recommended changes as outlined in the Plan Administrator's letter.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on July 7, 2022.

Fiscal Impact:

The proposed Ordinance No. 2022-04 does not have a fiscal impact on the Village.

Assistant Village Manager Glas-Castro introduced this item. She advised that Ordinance No. 2022-04, pertains to an Internal Revenue Service (IRS) change to the minimum age requirement from 70 ½ to 72 for retirement benefits in the Employees' Pension Plan

Mayor Smith offered the public an opportunity to speak. There were no comments. Village Attorney Torcivia read the title of the caption to the record.

Council Member Waller made a motion to approve Ordinance No. 2022-04. It was seconded by Vice Mayor Gunther. The said motion carried 4-0.

19. **Ordinance No. 2022-05 - Reapportionment of Council Districts (*First Reading*)**
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Village Charter requires that Council district boundaries be evaluated and reapportioned following the availability of data from the 2020 U.S. Census. New district boundaries should 1) be drawn to create districts of a nearly equal population, 2) be arranged in a logical and compact geographic pattern, 3) promote fair representation, and 4) consider service boundaries of public facilities.

The total village population as of April 1, 2020, was 26,890. According to the Village Charter, the four (4) Village Council districts must be evaluated. The redistricting exercise was conducted with the assumption that the 2020 Census Blocks would be maintained as a whole geographic unit within a single Council district (Census Blocks were not split between districts). Consideration of future population growth based on approved residential projects was included. The redistricting exercise also recognized considerations recommended by the U.S. Census Bureaus:

- Population counts based on the total number of persons, including children, noncitizens, and others not eligible to vote
- No more than 10% deviation (in population count) between the smallest and largest district
- Reasonable contiguity and compactness of each district
- Preserve "communities of interest".

The Village Charter provides that the new Council district boundaries will supersede previous boundaries at the next regular Village election (March 2023).

Further, no Councilmember shall lose their position on the Village Council due to redistricting until the expiration of their term.

Ordinance No. 2022-05 was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Village Clerk.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on July 7, 2022.

Fiscal Impact:

The reapportionment of Council districts does not have a direct fiscal impact on the Village.

Assistant Village Manager Glas-Castro discussed this item. She explained the reapportionment was based on the 2020 Census.

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

Vice Mayor Gunther made a motion to approve Ordinance No. 2022-05. Council Member Waller seconded the motion. The said motion carried 4-0.

20. Ordinance No. 2022-06 - Village Code Amendment - Chapter 2 – Lien Reductions (*First Reading*)

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Administration requests an amendment to the Village Code - Chapter 2, Administration, Article III Code Enforcement, Sections 2-237 and 2-238, pertaining to the process for lien reductions.

At this time, daily fines assessed by order of the special magistrate may accrue with no cap. Extreme lien balances that far exceed the value of a property may deter compliance because the property owner or contract purchaser cannot afford to satisfy the lien. Village staff desires to facilitate compliance with properties, and propose changes to the lien reduction process that might entice compliance. The proposed ordinance establishes the following:

- Cap liens to 250% of the appraised value of the property
- Allows documented expenses incurred bringing a property into compliance to be considered in fine reductions
- Allows the Village Manager to negotiate a stipulated agreement to bring homesteaded properties into compliance

Ordinance No. 2022-06 was prepared by the Village Attorney and reviewed by the Village Manager, Assistant Village Manager, Village Clerk, and Police Department Support Services Supervisor.

If approved on first reading, the proposed ordinance will be considered for 2nd and

final reading by the Village Council on July 7, 2022.

Fiscal Impact:

The objective of code enforcement is compliance with Village Codes, not collection of fines. The proposed ordinance may reduce overall liens on record, but result in greater levels of compliance.

Village Manager Bornstein introduced this item. He explained that the purpose of the ordinance is to get properties in good condition. Currently, the number of liens outpaced the value of the property. The ordinance will cap the liens.

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

Mayor Pro Tem Brinkman made a motion to approve Ordinance No. 2022-06. Vice Mayor Gunther seconded the motion. The said motion carried 4-0.

21. Proposed **Resolution No. 2022-20 - Site Development Plan (SPR22-09) and Special Exception Use (PSSE22-05) - Patel Dental Office - 1962 South Military Trail (Quasi-Judicial Hearing)**

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Aaron M. Taylor, agent for the owner, Vaani Real Estate LLC, requests a Site Development Plan (SPR22-09) and Special Exception Use (PSSE22-05) approval for the Commercial General property located at 1962 South Military Trail. The applicant proposes the construction of a 4,977 square foot dental office with a laboratory.

Currently, the 0.59-acre property is undeveloped. The property was voluntarily annexed into the Village in August 2004. The annexation was subject to an agreement to grant Special Exception Use for the development of eight flex units within one building, and additionally to permit a 96 ft. lot width and lot frontage. The deviation from standard lot width/frontage is still effective.

A medical office is permitted to be used in the Commercial General district (CG). However, a dental laboratory is permissible as a Special Exception Use in the CG district. The proposed uses provide a transition between the commercial use along South Military Trail and the multi-family residences along Line Drive.

As part of the proposed Site Development Plan, the applicant is requesting three (3) variances:

1. (PSV22-05) - Request to allow a 5.5' wide landscaped buffer along the northern boundary adjacent to Line Drive (provides relief from Section 34-162(b)(6) that requires a 10' wide buffer).
2. (PSV22-06) - Request to allow a 10' side setback along the south side of the property (provides relief from Section 34-826(7) that requires a 15' side

setback).

3. (PSV22-07) - Request to allow a 6' height monument sign being setback 5' (Provides relief from Section 34-327(b)(1) that requires a maximum height of 5' when the sign is being setback 5').

Note: Variances 1 and 2 were approved by the Planning and Zoning Board during their regular meeting on May 10, 2022. The requested sign setback variance was not considered by the Planning & Zoning Board as the Village Code (Section 34-329) provides that sign variances are approved by the Village Council.

The Planning and Zoning Board considered this application during their May 10, 2022 meeting and recommended approval. The Board expressed concerns regarding the number of proposed patient procedure rooms and recommended reducing the number of rooms in order to reduce the number of employees and patients at the property to prevent future parking issues.

The Planning, Zoning & Building staff do not object to the proposed Special Exception Use, Site Development Plan, and variances requested, and recommend conditional approval to facilitate the development project proposed for the property.

Fiscal Impact:

The proposed development will enhance the village's assessed property valuation. Additionally, the new construction may have a positive effect on neighboring properties.

The Village Clerk swore in the applicant, Mr. Aaron Taylor, and staff. Assistant Village Manager Glas-Castro gave the staff's presentation. Mr. Taylor gave a presentation as the Applicant.

Mrs. Glas-Castro elaborated on the concerns of the Planning & Zoning Board with parking. She explained their concern with adequate parking because of the customers and employees at the location.

Mayor Smith offered the public and Council an opportunity to speak on this item. Vice Mayor Gunther asked Mr. Taylor about the landscaping at the location.

There was an additional conversation about the sign variance. Mr. Taylor explained there was an approximate difference of 1-foot. Further discussion ensued among the Council.

Hearing no further comment, public comment was closed. Village Attorney Torcivia read the title of the caption into the record.

Mayor Pro Tem Brinkman made a motion to approve Resolution No. 2022-20. It was seconded by Vice Mayor Gunther. The said motion carried 3-1(Council Member Waller dissenting).

ACTIONS AND REPORTS

Village Manager Bornstein advised the Council that the new Utilities Director, Mr. Jimmy Johnson, would start work on June 13, 2022, and Mr. Paul Ward would assume the position as the Assistant Utilities Director. Village Manager Bornstein recognized Mr. David Harden for forty-five (45) years of service in city government. He discussed the final selection of the Village's new logo. He mentioned the Fall Festival would also tie into the Village's 65th Anniversary. He wanted to recognize the founder(s) of the Village during the events held by the Village.

VILLAGE MANAGER COMMENTS

The Village Manager did not have any comments.

VILLAGE COUNCIL COMMENTS

The Council thanked Mr. Ward for his hard work. They commented that the parks looked good. There was discussion about the housing crisis and the steady increase in rents. There is a need to become more creative to meet the needs of the community. The Council discussed whether there is a process or policy for proclamations. Landscaping behind the L.A.B building (Village Hall Municipal Complex – Parks & Recreation Building) should get checked (i.e., palm trees). The Council announced Representative Silvers was hosting a food drive on the weekend.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:11 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Village Council Regular Meeting held on **June 9, 2022**. Which minutes were formally approved and adopted by the Village Council on **July 21, 2022**.

Kimberly Wynn, Village Clerk



**VILLAGE COUNCIL MEETING MINUTES
COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
JULY 7, 2022 AT 6:30 PM**

CALL TO ORDER

Mayor Smith called the Village Council Regular Meeting to Order at 6:31 p.m.

ROLL CALL

Present: Mayor Beverly Smith, Vice-Mayor Doug Gunther, Mayor Pro Tem Joni Brinkman (arrived at 6:34 p.m.), Council Member Patti Waller, and Council Member Gary Ready

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli as Sergeant in Arms, Planning, Zoning and Building Director Iramis Cabrera, Superintendent Public Service Timothy Crespo, Assistant Finance Director, Mariana Ortega, Parks and Recreation Director, Justin Lucas, and Assistant Utilities Director Paul Ward, and Utilities Director Jimmy Johnson

INVOCATION

The Village Manager, Mr. Bornstein, led the Invocation.

PLEDGE OF ALLEGIANCE

The Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Village Manager Bornstein noted no requested changes to the agenda from staff.

Council Member Waller made a motion to approve the Agenda as presented. Council Member Ready seconded the motion. The said motion carried 4-0.

CONSENT AGENDA

- 1. Approve R.L. Pratt Water Treatment Plant Generator Replacement (Task Order No. 296) - Invitation to Bid (ITB No. 2022B-009) - Utilities Department (FY2022 Budget Funded - Water & Sewer Enterprise Fund) - All Florida Contracting Service**

Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Department must replace the existing emergency generator at the R.L. Pratt Water Treatment Plant. The current emergency generator was installed in 1986 and has outlived its useful life. The cost of preventative and corrective maintenance on the existing generator also contributes to whether to replace it with a new emergency generator. By installing a new emergency generator, the Village can ensure potable drinking water for the community during emergencies and natural disasters such as hurricanes.

The Village Council has authorized Holtz Consulting to serve as the Village's consulting engineer to complete the engineering and design for this project (Task Order #296) for \$44,560.00. The proposed construction project consists of the demolition of the current emergency generator, installation of the new emergency generator with all controls, electrical wiring, and plumbing required, and the restoration of the building that houses the existing generator. In addition, the contractor will provide a temporary emergency generator to keep the water treatment plant protected during construction.

To ensure the lowest possible price for this project, the Village issued an Invitation to Bid (ITB) on April 14, 2022, for R.L Pratt Water Treatment Plant Generator Replacement. This process was completed by the Village through a competitive bid selection process - R.L. Pratt Water Treatment Plant Replacement (ITB No. 2022B-009 - April 14, 2022).

Within the FY 2022 Budget - Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village approved \$530,000.00 for the R.L. Pratt Water Treatment Plant Generator Replacement. Four (4) bid proposals were received:

<u>Vendor</u>	<u>Total Bid</u>
Austen Builders	\$270,447.00
All Florida Contracting Service	\$380,200.00
Lawrence Lee Construction Services	\$786,000.00
Boromei Construction Inc.	\$0 Incomplete

After reviewing the four (4) bids received, the Assistant Utilities Director, Utilities Project Manager, the Village Attorney, and the Village's Consulting Engineer, Holtz Consulting, determined that All Florida Contracting Service provided the lowest responsible and responsive bid. Boromei Construction provided no pricing on their bid submittal and the bid was determined to be incomplete. Austen Builders was the lowest received bid. However, they did not include the specified generator manufacturers in their bid and due to this irregularity, their bid was rejected. As a result, the staff is recommending that the Council award this proposed contract (Task Order #296) to All Florida Contracting Service for the

amount of \$380,200.00.

If approved, the Village would accept All Florida Contracting'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 within the approved budget as it may be adopted/amended each year for these goods and/or services over the term of this contract.

The project will take approximately 240 days (April 2023) to complete following the Notice to Proceed from the Village. Long lead time on the emergency generator due to supply chain shortages may delay the start of the project.

Village Attorney prepared the proposed agreement, and it was reviewed by the Assistant Utilities Director, the Utilities Project Manager, and the Finance Director.

The Village has not worked with the proposed vendor previously but did receive positive feedback from the supplied references.

Fiscal Impact:

Funding to support the proposed R.L. Pratt Water Treatment Plant Generator Replacement project is available within the FY 2022 Budget - Water & Sewer Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount:</u>
FY 2021 Actual Funding - Water & Sewer Fund Task Order #296	\$ 4,044.00
FY 2022 Approved Funding - Water & Sewer Fund Task Order #296	\$530,000.00
Total Allocated/Approved Budget - Task Order #296:	\$534,044.00
FY 2021 Project Cost - Actual Engineering - Water & Sewer Fund Task Order #296	\$ 4,044.00
FY 2022 Project Cost - Estimated Engineering - Water & Sewer Enterprise Fund Task Order #296	\$ 40,516.00
FY 2022 Project Cost - Estimated Construction Cost - Water & Sewer Fund Task Order #296	\$380,200.00
Total Project Request/Cost Task Order #296:	\$424,760.00

Note: The proposed bid amount (\$380,200.00) was submitted by All Florida Contracting Service and was below the engineer's estimate of \$749,000.00.

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

term of this contract.

2. **Approve Inflow & Infiltration Study - Work Authorization No. KH-U15 Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Kimley-Horn and Associates, Inc.**

Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Department has a need to conduct an Inflow and Infiltration study on the existing gravity sewer system. The Village has been experiencing inflow and infiltration (I&I) through the entire gravity sewer system, which leads to additional monthly operating expenditures for transmission costs through the Palm Beach County Water Utilities and Lake Worth Sub-Regional wastewater interconnects. This study will help the Village identify and prioritize gravity sewer areas that have a large amount of I&I, allowing the Village to direct funding for pipe replacement and pipelining to help reduce the volume of groundwater transmitted through the Village's wastewater system.

The Village performed a Wastewater Transmission System Model and Master Plan of its Wastewater Facilities in 2018, whereby it was recommended that the Village make overall system improvements for the benefit of increasing transmission system capacity. By identifying the impact of I&I on the Village's wastewater system, the improvements to the gravity sewer system will address that recommendation, by identifying and minimizing the collection of I&I flow into the system.

As a result, the Village Council is requested to approve Work Authorization KH-U15 to support all required professional engineering services and related tasks associated with an Inflow and Infiltration Study by Kimley-Horn and Associates, Inc., the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Work to Be Completed</u>	<u>Amount</u>
Desktop I&I Analysis	\$35,705.00
Flow Metering Monitoring Plan and Report	\$31,720.00
Total	\$67,425.00

The Village Council has approved \$30,000.00 for the Inflow & Infiltration Study with the FY 2022 Budget - Water and Sewer Enterprise Fund. Additional funding for the Inflow and Infiltration study will be requested within the FY 2023 Budget to complete the study. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Staff recommends approval of the proposed Work Authorization KH-U15 with

Kimley-Horn for \$67,425.00 for professional engineering services associated with the Inflow and Infiltration Study. If approved, the Village would accept Kimley Horn's pricing as outlined within the previously approved General Consulting Services Continuing Contract with Kimley-Horn including all terms, conditions, and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2018-002 - Utility Engineering Services Continuing Contracts) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

If approved, it is estimated that the proposed I&I Study work will take approximately one hundred and ninety-five (195) days to complete (February 2023) from the date the work authorization is issued to Kimley-Horn by the Village.

The proposed work authorization was prepared by Kimley-Horn and reviewed by the Assistant Utilities Director, Assistant Village Manager, Village Attorney, and Finance Director.

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

Fiscal Impact:

Funding to support the proposed work authorization (KH-U15) is currently available within the FY 2022 Budget - Water and Sewer Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2022 Budget - Water and Sewer Enterprise Fund:	\$30,000.00
FY 2023 Budget (proposed budget request) Water and Sewer Enterprise Fund:	\$50,000.00
Total Estimate Project Funding	\$80,000.00
<u>Expected Project Cost Engineering:</u>	<u>Amount</u>
FY 2022 Project Request/Cost - Engineering - Water and Sewer Enterprise Fund:	\$30,000.00
FY 2023 Project/Cost - Engineering - Water and Sewer Enterprise Fund:	\$37,425.00
Total Estimated Project Funding	\$67,425.00

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

contract.

3. **Resolution No. 2022-24 - Approve Utility Accounts Write-Offs -Utilities Department (FY 2022)**

Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Division in the Public Service Department is responsible for providing the treatment and delivery of the highest quality potable water and the collection and treatment/disposal of wastewater (sewer) services to our residents, businesses, and customers while ensuring full compliance with all local, state, and federal environmental regulatory agencies. Village operations performed through an Enterprise Fund require that all expenditures support the services and products provided support the revenues collected.

The Village's Water & Sewer Enterprise Fund was established as a separate accounting fund and is maintained in accordance with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB). As a proprietary fund, the Water & Sewer Enterprise Fund is self-supporting in that the services rendered by the fund are generally financed through user charges or on a cost-reimbursement basis. As a result, timely and current payment of the Village's utility billings is necessary to ensure the sufficiency of revenues to cover current and future utility expenses, which include operating expenses, renewal and replacement expenses, transfers to the General Fund, and capacity-related expenses.

As in any large-scale business enterprise, it is expected that a portion of utilities' revenues will, unfortunately, become uncollectible. This can be due to several factors, including:

1. Outstanding balances remain on accounts after tenants abandon their properties, and the security deposits are insufficient to cover outstanding balances.
2. Vacant properties that generate a Readiness-to Serve charge and the owners are unable or unwilling to pay.
3. Utility office staff inadvertently overlook outstanding balances from a previous owner(s) prior to establishing an account for a new owner. Supervisory oversight and standard operating policies are in place to limit this.

The staff in the Utilities Customer Service Division work to minimize the aging of delinquent accounts through the following actions and initiatives:

1. Every account is reviewed for outstanding balances when a new customer comes in to establish a new account.
2. Lien search requests are provided to patrons/owners or title companies with updated past due or current balances.
3. Tenants, including occupants, listed on the lease presented during a new service activation are carefully reviewed for any outstanding balances,

which must be satisfied prior to establishing the new service.

4. New owners are required to undergo a lien search prior to establishing a new service, and outstanding balances will be identified (and hopefully paid) in the search results.

When all of the above efforts have failed, Chapter 78 - Utilities - Division 1. Generally, Sec. 78-40 Billing delinquencies of the Village's Code of Ordinances (in addition to other sections of the Code), provide the Village with the authorization to attempt to collect delinquent utility fees. However, if the Village is unable to collect these amounts, and they are more than four (4) years past due because of a statute of limitations preventing certain actions after a period of time, Florida Statute Section 95.11(3)(p).

Thus, the Village's Utility staff is requesting that the Council consider declaring \$63,013.77 as uncollectable for the period from October 1, 2017, through September 30, 2018, as a result of customer non-payment. If approved, this amount will be considered uncollectable; however, the Village will continue to look to collect a portion of this amount due to property sales and/or customers opening new accounts.

The proposed FY 2022 write-off journal was prepared by the Public Service's Customer Relations Supervisor and reviewed by the Finance Department prior to review by the Assistant Utilities Director.

The proposed write-offs, if approved, would provide a more transparent mechanism for the annual discharge of bad debts from uncollectible utility customer accounts receivable balances in accordance with generally accepted accounting principles (GAAP). Once the accounts are written off, the uncollectible amounts will get expended as bad debt and the Village will remove the associated unrealized amounts from its records. This provides for a more accurate representation of the financial health of the utility enterprise fund.

Due to the amount requested to be written off, and for transparency, utility write-offs are presented before the Council annually for approval before they are posted.

Fiscal Impact:

The Utilities Department is requesting that the Village Council authorized \$63,013.77 in uncollectible fees which originated at least four (4) years ago (during the period from October 1, 2017, through September 30, 2018) as a result of the non-payment of customers' bills.

4. **Resolution No. 2022-25 - Adopt Purchasing Policies and Procedures Manual**
Staff: Rebecca Morse, Chief Financial Officer

Summary: The Village has completed a Purchasing Policy and Procedures Manual to provide practical guidance for Village staff to expedite purchases needed for Village operations while maintaining compliance with the Village Purchasing code and Village procedures. The Village is required to purchase goods and services necessary for the operation and maintenance of the Village government. This Policies and Procedures Manual provides the guidelines and instructions to ensure that: This new manual recognizes the new purchasing thresholds and approval levels and encourages the use of Village Purchasing Cards as a more efficient method of making small (non-capital) purchases.

The manual highlights and expands the various purchasing methods and requirements of our Purchase Code Section 58. Included in the manual are updated forms used to support purchasing and payment by our vendors.

Fiscal Impact:

The Purchasing Manual is intended to guide to Village staff to comply with Village Purchasing Code Section 58. No direct fiscal impact, but overall should improve the efficiency of purchasing for Village operations.

End of Consent Agenda....

Mayor Smith offered the public an opportunity to speak on the Consent Agenda. There were no comments from the public.

Vice Mayor Gunther made a motion to approve the Consent Agenda. Council Member Ready seconded the motion. The said motion carried 4-0.

PRESENTATIONS

None

REGULAR AGENDA

5. **Approve Voting Delegate - 2022 Florida League of Cities Annual Conference**
Staff: Kimberly Wynn, Village Clerk

Summary: The Florida League of Cities has requested that each municipality designate one official as the voting delegate for the upcoming 96th Annual Conference to be held at the Diplomat Beach Resort in Hollywood, Florida, August 11th-13th, 2022.

Each year during the business meeting session of the Conference, the designated voting delegate will represent the Village on policy development, the election of League leadership, and the adoption of resolutions that may be introduced during the meeting. One official from each municipality will make decisions that determine the direction of the League.

The deadline to submit voting delegate forms must be received by the League no later than July 29, 2022.

Council Member Waller made a motion to nominate Mayor Smith as the Voting Delegate, and Council Member Waller and Council Member Ready as Alternate Voting Delegates. Vice Mayor Gunther seconded the motion. The said motion carried 4-0.

Fiscal Impact:

There is no fiscal impact on the Village.

PUBLIC COMMENT

At this time, Mayor Pro Tem Brinkman arrived (6:34 p.m.) Mayor Smith called for Public Comment. There were none.

PUBLIC HEARINGS

6. Ordinance No. 2022-04 - Amendment to the General Employees' Pension Plan (*Second Reading*)

Staff: Kimberly Glas-Castro, Assistant Village Manager

Summary: The Village General Employees' Pension Plan Board of Trustees requested an actuarial review of the General Employee Pension Plan. Based on their review, several amendments were recommended. Ordinance No. 2022-04 is presented before the Village Council to consider approval of a recommended change that was effective as of January 1, 2020. The Internal Revenue Code was amended to increase the required minimum distribution age from 70½ to 72.

Ordinance No. 2022-04 was advertised in the Lake Worth Herald on Thursday, June 23, 2022. The proposed ordinance is being presented for consideration on the 2nd and final reading.

Fiscal Impact:

Proposed Ordinance No. 2022-04 does not have a fiscal impact on the Village.

The Village Clerk, Ms. Wynn, announced the statement of advertisement for Ordinance No. 2022-04. Assistant Village Manager Glas-Castro advised Council that the Ordinance was for housekeeping to comply with IRS requirements. Mayor Smith offered the public and Council an opportunity to speak on Ordinance No. 2022-04. There were no comments. Village Attorney Torcivia read the title of the caption into the record.

Council Member Waller made a motion to approve Ordinance No. 2022-04. Council Member Ready seconded the said motion. There was a roll call vote as follows: Vice - Mayor Gunther -Yes, Mayor Pro Tem Brinkman - Yes, Council

Member Waller - Yes, Council Member Ready - Yes, and Mayor Smith - Yes. The said motion carried 5-0.

7. Ordinance No. 2022-05 - Reapportionment of Council Districts (Second Reading)

Staff: Kimberly Glas-Castro, Assistant Village Manager

Summary: The Village Charter requires that Council district boundaries be evaluated and reapportioned following the availability of data from the 2020 U.S. Census. New district boundaries should 1) be drawn to create districts of a nearly equal population, 2) be arranged in a logical and compact geographic pattern, 3) promote fair representation, and 4) consider service boundaries of public facilities.

The total village population as of April 1, 2020, was 26,890. According to the Village Charter, the four (4) Village Council districts must be evaluated. The redistricting exercise was conducted with the assumption that the 2020 Census Blocks would be maintained as a whole geographic unit within a single Council district (Census Blocks were not split between districts). Consideration of future population growth based on approved residential projects was included. The redistricting exercise also recognized considerations recommended by the U.S. Census Bureaus:

- Population counts based on the total number of persons, including children, noncitizens, and others not eligible to vote
- No more than 10% deviation (in population count) between the smallest and largest district
- Reasonable contiguity and compactness of each district
- Preserve “communities of interest”.

The Village Charter provides that the new Council district boundaries will supersede previous boundaries at the next regular Village election (March 2023). Further, no Councilmember shall lose their position on the Village Council due to redistricting until the expiration of their term.

Ordinance No. 2022-05 was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Village Clerk. It was advertised in the Lake Worth Herald on Thursday, June 23, 2022.

The proposed ordinance is being presented for consideration on the 2nd and final reading.

Fiscal Impact:

The reapportionment of Council districts does not have a direct fiscal impact on the Village.

The Village Clerk, Ms. Wynn, announced the statement of advertisement for Ordinance No. 2022-05. Assistant Village Manager Glas-Castro advised Council that the purpose of the Ordinance is to redistrict based on the 2020 Census. She reviewed the new map with the Council showing their new districts. Mayor Smith offered the public and Council an opportunity to speak on Ordinance No. 2022-05. There were no comments. Village Attorney Torcivia read the title of the caption into the record.

Council Member Ready made a motion to approve Ordinance No. 2022-05. Council Member Waller seconded the said motion. There was a roll call vote as follows: Vice-Mayor Gunther --Yes, Mayor Pro Tem Brinkman - Yes, Council Member Waller - Yes, Council Member Ready - Yes, and Mayor Smith - Yes. The said motion carried 5- 0.

8. Ordinance No. 2022-06 - Village Code Amendment - Chapter 2 - Lien Reductions (Second Reading)

Staff: Kimberly Glas-Castro, Assistant Village Manager

Summary: The Administration Department request an amendment to the Village Code - Chapter 2, Administration, Article III Code Enforcement, Sections 2-237 and 2-238, about the process for lien reductions.

At this time, daily fines assessed by order of the special magistrate may accrue with no cap. Extreme lien balances that far exceed the value of a property may deter compliance because the property owner or contract purchaser cannot afford to satisfy the lien. The village staff wants to facilitate changes to the lien reduction process that might entice property compliance. The proposed ordinance establishes the following:

- Cap liens to 250% of the appraised value of the property
- Allows consideration of documented expenses incurred to bring a property into compliance with fine reductions
- Allows the Village Manager to negotiate a stipulated agreement to bring homesteaded properties into compliance

The proposed ordinance has been modified since the 1st reading to clarify that a homesteaded property owner is eligible for the new procedure if they have already brought the property into compliance and have extraordinary circumstances that permit the Village Manager's consideration instead of the Special Magistrate.

Ordinance No. 2022-06 was prepared by the Village Attorney and reviewed by the Village Manager, Assistant Village Manager, Village Clerk, and Police Department Support Services Supervisor. The Lake Worth Herald advertised Ordinance No. 2022-06 on June 23, 2022.

The proposed ordinance is being presented for consideration on the 2nd and final

reading.

The Village Clerk, Ms. Wynn, announced the statement of advertisement for Ordinance No. 2022-06. Assistant Village Manager Glas-Castro advised Council that the purpose of the Ordinance is to help bring properties into compliance and make them viable. Mayor Smith offered the public and Council an opportunity to speak on Ordinance No. 2022-06. There were no comments. Village Attorney Torcivia read the title of the caption into the record.

Council Member Ready made a motion to approve Ordinance No. 2022-06. Mayor Pro Tem Brinkman seconded the said motion. There was a roll call vote as follows: Vice-Mayor Gunther - Yes, Mayor Pro Tem Brinkman - Yes, Council Member Waller - Yes, Council Member Ready - Yes, and Mayor Smith - Yes. The said motion carried 5- 0.

Fiscal Impact:

The objective of code enforcement is compliance with Village Codes, not a collection of fines. The proposed ordinance may reduce overall liens on record; but result in greater levels of compliance.

ACTIONS AND REPORTS

There were no actions and reports from Village Manager Bornstein.

VILLAGE MANAGER COMMENTS

Village Manager Bornstein introduced the Council to Mr. Jimmy Johnson as the new Director of Public Service. He also introduced Mr. Paul Ward as the new Assistant Public Service Director and thanked him for his hard work over the past couple of months. Village Manager Bornstein addressed the mishap with the Fourth of July fireworks. He explained there was an issue with the vendor that involved a shortage of the product.

VILLAGE COUNCIL COMMENTS

The Council Members welcomed Mr. Johnson to Palm Springs and expressed their thoughts about the Fourth of July event.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:51 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **July 7, 2022**. Which minutes were formally approved and adopted by the Village Council on **July 21, 2022**.

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, JULY 21, 2022, AT 5:30 P.M.
BUDGET WORKSHOP/REGULAR COUNCIL MEETING
(REGULAR COUNCIL MEETING WILL BEGIN IMMEDIATELY FOLLOWING
THE BUDGET WORKSHOP)**



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Administration

ITEM #3: Appointment to the Library Board

SUMMARY: Currently, there are (1) Regular member and two (2) Alternate member vacancies on the Library Advisory Board. Ms. Frances Storey resigned as a Regular member on September 24, 2020, and this position has remained vacant.

Mr. Rick DiRienzo has expressed an interest in serving as a Regular member. If appointed, Mr. DiRienzo would serve an unexpired three-year term ending May 14, 2023.

If approved, there will be a vacancy for one (1) Senior Alternate and one (1) Junior Alternate member to serve a three-year term on the Library Advisory Board.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Administration

ITEM #4: Resolution No. 2022-26 - Utilizing the Palm Beach County League of Cities Infrastructure Surtax Citizens Oversight Committee

SUMMARY: In May 2016, the Village Council entered into an Interlocal Agreement with Palm Beach County and the School Board of Palm Beach County to support a one-cent infrastructure surtax for capital improvement projects and equipment that were not funded due to the recent economic recession and dramatic decreases in assessed property values over the past decade.

The agreement required the Village to establish an Infrastructure Surtax Citizen Oversight Committee (or to utilize the Palm Beach County League of Cities Infrastructure Surtax Citizen Oversight Committee) that would ensure that all expenditures are completed in accordance with County Ordinance 2016-032 and State Statute Sections 212.055(2), 163.3164, 163.3221 & 189.01.

The Village established its own oversight committee via Resolution No. 2017-06. Over the past year, all three committee members have resigned (for various personal reasons). The staff has recommended that the Village utilize the League's Infrastructure Surtax Citizen Oversight Committee, and the League's Board of Directors approved the Village's request at its June 22, 2022 meeting. Seventeen (17) cities utilize the League's oversight committee.

Current members include:

- Chair Ken Schenck, Former Manager
- David Harden, Former Manager
- Shannon LaRocque, Wellington Utility Director
- Ray Liggins, Royal Palm Beach Manager
- Kelly Smallridge, Business Development Board

The League's oversight committee will only review those capital projects that were not previously considered and confirmed eligible by the Village oversight committee.

The proposed Resolution supersedes that approved in 2017 and designates the Palm Beach County League of Cities' Infrastructure Surtax Citizen Oversight Committee to review proposed Village expenditures of surtax dollars.

FISCAL IMPACT:

Utilizing the League's Infrastructure Surtax Citizen Oversight Committee will not have a direct impact on the Village; however, this committee will assist in ensuring that all surtax expenditures meet the requirements of state law.

ATTACHMENTS:

1. Proposed Resolution No. 2022-26 - Palm Beach County League of Cities Infrastructure Surtax Oversight Committee

RESOLUTION NO. 2022- 26

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, UTILIZING THE PALM BEACH COUNTY LEAGUE OF CITIES INFRASTRUCTURE SURTAX CITIZENS OVERSIGHT COMMITTEE; SUPERCEDING RESOLUTION NO. 2017-06 ESTABLISHING A VILLAGE OF PALM SPRINGS INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE; PROVIDING FOR SUNSET AND FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on May 17, 2016, the Board of County Commissioners of Palm Beach County (the " BCC") adopted Ordinance No. 2016- 032 to impose a voter approved one percent (1%) local government infrastructure surtax (the " Surtax") to be utilized by the County, the School Board, and the municipalities within Palm Beach County for the financing, planning, constructing, reconstructing, renovating, and improving of needed infrastructure; and

WHEREAS, a referendum on the Surtax was held on November 8, 2016, and the voters of Palm Beach County approved said Surtax; and

WHEREAS, County Ordinance No. 2016-032 and the ballot language approved by voters in the referendum called for "independent oversight by citizen committees" to review the County, the School Board, and the municipalities' respective expenditures of Surtax proceeds; and

WHEREAS, County Ordinance No. 2016- 032 provides that the Village Council may create its own citizen oversight committee to provide advice and recommendations to the Village Council regarding the Village' s expenditure of Surtax proceeds; and

WHEREAS, in May 2016, the Village Council entered into an Interlocal Agreement with Palm Beach County and the School Board of Palm Beach County ("the Agreement") to support a one-cent infrastructure surtax for capital improvement projects and equipment that were not funded due to the recent economic recession and dramatic decreases in assessed property values over the past decade; and

WHEREAS, the Agreement provides for the Village, at its option, to establish an Infrastructure Surtax Citizen Oversight Committee or to utilize the Palm Beach County League of Cities Infrastructure Surtax Citizen Oversight Committee, in order ensure that all expenditures are completed in accordance with County Ordinance 2016-032 and Sections 212.055(2), 163.3164, 163.3221 & 189.01, Florida Statutes; and

WHEREAS, on February 9, 2017, the Village Council approved Resolution No. 2017-06, establishing the Village's own oversight committee consisting of three members who are residents of the Village ("the Village oversight committee"); and

WHEREAS, over the past year, all three Village oversight committee members have resigned for various personal reasons; and

WHEREAS, in lieu of attempting to reconstitute the Village oversight committee with three newly appointed members, staff has recommended that the Village exercise its option to utilize the Palm Beach County League of Cities' Infrastructure Surtax Citizen Oversight Committee: and

WHEREAS, seventeen (17) other municipalities utilize the League's oversight committee; and

WHEREAS, the League's oversight committee will review only those capital projects that were not previously considered and confirmed eligible by the Village oversight committee; and

WHEREAS, on June 22, 2022. the Board of Directors of the Palm Beach County League of Cities ("the League") approved the Village's request to utilize the League's Infrastructure Surtax Citizen Oversight Committee, subject to Village Council approval; and

WHEREAS, the Village Council finds that the League's oversight committee is well qualified and experienced, and sufficiently knowledgeable of the Village's infrastructure needs, to provide oversight regarding the Village's expenditure of surtax proceeds for the financing, planning, constructing, reconstructing, renovating and improving of needed infrastructure within the Village; and

WHEREAS, the Village Council therefore desires to utilize the Palm Beach County League of Cities Infrastructure Surtax Oversight Committee as the Infrastructure Surtax Citizen Oversight Committee for the Village.

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

Section 1. The Village Council hereby designates the Palm Beach County League of Cities Infrastructure Surtax Oversight Committee as the Village's Infrastructure Surtax Citizen Oversight Committee .

Section 2. Unless superseded, this Resolution utilizing the Palm Beach County League of Cities Infrastructure Surtax Oversight Committee as the Village's Infrastructure Surtax Citizen Oversight Committee shall remain in effect until the expiration or sunset of the surtax as provided by Palm Beach County Ordinance 2016-032.

Section 3. This Resolution shall take effect immediately upon its adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this 21st day of July 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEVERLY SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Utilities

ITEM #5: Approve Water Well #13 Rehabilitation (Task Order No. 304) - Work Authorization No. CD-U04 Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Centerline Drilling, Inc.

SUMMARY: The Utilities Department must rehabilitate one (1) surficial aquifer water well (Well #13) to restore the quality and quantity of water produced from the well. The Village's two (2) water treatment plants are supplied with raw water from sixteen (16) surficial aquifer wells that are located throughout the Village and were constructed between 1959 and 2006. Hence, periodic rehabilitation of these wells (including acidization, development, and disinfection) is vital to maintaining the long-term integrity and production of the water supply wells.

In July 2018, the Village completed a Raw Water Supply and Wellfield Evaluation (completed by Connect Consulting, Inc.) that identified Well #13 as a candidate for rehabilitation. Thus, the Public Service Department is recommending that this well be rehabilitated utilizing the Village's existing (piggybacked) contract with Centerline Drilling, Inc. in the (not-to-exceed) amount of \$45,912.36

To ensure the lowest possible price, staff is recommending that the Village utilize our existing agreement, which was piggybacked off the current Town of Jupiter contract. Jupiter awarded that to Centerline Drilling on December 8, 2020. This selection by the Town of Jupiter was completed through a competitive selection process – Town of Jupiter Surficial Well Rehabilitation Program (ITB# W2111-0-2020 - December 8, 2020).

The Village accepted Centerline Drilling's pricing as approved under the Town of Jupiter's contract including all terms, conditions, and pricing. The term of the proposed Town of Jupiter contract would expire on February 16, 2024. The Village will not expend more than the amount within the approved Budget as it may be adopted/amended for each of these goods and services over the term of this contract.

All original bid documents authorizing the initial piggyback with Centerline Drilling are available in the Village Clerk's Office.

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

If approved, it is estimated that the proposed project would be completed within 28 days (September

2022) following the Notice to Proceed by the Village.

The proposed project Work Authorization No. CD-U04 was prepared by Centerline Drilling and reviewed by the Assistant Utilities Director, the Finance Director, and the Village Attorney.

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

FISCAL IMPACT:

Funding to support Task Order #304 is available within the FY 2022 Budget - Water & Sewer Enterprise Fund.

<u>Allocated/Estimated Project Funding:</u>	<u>Amount:</u>
FY 2022 Approved Funding - Water & Sewer Enterprise Fund	\$80,000.00
Total Allocated/Approved Budget:	\$80,000.00

<u>Expected Project Costs:</u>	<u>Amount:</u>
FY 2022 Project Cost - Actual Engineering & Design - Water & Sewer Enterprise Fund	\$14,980.00
FY 2022 Project Cost - Estimated Construction Cost - Water & Sewer Enterprise Fund	\$45,912.36
Total Project Request/Cost:	\$60,892.36

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

ATTACHMENTS:

1. Village of Palm Springs - Work Authorization No. CD-U04 - Well 13
2. Cost Estimate - Centerline Drilling, Inc.
3. Piggyback Contract Line Item Pricing

**PROJECT WORK AUTHORIZATION NO. CD-U04 WITH CENTERLINE DRILLING
FOR SURFICIAL AQUIFER WELL REHABILITATION**

This Project Work Authorization No. CD-U04 is made as of the _____ day of _____, 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 **Centerline Drilling, Inc.**, 1696 Old Okeechobee Road, West Palm Beach, FL 33409, a corporation authorized to do business in the State of Florida, hereinafter referred to as the “Contractor”.

1.0 Project Description:

The Public Service Department has identified a need to potable water supply wells within the Village utility system.

The Village desires the Contractor to provide rehabilitation of the following wells:

1. Well No. 13.

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 twenty-eight (28) 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 \$45,912.36. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for surficial aquifer well rehabilitation between the Village and the Contractor, dated June 10, 2021. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Print Name: _____
My commission expires: _____

**SPECIFICATIONS FOR THE REHABILITATION OF
SURFICIAL AQUIFER PUBLIC WATER SUPPLY PRODUCTION WELL No. 13**

**Village of Palm Springs
Palm Springs, Florida
June 2022**

General Description of Work

The purpose of this specification is to provide for the furnishing of all labor, equipment, and performing all operations for the rehabilitation of surficial aquifer public water supply production Well No. 13 for the Village of Palm Springs (OWNER) in Palm Beach County, Florida. The drilling contractor (CONTRACTOR) shall be subcontracted by the OWNER's representative, Holtz Consulting Engineers Inc. (HCE). The project will be piggybacked on the Town of Jupiter's well rehabilitation contract. All materials will be purchased and provided by the well CONTRACTOR, except as noted. The conceptual well rehabilitation details are provided in this Specification. **Table 1** summarizes the construction details of Well 13.

Table 1. Village of Palm Springs Public Water Supply Well No. 13 Construction Details.

Well	Year Drilled	Well Diameter (in)	Total Well Depth (ft)	Cased Depth (ft)	Screen Interval (ft)	Pump Type
13	1992	20	216	125	125-216	Sub

From WUP #50-00036-W Table A

Background

The Village of Palm Springs plans to rehabilitate existing Well 13 to provide additional flow and pressure to the East Water Treatment Plant (WTP), meet regulatory requirements, and improve the reliability, maintenance, and redundancy to provide a firm capacity of raw ground water to the WTP. The purpose of this well specification is to provide guidance for Centerline Drilling (CONTRACTOR) on the expected course of rehabilitation work for Well 13 so that Centerline can provide a final cost to implement the well rehabilitation work.

Scope of Work

The following tasks are envisioned as part of the rehabilitation efforts:

1. Mobilize all equipment, supplies, and personnel to the site after providing a minimum 2-day notification to Owner prior to arrival. The site is located on the east side of Donald Road, immediately south of Purdy Lane.
2. Take pre-construction photographs of the site access route, well site, and wellhead to be submitted as referenced as pre-construction conditions. The site and access route are to be restored by the CONTRACTOR and returned to the OWNER in equal or better condition.
3. Determine the pre-rehabilitation, specific capacity of the well by determining the current pumping rate (using the installed submersible pump) and measuring the pumping water level in the well.
4. Disconnect power supply (to be conducted by OWNER) and remove wellhead discharge plate.
5. Remove existing well pump and store, up off the ground and covered with plastic sheeting in a secure location either at the East WTP or the CONTRACTOR'S shop.

6. When CONTRACTOR is not on site or the well is left overnight, the CONTRACTOR shall install and securely bolt a blind flange to the existing wellhead each night. The well enclosure gate shall also be closed and locked each night.
7. Conduct static and pumping, pre-rehabilitation borehole videos. A minimum pumping rate of 500 gpm will be required during the dynamic borehole video.
8. Measure the gravel pack depth and provide a minimum of 6,000 pounds (two supersacks) of replacement gravel pack, as needed. Gravel pack shall be a minimum of 95% silica, well rounded, well sorted and graded so that there is 90% retention on the well screen. The type of gravel pack selected will be standard and the supplier location of the gravel will be available within the State of Florida. Gravel pack size will be specified by the HYDROGEOLOGIST.
9. Brush well casings and screen using a heavy-duty nylon brush to remove scale, mineral, and biofouling deposits (assume 4 hours minimum).
10. Air lift well to remove debris created by brushing (assume 4 hours minimum).
11. If determined to be needed by HYDROGEOLOGIST, disinfect well with liquid or pre-mixed granular chlorine (minimum strength should be 200 ppm) applied using a tremie pipe to ensure distribution throughout entire screened interval and surge to agitate well and aid in distribution.
12. Air lift well to remove residual chlorine and debris (assume 2 hours minimum).
13. Mix and pump a solution of hydrochloric acid into the well using a tremie line set to the top of the well screen. The percent acid solution will be determined by the HYDROGEOLOGIST and will likely range from 3% to 12% hydrochloric acid. Up to 1,200 gallons of 32% hydrochloric acid shall be mixed with water to attain the requested hydrochloric acid solution. The hydrochloric acid solution shall be pumped in two batches.
14. Be prepared to remove the acid solution one day after completing the acid injection.
15. After acidization is complete, airlift the well to remove debris and adjust pH (assume minimum 4 hours).
16. Conduct a one-hour specific capacity test to determine whether a second acid treatment will be recommended. This test may be performed with a trash pump.
17. Conduct high pressure jetting/simultaneous air lifting within the entire screen interval to remove sediment and debris that may be present in the filter pack. Assume up to 30 hours of jetting/air lifting time may be required.
18. Install test pump on up to 100 ft of column pipe to raw hide develop the well at a flow rate up to 2,000 GPM until the turbidity is less than 1.0 NTU, SDI measurements are less than 3.0 and the sand rate is at or below 1 mg/L after 30 minutes of pumping time.
19. Surge and pump the well at the same rates as above until the turbidity and sand rate at pump startup are at or near 1.0 NTU and less than 1 mg/L after 10 minutes. Assume up to 30 hours of raw hide development time.
20. Conduct a 3-rate, step drawdown pumping test for 60 minutes per step at pumping rates of approximately 750, 1,000, and 1,250 GPM. Final pumping rates to be determined by the HYDROGEOLOGIST. Collect and record water level data every 5 minutes.
21. Conduct 2-hour constant rate test at a rate of 1,000 GPM. Final pumping rate to be determined by the HYDROGEOLOGIST. Collect and record water level data every 5 minutes.
22. Conduct post-rehabilitation borehole video survey under static and pumping conditions. Record video onto a USB drive and provide 1 field copy and 2 final copies on a USB drive.
23. Install existing pump.
24. Flow test the pump through bypass piping, check wellhead piping for leaks via bubble testing witnessed by Owner. Retighten fittings as necessary.
25. Disinfect well in accordance with AWWA 654-03. Owner will perform bacteriological sampling and analysis. If bacteriological testing performed by Owner does not pass, CONTRACTOR may

- be required to disinfect well up to three times at no additional cost.
26. Restore site to pre-work condition and demobilize from site.

1. LOCATION OF WORK

The work will be performed at existing Well 13, which is located on the east side of Donald Road, south of Purdy Lane in the Village of Palm Springs. Access to the site to be coordinated with the Village of Palm Springs and HCE.

2. DEFINITIONS

Whatever the following words or pronouns occur in these specifications and contract documents, they shall have the meaning herein given:

- (1) The word "OWNER" shall mean the Village of Palm Springs (VPS).
- (2) The word "OWNER'S REPRESENTATIVE" OR "HYDROGEOLOGIST" (Holtz Consulting Engineers, Inc./JLA Geosciences, Inc.) shall mean the person, firm or corporation entering into a contract with the OWNER to oversee the CONTRACTOR and verify work performed.
- (3) The word "CONTRACTOR" (Well Driller) shall mean the person, firm or corporation, supplying labor and materials or labor for work at the site of the project.

3. MATERIALS

Well rehabilitation materials shall be NSF approved and provided by the CONTRACTOR in accordance with the following requirements:

- a. Development Fluids: All development fluids shall be containerized in above ground tanks. Dug mud pits will not be permitted. Tanks shall be of sufficient size and construction to allow settling or removal of cuttings and prevent their discharge off site. The CONTRACTOR is responsible for the removal and proper disposal of all development fluids and formation material. Disposal of development fluids and formation material shall be in accordance with any and all applicable regulatory requirements.
- b. Test Pumping Equipment: Test pumps, motors, and associated components including flow meters, water level meters, sand cone tester, discharge piping, fittings, and any other equipment required to successfully complete well development and test pumping shall be in good working condition, free from defects, and capable of meeting or exceeding the pumping requirements in this specification. CONTRACTOR is responsible for and shall provide all test pumping equipment. Flow meter calibration shall be within 6 months and a certificate of calibration shall be provided prior to starting work.
- c. Disinfection Chemicals: The disinfection agent shall be either "Steriline," liquid chlorine or sodium hypochlorite, or calcium hypochlorite powder.
- d. Rehabilitation Chemicals: The chemicals used for well rehabilitation shall be approved forms of 20 degree liquid hydrochloric acid (inhibited).

4. WELL DEVELOPMENT

The CONTRACTOR shall provide settling tanks for settlement of solids from the discharge water at a location approved by the Client. If required, a transfer pump shall be used to pump discharge water to the designated discharge location. The CONTRACTOR shall anticipate that at least 500 feet of 8-inch diameter "lay-flat" discharge hose or piping may be required to transmit discharge water to an outfall point. The CONTRACTOR shall set up and maintain discharge water transmission hose. CONTRACTOR provided system shall be sufficient to provide settling of solids and transmission of water at the specified flow rates.

Discharge water shall always be contained and under control by the CONTRACTOR. Any erosion that results from the discharge water shall be immediately repaired by the CONTRACTOR to its previous non-eroded condition. The CONTRACTOR shall ensure that the discharge water does not impact adjoining properties, does not flood the project site and does not cause a nuisance in general. The CONTRACTOR shall comply with all local regulations and ordinances related to the discharge of water generated from development and pumping tests.

5. DOCUMENTATION

Detailed daily driller's reports shall be maintained and submitted as requested by the OWNER'S REPRESENTATIVE. The reports shall give a complete description of all activities occurring each day, including a description of the work, quantities of materials installed, measurements taken, time of day arriving to the site and leaving the site, number of hours on the job, shut down, feet of pipe set, and other pertinent data requested by the OWNER'S REPRESENTATIVE. Daily measurements shall include but not be limited to: gravel depths, hourly water discharge sand measurements, pumping rates, daily static and drawdown measurements, other observations. The CONTRACTOR shall collect and record water level data during the pumping tests and submit such data to the OWNER'S REPRESENTATIVE. The CONTRACTOR shall record all quantities of materials used, intervals worked on, and any other pertinent information.

6. COMPLETION SCHEDULE

The CONTRACTOR is given a project time frame of 4 weeks or 28 days from NTP to rehabilitate the well. The CONTRACTOR shall provide a schedule and sequence for each task to allow for monitoring of progress. The schedule should be in days and/or weeks from receipt of authorization from OWNER.

The CONTRACTOR may provide an alternative sequence of activities from the one provided in this specification. OWNER and the OWNER'S REPRESENTATIVE will review and consider the alternative sequence.

7. COST FOR WELL REHABILITATION

The OWNER intends to pay CONTRACTOR for well rehabilitation on a fixed fee basis in accordance with the schedule of values provided in the Town of Jupiter contract.

Centerline Drilling, Inc.

1696 Old Okeechobee Rd., #3C
West Palm Beach, Florida 33409
Water Well Contractor License #11132

Estimate

Date	Estimate #
6/3/2022	17-600

Name / Address
Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461

Project			
Well #13			
Description	Qty	Rate	Total
General Conditions 7% of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)	1	2,819.18	2,819.18
Mobilization/Demobilization 7% of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)	1	2,819.18	2,819.18
Remove and Re-Install Pump Discharge Apparatus (each)	1	4,000.00	4,000.00
Downhole Video (each)	1	1,500.00	1,500.00
Brushing and Swabbing of Well Screen, Riser or Casing (each)	1	800.00	800.00
Airlift Development (per hour)	4	225.00	900.00
Well Disinfection (each)	1	950.00	950.00
Airlift Development (per hour)	2	225.00	450.00
Surficial Aquifer Well Acidization Setup (LS)	1	4,500.00	4,500.00
Well Acidization with 32% HCl (per gallon)	1,200	7.02	8,424.00
Airlift Development (per hour)	4	225.00	900.00
Jetting with Simultaneous Airlift Development (per hour)	30	225.00	6,750.00
Pump Development (per hour)	30	200.00	6,000.00
Step Rate Test (per hour)	5	200.00	1,000.00
Downhole Video (each)	1	1,500.00	1,500.00
Well Disinfection (each)	1	950.00	950.00
Furnish and Install Gravel Pack for Well Screen (per cubic foot)	55	30.00	1,650.00
Thank you for your business.		Total \$45,912.36	
Phone #	Fax #		
(561) 615-0988	(561) 429-8107		
E-mail			
CTRLINEDRILLING@AOL.COM			

Centerline Drilling, Inc. is not responsible for any damage to landscaping, sidewalks, driveways, or underground utilities. Also, there are no guarantees on the quality and or quantity of water and shall not release Owner/Customer from payment other than in accord with this Estimate. Centerline Drilling is not responsible for any electrical, water testing, Water Use Permit, excessive insurance, bond, prevailing wages, or anything not listed above. Manufactures warranty shall apply on all material & equipment, and 90 days on labor. Estimate is Valid for 10 Days.

Signature and Acceptance _____

Bid Schedule of Values
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

The following schedule of bid items has been developed to allow the Town to equitably evaluate bids. Individual bid item unit costs will be used to establish the total cost of each scope of work developed to maintain, rehabilitate, and/or replace wells; work orders will be issued as authorization to proceed with the various scopes of work to be completed under this Contract. Town does not guarantee that estimated quantities shown will be utilized in full, or at all. The Town may utilize some or all of these bid items for each scope of work, as the Town deems necessary.

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
BASE BID ITEMS, GENERAL					
1	Bonds and Insurance (Maximum Allowable 3%)	LS	1	\$19380.00	\$19380.00
2	Indemnification	LS	1	\$100.00	\$100.00
3	General Conditions <u>7</u> % of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)* (Maximum Allowable 8%)	LS	1	\$27,009.50	\$27,009.50
4	Mobilization/Demobilization <u>7</u> % of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)* (Maximum Allowable 8%)	LS	1	\$27,009.50	\$27,009.50
Sub-Total Base Bid, General (Item Nos. 1-4)					\$73,499.00
BASE BID ITEMS, WELL REHABILITATION					
5	Remove and Re-Install Pump Discharge Apparatus	Each	6	\$4000.00	\$24000.00
6	Brushing and Swabbing of Well Screen, Riser or Casing	Each	1	\$800.00	\$800.00
7	Surfactant Treatment	Gallon	500	\$0.50	\$250.00
8	Surficial Aquifer Well Acidization Setup	LS	2	\$4500.00	\$9000.00
9	Well Acidization with 32% HCl	Gallon	2,000	\$5.50	\$11000.00
10	Remove Existing Screen and Riser	Each	1	\$4000.00	\$4000.00
11	Clean Out Open Hole to Total Depth	Foot	50	\$30.00	\$1500.00

*Bidder shall indicate the percentage (%) in the blank provided on the Bid Form for Pay Items 3 and 4. Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items

Bid Schedule of Values (Continued)
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
12	Drill 6-Inch Diameter Pilot Hole to 200-feet, Geophysical Logging and Abandonment.	LS	1	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>
13	Furnish, Install, and Grout In Place 30-inch Steel Surface Casing to 50-feet	FT	50	<u>\$ 570.00</u>	<u>\$ 28,500.00</u>
14	Drill Nominal 28-inch Diameter Borehole Using Mud Rotary Method	FT	70	<u>\$ 150.00</u>	<u>\$ 10,500.00</u>
15	Furnish and Install 20-inch Diameter Schedule 40 PVC Well Casing	FT	120	<u>\$ 125.00</u>	<u>\$ 15,000.00</u>
16	Cement Grout 20-inch Diameter Schedule 40 PVC Well Casing In Place	94 lb. sack	250	<u>\$ 25.00</u>	<u>\$ 6,250.00</u>
17	Drill Nominal 12-Inch Diameter Borehole to 160-feet Using Reverse Air Method	FT	40	<u>\$ 125.00</u>	<u>\$ 5,000.00</u>
18	Furnish and Install 6-inch Diameter 316 Stainless Steel Screen and Riser.	Foot	100	<u>\$ 60.00</u>	<u>\$ 6,000.00</u>
19	Furnish and Install 12-inch Diameter 316 Stainless Steel Screen	Foot	40	<u>\$ 200.00</u>	<u>\$ 8,000.00</u>
20	Furnish and Install 12-inch Diameter SDR17 Certa-Lok PVC Riser Casing	Foot	120	<u>\$ 125.00</u>	<u>\$ 15,000.00</u>
21	Furnish and Install Gravel Pack for Well Screen	Cubic Foot	200	<u>\$ 30.00</u>	<u>\$ 6,000.00</u>
22	Drill nominal 19-inch Diameter Borehole Using Reverse Air Method	Foot	40	<u>\$ 125.00</u>	<u>\$ 5,000.00</u>
23	Furnish and Install Gravel Back Plug for 12-inch Diameter Liner Placement	Cubic Foot	200	<u>\$ 30.00</u>	<u>\$ 6,000.00</u>
24	Furnish and Install 12-inch Diameter Schedule 40 PVC Liner	Foot	50	<u>\$ 100.00</u>	<u>\$ 5,000.00</u>
25	Cement Grout	94 lb. Sk	100	<u>\$ 25.00</u>	<u>\$ 2,500.00</u>

Bid Schedule of Values (Continued)
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
26	Drill Out Gravel Back-Plug	Foot	75	\$ <u>20.00</u>	\$ <u>1500.00</u>
27	Airlift Development	Hour	200	\$ <u>225.00</u>	\$ <u>45000.00</u>
28	Jetting with Simultaneous Airlift Development	Hour	50	\$ <u>225.00</u>	\$ <u>11250.00</u>
29	Pump Development	Hour	200	\$ <u>200.00</u>	\$ <u>40000.00</u>
30	Step Rate Test	Hour	10	\$ <u>200.00</u>	\$ <u>2000.00</u>
31	Well Disinfection	Each	6	\$ <u>950.00</u>	\$ <u>5700.00</u>
32	Bacteriological Sampling and Testing	Each	10	\$ <u>.00</u>	\$ <u>.00</u>
33	Remove and Reinstall Transfer Pump/HSP Including Disinfection	Each	1	\$ <u>1500.00</u>	\$ <u>1500.00</u>
34	Certified Welding Services	Hour	20	\$ <u>90.00</u>	\$ <u>1800.00</u>
35	Flow Meter Calibration Services	Each	2	\$ <u>250.00</u>	\$ <u>500.00</u>
36	Major Site Restoration	Each	2	\$ <u>750.00</u>	\$ <u>1500.00</u>
37	Minor Site Restoration	Each	3	\$ <u>200.00</u>	\$ <u>600.00</u>
38	Downhole Video	Each	6	\$ <u>1500.00</u>	\$ <u>9000.00</u>
39	Extra work by Drilling Crew (Foreman and one Crew Member) with Equipment	Hour	10	\$ <u>175.00</u>	\$ <u>1750.00</u>
40	Extra work by Drilling Crew (Foreman and one Crew Member) without Equipment	Hour	40	\$ <u>50.00</u>	\$ <u>2000.00</u>
41	Standby Time, Rig and Crew onsite	Hour	10	\$ <u>5.00</u>	\$ <u>50.00</u>
42	Standby Time, Rig and Crew offsite	Hour	10	\$ <u>.00</u>	\$ <u>.00</u>
43	Pump/Motor Retrieval	Hour	10	\$ <u>175.00</u>	\$ <u>1750.00</u>

Bid Schedule of Values (Continued)
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
44	Unidentified Parts Allowance	LS	1	\$75,000.00	\$ 75,000.00
45	Disassembly and Inspection of Pump	Each	6	\$ 350.00	\$ 2100.00
46	Pump/Motor Maintenance in Shop	Hour	25	\$ 90.00	\$ 2250.00
47	Licensed Electrician Services	Hour	10	\$ 130.00	\$ 1300.00
Sub-Total Base Bid, Well Rehabilitation Price: (Item Nos. 5-47) =					\$ 385,850.00
Total Base Bid Price: (Item Nos. 1-47) =					\$ 459,349.00

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
ADDITIVE ALTERNATE BID ITEMS, WELL 12A CONSTRUCTION (OPEN HOLE SCENARIO)					
48	Mobilization/Demobilization (Well 12A) (Not to Exceed 10% of Well 12A Construction Cost)	LS	1	\$ 15000.00	\$ 15000.00
49	Drill 6-Inch Diameter Pilot Hole to 200-feet, Geophysical Logging and Abandonment.	LS	1	\$ 10,000.00	\$ 10,000.00
50	Furnish, Install, and Grout In Place 30-inch Steel Surface Casing to 50-feet	FT	50	\$ 570.00	\$ 28500.00
51	Drill Nominal 28-inch Diameter Borehole Using Mud Rotary Method	FT	70	\$ 150.00	\$ 10,500.00
52	Furnish and Install 20-inch Diameter Schedule 40 PVC Well Casing	FT	120	\$ 125.00	\$ 15000.00
53	Cement Grout 20-inch Diameter Schedule 40 PVC Well Casing In Place	94 lb. sack	250	\$ 25.00	\$ 6250.00
54	Drill Nominal 12-Inch Diameter Borehole to 160-feet Using Reverse Air Method	FT	40	\$ 125.00	\$ 5000.00

Bid Schedule of Values (Continued)
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
55	Formation Water Disposal System (Well 12A)	Each	1	\$ <u>16000.00</u>	\$ <u>16000.00</u>
56	Airlift Development	Hour	200	\$ <u>225.00</u>	\$ <u>45000.00</u>
57	Pump Development	Hour	200	\$ <u>200.00</u>	\$ <u>40000.00</u>
58	Step Rate Test	Hour	10	\$ <u>200.00</u>	\$ <u>2000.00</u>
59	Downhole Video	Each	1	\$ <u>1500.00</u>	\$ <u>1500.00</u>
60	Well Disinfection and Bacteriological Testing (Well 12A)	LS	1	\$ <u>6000.00</u>	\$ <u>6000.00</u>
61	Well Water Quality Sampling (Well 12A)	LS	1	\$ <u>6000.00</u>	\$ <u>6000.00</u>
62	Well Abandonment (Well 12)	LS	1	\$ <u>15000.00</u>	\$ <u>15000.00</u>
63	Final Temporary Wellhead (Well 12A)	LS	1	\$ <u>5000.00</u>	\$ <u>5000.00</u>
64	Site Restoration (Well 12A)	Each	1	\$ <u>5000.00</u>	\$ <u>5000.00</u>
TOTAL ADDITIVE ALTERNATE, WELL 12A (OPEN HOLE SCENARIO) BID PRICE: (ITEM NOS. 48-64) =					\$ <u>231,750.00</u>

*Bidder shall indicate the percentage (%) in the blank provided on the Bid Form for Pay Items 3 and 4. Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items

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Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Utilities

ITEM #6: Authorize Vacuum Sewer System (AIRVAC) Parts & Supplies Purchase Agreement - Single Source Purchase - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund)

SUMMARY: The Utilities Department, throughout the year, has a need to purchase parts and supplies for the Village's three (3) Vacuum Sewer Systems. This sewer system is a proprietary system provided by Aqseptence Group, Inc. and it is recommended that we utilize their patented parts and supplies within our Vacuum Sewer System.

Aqseptence Group has provided a letter outlining the proprietary nature of this system and that the parts and supplies would only be available directly from their company. The proposed agreement to purchase parts and supplies would provide a 5% discount off the current listed price for all AIRVAC parts and Busch vacuum pumps, as well as fixed rates for the Busch "Exchange Plus" program. Thus, it is recommended to authorize the Village to make the necessary AIRVAC parts purchases under the Single-Source purchasing provision within the Village's purchasing code:

The Village's Purchasing Code - Section 58-7. Conducting a search for available sources, the Procurement Official together with the user/requesting department determine that only a single source is practicable or, for other reasons, a 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 purchase is anticipated to have a total value of \$35,000 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 \$35,000, the council must approve the contract between the Village and the single source.

If the single source contact is approved, the Village would accept the Aqseptence group's pricing including all terms and conditions therein. The term of the proposed contract is set to expire on December 31, 2022. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed agreement was prepared by the Village Attorney and reviewed by the Assistant Utilities Director, and the Finance Director.

The Village has worked with the proposed vendor previously and they have provided excellent service and quality products.

FISCAL IMPACT:

Funding to support purchases under this proposed contract is available within the FY 2022 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Village of Palm Springs 2022 Contract



Airvac

**Vacuum Technology
Systems**

Aqseptence Group, Inc.
4217 N Old U.S. 31
Rochester, IN 46975

Phone +1 574 223 3980
info.airvac@aqseptence.com
www.aqseptence.com

February 23, 2022
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Attn: Andrew Klausner

Mr. Klausner,

In reference to: Pricing Contract Agreement 2022

The current discount pricing in this contract have been updated for the term of March 1, 2022 to December 31, 2022.

The 2022 prices for items contained in this contract shall be offered at a fixed discount of 5% off of current list pricing for all Airvac parts. The same 5% discount applies to all models of replacement Busch vacuum pumps. The Busch "Exchange Plus" program pricing will be offered at the rates below. Please contact Airvac for detailed information on the Exchange Plus program and deliverables.

Busch R5 Exchange Plus Pricing 2022

RA0400 \$9903.00
RA0630 \$11,685.00
RA1000 \$21,697.00
RA1600 \$27,810.00

Prices for AIRVAC brand components do not include freight costs, sales, use, excise or any other tax, if applicable. Any such additional costs will be added to the component prices. Shipping terms are C.I.P. AIRVAC's factory. We do not publish a public price list. Labor shall be billed at Airvac's current standard hourly rate.

Some of the equipment we offer is proprietary in nature and is a sole source item. Those items are protected by United States patents. We will advise the Village of Palm Springs when requesting prices on items that are not of a proprietary nature. Non-proprietary manufactured items should not be ordered using this Contract.

Please contact our Service Department for placing your order 800-247-8229 Option #2.

Any purchase order issued will need to be directed to Aqseptence Group Inc. at our home office in Rochester, IN., 4217 North Old US 31, 46975. Our standard payment terms and conditions form part of this offer. All items purchased will have the freight cost added to the invoice at the time of shipment. Freight C.I.P. Destination & Insurance/prepaid and ADD.

As a matter of importance, AIRVAC'S unique two-phase, plugless vacuum sewerage transport system and certain of its components are protected by United States patents. Obviously, the patented system and components may not be used or sold without authorization by Aqseptence Group Inc. Purchase of an equipment package from Aqseptence Group Inc. and use according to its specifications is an authorized use.

If you have any questions regarding this offer, please feel free to call us.

Sincerely,

Greg Namyak
US Service and Aftermarket Sales Manger
574-242-1672

cc: Clint Hawn
Dave Elias
Service Department
Julie Kotterman



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Police Department

ITEM #7: Approve Police Department Building Expansion (Task Order No. 269) – Work Authorization No. SA-PD01C - Professional Architectural and Engineering Services – Song & Associates, Inc.

SUMMARY: The Police Department is requesting approval of Work Authorization No. SA-PD01C (Task Order No. 269) with Song and Associates, Inc. for professional architectural and engineering 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.

On January 13, 2022, the Village Council approved an amendment to Phase II, Design Services, for additional scope of services that included a Topographic and Tree Survey and Utility Locates Survey.

Phase II has been completed, and Song & Associates submitted the Phase III cost proposal, which will consist of Design Development, Construction Documents, Permitting, Bidding/Negotiation Assistance, and Construction Administration.

The Village Council is now requested to authorize funding to support all required professional engineering services and related tasks (as outlined within Phase III) to expand the Police Department building, and to be completed by Song & Associates. The proposed tasks and associated costs to provide professional architectural and engineering services for Phase III of the proposed project are as follows:

Work to be Completed - Phase III	Contract Amount
Basic Services	\$467,455
Required Extended Services	\$149,600
Optional Extended Services	\$ 62,000
Reimbursable Expense Allowance	<u>Not to Exceed \$10,000</u>
TOTAL - Phase III	\$679,055 plus reimbursable expenses

The Village Council has approved funding (\$1,529,662) within the FY 2022 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 the approval of proposed Work Authorization SA-PD01C (Task Order No. 269) with Song & Associates in the amount of \$679,055 plus reimbursable expenses for architectural and engineering, design, bidding and construction services for the addition/expansion of the PD building.

The original Agreement and work authorizations 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 architectural and engineering design services for the Police Department building expansion is available within the FY 2022 and FY 2023 Budgets - General Fund and the Capital Improvement Plan (CIP) utilizing Infrastructure Surtax (Sales Tax) funds.

This project is expected to extend into the next fiscal year (and possibly additional fiscal years) and will be included within the proposed FY 2023 Budget - General Fund. As a result, some of the expenditures for this project have been funded within the FY2019, FY2020, FY2021 and the FY2022 Budget - General Fund.

ATTACHMENTS:

1. Agreement for Professional Services - Song and Associates
2. Work Authorization Song & Associates 2022 PD01C
3. Song & Associates Phase 3 Proposal
4. Capital Improvement Project Detail Form - PD Expansion 2022-6
5. Fiscal Impact Chart

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 9th day of January, 2020, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Song & Associates, 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 Statutes, 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

Approved as to Form:

Village Attorney

WITNESSES:

(Name Printed or Typed)



VILLAGE OF PALM SPRINGS

By

Mayor

By:

SEA

Jill Lanicar
(Name Printed or Typed)

State of FL.
County of Palm Beach

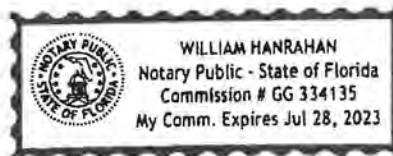
BEFORE ME, the foregoing instrument, this 20 day of December, 2019
was acknowledged by Jill Lanicar Principal, on behalf of the
Corporation and said person executed the same freely and voluntarily for the purpose therein
expressed.

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:





SONG&AS-01

STRONGC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2020

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

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

PRODUCER License # 0E67768
Insurance Office of America, Inc.
Centrum Doral Two
3750 NW 87th Avenue, Suite 260
Doral, FL 33178

CONTACT NAME: Jacqueline Fontanez

PHONE (A/C, No, Ext): (954) 556-2760

FAX (A/C, No):

E-MAIL ADDRESS: Jacqueline.Fontanez@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Company

20443

INSURED

Song & Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, FL 33401

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		6020869686	1/3/2020	1/3/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6020869686	1/3/2020	1/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			B6020871700	1/3/2020	1/3/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Expansion of the Village of Palm Springs Police Department
Village of Palm Springs is additional insured with respects to General liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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SONG&AS-01

DLONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2020

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

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PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
INSURED Song & Associates Inc. 1545 Centrepark Drive North West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Casualty and Surety Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 19038	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE ☐ OTH-ER ☐
	☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			106997188	10/21/2019	10/21/2020	Per Claim 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$5,000,000

RE: Expansion of the Village of Palm Springs Police Department

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

VILLAGE OF PALM SPRINGS

RFQ #2019R-002

ARCHITECTURAL + ENGINEERING DESIGN SERVICES

PUBLIC SAFETY BUILDING EXPANSION

DUE: MAY 14, 2019 | 4:00 P.M.

ORIGINAL



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May 14, 2019

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

RE: RFQ #2019R-002, Architectural and Engineering Design Services- Public Safety Building Expansion

Dear Members of the Selection Committee:

On behalf of our entire team, I am pleased to submit our qualifications for Architectural and Engineering Design Services- Public Safety Building Expansion. Song + Associates, Inc. is an award-winning architecture, planning, and interior design firm celebrating our 31st year in business. The firm was established by its president, Young Song, as a certified woman / minority-owned business. Our dedicated team of 32 individuals includes a leadership team that has an average tenure of 12 years working together. As a flexible, medium size firm, we are selective of the clients we take on and provide the highest level of attention to your needs. As a result, Song + Associates has established an approach which provides innovative, cost-effective solutions, specific to each client's goals.

As professional leaders in municipal facility design, we are passionate about this project moving forward with great sensitivity, skill, and speed. A project with multiple vested interests and such unique components requires a multi-disciplined team with a deft yet delicate hand; one that understands the complexities of the process and through it can develop creative solutions with your team. We are excited about the opportunity to embark on this project which is so well aligned with our past experience in the public sector.

Our team of professionals include expert master planners, architects, programmers, urban and site designers, with extensive experience in civic architecture. Working together with the Village of Palm Springs we will take your conceptual ideas and bring synergy, efficiency, and community pride to the forefront in this important implementation process. Our proposed team that follows is capable of meeting all of the challenges:

- **Song + Associates** as Prime Architects and Interior Designers
- **Jezerinac Group** as Structural Engineers (MWBE)
- **OCI Associates** as MEP Engineers
- **Engenuity Group** as Civil Engineers
- **JMorton Planning + Landscape Architecture** as Landscape Architects

This is a team that can draw on the experience of civic projects such as the Town of Jupiter Police Building, Palm Beach County Tax Collector Office and Service Center, and a public utilities company Emergency Operations Command Center.

Song + Associates, Inc. pledges to provide the specialized expertise, staff resources, financial stability, successful track record, and commitment to excellence required for outstanding service on this Contract. We are excited to submit our qualifications package and look forward to the opportunity to work with the Village of Palm Springs.

Thank you in advance for your time and consideration.

Respectfully submitted,



Young Song, AIA, PE, ASID
President

EXHIBIT A – CONSULTANT CHECKLIST**Note:**

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

- ☒ Cover Letter (Tab 1)
- ☒ Copy of this Check List – Exhibit A (Tab 1)
- ☒ Acknowledgment of Addenda – Exhibit B (Tab 1)
- ☒ Qualification Submittal Signature Page – Exhibit C (Tab 1)
- ☒ Consultant Profile (Tab 2)
- ☒ Proposed Project Team Firms (Tab 3)
- ☒ Specific Related Experience of the Firm (Tab 4)
- ☒ Key Proposed Project Team Personnel (Tab 5)
- ☒ Project Team Staffing Experience (Tab 5)
- ☒ Project Delivery and Approach (Tab 6)
- ☒ References – Exhibit D (Tab 7)
- ☒ Conflict of Interest Disclosure Form – Exhibit E (Tab 8)
- ☒ Notification of Public Entity Crimes Law – Exhibit F (Tab 8)
- ☒ Drug-Free Work Place – Exhibit G (Tab 8)
- ☒ Non-Collusion Affidavit – Exhibit H (Tab 8)
- ☒ Truth-In-Negotiation Certificate – Exhibit I (Tab 8)
- ☒ W-9 Form (Tab 8)

EXHIBIT B – ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Song + Associates, Inc.

Firm Name



Signature

Jill Lanigan, Principal, Corporate Secretary

Name and Title (Print or Type)

May 10, 2019

Date

EXHIBIT C – QUALIFICATION SUBMITTAL SIGNATURE PAGE

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

Firm Name:

Song + Associates, Inc.

Street Address:

1545 Centrepark Drive North, West Palm Beach, FL 33401

Mailing Address (if different from Street Address):

Same as above

Telephone Number(s): 561-655-2423

Fax Number(s): 561-655-1482

Email Address: jlanigan@songandassociates.com

Federal Employer Identification Number: 65-0848859

Prompt Payment Terms: N/A % days' net days

Signature:

(Signature of authorized agent)

Print Name: Jill Lanigan

Title: Principal, Corporate Secretary

Date: May 10, 2019

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

2.1

2.1.1:

Song + Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, FL 33401
p: 561-655-2423 | f: 561-655-1482
jlanigan@songandassociates.com

2.1.2:

Song + Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, FL 33401
p: 561-655-2423 | f: 561-655-1482
jlanigan@songandassociates.com

2.1.3:

Song + Associates, Inc. is a Corporation.

2.1.4:

Date of Incorporation: July 10, 1998

2.1.5:

State of Incorporation: Florida

2.1.6:

Date Authorized to do Business in Florida: June 1988 (as Jones + Song, Inc.)

2.1.7:

Founding President: Young Song
President: Jorge Luaces
Vice President: Youn Lee
Secretary: Jill Lanigan

2.1.8:

Federal Employers Identification Number: 65-0848859

2.2

Song + Associates, Inc. is not a Partnership.

2.3

Q: Do you have a job cost account system?

A: Yes, we have mechanisms implemented to produce a full job cost analysis on a project by project basis.

2.3.1:

Q: Does the system separate and accumulate direct and indirect costs (both labor and expenses)?

A: Yes, we have accounting and time tracking software that separates and accumulates direct and indirect costs for both labor and expenses.

Q: Are individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?

A: Yes, we track the costs and revenues by job (project number) to enable standardized reporting of profitability by each job. Job numbers are assigned to each project to track all expenses and revenues.

Q: Is subsidiary job cost reconciled on a regular basis with the general ledger?

A: Our company uses an integrated accounting software to generate specific reports generally contained in subsidiary ledgers.

Q: Are time and expense reports utilized in the separation of direct and indirect costs?

A: Yes, all direct labor, sub-consultant costs, and expenses are tracked per each individual project number. Actual vs. budgeted costs are analyzed to determine profit and create future quotes for Clients.

2.4

Song + Associates, Inc. has not had any bankruptcy petitions filed by or against it in the past 10 years.

2.5

In 2006, Song + Associates completed the Heron Bay Clubhouse for WCI Communities, LLC. The Homeowners Association (Heron Bay Community Association) initiated proceedings against WCI Communities, LLC (the builder), claiming various construction defects throughout the community. Song + Associates, as architect for the clubhouse, has been named in the claim. The claim is pending; (case # CACE16003120).

Song + Associates, Inc. has resolved all issues throughout our firm's history without the need for court action.

2.6

Song + Associates, its principals, and its officers have not been defendants in any criminal proceedings or hearings concerning business related offenses.

2.7

Song + Associates, its principals, and its officers have not been convicted of any public entity crimes or been debarred or suspended from bidding by any government entity.

FIRM	DISCIPLINE	LICENSE	CORPORATE CHARTER
Song + Associates, Inc.	Architecture, Planning	AA0003165	P98000061362
	Interior Design	IB0001095	
OCI Associates	Mechanical Engineering	CA6261	P04000066436
	Electrical Engineering		
	Fire Protection + Plumbing		
Jezerinac Group	Structural Engineering	CA30785	L14000052469
Engenuity Group	Civil Engineering	CA7095	650317
	Site Surveying	LB6603	
JMorton	Landscape Architecture	LC26000526	P14000068

TOWN OF JUPITER POLICE BUILDING JUPITER, FL



OWNER/REFERENCE CONTACT:

Town of Jupiter
210 Military Trail
Jupiter, FL
David Brown
561-746-5134 ext. 273

Song + Associates was first engaged by the Town of Jupiter to develop the Master Plan for their 22 acre Town Municipal Center. The master plan was approved by council in 2017 and included the new Police Department, new Town Hall and expansion of the existing Community Center to add approximately 50,000 SF of gymnasiums and multi-purpose space to the campus.

SERVICES PROVIDED:

Master Planning
Programming
Architectural Design
Project Management

The Police Department facility will serve as the Town's Emergency Operations Center and will also house the central Information Technology Data Center for the Police and Town Hall. This hardened facility will be designed for continuous operations through storm events and allow Police and Town staff to occupy the building during and after a storm. Full generator capacity and redundancy of systems ensures the Town and Public Safety services to residents will be uninterrupted from this critical facility.

CONSTRUCTION COST:

\$14,000,000 (EST.)

CONSULTANT COST:

\$1,052,000 (Including Consultants)

The construction documents are being finalized now and construction is anticipated to break ground in 2019.

PROJECT SIZE:

38,000 SF Police Headquarters and
EOC Facility
2,000 SF Hardened IT Data Center

CONSTRUCTION COMPLETION:

March 2020

CHANGE ORDERS: N/A

PROJECT TEAM:

Young Song
Jill Lanigan
Youn Lee
Rob Castrovinci
Leila Rouady

PALM BEACH COUNTY TAX COLLECTOR SERVICE CENTER LAKE WORTH, FL



OWNER/REFERENCE CONTACT:
301 North Olive Ave, 3rd Floor
West Palm Beach, FL 33401
Anne Gannon, Tax Collector
(561) 355-2805

SERVICES PROVIDED:
Architecture
Interior Design
Programming
Construction

CONSTRUCTION COST:
\$11,000,000

CONSULTANT COST:
\$864,600 (Including Consultants)

PROJECT SIZE:
37,000 GSF Total

CONSTRUCTION COMPLETION:
May 2016

CHANGE ORDERS:
None

PROJECT TEAM:
Young Song
Jill Lanigan
Youn Lee
Perry Douglass
Leila Rouady

Based on our extensive experience in programming and design of similar government projects, Song + Associates was hired to design the new 37,000 GSF facility to replace the existing Lake Worth and Lantana locations while including the Department of Motor Vehicles. Song + Associates designed a front façade with a curving wall with 20' high glass windows to allow natural light to filter into the interior spaces, taking advantage of the zoning requirements of the site in an Urban Infill Overlay District.

During the programming phase of the project, Song + Associates' mission was to design innovative work space layouts, separate public service areas from private meeting spaces, and provide logical circulation patterns to create a highly efficient environment for both visitors and employees.

Given the nature of this public service facility, there is a heightened concern for public safety, security of the staff, and providing a facility that is aesthetically pleasing while at the same time durable and easy to maintain.

COMMAND CENTER (EOC) + DISTRIBUTION CONTROL CENTER WEST PALM BEACH, FL



OWNER/REFERENCE CONTACT:
Confidential, Available upon request

SERVICES PROVIDED:
Architecture
Interior Design
Engineering (sub-consultants)
Site Development + Approval
Construction Administration

COST:
Confidential, Available upon request

PROJECT SIZE:
Command Center: 11,000 gsf
Distribution Control: 71,000 gsf

CONSTRUCTION COMPLETION:
April 2018

CHANGE ORDERS:
None

PROJECT TEAM:
Young Song
Jill Lanigan
Youn Lee
Rob Castrovinci
Perry Douglass
Leila Rouady

Song + Associates was first engaged by this public utility to design their Emergency Operations Command Center located in West Palm Beach. This 11,000 square feet, state of the art EOC was constructed as a Category 5 facility and designed to accommodate all necessary personnel through any storm event or other emergency. It includes command center meeting rooms and a press room with advanced communications and media technology.

In 2015, the client again turned to Song + Associates to expand the facility to house their consolidated distribution control center and an expansion of the existing command center. The Distribution Control Center (DCC) is a 71,000 sf, two-story expansion of the existing Command Center. As the central monitoring facility for utility distribution, the DCC will operate twenty-four hours per day throughout the year with three shifts per day. During times of emergency or natural disaster such as a hurricane, additional staff will be housed for managing and staging utility workers and managers to ensure rapid and continuous response to the community.

The building has an emergency generator service for full back-up power. The addition and existing building were designed to achieve an enhanced resistance to wind loading forces. The facility has a full cooking kitchen to accommodate the daily 3 shifts, the capability to sleep staff in time of emergency with showering and changing amenities, and a full on site generator power, potable water, and sewer storage redundancy for a minimum of 72 hours or until public utilities resume.

Client and budget information is redacted from the public record but available upon request.

CITY OF BOCA RATON MASTER PLAN

BOCA RATON, FL



OWNER/REFERENCE CONTACT:

City of Boca Raton
201 West Palmetto Park Rd.
Boca Raton, FL
Mike Woika
561-393-7703
mwoika@ci.boca-raton.fl.us

SERVICES PROVIDED:

Master Planning
Programming
Conceptual Design

CONTRACT AMOUNT:

N/A

COMPLETION:

Conceptual Master Plan: March 2019

PROJECT TEAM:

Young Song
Jill Lanigan
Youn Lee

Song + Associates was engaged by the City of Boca Raton to develop a Master Plan for their government campus. The redevelopment of the campus will include a new City Hall, Community Center and Police Department set within a cohesive campus with the existing library and children's museum. The master planning effort began with comprehensive public input process including open workshop meetings and online surveys of residents and business owners. The design team worked closely with the City staff and council members to define a shared vision for the campus to become the true civic heart of the community. The design considers reshaping the streetscape for enhanced pedestrian and bicycle use. The site's open space includes a civic plaza for ceremonial gathering and meandering green space for festivals and green markets. The Community Center will be over 70,000 sf including public meeting space and fitness and sports facilities, opening to another expansive green space for recreation.

The master plan is based on detailed analysis and data gathering including space needs programming with all departments of the City Hall and Police Department, parking and traffic analysis, and utility and stormwater infrastructure research. Based on the conceptual design, the team developed a planning budget and timeline for the project to inform the City's fiscal planning.

FAU LINK BUILDING FORT PIERCE, FL



OWNER:
Florida Atlantic University
5600 US 1 North
Fort Pierce, FL 34946
Paulo Brida
561-297-3145

SERVICES PROVIDED:
Architectural Design
Engineering (consultants)
Interior Design
Construction Administration

CONSTRUCTION COST:
\$6,200,000

CONSULTANT COST:
\$515,840 (Including subs)

CONSTRUCTION COMPLETION:
2011

CHANGE ORDERS:
None

PROJECT TEAM:
Young Song
Jill Lanigan
Youn Lee
Rob Castrovinci
Leila Rouady

Song + Associates converted 46,000 GSF of the 74,000 GSF LINK Building from laboratories into administrative offices and a 5,000 GSF research library. The project also included renovations and upgrades to the engineering research department, information resource management department, the submarine bay maintenance shop, the large vessel high-bay repair shop and a new two story cafeteria expansion with an outdoor balcony. The building is located at the entrance to the Harbor Branch Oceanic Institute which provided an opportunity to transform the building into a welcome center that will showcase campus' sea-going heritage.

WELLINGTON COMMUNITY CENTER WELLINGTON, FL



OWNER/REFERENCE CONTACT:
Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414
Jim Barnes, Director of Operations
Phone: 561-791-4085

SERVICES PROVIDED:
Master Planning
Site Plan Approval
Architectural Design
Engineering (sub-consultants)
Interior Design
Construction Administration

CONSTRUCTION COST:
\$8,000,000

CONSULTANT COST:
\$605,474 (Including subs)

CONSTRUCTION COMPLETION:
October 2016

PROJECT SIZE:
26,000 GSF

CHANGE ORDERS:
None

PROJECT TEAM:
Young Song
Jill Lanigan
Youn Lee
Perry Douglass
Leila Rouady

Song + Associates designed the new 26,000 GSF Community Center to integrate into the Village of Wellington's Municipal Campus. The project was accomplished through a Design-Build process in partnership with Pirtle Construction. The Community Center involved the demolition of an existing older structure and construction of a new turnkey facility. The campus includes an existing amphitheater, aquatic center, playgrounds, and the Village Hall which all remained in operation throughout the construction phases. The design incorporated new traffic patterns for vehicles and pedestrians throughout the campus to improve safety especially for children crossing between the playgrounds and aquatic center. Where once there had been dilapidated tennis courts, a new civic green space opens views to Lake Wellington.

The facility's amenities include a 4,200 GSF Event Hall with table seating for 325, a dividable 2,500 GSF multi-purpose room, (3) various sized meeting rooms, (2) catering kitchens, (2) classrooms, multi-purpose fitness room, a café-style Wi-Fi Lounge, and central atrium space. The facility was designed to take full advantage of its lakefront site featuring an outdoor balcony and an open plaza. An accessory building for boat storage was also included for the rowing club. The site includes new parking and landscaping, providing meandering pedestrian paths with benches and picnic nodes linking to existing campus amenities including an amphitheater, aquatic center, playground, and Civic Hall.

MARINA EVENT CENTER RIVIERA BEACH, FLORIDA



OWNER/REFERENCE CONTACT:
City of Riviera Beach
Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Annetta Jenkins
Phone: 561-844-3108

The design of the Marina Event Center is an Arts & Crafts interpretation of Key West style civic architecture. To the north side of the building is a small parking area and Bicentennial Park, and to the west is another small parking area with two small pavilions bounded by Avenue C. The program in general for the Marina Event Center is to be a Community Center that houses a large conference room that can seat approximately 300 people.

SERVICES PROVIDED:
Programming
Design
Engineering (Sub consultants)
Construction Administration

Additionally, the mixed-use Marina Event Center includes small and large meeting rooms, restaurant space, a banquet hall, and a roof-top veranda and patio deck with a bar and a covered terrace overlooking the neighboring park and amphitheater.

CONSTRUCTION COST:
\$8,000,000

CONSTRUCTION COMPLETION:
October 2016

PROJECT SIZE:
39,307 GSF

CHANGE ORDERS:
None.

PROJECT TEAM:
Young Song
Jill Lanigan
Youn Lee
Perry Douglass
Leila Rouady

NANOFILTRATION PLANT

JUPITER, FL



OWNER/REFERENCE CONTACT:

Town of Jupiter
Water Utilities Department
210 Military Trail
Jupiter, FL 33458
David Brown
Phone: 561-746-5134

SERVICES PROVIDED:

Programming
Architecture
Engineering (sub-consultants)
Interior Design

CONSTRUCTION COST:

\$39,000,000.
\$1M Under Budget

CONSULTANT COST:

\$234,190 incl subs.

PROJECT SIZE:

18,000 SF New construction
1,600 SF Remodel

CONSTRUCTION COMPLETION:

November 2010

CHANGE ORDERS:

None

PROJECT TEAM:

Young Song

The Jupiter Nanofiltration Plant project was broken up into three parts; the pretreatment plant, control room reconfiguration, and the additional building and screen wall.

The plant was designed to utilize the latest advancements in the nanofiltration process, to soften and remove natural organic matter, synthetic organic matter and salt. This plant will contribute 17 million gallons per day to the Town of Jupiter. The additional building and tank screen wall will be a free-standing structure to house the water pumps associated with the electrical room.

The existing on-site control room was reconfigured to create a better-use arrangement for the new plant's control systems and monitoring methods as well as upgrades to the existing equipment. The control room (approximately 30' by 42') shall receive remodeling work through new console equipment casework (or manufactured furniture), a modified raised flooring configuration to accommodate the re-arranged consoles, the re-work of the instrument rack wall to receive new display monitors and work station layout options to best use the remaining space. The project also included the minor improvements to exterior door openings and doorways into the plant room.

OVERALL EXPERIENCE

**GREENACRES PUBLIC SAFETY COMPLEX
GREENACRES, FL**

This 18,000 SF public safety complex contained the services of both fire protection and police facilities. Designed as the first phase of a 30-acre park and recreational complex, the exposed stack bond masonry construction blended the building textures with the existing natural vegetation of slash pines.

The facility consisted of administrative offices, classrooms, training facilities, sleeping quarters, polygraph rooms, apparatus bays and holding cells. To supplement and expand the training facilities, a five-station indoor firing range was added in 1990.

**FIRE STATION NO. 18
JUPITER, FL**

Located adjacent to the Burt Reynolds Park and the historical museum, the Florida vernacular design harmonizes with the surrounding facilities and the Riverwalk on the Intercoastal.

In the development of the design, existing floor plans from various prototype fire stations in the County were modified, combining proven elements to enhance productivity and usability. Local County fire chiefs from numerous stations were involved in the design process to provide suggested changes to make operations more efficient. The 7,000 SF station has two bays with space for expansion of a future bay. Included in the floor plan is a 1,000 SF community room, which also functions as a training room.

**FIRE STATION NO. 5
FT. MYERS, FL**

Located adjacent to the WCI Pelican Preserve Residential Community, the architectural style of this facility compliments and blends well with the neighboring upscale community. The facility includes 3 bays, its own emergency generator system, training room, dormitory, fitness room, and kitchen. This facility is a modified prototype of the two fire stations designed for Palm Beach County.

**FIRE STATION NO. 56
BOCA RATON, FL**

The modified Mizner style design, located adjacent to West Boca Raton Community High School, harmonizes with the surrounding neighborhood of Loggers Run.

In the development of this prototype design, existing floor plans from other prototype fire stations in the County were modified, combining proven elements to enhance productivity and functionality. Local County fire chiefs from numerous stations were involved in the design workshop process to provide suggested changes to make operations more efficient. The 5,600 SF station has two apparatus bays with provisions for expansion of a future bay.

OVERALL EXPERIENCE

Song + Associates has been responsible for the planning and design of over 800,000 square feet of civic buildings as well as numerous urban master plans in Florida. Our projects encompass city halls, libraries, public safety facilities, arts, cultural, community centers, parks and recreational facilities, administration and emergency operations centers, maintenance complexes, and parking garages. Each site and building is designed for high function, climate conditions, future expansion, long term vision, shared uses, efficient budgets, healthy and inspiring interiors, ease of maintenance, and safety.

Our enthusiasm and experience are critical to the success of your project. We invite you to reach out to any of our past clients for a recommendation of our Firm:

Palm Beach County
PBC Tax Collector
City of West Palm Beach
City of Delray Beach
Delray Beach CRA
City of Palm Beach Gardens
City of Riviera Beach
Riviera Beach CRA
Town of Jupiter
Town of Wellington
City of Lake Worth

City of Coral Springs
City of Fort Lauderdale
City of Pompano Beach
City of Sunrise
City of Miramar
City of Port St. Lucie
Indian River County
City of Greenacres
City of Boynton Beach
City of Boca Raton
School District of Palm Beach County



ARCHITECTURE • PLANNING • INTERIOR DESIGN

SONG + ASSOCIATES, INC.

Young Song, AIA, ASID
Principal-in-Charge

Jill Lanigan, Principal
Programming / Planning Specialist

Youn Lee, LEED AP, Principal
Director of Design + LEED Specialist

Rob Castrovinci, AIA, NCARB
Project Manager

Perry Douglass, RA
Project Architect

Kathy Swanson, LEED GA, NCIDQ
Interior Designer

Leila Rouady, AIA, CGC, LEED AP
Construction Administrator & QA/QC

CIVIL ENGINEERING

ENGENUITY GROUP

Jennifer Malin, P.S.M.
Project Manager

C. Andre Rayman, P.S.M.
Project Surveyor

Tara Bamber, P.E.
Project Manager

Richard Brown
Project Engineering

MEP ENGINEERING

OCI ASSOCIATES

Amir Kazeminia, PE
Principal-in-Charge

James Buchard
Project Manager, Electrical Engineer
Jason Smith, P.E., LEED AP BD+C, CEM
Principal,
Dir. of Mechanical Engineering

Keith Liatsos, P.E.
Principal, Senior Electrical Engineer
Sudharma Wijegunawardana, P.E.,
LEED AP, LC
Principal. Sr. Electrical Engineer

Kaz Kazeminia, NICET
Principal, Director of Plumbing and
Fire Protection Engineering

Robert Coello, NICET
Sr. Fire Protection Designer

Byron Blair, RCDD
IT/AV Designer

STRUCTURAL ENGINEERING

JEZERINAC GROUP

Ronald Jezerinac, P.E.
Structural Engineer

Suhendi Widjaja, P.E.
Structural Engineer

LANDSCAPE ARCHITECTURE

JMORTON

Jennifer Morton, PLA, LEED AP
Principal, Landscape Architect

Hays Henderson, PLA
Landscape Architect

FIRM	PERSONNEL	DISCIPLINE	LICENSE
Song + Associates, Inc.	Young Song	Architecture	AR0013670
	Youn Lee	Architectural Design	LEED AP
	Jill Lanigan	Planning/Programming	N/A
	Rob Castrovinci	Architecture	AR98054
	Perry Douglass	Architecture	AR97112
	Kathy Swanson	Interior Design	ID0001413
	Leila Rouady	Architecture/Construction Admin.	AR94061
OCI Associates	Amir Kazeminia	Engineering	PE42619
	James Buchard	Electrical Engineering	N/A
	Jason Smith	Mechanical Engineering	PE57743
	Kelith Liatsos	Electrical Engineering	PE66402
	Sudharma Wijegunawardana	Electrical Engineering	PE63143
	Kaz Kazeminia	Plumbing + Fire Protection	N/A
	Robert Coello	Fire Protection	N/A
Jezerinac Group	Byron Blair	IT/AV	BICSI Registered
	Ron Jezerinac	Structural Engineering	PE53859
	Suhendi Widjaja	Structural Engineering	PE74108
Engenuity Group	Jennifer Malin	Land Surveying	LS6667
	C. Andre Rayman	Land Surveying	LS4938
	Tara Bamber	Civil Engineering	PE69957
	Richard Brown	Civil Engineering	N/A
JMorton	Jennifer Morton	Landscape Architecture	LA0001666
	Hays Henderson	Landscape Architecture	LA6667203



YOUNG SONG, RA, ASID FOUNDING PRINCIPAL

Mrs. Song, founder and president of Song + Associates, is an architect, engineer, and interior designer with over 40 years of extensive experience in the planning and design of educational, commercial, office, mixed use, financial, medical, and recreational facilities. Recognized for her creative concepts and functionally responsive designs, she has received numerous design awards and a myriad of accolades from public and private clients. Her extensive knowledge of building codes and constructability methods has contributed to her success in serving the needs of clients. Mrs. Song's unique combination of professional credentials, talent, and experience, facilitates the successful execution of every project to the highest quality standards.

With a strong commitment to the community, she has served in many organizations, including Economic Council of Palm Beach County-Board of Directors; Business Development Board of Palm Beach County; Early Learning Coalition of Palm Beach County, and many more. She was selected and appointed by the Governor to serve on the Palm Beach County Historic Preservation Board. She currently serves on 1st United Bank-Board of Directors and Public Television WPBT-2 Board of Directors. As a 30-year resident of Palm Beach County, Mrs. Song has dedicated herself to developing and supporting her community and is a recipient of South Florida Business Journal's 2010 Most Influential Women in Business Award and the 2008 Ultimate CEO Award, March of Dimes Women of Distinction Award, and the Executive Women of the Palm Beaches Leadership Award.

EDUCATION:

Bachelor of Science in Architecture,
University of Illinois, 1977
Planning and Design of Public Libraries,
Continuing Education, Harvard
University, 2003

ARCHITECTURAL REGISTRATIONS:

Florida, No. AR0013670, 1991
Georgia No. RA012925, 2010
Illinois, No. 001-010523, 1983
NCARB (National Council of
Architectural Registration Boards),
No. 31577, 1985

INTERIOR DESIGN:

Qualification No. 7048, 1988

PROFESSIONAL AFFILIATIONS:

American Institute of Architects
American Society of Interior Design
1st United Bank, Board of Directors
wpbt2, Board of Directors

SELECTED PROJECT EXPERIENCE

City Center, West Palm Beach, FL: City Center is the centerpiece of this very special downtown. Incorporating the City Hall (150,000 GSF, including the City's Commission Chambers), the West Palm Beach Central Library (85,000 GSF, including and a 150-seat auditorium, a children's library and a teen library), the Palm Beach Photographic Centre and Museum (35,000 GSF), and a parking garage housing 300 cars.

EOC Command Center, West Palm Beach, FL: This 11,000 square feet, state of the art EOC was constructed as a Category 5 facility and designed to accommodate all necessary personnel through any storm event or other emergency. It includes command center meeting rooms and a press room with advanced communications and media technology.

Distribution Control Center, West Palm Beach, FL: A 71,000 sf, two-story expansion of the existing Command Center. As the central monitoring facility for utility distribution, the DCC operates twenty-four hours per day throughout the year with three shifts per day. The building has an emergency generator service for full back-up power. The addition and existing building were designed to achieve an enhanced resistance to wind loading forces.

Town of Jupiter Police Department, Jupiter, FL: The Police Department facility will serve as the Town's Emergency Operations Center and will also house the central Information Technology Data Center for the Police and Town Hall. This hardened facility will be designed for continuous operations through storm events and allow Police and Town staff to occupy the building during and after a storm.

Palm Beach County Tax Collector's Office, Lake Worth, FL: A new 37,000 GSF facility to replace the existing Lake Worth and Lantana locations while including the Department of Motor Vehicles. A front façade with new 20' high storefront glass windows allows natural light to filter into the interior spaces, proactively utilizing the zoning requirements of the pre-existing two story building.

Village of Wellington Community Center, Wellington, FL: The community center provides a variety of multi-purpose spaces for activities and events, including a 300-seat banquet room, aerobics and fitness rooms, and an internet cafe. The two-story lobby/atrium connects the municipal campus with the lakefront.



YOUNG LEE, LEED AP, PRINCIPAL DIRECTOR OF DESIGN

Mr. Lee has over 15 years of experience serving in all phases of design and construction. His varied experience includes projects for the governmental, educational, and healthcare sectors as well as luxury condominiums, clubhouses, and office buildings. As lead architectural designer, he is responsible for the coordination of projects from conceptual design, programming, and planning through design development. Young's talents in computer-generated 3D rendering and Building Information Modeling (BIM) are an invaluable asset to the design process allowing quick decision making by the team and owner's representatives.

Rather than designing in any particular style, Young believes that designs should reflect the setting, program, function, and vision of the owner and all project stakeholders. His thorough knowledge of construction methods and the latest technology result in aesthetically beautiful, highly-functional projects.

Mr. Lee's project experience includes all aspects of architectural design consisting of facilities varying in size and scope of work, massing studies, signage design, renderings, and graphic presentations to owners, end-users, and communities. Mr. Lee has served as Senior Designer, LEED Coordinator, and/or Lead Designer on the following projects:

EDUCATION:

Master in Architecture,
University of Wisconsin, 2002
Bachelor in Engineering,
Kookmin University, 1991

PROFESSIONAL EXPERIENCE:

Joined Song + Associates, Inc. in 2003
3 Years with Junglim Architecture in
Korea

ARCHITECTURAL REGISTRATIONS:

Chicago Awards, Honorable Mention,
"Re-Uses of Veil", 2002
First Place Graduate Work, UWM,
School of Architecture and Urban
Planning, 2002
Third Place Thesis Work, UWM, School
of Architecture and Urban Planning,
2002
Frad Scholarship, Frad & Associates,
Inc., Madison, WI, 2001

SELECTED PROJECT EXPERIENCE

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JILL LANIGAN, PRINCIPAL PROGRAMMING/PLANNING SPECIALIST

Ms. Lanigan's diverse experience includes all phases of project development from conceptual site design through construction. Over 23 years of experience in the South Florida area working with all regulatory agencies enables her to efficiently map and manage the complex regulatory and compliance issues of today's projects. She has served as client liaison for the major capital improvement/facilities departments of a number of public organizations. Jill is dedicated to finding opportunities within the challenges of each unique project for improved design and cost efficiency. Her approach to enhanced project management is informed by her experience in architectural design, knowledge of building codes and construction methods and commitment to sustainable design principles.

Ms. Lanigan, a native of South Florida has a strong commitment to the local ecology. Having been raised in the Florida Keys, she is keenly aware of the impacts of development on the natural ecosystems. Jill is an active committee member of the Palm Beach State College Foundation STEAM initiative which provides scholarships and promotes student engagement in the science fields. She is also currently serving on the Women's Leadership Initiative for the Urban Land Institute.

EDUCATION:

Bachelor of Architecture, Minor in
Public Speaking, University of Miami
1990

PROFESSIONAL AFFILIATIONS:

Committee Member, Palm Beach State
College Foundation STEAM Initiative
Committee Member, Women's
Leadership Initiative for the Urban
Land Institute
Board Member, Chamber of
Commerce of the Palm Beaches

TIME WITH SONG + ASSOCIATES, INC.:

13 years

SELECTED PROJECT EXPERIENCE

Town of Jupiter Police Department, Jupiter, FL: The Police Department facility will serve as the Town's Emergency Operations Center and will also house the central Information Technology Data Center for the Police and Town Hall. This hardened facility will be designed for continuous operations through storm events and allow Police and Town staff to occupy the building during and after a storm.

Town of Jupiter Master Plan, Jupiter, FL: A comprehensive master plan that unified facilities on the existing site, as well as the existing community center. The master plan includes the replacement of the Town Hall and Police Department and aims to create a Town Center and opportunity to unify the architecture to provide a strong civic appearance to the buildings that is dignified and integrated into the neighborhood and site.

Village of Wellington Community Center, Wellington, FL: The community center provides a variety of multi-purpose spaces for activities and events, including a 300-seat banquet room, aerobics and fitness rooms, and an internet cafe. The two-story lobby/atrium connects the municipal campus with the lakefront.

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ROBERT CASTROVINCI, AIA PROJECT MANAGER

Mr. Castrovinci has 16 years of experience in architectural design, project management, and construction documents. His project experience has involved new construction, renovations, and remodeling of numerous public and private facilities. He has been a project manager for a variety of public, educational, governmental, and commercial facilities in South Florida. In addition, Mr. Castrovinci has experience in construction administration services.

SELECTED PROJECT EXPERIENCE

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Corporate Command Center, Juno Beach, FL: This 10,000 GSF EOC project incorporates conference rooms, resource allocation and acquisition rooms, restoration team accommodations, data resource room, crisis information team accommodations, and supporting spaces.

Palm Beach County Tax Collector's Office, Lake Worth, FL: A new 37,000 GSF facility to replace the existing Lake Worth and Lantana locations while including the Department of Motor Vehicles. A front façade with new 20' high storefront glass windows allows natural light to filter into the interior spaces, proactively utilizing the zoning requirements of the pre-existing two story building.

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City of Coral Municipal Complex, Coral Springs, FL: A 5.8 acre campus for the Municipal Complex for the City of Coral Springs. The site will include a new 75,000 SF City Hall, along with a 300 car parking garage, commission chambers, public meeting rooms, and a civic plaza. Song + Associates, Inc. conducted public workshops to obtain input from the community and build consensus for this development which is the new centerpiece of the Downtown Core CRA District.

City Center, West Palm Beach, FL: City Center is the centerpiece of this very special downtown. Incorporating the City Hall (150,000 GSF, including the City's Commission Chambers), the West Palm Beach Central Library (85,000 GSF, including and a 150-seat auditorium, a children's library and a teen library), the Palm Beach Photographic Centre and Museum (35,000 GSF), and a parking garage housing 300 cars.

EDUCATION:

Bachelor of Architecture, Florida
Atlantic University, 2004
Associate in Arts, Architecture, Palm
Beach Community College, 1999

PROFESSIONAL EXPERIENCE:

Joined Song + Associates, Inc. in 2005
2 years experience with other firms

ARCHITECTURAL REGISTRATIONS:

Florida No. AR98054



PERRY DOUGLASS, RA PROJECT ARCHITECT

Mr. Douglass has over 25 years as a licensed and NCARB certified architect serving in all phases of design and construction. As Project Manager, Mr. Douglass is responsible for the coordination of both the internal production and external engineering project team efforts. From 1999 through 2010, Mr. Douglass worked as a Managing Partner overseeing an office for a design firm serving Eastern Ohio and Western Pennsylvania. Since joining Song + Associates, Mr. Douglass has served as Production Architect for over \$80 million in public infrastructure projects. This work includes projects with Seminole State College, City of West Palm Beach, and the South Florida Water Management District.

SELECTED PROJECT EXPERIENCE

Palm Beach County Tax Collector's Office, Lake Worth, FL: A 37,000 GSF facility to replace the existing Lake Worth and Lantana locations, while including the Department of Motor Vehicles. The design included a front façade with new 20' high storefront glass to allow natural light to filter into the interior spaces, proactively utilizing the zoning requirements of the pre-existing two-story building.

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Student Center, Seminole State College: Song + Associates, Inc. was contracted to develop a 70,000 SF facility to provide a one-stop resource for all student services, as well as a "home away from home" center for student activities.

Village of Wellington Community Center, Wellington, FL: The community center provides a variety of multi-purpose spaces for activities and events, including a 300-seat banquet room, aerobics and fitness rooms, and an internet cafe. The two-story lobby/atrium connects the municipal campus with the lakefront.

Wellington Tennis Center, Village of Wellington: Song + Associates and Pirtle Construction Company were selected as a Design/Build Team to provide a new 21-Court Tennis Facility with Pro Shop/Lounge and a new 26,000 SF. Community Center to integrate into their Municipal Campus.

Michigan Avenue Elementary School, School District of Osceola County: 946 student station elementary school. Adjacent to St. Cloud Middle School, the design includes building a joint cafeteria to serve both schools.

Florida Atlantic University Student Union and Conference Center, Boca Raton, FL: Site development and the design of a state-of-the-art 1,000 seat banquet facility and renovation of approximately 13,000 GSF of the existing Student Union first floor. The project also includes development of plazas, exterior student gathering spaces, and enhanced landscaping for the Student Union Complex. The facility is to be designed and constructed to a minimum of LEED silver (or equivalent) standard.

Sally Ride Elementary School, Orange County Public Schools: Sally Ride Elementary is a phased comprehensive project that includes the replacement of three buildings and the PE Pavilion, as well as renovation of two buildings to provide improved facilities.

EDUCATION:

Bachelor of Architecture
Kent State University, 1992
BS Business Administration
Edinboro University PA, 1987

PROFESSIONAL LICENSES:

Registered Architect, FL, OH, PA

TIME WITH SONG + ASSOCIATES, INC.:

Three years



KATHY SWANSON, NCIDQ, LEED GA INTERIOR DESIGNER

Ms. Swanson brings over 30 years of interior design experience to the Song + Associates' team, and extensive knowledge in civic, governmental, educational, hospitality, and healthcare facility design. Kathy's creative strengths lie in her attention to detail, constant research of new design trends, and her awareness of how fixtures and finishes will work with the architectural design. These skills, with her ability to adhere to client's needs and requirements, make her the ideal Senior Interior Designer for all projects that she manages.

SELECTED PROJECT EXPERIENCE

EOC Command Center, West Palm Beach, FL: This 11,000 square feet, state of the art EOC was constructed as a Category 5 facility and designed to accommodate all necessary personnel through any storm event or other emergency. It includes command center meeting rooms and a press room with advanced communications and media technology.

Distribution Control Center, West Palm Beach, FL: A 71,000 sf, two-story expansion of the existing Command Center. As the central monitoring facility for utility distribution, the DCC operates twenty-four hours per day throughout the year with three shifts per day. The building has an emergency generator service for full back-up power. The addition and existing building were designed to achieve an enhanced resistance to wind loading forces.

Palm Beach County Tax Collector's Office, Lake Worth, FL: A new 37,000 GSF facility to replace the existing Lake Worth and Lantana locations while including the Department of Motor Vehicles. A front façade with new 20' high storefront glass windows allows natural light to filter into the interior spaces, proactively utilizing the zoning requirements of the pre-existing two story building.

City of Coral Municipal Complex, Coral Springs, FL: A 5.8 acre campus for the Municipal Complex for the City of Coral Springs. The site will include a new 75,000 SF City Hall, along with a 300 car parking garage, commission chambers, public meeting rooms, and a civic plaza. Song + Associates, Inc. conducted public workshops to obtain input from the community and build consensus for this development which is the new centerpiece of the Downtown Core CRA District.

Port St. Lucie Civic Center, Port St. Lucie, FL: Based on public input and a needs study, amenities include: a 14,000 sf banquet hall with commercial kitchen; 2,300 sf multi-purpose/game room; 12,400 sf gymnasium with basketball court; 4,500 sf fitness center; 4 racquetball courts; 6,000 sf conference rooms; gallery; pre-school room; and an indoor cafe.

City Center, West Palm Beach, FL: City Center incorporates the City Hall (150,000 GSF, including the City's Commission Chambers and a 150-seat auditorium), the West Palm Beach Central Library (85,000 GSF, including a children's library and teen library), the Palm Beach Photographic Centre and Museum (35,000 GSF), and a parking garage housing 300 cars. Designed for LEED Gold.

Indian River County Administrative Complex, Vero Beach, FL: Master site plan and implementation of the design and construction of a new 165,000 SF, 14 department County Administration Complex for the Board of County Commissioners in Indian River County, in association with local architect Donadio Associates.

Manatee Lagoon Eco Discovery Center, West Palm Beach, FL: 22,000 square foot facility encompassing educational displays, lobby, gift shop, offices and event and meeting space. The second floor multi-purpose room, with an outdoor balcony, overlooks the main lobby has proven to be a popular venue for community groups, company functions, and banquets.

EDUCATION:

Associate in Interior Design, Miami
Dade Community College, 1983
University of Texas, School of
Architecture 1978-1980

PROFESSIONAL REGISTRATIONS:

NCIDQ Certification No. 8189
Interior Design, Florida, No. 1413

TIME WITH SONG + ASSOCIATES, INC.:

19 years



LEILA ROUADY, RA, CGC, LEED AP CONSTRUCTION ADMINISTRATOR

Ms. Rouady has over 15 years of experience overseeing all aspects of architectural design and construction projects in the field. She has performed services for governmental, educational, financial banking, commercial and laboratory facility projects. Her skills include code knowledge, coordination of contractors, review and approval of pay requests.

As a registered architect and a certified general contractor, Ms. Rouady is proficient with change orders, contract review, field reports, shop drawing review, meeting budget and schedule requirements, as well as quality standards. She is a LEED Accredited Professional with extensive knowledge of sustainable design and quality control.

SELECTED PROJECT EXPERIENCE

EOC Command Center, West Palm Beach, FL: This 11,000 square feet, state of the art EOC was constructed as a Category 5 facility and designed to accommodate all necessary personnel through any storm event or other emergency. It includes command center meeting rooms and a press room with advanced communications and media technology.

Distribution Control Center, West Palm Beach, FL: A 71,000 sf, two-story expansion of the existing Command Center. As the central monitoring facility for utility distribution, the DCC operates twenty-four hours per day throughout the year with three shifts per day. The building has an emergency generator service for full back-up power. The addition and existing building were designed to achieve an enhanced resistance to wind loading forces.

Corporate Command Center, Juno Beach, FL: This 10,000 GSF EOC project incorporates conference rooms, resource allocation and acquisition rooms, restoration team accommodations, data resource room, crisis information team accommodations, and supporting spaces.

Palm Beach County Tax Collector's Office, Lake Worth, FL: A new 37,000 GSF facility to replace the existing Lake Worth and Lantana locations while including the Department of Motor Vehicles. A front façade with new 20' high storefront glass windows allows natural light to filter into the interior spaces, proactively utilizing the zoning requirements of the pre-existing two story building.

City Center, West Palm Beach, FL: City Center is the centerpiece of this very special downtown. Incorporating the City Hall (150,000 GSF, including the City's Commission Chambers), the West Palm Beach Central Library (85,000 GSF, including and a 150-seat auditorium, a children's library and a teen library), the Palm Beach Photographic Centre and Museum (35,000 GSF), and a parking garage housing 300 cars. Designed for LEED Gold.

Municipal Complex, Sunrise, FL: Master Plan and Programming for the new Municipal Complex which will become the centerpiece and catalyst for economic development for the new downtown core of the city. The project is situated on a 6 acre site and may include an approximately 75,000 SF city hall, 20,000 SF art museum, and 5,000 SF of retail space.

City of Coral Municipal Complex, Coral Springs, FL: A 5.8 acre campus for the Municipal Complex for the City of Coral Springs. The site will include a new 75,000 SF City Hall, along with a 300 car parking garage, commission chambers, public meeting rooms, and a civic plaza. Song + Associates, Inc. conducted public workshops to obtain input from the community and build consensus for this development which is the new centerpiece of the Downtown Core CRA District.

EDUCATION:

Master of Architecture, University of Miami, 2002,
Master of Business Administration,
University of South Florida, 1992
Bachelor of Arts, University of South Florida, 1990

PROFESSIONAL REGISTRATIONS:

Registered Architect, FL #A834061
Certified General Contractor,
#CGC1519477
LEED Accredited Professional, 2004

Amir Kazeminia, PE

President & CEO

ROLE Principal in Charge

Amir oversees the corporate office and 10 branch offices across the state of Florida and United States. He leads the team with over 35 years of experience in engineering design of HVAC, plumbing, and fire protection systems. As a seasoned professional, he is highly respected throughout the engineering industry and offers knowledge, understanding, and insight for troubleshooting potential problem areas and developing practical solutions. Amir is licensed in 23 states, Puerto Rico and the U.S. Virgin Islands.

Specific to this project, Amir has been involved in more than 50 public safety and justice projects in Florida. These have ranged from new construction, historical renovations and complete interior upgrades.

**BACKGROUND**

Bachelor of Science, Mechanical Engineering,
University Central Florida

Registration Florida 42619

36 Total Years Experience | Joined OCI in 1987

AFFILIATIONS

American Society of Heating, Refrigerating and
Air-Conditioning Engineers (ASHRAE)

Florida Educational Facilities Planning Association
(FEFPA)

RELATED IDIQ CONTRACTS

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Mid-Atlantic, United States

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Nationwide, United States

PROJECT EXPERIENCE | Partial Listing

Jupiter Municipal Complex, Jupiter, Florida
\$20 million, 36,000-square-foot hardened
Police Department facility, Data Center that
will serve as an Emergency Ops Center.

**City of Palm Beach Gardens Municipal
Complex & Emergency Operations Center,
Palm Beach Gardens, Florida (Cat. 5)**
\$3.1 million, 10,800-square-foot building.

**Palm Beach County Division of Emergency
Management Emergency Operations
Center, West Palm Beach, Florida (Cat. 5)**
\$5.5 million, 38,000-square-foot.

**Hillsborough County Public Safety
Operations Complex, Tampa, Florida**
\$26 million, 78,422-square-feet. Ops Center
for 250-staff, incident command room, a
dispatch center, six breakout rooms, offices,
training center. Hardened Category 5.

**Douglas M. Anderson Emergency
Operations Center, Ft. Pierce, Florida**
\$12.7 million, 27,000-square-feet, St. Lucie
County Sheriff's. Hardened Category 5.

**City of Winter Park Public Safety Operations
Center, Winter Park, Florida (Cat. 5)**
\$8 million, 79,000-square-foot. Shared by
both the Police and Fire Departments.

**Volusia County Sheriff's Evidence Facility
Daytona Beach, Florida**

\$11.8 million, 32,200-square-foot secure
compound features offices, a lobby,
forensics lab, walk-in biohazard material
storage cooler and a covered loading dock,
Intake area. Hardened Category 5.

**Volusia County Sheriff's Vehicle Storage
Building, Daytona Beach, Florida**

New 5,200-square-foot vehicle storage
building, vehicle wash, vehicle fueling, razor
wire fencing and electronic sliding secure
vehicle gates, a helipad and detainee cells.

**Mount Dora Public Safety Building, Mt.
Dora, Florida (Cat. 5)**

New facility. Hardened Category 5.

**City of Lake Worth Public Safety Complex,
Lake Worth, Florida (Cat. 5)**

New facility. Hardened Category 5.

**City of Fruitland Park Public Safety
Operations Complex, Fruitland Park, Florida**
\$5 million 20,000-square-foot facility.

**Hernando County Sheriff's Department
Administration Building, Brooksville, Florida**
New 18,000-square-foot \$2.4 million

**City of St. Petersburg Beach Police
Department, St. Petersburg, Florida**
New 18,000-square-foot \$2.5 million

**Classroom Training Building, Phase III, Public
Safety Training Center, Lake Worth, Florida**

The 45,000-square-feet, \$34 million,
features a jail, booking area, and a 9-1-1
dispatch center, specialized forensics
labs, mock courtroom and holding cell,
classroom/lab building with a two-story
tactical gymnasium and Wellness Center.

**Fire Training Tower & Defensive Driving
Course, Phase II, Public Safety Training
Center, Lake Worth, Florida**

11,898-square-feet, 3.2 million five-story fire
tower, training classrooms and facilities.

**Firing Range, Phase I, Public Safety Training
Center, Lake Worth, Florida**

17,500-square-foot, \$5.8 million with two
12-lane firing ranges, a control booth, and a
multipurpose training classroom.

**Treasure Coast Public Safety Training
Complex - Vernon Smith Building, Ft. Pierce,
Florida**

101,000-square-foot, \$28 million facility
with an Emergency Ops Center, and training
classrooms.

**Treasure Coast Public Safety Training
Complex - Firing Range, Ft. Pierce, Florida**

Defensive Tactics Training Lab with virtual
reality technology and a 12-lane indoor
firearms range with moving targets.



James Burchard

Fort Pierce Office Director + Senior Project Manager and Project Engineer Electrical
ROLE Project Manager + Project Engineer Electrical

Mr. Burchard has hands-on knowledge in the design of electrical systems includes facilities such as government, public safety, emergency response, justice, cogeneration, multi family, educational and federal experience. Jimmy works directly with medium voltage power distribution, emergency systems, interior and exterior site lighting, building power distribution, information technology, security, lightning protection and fire alarm. He is highly experienced in the design, project manager, cost estimates, change cost estimates, photometric values, job foreman, and service technician. His day to day responsibilities entails the management of the firms Fort Pierce office, client relations, project design, project commissioning and project management. Jimmy has been involved in more than 25 public safety projects.

BACKGROUND

Apprenticeship Program Associated Builders and Contractors Institute

32 Total Years Experience | Joined OCI in 2005

PROJECT EXPERIENCE | Partial Listing

Jupiter Municipal Complex, Jupiter, Florida
 \$20 million, 36,000-square-foot hardened Police Department facility, Data Center that will serve as an Emergency Ops Center.

City of Palm Beach Gardens Municipal Complex & Emergency Operations Center, Palm Beach Gardens, Florida
 \$3.1 million, 10,800-square-foot building. Hardened Category 5. Police dispatch.

Douglas M. Anderson Emergency Operations Center, Ft. Pierce, Florida
 \$12.7 million, 27,000-square-feet, St. Lucie County Sheriff's. Hardened Category 5.

Volusia County Sheriff's Evidence Facility Daytona Beach, Florida
 \$11.8 million, 32,200-square-foot secure compound features offices, a lobby, forensics lab, walk-in biohazard material storage cooler and a covered loading dock. Intake area. Hardened Category 5.

Volusia County Sheriff's Vehicle Storage Building, Daytona Beach, Florida
 New 5,200-square-foot vehicle storage building, vehicle wash, vehicle fueling, razor wire fencing and electronic sliding secure vehicle gates, a helipad and detainee cells.

St. Lucie County Courthouse Annex Building Renovation, Ft. Pierce, Florida
 Electrical upgrades for perimeter fencing

Clerk of the Circuit Courts St. Lucie County Ft. Pierce, Florida

New five-story facility, 58,000-square-foot complex for 120 work stations. The \$13 million building includes a new first floor internal jail holding facility.

St. Lucie County Public Defenders Office Ft. Pierce, Florida
 \$2 million two-story 15,000-square-foot

Classroom Training Building, Phase III, Public Safety Training Center, Lake Worth, Florida
 The 45,000-square-feet, \$34 million, features a jail, booking area, and a 9-1-1 dispatch center, specialized forensics labs, mock courtroom and holding cell, classroom/lab building with a two-story tactical gymnasium and Wellness Center.

Fire Training Tower & Defensive Driving Course, Phase II, Public Safety Training Center, Lake Worth, Florida
 11,898-square-feet, 3.2 million five-story fire tower, classrooms and facilities, a 3-story Burn Building, Observation Platform, a 4.5-acre Defensive Driving Course (skidpad), a Prop Field including LP Gas Props, a Vehicle Extrication simulation.

Firing Range, Phase I, Public Safety Training Center, Lake Worth, Florida
 17,500-square-foot, \$5.8 million with two 12-lane firing ranges, a control booth, and a multipurpose classroom.



RELATED IDIQ CONTRACTS

Federal Bureau of Prisons IDIQ Contract
 2012- 2017, Architectural/Engineering Services, Mid-Atlantic, United States

Federal Bureau of Prisons IDIQ Contract
 2012- 2017, Architectural/Engineering Services, Nationwide, United States

Treasure Coast Public Safety Training Complex - Vernon Smith Building, Ft. Pierce, Florida

101,000-square-foot, \$28 million facility with an Emergency Ops Center, Forensic Lab for the 19th Judicial Circuit of Florida, a mock courtroom and classrooms.

Treasure Coast Public Safety Training Complex - Firing Range, Ft. Pierce, Florida
 Defensive Tactics Training Lab with virtual reality technology and a 12-lane indoor firearms range with moving targets.

Infrastructure Building, Pinellas County Jail Expansion, Clearwater, Florida
 3-story 73,844-square-foot Infrastructure Building that houses the Jail's new Kitchen, Laundry, Central Utility Plant and Central Command Control Room.

Facility Maintenance Building and Sheriff's Office & Purchasing Warehouse, Pinellas County Jail Expansion, Clearwater, Florida
 New 14,960-square-foot Facility Maintenance Building and a new 43,340-square-foot Sheriff's Office & Purchasing Warehouse Building. Renovation of the existing 6,948-square-foot South Kitchen's first floor.

Geo Care Treasure Coast Treatment Center Arcadia, Florida



Jason Smith, PE, LEED AP BD+C, CEM**Principal + Director of Mechanical Engineering****ROLE** Mechanical Engineer of Record

As the Director of Mechanical Engineering and a Mechanical Engineer of Record, Jason leads the Mechanical Engineering departments at OCI's headquarters and branch offices throughout the U.S. He is responsible for the day-to-day operations of the department and the design of all mechanical scopes for projects. He has a diverse portfolio that showcases the projects he has completed for educational, municipal, commercial, industrial, hi-rise facilities and more. Jason is a seasoned expert in the MEP field and is a Certified Energy Manager and LEED Accredited Professional for Building Design and Construction. With over 50 public safety projects in his portfolio, Jason knows how to utilize the right mechanical system in new construction or improve energy performance in existing spaces.

**BACKGROUND**

Bachelor of Science, Electrical Engineering,
University Central Florida

Registration Florida 57743

27 Total Years Experience | Joined OCI in 1993

AFFILIATIONS

American Society of Heating, Refrigerating and
Air-Conditioning Engineers (ASHRAE)

RELATED IDIQ CONTRACTS

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Mid-Atlantic, United States

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Nationwide, United States

PROJECT EXPERIENCE | Partial Listing

Jupiter Municipal Complex, Jupiter, Florida
\$20 million, 36,000-square-foot hardened
Police Department facility, Data Center that
will serve as an Emergency Ops Center.

**City of Palm Beach Gardens Municipal
Complex & Emergency Operations Center,
Palm Beach Gardens, Florida (Cat. 5)**
\$3.1 million, 10,800-square-foot building.

**Palm Beach County Division of Emergency
Management Emergency Operations
Center, West Palm Beach, Florida (Cat. 5)**
\$5.5 million, 38,000-square-foot.

**Hillsborough County Public Safety
Operations Complex, Tampa, Florida**
\$26 million, 78,422-square-feet. Ops Center
for 250-staff, incident command room, a
dispatch center, six breakout rooms, offices,
training center. Hardened Category 5.

**Douglas M. Anderson Emergency
Operations Center, Ft. Pierce, Florida**
\$12.7 million, 27,000-square-feet, St. Lucie
County Sheriff's. Hardened Category 5.

**City of Winter Park Public Safety Operations
Center, Winter Park, Florida (Cat. 5)**
\$8 million, 79,000-square-foot. Shared by
both the Police and Fire Departments.

**Volusia County Sheriff's Evidence Facility
Daytona Beach, Florida**
\$11.8 million, 32,200-square-foot secure
compound features offices, a lobby,
forensics lab, walk-in biohazard material
storage cooler and a covered loading dock.
Intake area. Hardened Category 5.

**Volusia County Sheriff's Vehicle Storage
Building, Daytona Beach, Florida**
New 5,200-square-foot vehicle storage
building, vehicle wash, vehicle fueling, razor
wire fencing and electronic sliding secure
vehicle gates, a helipad and detainee cells.

**Mount Dora Public Safety Building, Mt.
Dora, Florida (Cat. 5)**
New facility. Hardened Category 5.

**City of Lake Worth Public Safety Complex,
Lake Worth, Florida (Cat. 5)**
New facility. Hardened Category 5.

**City of Fruitland Park Public Safety
Operations Complex, Fruitland Park, Florida**
\$5 million 20,000-square-foot facility.

**Hernando County Sheriff's Department
Administration Building, Brooksville, Florida**
New 18,000-square-foot \$2.4 million

**City of St. Petersburg Beach Police
Department, St. Petersburg, Florida**
New 18,000-square-foot \$2.5 million

**Classroom Training Building, Phase III, Public
Safety Training Center, Lake Worth, Florida**
The 45,000-square-feet, \$34 million,
features a jail, booking area, and a 9-1-1
dispatch center, specialized forensics
labs, mock courtroom and holding cell,
classroom/lab building with a two-story
tactical gymnasium and Wellness Center.

**Fire Training Tower & Defensive Driving
Course, Phase II, Public Safety Training
Center, Lake Worth, Florida**
11,898-square-feet, 3.2 million five-story fire
tower, training classrooms and facilities.

**Firing Range, Phase I, Public Safety Training
Center, Lake Worth, Florida**
17,500-square-foot, \$5.8 million with two
12-lane firing ranges, a control booth, and a
multipurpose training classroom.

**Treasure Coast Public Safety Training
Complex - Vernon Smith Building, Ft. Pierce,
Florida**
101,000-square-foot, \$28 million facility
with an Emergency Ops Center, and training
classrooms.

**Treasure Coast Public Safety Training
Complex - Firing Range, Ft. Pierce, Florida**
Defensive Tactics Training Lab with virtual
reality technology and a 12-lane indoor
firearms range with moving targets.



Keith Liatsos, PE

Principal + Director of Electrical Engineering

ROLE Electrical Engineer of Record

He is well versed in the MEP industry with over 18 years of electrical engineering design experience and is a registered professional engineer in the states of Florida, Georgia, and California. His principal areas of design experience are lighting, power distribution (low voltage and medium voltage), emergency systems, and fire alarm systems. He is involved in the design of electrical systems for various buildings types including commercial buildings, schools, restaurants, hotels, multi-dwelling residential buildings, data centers, and aviation facilities. He has a keen interest in energy saving methods and applies these design principals into his projects for both traditional and LEED-accredited buildings.

For this project Keith brings nearly 20 public safety and justice facilities.

**BACKGROUND**

Bachelor of Science, Electrical Engineering,
University Central Florida

Registration Florida 66402

18 Total Years Experience | Joined OCI in 2011

AFFILIATIONS

Institute of Electrical and Electronics Engineers
(IEEE)

RELATED IDIQ CONTRACTS

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Mid-Atlantic, United States

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Nationwide, United States

PROJECT EXPERIENCE | Partial Listing

Jupiter Municipal Complex, Jupiter, Florida
\$20 million, 36,000-square-foot hardened
Police Department facility, Data Center that
will serve as an Emergency Ops Center.

**Volusia County Sheriff's Evidence Facility
Daytona Beach, Florida**
\$11.8 million, 32,200-square-foot secure
compound features offices, a lobby,
forensics lab, walk-in biohazard material
storage cooler and a covered loading dock.
Intake area. Hardened to 200 mph winds.

**Volusia County Sheriff's Vehicle Storage
Building, Daytona Beach, Florida**
New 5,200-square-foot vehicle storage
building, vehicle wash, vehicle fueling, razor
wire fencing and electronic sliding secure
vehicle gates, a helipad and detainee cells.

**Hillsborough County Public Safety
Operations Complex, Tampa, Florida**
\$26 million, 78,422-square-feet. Ops Center
for 250-staff, incident command room, a
dispatch center, six breakout rooms, offices,
training center. Hardened Category 5.

**Glades County Courthouse Renovations &
Upgrades, Moorehaven, Florida**
Interior renovations Phase 1 and Electrical
Upgrades, Phase 2

**Lake County Courthouse Interior
Renovations, Tavares, Florida**
Phase 1 and Phase 2 Interior renovations

**Facility Wide IT Upgrades, Volusia County
Correctional, Daytona Beach, Florida**
Facility wide IT upgrades to the campus.

**Classroom Training Building, Phase III, Public
Safety Training Center, Lake Worth, Florida**
The 45,000-square-feet, \$34 million,
features a jail, booking area, and a 9-1-1
dispatch center, specialized forensics
labs, mock courtroom and holding cell,
classroom/lab building with a two-story
tactical gymnasium and Wellness Center.

**Fire Training Tower & Defensive Driving
Course, Phase II, Public Safety Training
Center, Lake Worth, Florida**
11,898-square-feet, 3.2 million five-story fire
tower, classrooms and facilities, a 3-story
Burn Building, Observation Platform, a 4.5-
acre Defensive Driving Course (skidpad), a
Prop Field including LP Gas Props, a Vehicle
Extrication simulation.

**Firing Range, Phase I, Public Safety Training
Center, Lake Worth, Florida**
17,500-square-foot, \$5.8 million with two
12-lane firing ranges, a control booth, and a
multipurpose classroom.

**Treasure Coast Public Safety Training
Complex - Vernon Smith Building, Ft. Pierce,
Florida**
101,000-square-foot, \$28 million facility with
an Emergency Ops Center, Forensic Lab for
the 19th Judicial Circuit of Florida, a mock
courtroom and classrooms.

**Treasure Coast Public Safety Training
Complex - Firing Range, Ft. Pierce, Florida**
Defensive Tactics Training Lab with virtual
reality technology and a 12-lane indoor
firearms range with moving targets.

**Infrastructure Building, Pinellas County Jail
Expansion, Clearwater, Florida**
3-story 73,844-square-foot Infrastructure
Building that houses the Jail's new Kitchen,
Laundry, Central Utility Plant and Central
Command Control Room.

**Facility Maintenance Building and Sheriff's
Office & Purchasing Warehouse, Pinellas
County Jail Expansion, Clearwater, Florida**
New 14,960-square-foot Facility
Maintenance Building and a new
43,340-square-foot Sheriff's Office &
Purchasing Warehouse Building. Renovation
of the existing 6,948-square-foot South
Kitchen's first floor.



Sudharma Wijegunawardana, PE, LEED AP, LC

Principal

ROLE Senior Electrical Engineer

OCI's West Palm Beach branch office is headed by Sudharma, who has over 17 years of electrical engineering design experience and is a registered professional engineer in Florida, Virginia, and Maryland. Her principal areas of design experience include interior and exterior lighting, building power distribution, medium voltage power distribution, emergency systems, and fire alarm systems. As a LEED accredited professional, she applies energy saving methods and design principals into conventional and LEED-accredited building design. She is also a Certified Lighting Professional (LC).



BACKGROUND

Masters of Science Electrical Engineering,
University of South Florida

Registration Florida 63143

17 Total Years Experience | Joined OCI in 2004

RELATED IDIQ CONTRACTS

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Mid-Atlantic, United States

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Nationwide, United States

PROJECT EXPERIENCE | Partial Listing

City of Palm Beach Emergency Operations Center, Palm Beach Gardens, Florida

The new \$3.1 million building was designed to house police dispatch, centralized communications, a records archive and the city's emergency radio station, AM-1670 and sits between City Hall and the Police department. Loaded with state-of-the-art technology for communication the \$10,800-square-foot building is a secured command center for emergency personnel and is fully functional 365 days per year. The EOC shares a dispatch department with Palm Beach Gardens, Juno Beach and Jupiter police departments 24 hours a day which improves efficiency and saves time and money by utilizing the same radio system and resources. The USGBC certified LEED® Silver building is a Category 5 hardened structure.

SchenkelShultz + Pirtle Construction

Hillsborough County Public Safety Operations Complex, Tampa, Florida

The \$26 million Operations Center houses a 250-person incident command room, a dispatch center, six breakout rooms, offices for the fire rescue staff, a training center, and the Office of Emergency Management. The main 67,000-square foot operations building has three AHU's, and the 9,900-square foot fleet maintenance building and central energy plant building are each served by one AHU. The construction of the operation center is structural steel enveloped with 12.5-inch-thick tilt-wall concrete panels and is designed to withstand Category 5 hurricane force winds and totals 78,422-square-feet.

Completed in 2016

Dewberry Architects + Clark Construction

Treasure Coast Public Safety Training Complex - Vernon Smith Building, Ft. Pierce, Florida

101,000-square-foot, \$28 million facility with an Emergency Ops Center, and training classrooms.

Treasure Coast Public Safety Training Complex - Firing Range, Ft. Pierce, Florida
Defensive Tactics Training Lab with virtual reality technology and a 12-lane indoor firearms range with moving targets.

Classroom Training Building, Phase III, Public Safety Training Center, Lake Worth, Florida

The 45,000-square-foot, \$34 million, features a jail, booking area, and a 9-1-1 dispatch center, specialized forensics labs, mock courtroom and holding cell, classroom/lab building with a two-story tactical gymnasium and Wellness Center.

Fire Training Tower & Defensive Driving Course, Phase II, Public Safety Training Center, Lake Worth, Florida

11,898-square-feet, 3.2 million five-story fire tower, training classrooms and facilities.

Firing Range, Phase I, Public Safety Training Center, Lake Worth, Florida

17,500-square-foot, \$5.8 million with two 12-lane firing ranges, a control booth, and a multipurpose training classroom.



Kaz Kazeminia, NICET**Principal + Director of Plumbing & Fire Protection****ROLE** Director of Plumbing & Fire Protection

As the Director of Plumbing and Fire Protection for OCI, Mr. Kazeminia is involved in all facets of plumbing and fire protection design. He has over 24 years of experience in the design of Plumbing and Automatic Fire Sprinkler systems for Commercial, Government, Aviation, and Educational facilities. His design work includes automatic fire protection suppression systems per NFPA 13 with supporting hydraulic calculation, design, calculations and layouts of sanitary sewer waste system, domestic water distribution, hot water and hot water return systems, storm system, medical gas, compressed air, and vacuum. Kaz has been involved in more than 50 public safety projects throughout his career including renovation and new constructions, expansions and additions to existing space.

BACKGROUND

American University
Washington, DC

24 Total Years Experience | Joined OCI in 1997

AFFILIATIONS

National Institute of Certification in Engineering
Technologies (NICET)

RELATED IDIQ CONTRACTS

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Mid-Atlantic, United States

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Nationwide, United States

**PROJECT EXPERIENCE | Partial Listing**

Jupiter Municipal Complex, Jupiter, Florida
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**Palm Beach County Division of Emergency
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Center, West Palm Beach, Florida (Cat. 5)**
\$5.5 million, 38,000-square-foot.

**Hillsborough County Public Safety
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dispatch center, six breakout rooms, offices,
training center. Hardened Category 5.

**Douglas M. Anderson Emergency
Operations Center, Ft. Pierce, Florida**
\$12.7 million, 27,000-square-feet, St. Lucie
County Sheriff's. Hardened Category 5.

**City of Winter Park Public Safety Operations
Center, Winter Park, Florida (Cat. 5)**
\$8 million, 79,000-square-foot. Shared by
both the Police and Fire Departments.

**Volusia County Sheriff's Evidence Facility
Daytona Beach, Florida**
\$11.8 million, 32,200-square-foot secure
compound features offices, a lobby,
forensics lab, walk-in biohazard material
storage cooler and a covered loading dock.
Intake area. Hardened Category 5.

**Volusia County Sheriff's Vehicle Storage
Building, Daytona Beach, Florida**
New 5,200-square-foot vehicle storage
building, vehicle wash, vehicle fueling, razor
wire fencing and electronic sliding secure
vehicle gates, a helipad and detainee cells.

**Mount Dora Public Safety Building, Mt.
Dora, Florida (Cat. 5)**
New facility. Hardened Category 5.

**City of Lake Worth Public Safety Complex,
Lake Worth, Florida (Cat. 5)**
New facility. Hardened Category 5.

**City of Fruitland Park Public Safety
Operations Complex, Fruitland Park, Florida**
\$5 million 20,000-square-foot facility.

**Hernando County Sheriff's Department
Administration Building, Brooksville, Florida**
New 18,000-square-foot \$2.4 million

**City of St. Petersburg Beach Police
Department, St. Petersburg, Florida**
New 18,000-square-foot \$2.5 million

**Classroom Training Building, Phase III, Public
Safety Training Center, Lake Worth, Florida**
The 45,000-square-feet, \$34 million,
features a jail, booking area, and a 9-1-1
dispatch center, specialized forensics
labs, mock courtroom and holding cell,
classroom/lab building with a two-story
tactical gymnasium and Wellness Center.

**Fire Training Tower & Defensive Driving
Course, Phase II, Public Safety Training
Center, Lake Worth, Florida**
11,898-square-feet, 3.2 million five-story fire
tower, training classrooms and facilities.

**Firing Range, Phase I, Public Safety Training
Center, Lake Worth, Florida**
17,500-square-foot, \$5.8 million with two
12-lane firing ranges, a control booth, and a
multipurpose training classroom.

**Treasure Coast Public Safety Training
Complex - Vernon Smith Building, Ft. Pierce,
Florida**
101,000-square-foot, \$28 million facility
with an Emergency Ops Center, and training
classrooms.

**Treasure Coast Public Safety Training
Complex - Firing Range, Ft. Pierce, Florida**
Defensive Tactics Training Lab with virtual
reality technology and a 12-lane indoor
firearms range with moving targets.



Robert Coello, NICET

Principal + Senior Fire Protection Designer

ROLE Senior Fire Protection Designer

Robert has 21 years of experience in all facets of fire protection design for government, federal and commercial facilities. His knowledge includes designs for automatic fire protection suppression system per NFPA 13 with supporting hydraulic calculation, designs for automatic and manual standpipe systems per NFPA 14 with supporting hydraulic calculations, designs for fire pump systems per NFPA 20 with supporting hydraulic calculation and designs for foam fire suppression systems per NFPA 409 with supporting hydraulic calculation. He has over 200 renovation/upgrade projects in his portfolio under OCI's (20) Continuing Service Contracts. Specific to this contract, Robert has 9 correctional projects and over 30 public safety and justice buildings he has provided fire protection design for.

**BACKGROUND**

BA In Communications, University of Alabama

21 Total Years Experience | Joined OCI In 2001

AFFILIATIONS

National Institute of Certification in Engineering Technologies (NICET)

RELATED IDIQ CONTRACTSFederal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Mid-Atlantic, United StatesFederal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Nationwide, United States**PROJECT EXPERIENCE | Partial Listing**

Jupiter Municipal Complex, Jupiter, Florida
\$20 million, 36,000-square-foot hardened Police Department facility, Data Center that will serve as an Emergency Ops Center.

City of Palm Beach Gardens Municipal Complex & Emergency Operations Center, Palm Beach Gardens, Florida (Cat. 5)
\$3.1 million, 10,800-square-foot building.

Palm Beach County Division of Emergency Management Emergency Operations Center, West Palm Beach, Florida (Cat. 5)
\$5.5 million, 38,000-square-foot.

Hillsborough County Public Safety Operations Complex, Tampa, Florida
\$26 million, 78,422-square-feet. Ops Center for 250-staff, incident command room, a dispatch center, six breakout rooms, offices, training center. Hardened Category 5.

Douglas M. Anderson Emergency Operations Center, Ft. Pierce, Florida
\$12.7 million, 27,000-square-feet, St. Lucie County Sheriff's. Hardened Category 5.

City of Winter Park Public Safety Operations Center, Winter Park, Florida (Cat. 5)
\$8 million, 79,000-square-foot. Shared by both the Police and Fire Departments.

Volusia County Sheriff's Evidence Facility Daytona Beach, Florida
\$11.8 million, 32,200-square-foot secure compound features offices, a lobby, forensics lab, walk-in biohazard material storage cooler and a covered loading dock. Intake area. Hardened Category 5.

Volusia County Sheriff's Vehicle Storage Building, Daytona Beach, Florida
New 5,200-square-foot vehicle storage building, vehicle wash, vehicle fueling, razor wire fencing and electronic sliding secure vehicle gates, a helipad and detainee cells.

Mount Dora Public Safety Building, Mt. Dora, Florida (Cat. 5)
New facility. Hardened Category 5.

City of Lake Worth Public Safety Complex, Lake Worth, Florida (Cat. 5)
New facility. Hardened Category 5.

City of Fruitland Park Public Safety Operations Complex, Fruitland Park, Florida
\$5 million 20,000-square-foot facility.

Hernando County Sheriff's Department Administration Building, Brooksville, Florida
New 18,000-square-foot \$2.4 million

City of St. Petersburg Beach Police Department, St. Petersburg, Florida
New 18,000-square-foot \$2.5 million

Classroom Training Building, Phase III, Public Safety Training Center, Lake Worth, Florida
The 45,000-square-feet, \$34 million, features a jail, booking area, and a 9-1-1 dispatch center, specialized forensics labs, mock courtroom and holding cell, classroom/lab building with a two-story tactical gymnasium and Wellness Center.

Fire Training Tower & Defensive Driving Course, Phase II, Public Safety Training Center, Lake Worth, Florida
11,898-square-feet, 3.2 million five-story fire tower, training classrooms and facilities.

Firing Range, Phase I, Public Safety Training Center, Lake Worth, Florida
17,500-square-foot, \$5.8 million with two 12-lane firing ranges, a control booth, and a multipurpose training classroom.

Treasure Coast Public Safety Training Complex - Vernon Smith Building, Ft. Pierce, Florida
101,000-square-foot, \$28 million facility with an Emergency Ops Center, and training classrooms.

Treasure Coast Public Safety Training Complex - Firing Range, Ft. Pierce, Florida
Defensive Tactics Training Lab with virtual reality technology and a 12-lane indoor firearms range with moving targets.



Byron Blair, RCDD

Systems Technology Manager

ROLE Systems Technology Designer

Byron is a Registered Communications Distribution Designer (RCDD) and brings over 30 years of experience in design, installation, and maintenance of low voltage systems to the team. His knowledge of design and Implementation of communication systems such as CATV, CCTV, Intrusion control, network systems, wireless, audio-video and access control have been a cornerstone on many commercial and educational projects. He has wide-ranging project management and design experience for both private and commercial clients. Byron has been an active member of BICSI since 1994. Specific to this contract, Byron has been involved in 5 corrections projects since joining OCI and has over 20 public safety and justice projects in his portfolio.

**BACKGROUND**

BA in Communications, University of Alabama
31 Total Years Experience | Joined OCI In 2015
Registration RCDD #202276R

AFFILIATIONS

Building Industry Consulting Service International (BICSI)

RELATED IDIQ CONTRACTS

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Mid-Atlantic, United States (Active 2012-2017)

Federal Bureau of Prisons IDIQ Contract
2012- 2017, Architectural/Engineering Services,
Nationwide, United States (Active 2012-2017)

PROJECT EXPERIENCE | Partial Listing

Jupiter Municipal Complex, Jupiter, Florida
\$20 million, 36,000-square-foot hardened Police Department facility, Data Center that will serve as an Emergency Ops Center.

Volusia County Sheriff's Evidence Facility Daytona Beach, Florida
\$11.8 million, 32,200-square-foot secure compound features offices, a lobby, forensics lab, walk-in biohazard material storage cooler and a covered loading dock. Intake area. Hardened to 200 mph winds.

Volusia County Sheriff's Vehicle Storage Building, Daytona Beach, Florida
New 5,200-square-foot vehicle storage building, vehicle wash, vehicle fueling, razor wire fencing and electronic sliding secure vehicle gates, a helipad and detainee cells.

Hillsborough County Public Safety Operations Complex, Tampa, Florida
\$26 million, 78,422-square-feet. Ops Center for 250-staff, incident command room, a dispatch center, six breakout rooms, offices, training center. Hardened Category 5.

Infrastructure Building, Pinellas County Jail Expansion, Clearwater, Florida
3-story 73,844-square-foot Infrastructure Building that houses the Jail's new Kitchen, Laundry, Central Utility Plant and Central Command Control Room.

Facility Maintenance Building and Sheriff's Office & Purchasing Warehouse, Pinellas County Jail Expansion, Clearwater, Florida
New 14,960-square-foot Facility Maintenance Building and a new 43,340-square-foot Sheriff's Office & Purchasing Warehouse Building. Renovation of the existing 6,948-square-foot South Kitchen's first floor.

Facility Wide IT Upgrades Branch Building, Volusia County Correctional, Daytona Beach, Florida
Branch Building- OCI interconnected with new fiber from the MDF to the IBF with zoning enclosures from the ceiling. This included data drops in the security guard station. We also ran a new WAP Wireless Access Point cable connection, new Cameras, and Data Cabling for the new Video Visitation station and new data cabling for the IP in the cell block of the Day Room.

Facility Wide IT Upgrades Facilities Building, Volusia County Correctional, Daytona Beach, Florida
Facilities Building (Male and Female Jail Cells)- OCI Built out a new IBF Intermediate Distribution Frame, data drops in the security guard station and a new WAP Wireless Access Point cable connection. New data cabling for the IP in the cell block of the Day Room was added, new cameras and new Data Cabling for the new video Visitation station was ran.

Facility Wide IT Upgrades Video Visitation Building, Volusia County Correctional, Daytona Beach, Florida
Video Visitation Building — OCI ran fiber to the building and put in new data drops for the video visitation equipment.

Fire Station #62 and 65th Infantry Veterans Park, Osceola County Fire District, Kissimmee, Florida
New 12,456-square-foot, \$5.3 million for 10 fire fighters. Cat 5. Included a new park with restroom, pavilions and performance stage

Fire Station #64, Osceola County Fire District, Kissimmee, Florida
New 12,456-square-foot, \$4.4 million. Cat 5.

Fire Station #73, Osceola County Fire District, Kissimmee, Florida
New 12,456-square-foot, \$5 million. Cat 5.

Fire Station #29, Seminole County Fire District, Oviedo, Florida
New 12,000-square-foot, \$3.8 million, 4-bay.

Fire Station #5, St. Lucie County Fire District, Port St. Lucie, Florida
New facility

Captiva Fire Station, Captiva, Florida
9,000-square-feet, \$3.5 million, 2-story





Ronald M. Jezerinac, P.E.
President

Ron is an accomplished structural engineer with over 20 years of experience designing, diagnosing, repurposing, and rehabilitating building structures. He has led some of the most demanding projects - from modest architectural statements to iconic sport's facilities and very large scale commercial mixed-use projects - throughout the United States and the Caribbean.

Ron worked for a Miami-based firm where he ascended to president of the company by age 36. There he performed structural analysis and design, site representation, project management, and project leadership on many large, complex projects.

Ron later joined an international engineering firm where he was responsible for furthering the firm's growth in Florida, the Southeast United States, the Caribbean, and Latin America. There, Ron immersed himself in the vast technological resources of the firm, leading demanding projects that involved parametric and generative modeling, integrated modeling services, downstream model delivery, and forensic information modeling.

Today, Ron guides a select number of projects, as well as the firm, in a quest to provide sophisticated engineering services that are delivered with a uniquely human touch.

EDUCATION

Bachelor of Science
Civil Engineering, 1993
Case Western Reserve University

Graduate Studies in Civil Engineering
Structural Curriculum, 1993 – 1995
The Ohio State University

REGISTRATIONS

Licensed Professional Engineer in
Florida, North Carolina, Ohio and Texas
Registered Special Inspector in Florida

AWARDS

Building Design and Construction
Magazine 2009's 40 Under 40

PROFESSIONAL PAPERS, LECTURES, AND PUBLICATIONS

"Steel Connections, Engineers Should
Lead the Way," Engineering News
Record, May 2004

REPRESENTATIVE PROJECT EXPERIENCE

TOWN OF JUPITER MUNICIPAL COMPLEX - POLICE DEPARTMENT AND DATA CENTER

Jupiter, FL

The Police and EOC facility is a two-story, 40,000 square foot building that will serve as the Town's police headquarters and Emergency Operations Center (EOC). The facility's purpose will be to house police and Town personnel before, during, and after disasters and other significant events. Jezerinac Group provided structural design services to the Architect and served as Engineer of Record for the Project. The building's structural system consists of a shallow foundation system along with a composite reinforced and precast concrete structural frame provisioned for the enhanced design wind velocities and impact resistance requirements of the Florida Building Code's Building Risk Category III.

TEMPLE BETH EL RENOVATION & EXPANSION

Boca Raton, FL

Structural design for the renovation of an existing two-story, 60,000 square foot Temple built in various phases since the mid-1970s and the addition of a 10,000 square foot two-story courtyard building. The existing structural systems consisted of load-bearing masonry walls and structural steel w-shapes and joists that were significantly altered during the renovation. The new structural systems mostly match those of the existing. The project was eventually classified as a Level Three Alteration requiring the entire lateral load resisting system to be re-analyzed and retrofitted to meet today's applicable building code.

FAU STUDENT UNION RENOVATION & EXPANSION

Boca Raton, FL

Structural Design for the renovation and expansion of the existing Student Union Building. The project consists of the complete interior renovation and repurposing of approximately 37,000 square feet as well as the addition of a new free-standing Banquet Hall of approximately 29,000 square feet. The meeting space is column-free necessitating structural spans of approximately 120 feet.

FPL DISTRIBUTION CONTROL CENTER EXPANSION

West Palm Beach, FL

70,000 square foot addition to existing control center including a long span emergency operations floor that will support statewide operations. Project will be hardened to resist 226 mph winds. Special Inspections services.

DOLPHIN STADIUM CONCOURSE EXPANSION

Miami, FL.*

Structural design of a 200,000 square foot sideline concourse expansion. The structural system consists of pre-cast double-tee floors and pre-cast beams, columns, and shear walls, with the intermediate level framed in structural steel.

**JEZERINAC
GROUP**

Engineering | Sophisticated | Human

Ronald M. Jezerinac, P.E.

President

SUN LIFE STADIUM MASTER PLAN AND REDEVELOPMENT

Miami, FL*

GMP pricing package for a \$400 Million redevelopment of the 72,000-seat stadium including a 600 foot cable-stayed long-span roof, partial demolition of Upper Deck Seating, complete structural replacement of the Lower Seating Bowl, expansion, and re-purposing of several hundred thousand square feet of concourse space. The project also included replacement of various portions of the façade to meet State of Florida high wind and impact resistance requirements.

BOCA RATON RESORT AND CLUB, BOCA BEACH CLUB EXPANSION

Boca Raton, FL*

Threshold inspection and structural construction administration services for the renovation and façade replacement for a seven-story, 300,000 square foot hotel and addition of a new 200,000 square foot expansion. Completed in 2009, the \$200 million project transformed the 1970s beachfront property into a world-class resort complex. The new construction also includes a 750-space, four-story post-tensioned concrete garage topped by a rooftop plaza that serves as the resort's main entrance.

BOCA RATON RESORT AND CLUB EXPANSION AND RENOVATION

Boca Raton, FL*

Vast re-development and expansion of a widely respected but aging property. The \$400 Million phased project consisted of the renovation and re-purposing of over 1,000,000 square feet of space at the Main Hotel, the addition of a ETFE clad "Palm Court", the renovation and expansion of the 275 key Beach Club Hotel, the addition of a 750-space post-tensioned subterranean parking garage and the development of a 52-unit ultra-high-end condominium building. The condo building includes a heavily-landscaped structured entry drive and a penthouse with a transfer slab and an aggressively cantilevered roof. Threshold Inspections.

AMERICAN LUNG ASSOCIATION/QUANTUM FOUNDATION JOINT HEADQUARTERS EXPANSION

West Palm Beach, FL*

Structural design for the adaptive re-use and expansion of an existing one-story, 12,000 square foot office building into a two-story office building with ground floor parking. Both the existing and new structures consist of load-bearing masonry walls and concrete joists and slabs. Due to the new architectural layout and the addition of the second story, foundations, columns, and beams required a significant structural retrofit.

UNIVERSITY OF MIAMI, SYLVESTER CANCER CENTER EXPANSION & RENOVATION

Deerfield Beach, FL*

Structural design of a 10,000 square foot expansion of a cancer treatment and research facility. The primary component of the expansion was the addition of two radiation treatment rooms housing large linear accelerator machines that required a bunker-like concrete structure with four-foot-thick walls.

BERT FISH MEDICAL CENTER EXPANSION & RENOVATION

New Smyrna Beach, FL*

Structural services for advanced schematic design of the vertical and horizontal expansion of a 112-bed acute care facility with outpatient clinics. The project included the renovation of the existing center; several areas were retrofitted with additional structural reinforcement to support sensitive scanning equipment. Façade was analyzed to assess the risks associated with high-velocity winds and Flying debris.

CITY OF AVENTURA GOVERNMENT CENTER PARKING GARAGE EXPANSION

Aventura, FL*

Structural design-bid-build for the 90,512 square foot expansion of an existing parking garage. The additional 207-space scope included an enclosed canine area and special inspection services in accordance with Florida Building Code 2010.

CITY OF PORT ST. LUCIE CIVIC CENTER PARKING GARAGE

Port St. Lucie, FL

Structural investigation and general consultation to the City of Port St. Lucie for a six-story, 800 car, roughly 292,000 square foot parking garage. Upon commencement of our services, the structure had recently exhibited concrete spalls that potentially threatened life safety. Our report identified various structural deficiencies and provided recommended repairs and retrofit.

PALM BEACH COUNTY TAX COLLECTOR

Palm Beach Gardens, FL

The project consists of a roughly 24,000 square foot, one-story building that will be used for general administrative purposes. The north and west facades are clad primarily with glass. The north facade is curved in plan. There will be a trash enclosure structure on the south side of the building.

PALM BEACH COUNTY OFFICE OF THE TAX COLLECTOR CENTRAL SERVICE CENTER

Lake Worth, FL*

Structural Design for a new 36,000 square foot, \$10.4 Million, Central Service Center for Palm Beach County. The building features a vaulted atrium with a curved glass wall system design. The facility houses a call center, county administrative offices, public service areas and a driving course.


www.jezerinacgroup.com

*Denotes project experience prior to employment at Jezerinac Group.



Suhendi "Ken" Widjaja, P.E.
Senior Associate

Mr. Widjaja joined Jezerinac Group in 2015 with ten years of experience in structural analysis, design inspection and construction administration for new buildings and renovation projects. His portfolio includes residential buildings, hotels, sports facilities, schools and office buildings. As an Associate, Mr. Widjaja is responsible for structural analysis and design, oversight of engineering and BIM staff efforts, coordination with architects and design team members, production of structural drawings, and construction administration. His career has seen a significant focus on developing constructible structural engineering solutions that can be built fast with a high level of quality.

EDUCATION

Bachelor of Science
Civil Engineering, 2001
Southern Illinois University at
Carbondale

Master of Science
Civil Engineering, 2005
Southern Illinois University at
Carbondale

REGISTRATIONS

Licensed Professional Engineer in
Florida
Registered Special Inspector in Florida

PROFESSIONAL PAPERS, LECTURES, AND PUBLICATIONS

"The Effects of Stress Singularity on
Welded Gusset Plates Loaded in
Tension." AISC Engineering Journal Vol.
42, November 2005, Co-author

REPRESENTATIVE PROJECT EXPERIENCE

TOWN OF JUPITER MUNICIPAL COMPLEX - POLICE DEPARTMENT AND DATA CENTER

Jupiter, FL

The new Police and EOC facility is a two-story, 40,000 square foot building that will serve as the Town's police headquarters and Emergency Operations Center (EOC). The facility's purpose will be to house police and Town personnel before, during, and after disasters and other significant events. Jezerinac Group provided Structural Design services to the Architect and served as Engineer of Record for the Project. The building's structural system consists of a shallow foundation system along with a composite reinforced and precast concrete structural frame provisioned for the enhanced design wind velocities and impact resistance requirements of the Florida Building Code's Building Risk Category III.

TEMPLE BETH EL RENOVATION & EXPANSION

Boca Raton, FL

Structural design for the renovation of an existing two-story, 60,000 square foot Temple built in various phases since the mid-1970's and the addition of a 10,000 square foot two-story courtyard building. The existing structural systems consisted of load-bearing masonry walls, and structural steel w-shapes and joists that were significantly altered during the renovation. The new structural systems mostly match those of the existing. The project was eventually classified as a Level Three Alteration requiring the entire lateral load resisting system to be re-analyzed and retrofitted to meet today's applicable building code.

FAU STUDENT UNION RENOVATION & EXPANSION

Boca Raton, FL

Structural Design for the renovation and expansion of the existing Student Union Building. Project consists of the complete interior renovation and repurposing of approximately 37,000 square feet as well as the addition of a new free-standing Banquet Hall of approximately 29,000 square feet. The meeting space is column free necessitating structural spans of approximately 120 feet. The surrounding pre-function space boasts bright rectangular clerestory space surrounded by a lower structure of compound slopes and curves creating a dramatic architectural expression.

SUNSET LOUNGE REHABILITATION

West Palm Beach, FL

Structural investigation and design for the historic preservation, renovation, and addition to an existing three-story, 35,000 square foot culturally significant former banquet and dance hall. Existing structural systems consist of load-bearing masonry walls, with one-way concrete beam and slab systems and barrel-shaped composite timber and steel roof trusses. The new building's structural system consists of concrete tilt-walls with hollow-core plank slabs. Numerous existing structural systems required complete rehabilitation and the new structure required careful coordination with the existing.

**JEZERINAC
GROUP**

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Suhendi "Ken" Widjaja, P.E.

Senior Associate

BOCA RATON RESORT AND CLUB, EXPANSION & RENOVATION

Boca Raton, FL*

Vast re-development and expansion of a widely respected but aging property. The \$400 Million phased project consisted of the renovation and re-purposing of over 1,000,000 square feet of space at the Main Hotel, the addition of a ETFE clad "Palm Court", the renovation and expansion of the 275-key Beach Club Hotel, the addition of a 750 space post-tensioned subterranean parking garage and the development of a 52-unit ultra-high-end condominium building. The condo building includes a heavily-landscaped structured entry drive and a penthouse with a transfer slab and an aggressively cantilevered roof.

UNIVERSITY OF MIAMI, SYLVESTER CANCER CENTER EXPANSION & RENOVATION

Deerfield Beach, FL*

Structural design of a 10,000 square foot expansion of a cancer treatment and research facility. The primary component of the expansion was the addition of two radiation treatment rooms housing large linear accelerator machines that required a bunker-like concrete structure with four-foot-thick walls.

AMERICAN LUNG ASSOCIATION/QUANTUM FOUNDATION JOINT HEADQUARTERS

West Palm Beach, FL*

Structural design for the adaptive re-use and expansion of an existing one-story, 12,000 square foot office building into a two-story office building with ground floor parking. Both the existing and new structures consist of load-bearing masonry walls and concrete joists and slabs. Due to the new architectural layout and the addition of the second story, foundations, columns, and beams required a significant structural retrofit.

CITY OF AVENTURA GOVERNMENT CENTER PARKING GARAGE EXPANSION

Aventura, FL*

A \$3.9 million, three-level, 208-space parking garage on a tight site of an existing surface parking lot. The architect's design included elements that compliment aesthetics of the adjacent Government Center, such as a glass curtain wall system enclosing the stairwells and elevator.

ROGER DEAN STADIUM IMPROVEMENTS

Jupiter, FL

Improvements to include new sunscreens at first and third base lines. This includes new structures that spring from the backs of the existing seating bowls, enlarging the team store, adding new conditioned retail storage, and adding new right field seating. Also provided Threshold Inspection services.

BALTIMORE ORIOLES' ED SMITH STADIUM EXPANSION & RENOVATION

Sarasota, FL*

Structural construction administration for a \$32 million expansion and renovation of a stadium and Major League clubhouse, completed in 2011. The project included a new three-story, 88,000 square foot concourse that wraps around the existing facility and increases seating capacity by 1,000 seats.

NORTON MUSEUM OF ART RENOVATION & EXPANSION - STABILITY ANALYSIS

West Palm Beach, FL

Structural investigation and analysis of multiple structurally demanding temporary conditions of a renovation and expansion of a roughly 100,000 square foot iconic downtown art museum. Various shoring materials including off-the-shelf systems, as well as complex structural steel assemblies, were used to vertically and laterally support the structure in its various temporary conditions as large portions of the structure were being demolished.

PALM BEACH TAX COLLECTOR

Palm Beach Gardens, FL

The project consists of a new, roughly 24,000 square foot, one-story building that will be used for general administrative purposes. The north and west facades are clad primarily with glass. The north facade is curved in plan. There will be a trash enclosure structure on the south side of the building.

CORAL SPRINGS MUNICIPAL COMPLEX

Coral Springs, FL*

Structural Design for a new \$28 Million, five-story, 70,000 square foot, Municipal Complex and a four-story, 600-space, \$8.1 Million garage. The facility will house government offices, the Coral Springs Chamber of Commerce, offices for federal state and city elected officials and the commission chambers. The new municipal complex is part of a larger effort to redevelopment the downtown section of Coral Springs.

*Denotes work performed with previous employer.



JENNIFER MALIN, P.S.M. PROJECT MANAGER

Mrs. Malin is a Registered Land Surveyor in the State of Florida with over 15 years of experience in the field. She has been working at Engenuity Group, Inc. since 2003 and has a superior understanding of surveying and mapping concerns in South Florida. She is a seasoned AutoCAD Drafter and always produces a superior quality of service in a timely manner.

Education, Organizations, & Honors

B.S., Surveying & Mapping, University of Florida, 2003

Registration: State of Florida, Surveying and Mapping, LS #6667

Florida Surveying & Mapping Society Member- 2005 No. 8481

Qualified Stormwater Management Inspector

Experience

Village of Palm Springs

- Boundary & Topographic Survey of Foxtail Palm Park
- Prepared a Sketch & Description for Cross Street Right-of-Way
- Topographic Survey of Village Property @ 3859 Kirk Road
- Prepared Legal Descriptions for Lift Stations on Lake Worth Rd. & Price St.
- Topographic Survey for 4 Lift Stations included in 2017 Improvements Package
- Topographic Survey for New Sidewalk on Lakewood Road
- Boundary & Topographic Survey for Fitness Pavilion
- Topographic Survey for 4 Lift Stations included in 2018 Improvements Package
- Topographic Survey for Cypress Lane Stormwater Improvements
- Sketch & Descriptions for Lakewood & Coconut Roads

Pleasant City Park and Community Center

Ms. Malin is the Project Manager for the production of a boundary and topographic survey for one of West Palm Beach's active community parks, located at 501 21st Street. The surveys will assist in the renovation and rehabilitation of the facilities designed by Erdman Anthony

Broward County Emergency Operations Center

Ms. Malin served as Project Manager for the preparation of a boundary and topographic survey to facilitate improvements at the Broward Co. EOC. The area surveyed included the bus transfer and maintenance areas, showing rights-of-ways in the roads. Ms. Malin coordinated with Blood Hound, Inc. to obtain underground utility locations which was presented to the civil engineer and landscape designer.

Royal Palm Beach Branch Library Sanitary Sewer Rehabilitation

Ms. Malin is the Project Manager for the survey department working alongside Engenuity Group's engineering department, Robling Architecture & Construction, and Palm Beach County Library Department Staff to design and construct a replacement sanitary sewer line that has been compromised. She is the project manager involved with the



preparation of a topographic survey of the area located outside of the Library's northern building on Civic Center Way where the existing line runs extending to the building and through the parking area. Data collected will include inverts at manholes and cleanouts and all other above ground improvements. She is overseeing production of record drawings after the removal and installation of the new sewer line.

City of Riviera Beach

- Sketch and descriptions for access easements for Utility Plant
- Topographic Survey of 13th Street (Dixie Highway to Avenue P)
- Topographic Survey of Blue Heron Blvd/Avenue P intersection
- Topographic survey of Avenue T and RC-5 Canal
- Topographic Survey of Avenue S and 23rd Street

City of West Palm Beach

- Topographic Survey for Palm Beach Lake Boulevard
- Topographic Survey for Cumberland Drive
- Topographic Survey Olive Avenue from Quadrille St to 6th St
- Boundary, Topographic and Hydrographic Survey of Flagler Drive
- Bathymetric Survey for Environmental Analyses for Waterfront Facilities
- Specific Purpose Survey of Spruce Avenue from 25th Street to 40th Street
- Boundary & Topographic Surveys at 5 well sites
- Design Survey of Market St., Carver Canal and 33rd St.
- Topographic Survey of El Monte neighborhood
- Topographic Survey of Roosevelt Estates
- GIS data management, analysis and update
- Boundary Survey of WPB Golf Course
- Topographic Survey of Historical Chemical Building
- Topographic Survey of Tamarind Avenue from Okeechobee Blvd to Banyan St.
- Topographic Survey for Dock Street Forcemain replacement
- Topographic Survey for Lift Station 71 Improvements
- Topographic Survey of Rosemary Avenue from Clematis St. to 11th St.

Village of Wellington

- Topographic Survey for Big Blue with Sketch and Descriptions of encroachments
- Topographic Survey for Rustic Ranches
- Topographic Survey for 50th Street South
- Underground Utility Locating and Topographic Survey for Watermain Replacement Project
- Topographic Survey Southshore Boulevard Phase III
- Topographic Survey of Big Blue Trace and Paddock Drive
- Topographic Survey of Pierson Road
- Topographic Survey of Fairlane Farms Road
- Topographic Survey of Flying Cow Road
- Topographic & Boundary Survey of Wellington Landings Middle School



C. ANDRE RAYMAN, P.S.M. PROJECT SURVEYOR

Mr. Rayman is a Registered Land Surveyor in the State of Florida and has over 33 years of experience in the surveying field. He is a fourth generation land surveyor and has been with Engenuity Group since 1988. He is an expert at topographic, boundary, and tree surveys as well as basemaps, right-of-way maps and sketch and descriptions. He has 3 decades of experience in data quality control / quality

assurance collection analyzation, and has used that knowledge and experience to provide our clients with a service tailored to their needs.

Education

B.S., Surveying & Mapping, University of Florida, 1988

Registration: State of Florida, Surveying and Mapping, LS #4938 (1991)

Organizations & Honors

- Florida Surveying and Mapping Society Palm Beach Chapter, Vice President (2006-2007), President (2007-2008)
- Florida Association of Cadastral Mappers
- American Congress on Surveying & Mapping
- Forest Hill High School Engineering Academy Adviser (2007-2012)
- FES Mentor Program at Florida Atlantic University (2011-2013)
- Palm Beach County League of Cities, Associate Member (2004-present)
- Florida Atlantic University Geomatics Engineering Advisory Committee, Executive Chair (2010-2016), Board Member (2010-present)

Experience

Village of Palm Springs

- Topographic Mediterranean Lift Station

City of Riviera Beach

- Right-of-way maps and parcel maps for Riviera Beach, 13th Street, 11th Street and Avenue "C". (Port of Palm Beach)
- Boundary survey of City Hall
- Sketch and descriptions for access easements for Utility Plant
- Topographic Survey of West 36th Street
- Boundary Survey at 1101 W. 13th Street
- Topographic Survey of 13th Street (Dixie Highway to Avenue P)
- Topographic Survey of Blue Heron Blvd/Avenue P intersection
- Topographic Survey of proposed Public Works complex
- Riviera Beach Storm water data collection for GIS
- Topographic Survey of Avenue T and RC-5 Canal
- Topographic Survey of Avenue S and 23rd Street
- Topographic Survey of utility plant for design
- Inner City Golf Youth Museum



TARA BAMBER, P.E. **PROJECT MANAGER**

Tara Bamber has experience in land development and water resources projects involving civil and environmental engineering. She has designed, permitted and performed construction administration for residential developments, roadway improvement and commercial site projects. She has also been involved in large scale Stormwater analysis projects. Recently, she has gained experience in program management as well.

Education & Registrations

B.S., Civil Engineering, Florida Institute of Technology, 2003

Registration: State of Florida, Civil Engineering No. 69957

Organizations & Honors

Florida Stormwater Association

Florida Engineering Society

National Society of Professional Engineers

American Society of Civil Engineers

Experience

Village of Palm Springs

Ms. Bamber is Project Manager for the Village's various consulting engineering services since Engenuity Group has been awarded a consulting engineering contract in 2016. These services envelop plan reviews of all new projects throughout the Village, preliminary design, final design and drawings, permitting, bid preparation and process, construction observation and administration. EGI's services extend to manage surveys, plat reviews, mapping and GIS services.

- Foxtail Palm Park—Preliminary Design, Design & Permitting, Bidding, Construction phases
- Burger King—Force main & lift station & grease trap planning
- 3678 S. Congress Avenue pump station #56—design calculations
- Palm Springs Apartments—construction observations
- 2017 Lift Stations Rehabilitation—preliminary planning, final design & permitting, bidding, construction, electrical construction
- 2018 Lift Stations Rehabilitation—preliminary planning, final design & permitting, bidding and construction phases
- Lakewood Road New Sidewalk— preliminary design, final design & permitting, bidding and construction administration
- Fitness Pavilion—preliminary cost estimate
- Foundcare—preliminary engineering plans, landscaping plan
- Cypress Lane Water Main Replacement—final design & permitting, bidding & construction phases.



Richard Brown, E.I. **PROJECT ENGINEER**

Mr. Brown graduated from the University of Miami with a Bachelor of Science in Civil Engineering and Architectural Engineering in 2008 and has been working in the industry since 1999. Over his tenure Mr. Brown has been responsible for the design and plan preparation of various aviation projects throughout South Florida.

Registrations & Certifications:

Registration: State of Florida, Engineering Intern #1100009209
PSMJ Project Management Boot Camp Certificate of Completion

Education:

B.S. Civil Engineering, University of Miami, 2008
B.S. Architectural Engineering, University of Miami, 2008

Project Experience:

Cypress Lane Water Main Replacement (Palm Springs, FL)

Project Engineer providing civil design, namely permitting, bidding and construction phase services. Responsibilities include gathering technical information and data for permit submittals, preparing bid documents and overseeing the bidding process. Preparing record drawings and engineer's opinion of probable cost, attending preconstruction meetings and preparing final drawings, conducting site visits and submitting all pay requests to the Village.

Fire Station #2 (Riviera Beach, FL)

The old Fire Station No. 88 site is being repurposed into a new facility to be known as Fire Station No. 2. This site will consider shared access and parking with the City's Barracuda Bay Water Park. As Project Manager, Mr. Brown is responsible for much of this project's development through the schematic design, design development, construction documents preparation, permitting and bidding phase, and construction administration & certification phases.

Palm Trail Roadway Design (Delray Beach, FL)

This projects requires preparation of paving, grading and drainage construction plans for this roadway, spanning from south of Bond Way to th south entrance of the Estuary Development, for the length of +/- 500 feet, including the intersection at Bond Way. The roadway rehabilitation will be accomplished by milling and overlay and a positive drainage system via a new swale on the east side of the roadway and runoff to the existing drainage system at the Bond Way intersection. EGI's Survey Department prepared the topographic survey which Mr. Brown utilized to provide the civil design, prepare calculations and plans, an opinion of probable cost, and attend coordination meetings.



**Jennifer Morton, PLA, LEED AP
Principal**

Registrations:

Professional Landscape Architect: #0001666

Education:

Bachelor's Degree, Landscape Architecture
University of Georgia

Affiliations:

- BB&T Advisory Board
- Board of Directors – Gold Coast Builders Association (Life Director)
- Chairman, Government Affairs Committee GCBA
- Board of Directors – Habitat for Humanity of Palm Beach County (HFHPBC)
- Chairman, Property Committee HFHPBC
- Capital Campaign, HFHPBC
- Board of Directors – Hannah's Home of Tequesta
- Leadership Palm Beach County, Class of 2011
- Board of Directors – Young Life of Palm Beach County (YL)
- Treasurer, YL

Total Years of Experience **28**

Projects:

- Canyon District Park
- Cobblestone Plaza MUPD
- Homrich Property
- Riviera Country Club
- Community of Hope
- Luma at West Palm Beach
- Tesla at the Gardens
- Morningstar Nursery
- Indian Trails Grove

Jennifer Morton, President of JMorton Planning & Landscape Architecture, has 28 years of experience in land planning, landscape architecture, entitlements and project management in southeast Florida. She has extensive experience working with residential and commercial builders/developers throughout Florida. Jennifer not only has a strong planning background; she is also well versed in local regulations and ordinances, which allows for the timely processing of plans and permits ultimately saving her clients time and money. Jennifer's experience with zoning and site planning issues has provided her a wide range of projects including large-scale mixed-use developments, planned unit developments, neighborhood commercial centers, hotels, schools, churches, synagogues and overall institutional campuses.

During the early part of Jennifer's career, she spent a significant amount of time working on Florida Department of Transportation (FDOT) projects and ultimately was responsible for securing all the Certificates of Conformity (COC) for existing signage located within Okeechobee Boulevard upon widening from six to eight lanes. Over the years, Jennifer has been the subconsultant for planning and landscape architecture services on many government projects including Palm Beach County's Vista Center Governmental Complex, Palm Beach County Convention Center and multiple park projects throughout southeast Florida.

Canyon District Park, Boynton Beach, FL

Principal In-Charge

Date Started: 2017

Date Completed: Ongoing

Contact: Mark Beatty, 561-249-6371

E-mail: msb@architecturegreenllc.com

JMorton was hired to provide assistance with community outreach and due diligence research related to entitlements prior to preparing the landscape, hardscape and littoral planting plans for a 53 acre regional park site. JMorton worked closely with the County Parks & Recreation Department during the outreach meetings with the Coalition of Boynton West Residential Associations (COBWRA) and the neighborhoods directly impacted by the regional park to determine appropriate amenities and services provided within the regional park. Careful consideration was also given to the site perimeter buffers to mitigate potential active use impacts from the adjacent residential communities.

Cobblestone Plaza MUPD, Boynton Beach, FL

Principal In-Charge

Date Started: 2015

Date Completed: Ongoing

Contact: Steve Oseroff, 561-734-6399

E-mail: slogfs@aol.com

JMorton was hired to provide Planning, Entitlement & Landscape Architecture services for the proposed neighborhood shopping center. Community outreach was a major part of receiving support and ultimately approval by the Board of County Commissioners (BCC). COBWRA refers to this project as the "gold standard" for all future commercial projects.

Homrich Property, Boynton Beach, FL

Principal In-Charge

Date Started: 2015

Date Completed: September 2017

Contact: Steve Homrich, 561-632-1541

E-mail: stevehomrich@gmail.com

JMorton was hired by the property owners to change the land use designation from AgR to CL/IND for their thirteen acres wholesale nursery. We were successful because of the community outreach that occurred during the process. Although staff was required to recommend denial because of the west side of SR7 location, we worked with the community and the district commissioner to ultimately receive approval for the land use change. JMorton also prepared several conceptual site plans to be utilized for marketing purposes.

3910 RCA Boulevard, Suite 1015 | Palm Beach Gardens, FL 33410
561-500-5060 office | office@jmortonla.com | www.jmortonla.com





Hays Henderson, PLA, ASLA
Project Manager

Education:

Bachelor of Landscape Architecture (BLA)
University of Florida, 2000

Affiliations:

- Full Member of American Society of Landscape Architects
- CLARB Certified
- International Society of Arboriculture

Total Year of Experience: 18

Projects:

- Canyon District Park
- Cobblestone Plaza
- Bridgewater at Viera
- Riviera Country Club

Hays Henderson combined his love for art with his career in Landscape Architecture. Hays has extensive experience in the following areas: creating innovative landscape and hardscape concept and design development plans; preparation of final construction documentation for residential and commercial builders and developers; developing project specific construction specifications and detailing of landscape and hardscape elements; review, advise and interpret landscape code requirements for municipal plans review and submittals. His experience with landscape and hardscape design has provided him a wide range of projects including large scale mixed use developments, residential planned unit developments, commercial retail centers, as well as streetscape and highway beautification for FDOT.

As a Project Manager, Hays has produced designs integrating vehicular use with a pedestrian promenade in a commercial setting; created streetscape planting design for Walt Disney resort developments, and provided design and construction administration services for FDOT bridge projects. With a strong design background and being well versed in the construction process, Hays offers creative design solutions from concept plan to final installation. His skill set brings value to clients, ultimately providing for a quality design delivered to the client on time and on budget.

Canyon District Park, Boynton Beach, FL

Project Manager
Date Started: 2017
Date Completed: Ongoing
Contact: Mark Beatty, 561-249-6371
E-mail: msb@architectureregreenllc.com

JMorton was hired to provide landscape architecture design and construction documents for a 53 acre regional park site. The project required site perimeter buffers to mitigate potential active use impacts from adjacent residential property owners, and for roadway frontage that channeled desirable views into the park. The park included a mix of active and passive recreation areas including sports fields and a fitness trail. Canopy trees and low shrubs were used around the active use fields to buffer park uses while providing for a visual connection within the park. The interior planting design incorporated both canopy and understory trees at varied growth stages to replicate a natural succession habitat. The fitness trail was designed with exercise stations and enough width to allow for a casual walking path as well as a pedestrian connection to the surrounding community. The concession area and parking lot landscape treatments were designed to address microclimate considerations and partially screen vehicles from interior park views. The lakes were incorporated into the park with littoral areas graded to provide the proper water levels necessary to support a broad mix of herbaceous and flowering wetland plants.

Cobblestone Plaza MUPD, Boynton Beach, FL

Project Manager
Date Started: 2015
Date Completed: Ongoing
Contact: Jeff Rose, 919-306-0544
E-mail: jrose@tracor.net

JMorton was hired to provide Landscape Architecture services for the proposed neighborhood shopping center landscape and hardscape elements. Design services included pedestrian promenade landscape construction plans linking commercial uses within the site which incorporates landscape elements such as planter islands and vehicular landscape treatments, specialty pedestrian and vehicular paving, and pedestrian plazas with seating areas and project icon tower to enhance the user's spatial enjoyment of the retail experience. The project included a significant fountain feature for which design and construction coordination were included with a raised main pool containing lighted geyser jets and weir spillway into flanking side basins at ground level.

Bridgewater at Viera, Viera, FL

Project Manager
Date Started: 2014
Date Completed: Ongoing
Contact: Alex de Chabert, 321-806-9467
E-mail: Alex.DeChabert@lennar.com

JMorton was hired to create conceptual design through construction documentation for the pool deck, walkways and central plaza courtyard to provide connectivity between uses comprised of a residential amenity pool, restaurant and cafe, theater, gym and spa, art studio, and tennis and bocce courts. Landscape and hardscape elements include specialty pedestrian and vehicular paving, pool and plaza planter islands, landscape lighting and buffer planting between active and passive uses. The central plaza is designed as a processional way connecting the program elements and terminates at the palm court, which services the restaurant and indirectly links to the main pool.

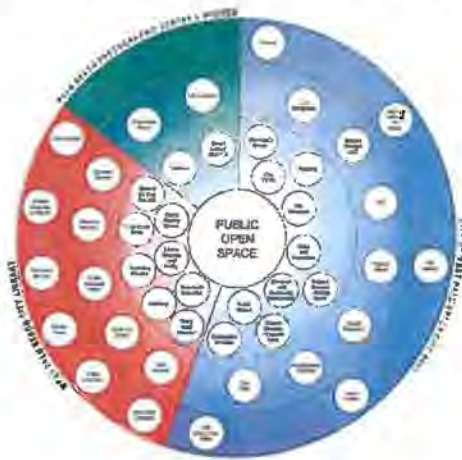
Riviera Country Club, Coral Gables, FL

Project Manager
Date Started: 2014
Date Completed: Ongoing
Contact: Mark Snure, 305-661-2497
E-mail: msnure@rivracc.org

Riviera Country Club retained JMorton for Planning and Landscape Architecture services for the renovation of the pool and vehicular entry area hardscape elements for the clubhouse redesign. While retaining the active and lap pool shells, the new pool deck design utilizes the interplay between hardscaping and field to incorporate and contrast the pool slide, zero grade interactive play fountain and trellis shade features while allowing for additional at grade planters and enhanced pool deck perimeter buffer planting. The vehicular entry sense of place was strengthened by adding pavers to the public roadway, reinforcing the pedestrian access locations and the site's connection to adjacent parking.

PROJECT DELIVERY PLAN

Programming - What are the building needs?...



Indian River County Administration Complex
Series II - Programming Chart / Submittal Diagram
OWNERS REVIEW August 6, 2019

13. The Collection

Item	Quantity	Unit	Price	Total	Notes
1.0000	1	sq ft	1.00	1.00	...
2.0000	1	sq ft	2.00	2.00	...
3.0000	1	sq ft	3.00	3.00	...
4.0000	1	sq ft	4.00	4.00	...
5.0000	1	sq ft	5.00	5.00	...
6.0000	1	sq ft	6.00	6.00	...
7.0000	1	sq ft	7.00	7.00	...
8.0000	1	sq ft	8.00	8.00	...
9.0000	1	sq ft	9.00	9.00	...
10.0000	1	sq ft	10.00	10.00	...
11.0000	1	sq ft	11.00	11.00	...
12.0000	1	sq ft	12.00	12.00	...
13.0000	1	sq ft	13.00	13.00	...
14.0000	1	sq ft	14.00	14.00	...
15.0000	1	sq ft	15.00	15.00	...
16.0000	1	sq ft	16.00	16.00	...
17.0000	1	sq ft	17.00	17.00	...
18.0000	1	sq ft	18.00	18.00	...
19.0000	1	sq ft	19.00	19.00	...
20.0000	1	sq ft	20.00	20.00	...
21.0000	1	sq ft	21.00	21.00	...
22.0000	1	sq ft	22.00	22.00	...
23.0000	1	sq ft	23.00	23.00	...
24.0000	1	sq ft	24.00	24.00	...
25.0000	1	sq ft	25.00	25.00	...
26.0000	1	sq ft	26.00	26.00	...
27.0000	1	sq ft	27.00	27.00	...
28.0000	1	sq ft	28.00	28.00	...
29.0000	1	sq ft	29.00	29.00	...
30.0000	1	sq ft	30.00	30.00	...
31.0000	1	sq ft	31.00	31.00	...
32.0000	1	sq ft	32.00	32.00	...
33.0000	1	sq ft	33.00	33.00	...
34.0000	1	sq ft	34.00	34.00	...
35.0000	1	sq ft	35.00	35.00	...
36.0000	1	sq ft	36.00	36.00	...
37.0000	1	sq ft	37.00	37.00	...
38.0000	1	sq ft	38.00	38.00	...
39.0000	1	sq ft	39.00	39.00	...
40.0000	1	sq ft	40.00	40.00	...
41.0000	1	sq ft	41.00	41.00	...
42.0000	1	sq ft	42.00	42.00	...
43.0000	1	sq ft	43.00	43.00	...
44.0000	1	sq ft	44.00	44.00	...
45.0000	1	sq ft	45.00	45.00	...
46.0000	1	sq ft	46.00	46.00	...
47.0000	1	sq ft	47.00	47.00	...
48.0000	1	sq ft	48.00	48.00	...
49.0000	1	sq ft	49.00	49.00	...
50.0000	1	sq ft	50.00	50.00	...
51.0000	1	sq ft	51.00	51.00	...
52.0000	1	sq ft	52.00	52.00	...
53.0000	1	sq ft	53.00	53.00	...
54.0000	1	sq ft	54.00	54.00	...
55.0000	1	sq ft	55.00	55.00	...
56.0000	1	sq ft	56.00	56.00	...
57.0000	1	sq ft	57.00	57.00	...
58.0000	1	sq ft	58.00	58.00	...
59.0000	1	sq ft	59.00	59.00	...
60.0000	1	sq ft	60.00	60.00	...
61.0000	1	sq ft	61.00	61.00	...
62.0000	1	sq ft	62.00	62.00	...
63.0000	1	sq ft	63.00	63.00	...
64.0000	1	sq ft	64.00	64.00	...
65.0000	1	sq ft	65.00	65.00	...
66.0000	1	sq ft	66.00	66.00	...
67.0000	1	sq ft	67.00	67.00	...
68.0000	1	sq ft	68.00	68.00	...
69.0000	1	sq ft	69.00	69.00	...
70.0000	1	sq ft	70.00	70.00	...
71.0000	1	sq ft	71.00	71.00	...
72.0000	1	sq ft	72.00	72.00	...
73.0000	1	sq ft	73.00	73.00	...
74.0000	1	sq ft	74.00	74.00	...
75.0000	1	sq ft	75.00	75.00	...
76.0000	1	sq ft	76.00	76.00	...
77.0000	1	sq ft	77.00	77.00	...
78.0000	1	sq ft	78.00	78.00	...
79.0000	1	sq ft	79.00	79.00	...
80.0000	1	sq ft	80.00	80.00	...
81.0000	1	sq ft	81.00	81.00	...
82.0000	1	sq ft	82.00	82.00	...
83.0000	1	sq ft	83.00	83.00	...
84.0000	1	sq ft	84.00	84.00	...
85.0000	1	sq ft	85.00	85.00	...
86.0000	1	sq ft	86.00	86.00	...
87.0000	1	sq ft	87.00	87.00	...
88.0000	1	sq ft	88.00	88.00	...
89.0000	1	sq ft	89.00	89.00	...
90.0000	1	sq ft	90.00	90.00	...
91.0000	1	sq ft	91.00	91.00	...
92.0000	1	sq ft	92.00	92.00	...
93.0000	1	sq ft	93.00	93.00	...
94.0000	1	sq ft	94.00	94.00	...
95.0000	1	sq ft	95.00	95.00	...
96.0000	1	sq ft	96.00	96.00	...
97.0000	1	sq ft	97.00	97.00	...
98.0000	1	sq ft	98.00	98.00	...
99.0000	1	sq ft	99.00	99.00	...
100.0000	1	sq ft	100.00	100.00	...

Phase IA: The Programming Process...

Architectural design requires the collaboration of specialists in order bring together a complex array of different parts to form a unified, interdependent composition – the building design. The process of design involves the understanding of a functional problem which requires a physical solution. One of the chief roles of the architect is to orchestrate the team of specialists and to create a design concept from which all the separate skills of the contributors are effectively applied and address the design problem fully and correctly.

Architectural programming is the critical foundation and first step of the design effort; it is the process of identifying and systematically organizing the functional, architectural, structural, mechanical, aesthetic, and budget criteria that guide decision making. **Programming does not attempt a design**, or anticipate a design solution, as this will likely compromise the program or create bias. The programming process seeks to make clear the uniqueness of a particular problem. A functional building requires skillful design which must have sensible programming at its foundation.

Programming is generally performed in 3 Phases:

1. Stating the broad objectives.
2. Describing the functional requirements by size and relationships to other parts.
3. Noting detailed requirements

Our effective format for organizing programmatic information:

1. Function – What are the objectives and needs?
2. Form – What are the site, environmental and spatial aspects?
3. Economy – What are the considerations for construction budget and operating costs?
4. Time – Consideration for design schedules, construction and occupancy
5. Program Statement – A concise summary of the problem that needs to be addressed in design.

Effective programming requires facts, exercise of reason and objectivity. The value of having Song + Associates as your architect is the depth of our experience in municipal government programming. This experience is local to South Florida, recent and ongoing, as well as comprehensive including all types of space and functions of municipal government, public safety, and community space.

Our process will clarify the Village's intentions and needs of the end users before design occurs. We will also provide comparative data with other local municipalities to benchmark the final program document appropriate to your population. In this way the document will validate the project budget and serve as a tool for Village officials and public buy-in.

The resulting report will be a clear definition and expression of the Village's needs, goals and vision for the future.

DESIGN PROCESS



MILESTONE
PRESENTATION

Phase IB: Conceptual Design

The program document will be used as a basis for development of the conceptual design. All individual aspects of the projects will be addressed, including meeting space, recreational amenities, cultural opportunities and public art, connection and hierarchy between uses, governmental function and space planning, architectural character and form, pedestrian pathways and open space, vehicular traffic and parking, security and safety, and environmental sustainability.

The conceptual design will be presented to the Village. Once approved, the team will begin the Schematic Design Phase



Phase II: Schematic Design

Schematic design is the phase in which the data collection and graphic illustration of phase I are translated into the definition of three-dimensional space. During this phase the budget is examined for cost savings opportunities. Our knowledge of the construction marketplace and sensitivity to our client's needs are taken into account when developing value engineering ideas. Some examples of V.E. studies appropriate to your projects are:

- Evaluation of various HVAC systems relative to low energy usage and maintenance considerations.
- Comparison of exterior facing materials from the standpoint of initial cost, ease of erection, thru-wall heat loss, appearance and life-cycle maintenance cost.
- Structural system analysis considering cost-per-square-foot and schedule impact

The design should be taken through Schematic Design before proceeding with the preliminary civil engineering, site and building detail necessary to begin the site approvals process.



Phase III: Site Design and Approvals

Based on our research relative to these projects as well as our past experience with these building types, our team has a thorough understanding of the potential zoning requirements and infrastructure needs of the campus. This potentially includes the following services and approvals:

- Surveying and Sub-surface Utility Exploration
- Rezoning, Plat Determination and/or Re-platting
- Planning & Zoning Board and City Commission Approval
- Florida Department of Environmental Protection - NPDES Approval
- Parking Studies and Traffic Analysis
- Palm Beach County Traffic Engineering Review
- Palm Beach County Development + Environmental Regulation Division
- Palm Beach County Health Department
- Surface Water Management Permitting
- Village Engineering Review



MILESTONE
PRESENTATION

DESIGN + DOCUMENTATION

**Phase IV: Design Development**

In this next phase, the broad approach of the schematic design is replaced with a finer one, with emphasis on resolving potential design conflicts, completing exterior views of the buildings and exploring technical issues inherent in the design. Design Development services for this project will include:

- Building technology requirements such as audio/visual, sound and lighting systems, telephone and I.T. systems.
- Studies of acoustical control throughout all building spaces.
- Landscape design development
- Way-finding design including site and interior signage.
- Further detailed cost analysis and project development scheduling.
- Furniture, fixtures, and finishes selection



MILESTONE
PRESENTATION

**Interior Design**

The two disciplines of architecture and interior design are blended and integrated to enhance each project. We will work with your staff and end users to guide them through selections, evaluation of vendors and development of RFQ's for bidding process. Our services provide a turn-key approach that ensures quality, durability, and cost efficiency for a signature design.

**Phase V: Construction Documents**

Our primary concern in this phase will be for the delineation of all architectural and engineering systems to ensure that your project goals are met, code compliance is achieved, and sound construction techniques are communicated effectively. Our team will assist in obtaining approval from all appropriate government review authorities and making presentations to community organizations if desired.

Budget Analysis and Bidding

Our team will work closely with the CM to assist you in identifying prospective bidders and pre-qualify them for suitability to the project. Our knowledge of the construction industry market, trends and traditions provides the basis for accurate analysis and bid comparison to achieve the most advantageous combination of quality and cost.



MILESTONE
PRESENTATION

CONSTRUCTION + OCCUPANCY

Phase VI: Construction Administration

The combined experience of our staff represents decades of experience in construction administration. We utilize cutting-edge technology combined with proven management practices and office systems to provide the highest attention to quality control. We anticipate and resolve conflicts before they become insurmountable impacts to cost and time.

Our construction administration team is expertly lead by Leila Rouady. Leila holds the unique distinction of being a Registered Architect and a Certified General Contractor. These credentials combined with an MBA degree make her the ideal steward of your project's quality control, schedule and budget tracking. Through more than a decade on the Song + Associates team she has managed significant public building construction including, most recently, the City of Coral Springs City Hall, the distribution control center and EOC for Florida Power and Light, and the Wellington Community Center.

Among our CA services are:

- Sales Tax Recovery Program
- W/MBE and SBE participation and documentation.
- Testing, inspection, and agency review coordination
- Project schedule monitoring



Phase VII: Post Construction and Occupancy

Although not commonly practiced by most firms, we believe that providing a post-occupancy evaluation is vital for the long term success of your new facility. This practice is part of our commitment to achieving excellence through a superior understanding of how a design functions long-term. We will ensure that you are furnished with the necessary record documents, warranties, and maintenance / operation program manuals. The Post Occupancy Evaluation Report is provided 12 months after occupancy and includes:

- Distribution and compilation of post-occupancy questionnaires
- Interviews with administrators and staff
- Detailed review of assemblies, material performance and systems
- Warranty Review

From the project kick-off meeting... to the ground-breaking through the ribbon cutting... and long into the building's future, the Song + Associates Design Team will support and partner with the Village of Palm Springs.

The time is now! Our team is ready!



COMMUNICATION PLAN

Team work is the key to a successful project and we consider you and your stakeholders a critical part of that team. We have been proponents of "Total Team Collaboration" (TTC) to the furthest extent possible to help us find resolution to challenges that do, and will, arise throughout the course of a project. When issues are raised that affected the design or construction, every key person from the design team, including our engineers and representatives from the Owner, are brought together in a room with the general contractor and every subcontractor that would have with the issue. Topics are thoroughly analyzed and solutions, beyond what could have been achieved by the architect and GC alone, are brought to the table. The best solution is agreed to and plans are marked up on the spot for all parties to take with them for immediate implementation if appropriate. Direction is clear to each participant and it is then just a matter to formally revise the plans.

We rely on this proven system to effectively manage our projects from conception to occupancy. A project such as this has many stakeholders and contributors that must be included to achieve the goals. The project manager becomes the central point of contact and 'clearing house' for all information that flows between the design team members, the Village's staff, and the stakeholders. While we welcome your full involvement in the day to day project decisions, we understand and respect your busy schedule and primary responsibilities and will work with you to develop a project Communication and Process Plan that is tailored to your desired level of involvement.

Project management starts with identifying and organizing the project goals that must be achieved throughout the various project phases to make the project successful. At the start of each project our designated PM will begin defining:

1. Owner/project objectives
2. The project team as it relates to the key staff representing the Owner and any owner consultants.
3. A schedule to meet the objectives and identify the deliverables required to satisfy these requirements.
4. A quality control plan to ensure work is coordinated and relevant to the goals. The quality control plan would also evaluate work to any procedures or standards that are applicable.

The key to project management includes creating clear and attainable project objectives, building the project requirements, and managing the triple constraint for projects, which are **cost, time, and quality**. This is accomplished through a series of tools:

1. Regular team coordination meetings to identify project challenges, present propose solutions and track progress of the issues resolved and those that remain.
2. Task lists that are distributed to all participants since some challenges do require research beyond what is available at table discussions.
3. A schedule with critical milestones to assist the team in foreseeing interdependent decisions.
4. A list of deliverables identifying the expectations from the team, including the Owner.

A project manager is often the client representative and has to determine and implement the exact needs of the client, based on knowledge of the entity they are representing. The ability to adapt to the various internal procedures of the contracting party, and to form close links with the nominated representatives, is essential in ensuring that the key issues of cost, time, quality and above all, client satisfaction, can be realized.

SCHEDULE | ESTABLISHING A ROAD MAP TO SUCCESS

What sets Song + Associates apart in our approach to schedule?

We are practical and accept the fact that all projects have unforeseen conditions and influential factors that will affect schedule.

Scheduling has been approached similarly for a number of decades by identifying key milestones and assigning reasonable timelines to achieve objectives. The process works and will likely continue to remain unchanged long into the future. Occasionally there are contingencies built in to compensate for the discovery of such items but we have been successful in finding alternates to keep progress going by avoiding added time to a schedule. All too often project schedules are being reduced to the point where contingencies are no longer possible and it has forced us to find other means to reach the same end result.

We have been proponents of "Total Team Collaboration" to the furthest extent possible to help us find resolution to challenges that do, and will, arise throughout the course of a project. TTC is a principal we applied to our West Palm Beach City Center project and found much success with its use. When issues were raised that affected the design or construction, every key person from the design team, including our engineers and representatives from the Owner, were paired up in a room with the general contractor and any subcontractor that would have even the least bit of involvement with the issue. Topics were thoroughly analyzed and solutions beyond what could have been achieved between the architect and GC alone were typically brought to the table. The best solution was agreed to and plans were marked up with the final conclusion for all parties to take with them. Direction was clear to each participant and it was then just a matter to formally revise the plans.

An additional benefit to TCC was that the trades were better able to help guide the design professionals and the GC with work that could be completed ahead of time to maintain progress in the field so the overall schedule was not negatively impacted.

COST CONTROL

Song + Associates' Design Team is well organized to deliver high quality finished products on time and within budget. We strive to provide seamless service from award to warranty. We ask questions early, proactively manage development and engage and manage open communication with the owner, end users, the community and all involved within the project.

We engage in the practice of "value engineering", but not with mere cost cutting. Our understanding of value is far more sophisticated. We identify opportunities to remove unnecessary costs while assuring that the quality, reliability, performance, and other critical factors meet the owner's expectations. This "value enhancement" is particularly important to carry out after the conceptual design phase, prior to the detailed design, but is continued throughout the design process. We pursue the best value. We take into the consideration; versatility, expandability, functionality and life cycle.

Design reviews and in-house cost estimating reviews begin immediately at the conceptual design phase and occur again at the completion of the design development phase and the construction document phase. Estimates are performed at:

- Completion of the Advanced Schematic Design Phase
- Completion of 50% Construction Documents
- Completion of 95% Construction Documents

The owner is included in all design reviews and a consensus is formed in order to satisfy the approved project program, budget and schedule. The schedule has built in time to provide all members of the team adequate time to respond with comprehensive and correct information.

We work with the Contractor to review material selections and construction alternatives. The process allows for the implementation of alternative types of construction and materials in order to achieve the desired and essential function of the owner's program at the lowest life cycle cost consistent with required and necessary performance, reliability, quality and safety without affecting aesthetics, environment or function.

Our balanced cost-conscious approach to our projects does not end with the ribbon-cutting but continues into the building's life cycle. Our services include follow up at the first year, fifth year and beyond revisiting the project to study its performance and seek improvement as technologies advance and needs change.



SWA Visitor's Center



Riviera Beach Marina Village



West Palm Beach City Center

INNOVATIVE APPROACHES | LEADERS IN LEED

Sustainability is a goal of Song + Associates, Inc. for all of our clients' projects. Maximizing our climate to gain solar and wind power, selecting green materials and finishes that are good for our planet, and promoting efficiency of building systems and lighting controls that will safeguard the health and welfare of the building's occupants is paramount to our design mission. While cost is still a factor for many clients who desire a LEED certified building, "Green" is our constant goal. Some of our completed "green certified" projects include:

- Everglades Elementary School (SDPBC) – LEED v2.2 Gold Certified
- FAU Harbor Branch LINK Building- LEED v2.2 Silver
- Corporate Auditorium – LEED v3 Silver
- PBSC Bachelor's Program Building – LEED v3 Silver
- SWA Visitor's Center – LEED v3 Platinum
- Rosenwald Elementary School (SDPBC) – LEED v3 Silver
- Riviera Beach Marina Event Center- LEED Silver Certified
- Evernia Assisted Living Center – Florida Green Building Council Certification

The following projects were designed and constructed to achieve certification, however the owners decided not to pursue the process for cost reasons:

- Azalea Park Elementary School (OCPS) – High Performance design
- Beacon Cove Elementary School (SDPBC)– High Performance design
- City Center West Palm Beach – High Performance design
- Cooper City High School (SBBC) – High Performance design
- Discovery Elementary School (SBBC)– High Performance design
- Eldridge Gale Elementary School (SBBC) – High Performance design
- Equestrian Trails Elementary School (SDPBC) – High Performance design
- Green Cay Wetlands and Nature Center – High Performance design
- Heron Heights Elementary School (SBBC)– High Performance design
- South Florida Science Museum Addition – High Performance design

QUALITY ASSURANCE + QUALITY CONTROL

Teamwork is key to a successful project. Quality begins with the Team. Only qualified personnel are specifically selected for the project based on its special and particular technical needs. A design team kick-off meeting is held to provide a uniform multi-discipline understanding of the project's scope, schedule, budget, and owner's needs & expectations. Schedules are carefully developed to ensure a well-coordinated and an agreed upon project delivery schedule. The schedule includes time for multi-discipline cross checks well ahead of the deliverable dates in order to submit well-coordinated documents.

Drawings are carefully and meticulously reviewed at various stages of design for Code compliance, ADA requirements, functionality, systems coordination, materials, etc. Prevention Checklists are completed by each discipline prior to plan submission. All items must be addressed prior to the cross-discipline reviews. Plans are reviewed periodically by our in-house Construction Administration team to add yet another layer to the already thorough review process and lends project depth and knowledge when construction commences.

Our Construction Administration team is lead by Leila Rouady. Leila is a Registered Architect and a Certified General Contractor. These distinctions along with a Masters degree in Business Administration, make her an invaluable asset to the team.

In our 30 years of successfully managing projects through the contract administration phase, we have developed multiple, real-time, software sources to track all data, decisions, and cost or value engineering activities. As important, is our project management single-point control for all communication with a project-dedicated construction administrator assigned throughout the project. The determination of a single-point of contact permits expedited response times. We pride ourselves in providing RFI responses within 3 days, but usually within one, in lieu of the contracted 7 days and submittal reviews within 5 days in lieu of the contractual 14 days.



EXHIBIT D – PROJECT SPECIFIC REFERENCE FORM

Company under

Review: Song + Associates, Inc.RFQ Number & Title: 2019R-002Architectural and Engineering Design
ServicesReference: Town of Jupiter Water Utilities
(Name of Company giving Reference)Name/Title: David Brown, Director of Water Utilities
(Name and Title of person giving Reference)Telephone: (561) 746-5134Project: Town of Jupiter Nanofiltration Plant
(Project for which references are being provided)

Fax: _____

Project Manager:

Lead Professional: Young Song

Other Key Project Personnel: _____

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

18,000 SF new addition and remodeling of 1,600 SF of the Town of Jupiter Nanofiltration Plant.

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	Dedicated to delivery of an outstanding project
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	Very responsive Highly creative
3.	Rate how well the firm listened and understood the project specific needs of your organization.	5	Focused on needs of customer
4.	Rate how well the firm met the major schedule milestones for the project.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.	4	Minimal design items which did not result in contract mods.
6.	Rate the overall quality of the work.	5	

7.	Rate the technical competence of the firm and its consultants.	5	Impressive, staff that produces high quality work product
8.	Rate the integrity and professionalism of the firm.	5	Well respected firm
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes ☒ No ☐		Presently provide continuing services

Rating:

1=Poor 2=Fair

3=Average

4=Good

5=Excellent


Signature5/7/19
Date

EXHIBIT D – PROJECT SPECIFIC REFERENCE FORM**Company under**Review: Song + Associates, Inc.RFQ Number & Title: 2019R-002Architectural and Engineering Design
ServicesReference: PBC Tax Collector
(Name of Company giving Reference)Name/Title: Anne Gannon, Tax Collector
(Name and Title of person giving Reference)Telephone: (561) 355-4271Project: PBC Tax Collector Office + Service Center
(Project for which references are being provided)Fax: (561) 355-4123Project Manager: Leila RouadyLead Professional: Leila RouadyOther Key Project Personnel: Young Song, Youn Lee, Jill Lanigan, Rob Castrovinci, Perry Douglass, Kathy Swanson

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

A 37,000 GSF facility to replace the existing Lake Worth and Lantana locations, while including the Department of Motor
Vehicles.

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

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

Rating:

1=Poor 2=Fair

3=Average

4=Good

5=Excellent


Signature

5-10-19
Date

EXHIBIT D – PROJECT SPECIFIC REFERENCE FORM**Company under**Review: Song + Associates, Inc.**RFQ Number & Title: 2019R-002**Architectural and Engineering Design
ServicesReference: Riviera Beach CRA
(Name of Company giving Reference)Name/Title: Tony Brown, Former CRA Director
(Name and Title of person giving Reference)Telephone: (904) 407-3591Project: Marina Event Center
(Project for which references are being provided)Fax: (904) 483-2131Project Manager: Rob CastrovinciLead Professional: Rob CastrovinciOther Key Project Personnel: Young Song, Youn Lee, Jill Lanigan, Mark Clary, Leila Rouady

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

Mixed use Marina Event Center that includes meeting rooms, restaurant space, banquet hall, and a rooftop veranda and patio.

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	The Song team was outstanding. They have the depth of experience and capacity to conceptualize, design, provide details on construction documents; and they provided great interior design ideas. They are a fully competent and technically resourceful company.
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	See response to Q. 3 below
3.	Rate how well the firm listened and understood the project specific needs of your organization.	5	Song is a great partner in conceptualizing a site and providing information to help budget costs and visualize a project's potential. The Song team provided a wealth of talented individuals with excellent technical skills that work well together and were responsive to our needs. They listened to our objectives and showed great respect to our budget limitations.
4.	Rate how well the firm met the major schedule milestones for the project.	5	The number and amount of change orders were typical for a project of this size. Song worked collaboratively with the construction manager and engineer to resolve problems as they occurred. They were very responsive and explained any potential problems. Some changes were initiated by owner and they acted cooperatively.
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.	4	
6.	Rate the overall quality of the work.	5	

7.	Rate the technical competence of the firm and its consultants.	5	See response to Q. 1 & Q.3
8.	Rate the integrity and professionalism of the firm.	5	The interaction with every member of the Song team was highly professional. There are no surprises. The firm acts with high integrity.
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes ☒ No ☐		

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

Tony T. Brown

05/10/2019

Signature

Date







State of Florida Department of State

I certify from the records of this office that OCT ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on April 20, 2004.

The document number of this corporation is P04000066436.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 17, 2019, and that its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2019



A. L. Smith
Secretary of State

Tracking Number: 7521875662CC

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

<https://services.enbba.org/Files/CertificateOfStatus/CertificateAuthentication>



The Association of Energy Engineers
certifies that

Jason L. Smith

has completed the prescribed standards for certification,
has demonstrated a high level of competence and ethical fitness
for energy management, and is hereby granted the title of

CERTIFIED ENERGY MANAGER®

January 1, 2019 to December 31, 2021
CEM
1975



Jason L. Smith
Candidate

Helen Johnson
Chief Executive Officer



Building Industry Consulting Service International
FOR PROFESSIONAL DESIGNATION AS
**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Byron J Blair

In recognition of having successfully completed BCD® registration and maintenance requirements.

Registration Number: 20000000
Registration Date: 01/01/2019
Registration End Date: 12/31/2021

Byron J Blair
Candidate



John J. Blair
President of BICSI



State of Florida Department of State

I certify from the records of this office that ENGENUITY GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on January 7, 1980.

The document number of this corporation is 650317.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 17, 2019, and that its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2019



A. J. F.
Secretary of State

Tracking Number: 977159647000

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

<https://services.dos.state.fl.us/Certification/Certification.aspx?CertificationNumber=977159647000>



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Bureau of Professional Surveys and Mapping
2000 Apalachee Parkway Tallahassee, Florida 32309-4200

License No.: LB5663
Expiration Date: February 28, 2021

Professional Surveyor and Mapper Business License Under the provisions of Chapter 472, Florida Statutes

ENGENUITY GROUP INC.
1200 N CONGRESS AVE STE 101
WEST PALM BEACH, FL 33409-4077

Nicole Fried
NICOLE "TRICKY" FRIED
COMMISSIONER OF AGRICULTURE

This seal remains valid as long as the licensee complies with all rules and regulations of the Department of Agriculture and Consumer Services, Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Bureau of Professional Surveys and Mapping
2000 Apalachee Parkway Tallahassee, Florida 32309-4200

License No.: LB5667
Expiration Date: February 28, 2021

Professional Surveyor and Mapper License Under the provisions of Chapter 472, Florida Statutes

CHRISTOPHER C MALIN
1345 S.E. CAUNTON WAY
WEST PALM BEACH, FL 33411-4200

Nicole Fried
NICOLE "TRICKY" FRIED
COMMISSIONER OF AGRICULTURE

This seal remains valid as long as the licensee complies with all rules and regulations of the Department of Agriculture and Consumer Services, Chapter 472, Florida Statutes.



Ron DeSantis, Governor

Haley Burdick, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS WHICH IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ENGENUITY GROUP, INC.
1200 N CONGRESS AVENUE
SUITE 101
WEST PALM BEACH, FL 33409-4077

LICENSE NUMBER: CA2099
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Haley Burdick, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEERING WHICH IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

EDITH J. L. L.
1200 N CONGRESS AVENUE
SUITE 101
WEST PALM BEACH, FL 33409-4077

LICENSE NUMBER: BE49257
EXPIRATION DATE: FEBRUARY 28, 2021
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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Bureau of Professional Surveys and Mapping
2000 Apalachee Parkway Tallahassee, Florida 32309-4200

License No.: LB4938
Expiration Date: February 28, 2021

Professional Surveyor and Mapper License Under the provisions of Chapter 472, Florida Statutes

CHRISTOPHER ANDREW RAYMAN
8764 SE FAIRWINDS WAY
JUNK SOFT, FL 33411

Nicole Fried
NICOLE "TRICKY" FRIED
COMMISSIONER OF AGRICULTURE

This seal remains valid as long as the licensee complies with all rules and regulations of the Department of Agriculture and Consumer Services, Chapter 472, Florida Statutes.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LC20000598

The LANDSCAPE ARCHITECT BUSINESS
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019

JMORTON PLANNING & LANDSCAPE ARCHITECTURE, INC.
3910 RCA BOULEVARD
SUITE 1015
PALM BEACH GARDENS FL 33410



ISSUED: 09/24/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1108240002074

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LA0001666

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019

MORTON, JENNIFER LEE
3910 RCA BLVD.
SUITE 1015
PALM BEACH GARDENS FL 33410



ISSUED: 11/25/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1711280001583

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LA0087205

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019

HENDERSON, HAYS PRESTON
800 NW TREASURE RD.
STUART FL 34994



ISSUED: 09/26/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1709200001711

State of Florida Department of State

I certify from the records of this office that JMORTON PLANNING & LANDSCAPE ARCHITECTURE, INC. is a corporation organized under the laws of the State of Florida, filed on August 14, 2014.

The document number of this corporation is P14000068273.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 8, 2019, and that its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2019



Ken Diefen
Secretary of State

Tracking Number: 9486647945CC

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

<https://services.mvhs.org/VerifyCertificateOfStatusCertificateAuthentication>

State of Florida Department of State

I certify from the records of this office that SONG & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on July 10, 1998.

The document number of this corporation is P98000061362.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 1, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of April, 2019*



Randy R. Lee
Secretary of State

Tracking Number: 6311425386C2

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

<https://services.sosfla.org/Filings/CertificateOfStatus/CertificateAuthentication>

EXHIBIT E – CONFLICT OF INTEREST DISCLOSURE FORM

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

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

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

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

- X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Song + Associates, Inc.

Firm Name

J. J. Jay
Signature

Jill Lanigan, Principal, Corporate Secretary

Name and Title (Print or Type)

May 10, 2019

Date

EXHIBIT F – NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Qualifications on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Song + Associates, Inc.

Firm Name

Signature



Jill Lanigan, Principal, Corporate Secretary

Name and Title (Print or Type)

May 10, 2019

Date

EXHIBIT G – DRUG-FREE WORKPLACE

Song + Associates, Inc. is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Song + Associates, Inc.

Firm Name

Signature

Jill Lanigan, Principal, Corporate Secretary

Name and Title (Print or Type)

May 10, 2019

Date

EXHIBIT H – NON-COLLUSION AFFIDAVIT

STATE OF Florida
 COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Jill Lanigan, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is Principal, Corporate Secretary of Song + Associates, Inc., the Proposer that has submitted a Qualification to perform work for the following:

RFQ No.: 2019R-002 Title: Architectural and Engineering Design Services - Public Safety Building Expansion

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
 Signature

Subscribed and sworn to (or affirmed) before me this 10 day of MAY 2019, by Jill Lanigan, who is personally known to me or who has produced _____ as identification.

SEAL



Perry Douglass
 Commission # FF987812
 Expires: May 1, 2020
 Bonded thru Aaron Notary

Notary Signature [Signature]
 Notary Name: Perry Douglass
 Notary Public (State): FLORIDA
 My Commission No: FF987812
 Expires on: 5/1/2020

EXHIBIT I – TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

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

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

This document must be executed by a Corporate Officer.

Name: Jill Lanigan

Title: Principal, Corporate Secretary

Date: May 10, 2019

Signature: 

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.
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Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td colspan="2">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Song & Associates, Inc.</td> </tr> <tr> <td colspan="2">2 Business name/disregarded entity name, if different from above</td> </tr> <tr> <td style="width: 70%;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Notes: 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) ▶ _____ </td> <td style="width: 30%;"> 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.) </td> </tr> <tr> <td colspan="2">5 Address (number, street, and apt. or suite no.) See instructions. 1545 Centrepark Drive North</td> </tr> <tr> <td colspan="2">6 City, state, and ZIP code West Palm Beach, FL 33401</td> </tr> <tr> <td colspan="2">7 List account number(s) here (optional)</td> </tr> <tr> <td colspan="2">Requester's name and address (optional)</td> </tr> </table>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Song & Associates, Inc.		2 Business name/disregarded entity name, if different from above		3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Notes: 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. 1545 Centrepark Drive North		6 City, state, and ZIP code West Palm Beach, FL 33401		7 List account number(s) here (optional)		Requester's name and address (optional)	
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6 City, state, and ZIP code West Palm Beach, FL 33401															
7 List account number(s) here (optional)															
Requester's name and address (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									
[6]	[5]	[]	[0]	[8]	[4]	[8]	[8]	[5]	[9]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date ▶ 4/30/19
------------------	--	-----------------------

General Instructions

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

Futura 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.

AWARDS + HONORS

Song + Associates is proud of our long list of design awards and commendations received throughout our many years of service. Dynamic plans, technical innovations, sustainable initiatives, environmental context and urban connectivity, conceived by our talented design team, top the reasons for these varied honors.

From the American Institute of Architects Honor Awards to the Urban Land Institute and Florida League of Cities Design Distinctions, as well as the American School and University and Florida Educational Facilities Planners Architectural and Interiors Showcases, Song + Associates, Inc. has been selected for a wide array of achievements. Among those are:

Best Civic Architecture & Planning Firm- Florida, Build Magazine, 2018

Coral Springs Municipal Complex, South Florida Business Journal Structures Award Finalist, 2018

City Center, City Hall, Library and Parking Garage, West Palm Beach, over a dozen awards to date including
 International Downtown Association- Award of Distinction, 2009
 American City & County - Crown Community Award, 2009
 Urban Land Institute- Vision Award Finalist, 2010

Green Cay Wetlands and Nature Center, Boynton Beach, AIA award for environmental, sustainable and contextual sensitivity.

City of Port St. Lucie Civic Center, Southeast Construction Award of Excellence, 2009

Manatee Lagoon Eco Discovery Center, West Palm Beach
 ASID Design Award, 2016
 AIA Palm Beach Honor Award of Design Excellence, 2018

Palm Beach Tax Collector's Office + Service Center, Lake Worth, AIA Palm Beach Merit Award of Design Excellence, 2018

Marina Event Center, Riviera Beach, South Florida Business Journal, Best Civic/Public Project Finalist, 2016

Community Garden + Linear Health Trail, Riviera Beach, South Florida Business Journal, Community Impact Award Winner, 2016

More than 25 awards from the Florida Educational Facilities Planners Association for public school and university projects



Green Cay Wetlands and Nature Center



October 17, 2019

Chief Thomas A. Ceccarelli
Village of Palm Springs
Village Hall
230 Cypress Lane
Palm Springs FL 33461.

RE: Police Department Building Expansion & Renovation - Ref. RFQ. # 2019R-002
Professional Architectural & Engineering Services Proposal
Phase 1, Pre-Design Services

Dear Chief Ceccarelli:

Song + Associates, Inc. is honored to have been selected to provide architectural and engineering services for the proposed Public Safety Building Expansion and respectfully submit our proposal for full services broken down into two distinct phases; Phase 1 - Need Study and Concept Phase and Phase 2 - Final Design Documents and Construction Administration Phase.

I. PROJECT UNDERSTANDING

The Village of Palm Spring is proposing an addition to the existing Police Department Building totaling approximately 5,572 SF and the renovation and re-organization of the existing 18,900 SF building. When completed the Police Building will have approximately 24,472 SF of new and renovated spaces and related site improvements and parking. The base project scope will include the Police Department, Administration, Multi-purpose Training Room and Shared Areas. Site circulation and improved connectivity of the Police Building to the existing Village Hall and Public Library will be studied in order to enhance the visual character, safety and efficiencies of this entire Village Complex. We will work closely with the Village of Palm Springs to develop multiple options that will be tested for best value including cost in order to allow the Village to make a well-informed decision for the project direction. The final scope and professional fees for Phase 2 will be determined based on the results of the Phase 1 study.

PHASE 1- Scope of Services - The first phase of the project will include development of the space program and building needs analysis of the Police Building and associated site work including parking. Three conceptual options will be developed in order to further evaluate the program on the site defining the parameters of the project in order to provide sufficient information to test functional relationships, project cost, and understand the visual implications of the building on the context.

A. Organizational Needs Assessment/ Programming

The programming and concept development will be a total team effort with participation by representatives from the Village of Palm Springs, Police, and the design team members. We envision a series of meetings and interviews with key user groups. The process will include needs assessment of each of the departments and their functions through an interview process. The Design Team will facilitate visioning sessions with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives, and technological, economic, environmental, safety, and other relevant criteria.

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

A final space program report will define the project needs including size, adjacency, space standards, functional parameters and space utilization. The program will include the entire Police Department function.

Task A includes:

1. Research and investigation of the project requirements, current facility usage, and growth projections.
2. Meeting # 1 - Interview and visioning session with the program participants
3. Development of the space program report including functional parameters, space size charts and space diagrams for each area and function.
4. Meeting # 2 - Meeting with the program participants to review the functional space diagrams and program data for alignment with the program intent.
5. Provide the final space needs report.

B. Conceptual Design

After conclusion of Task A, the design team will explore and develop conceptual design options:

1. Evaluation of available site data including prior planning + zoning approvals and commitments, existing utilities, stormwater drainage infrastructure, environmental and other site conditions.
2. Existing site uses and functions and impact of additions.
3. Development of conceptual site massing diagrams to include vehicular and pedestrian access and circulation, parking, required setback, buffers, and easements, drainage and open space requirements. Relationship analysis of the intended connectivity of site elements including Village Hall and Library Building.
4. An order of magnitude cost opinion will be provided for each option for use in comparing the various design approaches. The cost will be based on industry standard square foot cost for the anticipated level of quality and including known site work requirements.
5. Workshop Design meeting will be held with the project team to explore and discuss the concept site diagrams and establish the desired aesthetics of the facility.

C. Presentation

We will present the selected conceptual design approach to the Village Council at a public meeting. This will include individual meetings with members of council in advance of the public meeting, if desired. Included in the fees outlined below, we will attend and present the design approach at two public meetings. If requested, additional presentations to council or to other community groups or agencies may be conducted at a lump sum fee of \$1,500.

Throughout Phase 2, progress meetings will be held with Village staff every two weeks and presentations will be given to Village Council at each project milestone.

III. FEES

Song + Associates will provide the services as described above for a fixed fee amount of Twenty-Nine Thousand Five Hundred Dollars (\$29,500) plus reimbursable expenses as further defined below:

PHASE. 1 – Need Study / Concept Phase		FEE	Proposed Duration
A.	Organizational Needs Assessment / Programming	\$ 14,000.00	2 weeks
B.	Conceptual Design Options	\$ 15,500.00	3 weeks
	Owner Review Period		2 weeks
C.	Pubic Presentations (beyond first two)	<u>\$ 1,500 each additional</u>	
	Subtotal:	\$ 32,500.00	7 weeks
	Reimbursable Expense Allowance (Not to Exceed)	<u>\$ 2,000.00</u>	
	Total:	\$ 34,500.00	

PHASE, 2 – Design/Documentation Phase		FEE	Proposed Duration
A.	Scope Confirmation / Fee Proposal		1 week
B.	Design Development 35% Documents	\$ TBD	6 weeks
	Owner Review Period		2 weeks
C.	75% Construction Documents	\$ TBD	4 weeks
	Owner Review Period		2 weeks
D.	100% Construction Documents	\$ TBD	4 weeks
	Owner Review Period		2 weeks
E.	A&E Final Set	\$ TBD	2 weeks
Design Phase Total		\$ TBD	30 weeks
F.	Permit, Bid, & Negotiations	\$ TBD	6 - 12 weeks
G.	Construction Administration (subject to phasing)	\$ TBD	10 – 12 months
	Occupancy, Punch List + Close Out	\$ TBD	8 weeks
	Cost of Testing, Surveying, Borings etc	\$ TBD	
	Reimbursable Expense Allowance (Not to Exceed)	\$ TBD	
	Cost Estimating	\$ TBD	
Total:		\$ TBD	18 – 22 months

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, supplemental renderings and 3D printing in addition to the base compensation.

V. TIME OF SERVICE

The above described scope is estimated to require 7 weeks for Phase 1 and 23 weeks for Phase. 2. Some tasks may overlap in time frame to expedite the work. The schedule is dependent on availability of the Village of Palm Spring's staff for meeting and review of submissions.as outlined above.

S+A will await a formal contract agreement and 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: Jorge Luaces, S+A; Robert Castrovinci, S+A; Jo Ann Brent, S+A

THE LAKE WORTH HERALD

Published Once a Week

Lake Worth, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

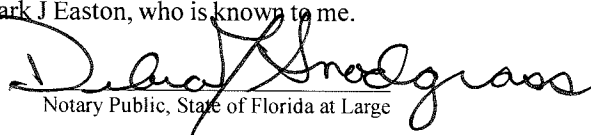
Village of Palm Springs Request for Qualifications
RFQ #2019R-002 (Agricultural and Engineering
Design Services)

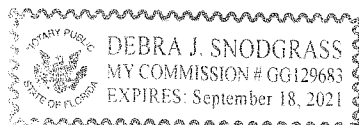
was published in said newspaper in the issue of
April 11, 2019

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 11th day
of April, 2019, by Mark J Easton, who is known to me.


Notary Public, State of Florida at Large



Legal Notice No. 35145

Village of Palm Springs
REQUEST FOR QUALIFICATIONS
RFQ #2019R-002

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

The Village of Palm Springs is seeking Qualifications from qualified firms to provide professional architectural and engineering design services related to the expansion of the Public Safety Building at the Village of Palm Springs to provide additional building space for the Village of Palm Springs Police Department.

Request for Qualification documents are available on the Demand Star website, www.demandstar.com, or by contacting the Village Clerk's office at (561) 945-4010.

Sealed Qualifications must be clearly marked "RFQ #2019R-002, Architectural and Engineering Design Services - Public Safety Building Expansion" and delivered to the Village Clerk at 236 Cypress Lane, Palm Springs, Florida 33461. The deadline for submission of Qualifications is Tuesday, May 14, 2019 at 4:00 p.m., EST. Late Qualifications will not be accepted and will be returned to the sender unopened.

After receiving all Qualifications, a public meeting will be scheduled for the Village's Selection Committee to convene in the Council Chambers at 236 Cypress Lane, Palm Springs, Florida, 33461 to review and discuss rankings of the respondents.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for qualifications documents. Any questions regarding the completeness or substance of the request for qualifications documents or the scope of services must be submitted in writing via email to Kimberly Wynn, Village Clerk, kawynn@psall.org.

The Village reserves the right to accept or reject any or all Qualifications, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

By: Kimberly Wynn, Village Clerk
Publish: *The Lake Worth Herald*
April 11, 2019



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE : June 30, 2022

VILLAGE RFQ. NO.: 2019R-002

WORK AUTHORIZATION NO. SA-PD01C FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 269 G/L CODE: 01229-56200

SONG & 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 August 26, 2021 between the Village of Palm Springs ("VILLAGE"), and Song + Associates, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

In accordance with the approved conceptual and advanced schematic design, the project will include a proposed 14,000 sf two-story addition on the north and a portion of the west sides of the existing Police Department building. Approximately 10,000 sf of the building will be remodeled to integrate with the new addition and to better support police functions. The remaining areas will receive minor renovation such as paint and minor repairs. When completed the Police Building will have approximately 28,000 SF of new and renovated space.

The related site improvements will include utility connections to the new addition areas, reconfiguring of parking and driveways, new site lighting as required, modifications to stormwater drainage, landscape, and irrigation design.

II. SCOPE OF SERVICES

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

TASK 1 – Design Development

Prepare design documents inclusive of drawings and outline specifications (table of contents) describing in general the construction work to be performed: materials, equipment, building systems, workmanship and finishes required for work to be done.

TASK 2 – Construction Documents

Upon the Owner's approval of the Design Development deliverable, prepare

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table A.

Table A
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 1: Design Development	56	56
Owner Review	7	63
Task 2A: 50% Construction Documents	42	105
Owner Review	7	112
Task 2B: 95% Construction Documents	42	154
Task 3: Permit/Bidding Assistance	60 - 90	244
Task 4: Construction Administration	TBD	

* The schedule is based upon conducting a review meeting within 7 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. Permit/bid phase is dependent on activities conducted by the Owner, the review authority and the Construction Manager and are estimated based on typical time frames.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a lump sum fee and allowances as outlined in Table B and further detailed in Attachment A.

Table B
Budget Summary

Description	Total
Basic Services (Architecture, MEP, Structural)	467,455.00
Required Extended Services	149,600.00
Signage	12,000.00
FFE Selection and Procurement Assistance (Allowance)	40,000.00
Record Documents	10,000.00
Reimbursable Expenses (Allowance)	10,000.00
TOTAL	689,055.00

VI. ASSUMPTIONS

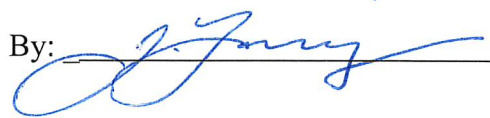
Please refer to Attachment A for clarifications and exclusions.

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 August 26, 2021 by and between the Village of Palm Springs ("VILLAGE") and Song + Associates, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

SONG + ASSOCIATES, INC.

VILLAGE OF PALM SPRINGS

By: 

By: _____

Print Name: Jill Lanigan

Title: Principal

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)



ATTACHMENT A

June 17, 2022

Revised June 30, 2022

Walt Sanchez
Public Service Project Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE:

Police Department Building Expansion & Renovation

Professional Architectural & Engineering Services Proposal

Phase 3, Design development, Construction Documents, Bidding and Permitting, and Construction Administration

Dear Mr. Sanchez:

Song + Associates has completed Phase 2 services including advanced conceptual design, schematic design, and Structural/MEP project narrative reports, 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 through construction documents, permitting, bidding, and construction administration.

I. PROJECT UNDERSTANDING

In accordance with the approved conceptual and advanced schematic design, the project will include a proposed 14,000 sf two-story addition on the north and a portion of the west sides of the existing Police Department building. Approximately 10,000 sf of the building will be remodeled to integrate with the new addition and to better support police functions. The remaining areas will receive minor renovation such as paint and minor repairs. When completed the Police Building will have approximately 28,000 SF of new and renovated space.

The related site improvements will include utility connections to the new addition areas, reconfiguring of parking and driveways, new site lighting as required, modifications to stormwater drainage, landscape, and irrigation design.

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

II. PHASE 3 – SCOPE OF SERVICES

A. OVERVIEW

1. Song + Associates and our consultants of Jezerinac Group (Structural), OCI Associates (MEP), Engenuity Group (Civil), and JMorton (Landscape & Irrigation),) will be providing Architectural (inclusive of basic interior design and finish selections), Engineering, and Planning Services for this project.
2. We will provide professional services necessary for the design phases consisting of Design Development, Construction Documents, Permitting, Bidding/ Negotiation Assistance, and Construction Administration.
3. Consideration has been made for the schematic design efforts provided in the previous project phases.

B. DESIGN DEVELOPMENT

- Prepare design documents inclusive of drawings and outline specifications (table of contents) describing in general the construction work to be performed: materials, equipment, building systems, workmanship and finishes required for work to be done.
- Coordinate submittals for agencies having jurisdiction.
- Coordinate and interface with other consulting disciplines of Mechanical, Electrical and Plumbing, Structural, Civil Engineering and Landscape Architecture.
- Coordinate with the Owner and the selected CM at Risk all requirements for the front end of the specifications pertaining to the conditions of the construction contract including phasing, general conditions, general requirements, schedule, milestones, etc.
- Continue discussions with the Building Department and Fire Marshal to receive their input regarding design and documentation prior to the formal permit review.
- Conduct periodic progress meetings with the Owner and Design Consultants.
- Provide a final coordinated set for Owner review.
- Obtain Site Plan approval necessary for the project scope.
- Upon receipt of written Owner comments, provide a matrix of comment responses.

C. CONSTRUCTION DOCUMENTS

- Upon the Owner's approval of the Design Development deliverable, prepare documentation inclusive of drawings and 3 part technical specifications describing in technical detail the construction work to be performed: materials, equipment, workmanship and finishes required for work to be done.
- Continue to Coordinate and interface with other consulting disciplines of Mechanical, Electrical and Plumbing, Structural, Civil engineering and Landscape Architecture to finalize the design.
- Perform final coordination with the Owner and the selected CM at Risk the final requirements for the front end of the specifications pertaining to the conditions of the

construction contract including phasing, general conditions, general requirements, schedule, milestones, etc.

- Continue discussions with the Building Department and Fire Marshal to receive their final input regarding design and documentation prior to official permit review.
- Conduct periodic progress meetings with the Owner and Design Consultants.
- Provide the final coordinated contract documents that will guide stakeholders in the project moving forward.

D. PERMIT, BIDDING AND NEGOTIATION ASSISTANCE

- Assist in the preparation of bid documents.
- Respond to Contractor/ Bidder questions and preconstruction RFI's.
- Issue revised documents required by Addenda items.
- Assist the Owner with review and evaluation of the bids and contractor qualifications when requested.
- Provide a conformed set of documents incorporating pertinent revisions including Building Department comments, addenda and responses to preconstruction RFI's.

E. CONSTRUCTION ADMINISTRATION

- Provide responses to Contractor construction RFI's
- Review and process shop drawings and product samples.
- Conduct periodic site observation visits to evaluate construction relative to the intent of the documents. Site Observations per contract with observation reports issued.
- Attend periodic OAC (Owner/ Architect/Contractor) meetings per contract.
- Review payment applications and certifications.
- Review all Construction Change Proposals and Change Orders for accuracy.
- Issue field bulletins when necessary.
- Issue Certificates for Substantial completion with punch list items and Final Pay Application Certificate.

II. FEES

Basic Services: include Architecture, Structural, Mechanical, and Electrical, Plumbing and Fire Protection services. These are as identified by the State of Florida Division of Management Services which is one of several tools used as a reference to help establish services and fees.

Extended Services: are those which are considered additional services according to the State of Florida DMS. Certain extended services are a requirement of the project in order to procure the necessary approvals and permits needed for construction. We have identified those that are required and those which are optional and at the discretion of the Owner on whether or not they are to be part of the design scope

Description of Extended Services in this proposal:

Civil Design

Develop paving, grading, drainage, water, sewer, underground utility drawings, details and specifications for submittal to the appropriate agencies for approval. Prepare applications and packages of various review agencies, track reviews, respond to review comments and procure required site /civil permits. Provide construction administration. Off-site utilities are not included in this fee proposal.

Landscape and Irrigation Design

Prepare landscape and irrigation construction plans for compliance with local code, assist with permitting and bidding and provide construction administration. Design site concepts, layouts, materials and details to include special features and hardscape.

Site Lighting Design

Produce site lighting design with photometric analysis for power and controls of selected site lighting. Site Power includes site amenities and site outlets.

Low Voltage Systems Design

Structured cabling and coordination of specialty systems for selected devices and locations which include the following:

- Low Voltage Access/ Security systems design inclusive of CCTV.
- IT systems engineering inclusive of audio-visual.

Building Commissioning

Building Commissioning through a 3rd party Commissioning Agent.

Fundamental Commissioning for HVAC, Lighting Controls, Plumbing Systems (Hot Water Heating)

Detailed Interior Signage Design

Detailed Interior signage scope would include full interior building signage design(s), numbering, specifications and logo branding in compliance with any Village standards for signage beyond the minimum code required.

Furniture Selection and Procurement

Select options of manufacturer products and develop specifications for the various types of furniture, fixtures and equipment (FFE). Procurement of furniture includes research of alternate vendors to obtain the best pricing, preparation of purchase orders for submission by the Owner, and Architect supervision of onsite installation to ensure design intent is met.

Record Documents

Provide electronic drawing files (PDF & CAD) and one (1) hardcopy set 24x36 which will reflect

contractor-provided redline changes to the permit documents during construction.

Sustainable Design

LEED certification or any other sustainable certification process is not included; however, Song + Associates and our consultants are committed to sustainable design which will include common “green” building practices. Sustainable design decisions will be tracked through the typical LEED checklist to record where “green” building design decisions have been implemented. During Construction Administration it will be through the honor system that these products are installed per typical sustainability requirements.

This proposed fee breakdown is as follows:

1. Basic Services

A. Basic Services for Architectural/ Structural / MEP. Based on a blended complexity of “Average” for the new construction and “Repairs and Renovations” for the remodel area on updated and current estimated \$6,570,000.00 construction cost (hard cost only) for the building.	\$ 467,455.00
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2. Required Extended Services

B. Civil Engineering (Off-site improvements are not included)	\$ 65,000.00
C. Landscape Architecture and Irrigation Design	\$ 33,600.00
D. Site Lighting Design	\$ 9,000.00
E. Low Voltage Systems Design	\$ 18,000.00
F. Building Commissioning	\$ 24,000.00
Subtotal (B)	\$ 149,600.00
Subtotal (A + B)	\$ 617,055.00

3. Optional Extended Services

G. Detailed Interior Signage and Select Exterior	\$ 12,000.00
H. Furniture Selection and Procurement Assistance with RFP and Preparing Purchase Order (10% of goods) ALLOWANCE	\$ 40,000.00
I. Record Documents	\$ 10,000.00
Subtotal (C)	\$ 62,000.00
Subtotal (A + B + C)	\$ 679,055.00

4. Reimbursable Expenses

J. Basic and Required Extended Services - Not to Exceed	\$ 10,000.00
Subtotal (D)	\$ 10,000.00
Grand Total (A + B + C + D)	\$ 689,055.00

IV. ADDITIONAL SERVICES

Additional services not included in this proposal as optional services identified under Extended Services but offered by this design team for Owner consideration include:

1. Geotechnical Exploration Services (Owner to Provide)
2. Off-site utility improvements
3. Detail Cost Estimates
4. Enhanced Commissioning
5. Detailed Renderings and Models of the progress during the documentation phases.

V. OWNER RESPONSIBILITIES

1. Pertinent information documents to include:
 - A. Geotechnical report with water percolation rates. The Architect will provide a boring location plan with information requirements to the Client.

VII. Reimbursable Expenses

Reimbursable expenses are included in the proposed fee and shall be in accordance with the terms and conditions of the Client Prime Agreement and shall not exceed the amount set forth above. 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.

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,



Robert Castrovinci, AIA, NCARB
Principal

cc: Jill Lanigan, S+A; File



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: Walter Sanchez
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)			17,158.46				\$ 17,158.46
Architectural Services	27,950.00	17,160.00	53,040.00				\$ 98,150.00
Engineering Services							\$ 0.00
Construction							\$ 0.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 27,950.00	\$ 17,160.00	\$ 70,198.46	\$ 0.00	\$ 0.00	\$ 0.00	\$ 115,308.46

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY							\$ 0.00
One Cent Sales Tax Funding	27,950.00	17,160.00	70,198.46				\$ 115,308.46
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	\$ 27,950.00	\$ 17,160.00	\$ 70,198.46	\$ 0.00	\$ 0.00	\$ 0.00	\$ 116,100.00

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	\$ 791.54

Thomas
Ceccarelli

Department Head

Digitally signed by Thomas
Ceccarelli
Date: 2022.04.11 16:12:23
-04'00'

Village Manager

Fiscal Impact Chart: PD Building Expansion (Task Order No. 269) – Work Authorization No. SA-PD01C - Professional Architectural and Engineering Services – Song & Associates, Inc

Allocated/Estimated Project Funding

FY2022 Approved Budget - General Fund \$1,529,662

Expected Project Costs

Expected Project Costs	Amount
FY 2021 Project Cost – Need Study/Concept	\$ 29,500
FY 2022 Project Cost – Design/Documentation	\$ 85,800
FY 2022-23 Project Cost – Design/Documents, Bidding and Permitting, and Construction Administration	\$679,055
TOTAL ESTIMATED PROJECT COSTS	\$794,355

Note: This project is expected to extend into the next fiscal year (and possibly additional fiscal years) and will be included within the proposed FY 2023 Budget - General Fund. As a result, some of the expenditures for this project have been funded within the FY2019, FY2020, FY2021 and the FY2022 Budget - General Fund.

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.



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Public Works

ITEM #8: Approve Library Metal Roof Replacement Project - Invitation to Bid (ITB No. 2022B-011) - Library Department (FY 2022 Budget Funded) - Pink Eagle Roofing, LLC.

SUMMARY: The Public Works Department has identified a need to replace the roofing at the Library as it has suffered some damage, paint peeling, and leaking has begun to occur. The proposed work includes replacing approximately 12,800 square feet (128 squares) of the existing sloped metal seam roof system and flat roof.

To ensure the lowest possible price, staff issued an Invitation to Bid (ITB) on May 25, 2022, to purchase metal roofing and installation services. The Village used a competitive selection process - Library Metal Roof Replacement Project (ITB No. 2022B-011 - May 25, 2022).

In response to the Village's ITB, nine (9) proposals were received.

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

The Village Attorney prepared the agreement, and the Public Works Director, Assistant Village Manager and Finance Director reviewed it.

<u>Vendor</u>	<u>Total Bid</u>
Pink Eagle Roofing, LLC	\$82,140.76
Jeffrey Thomas Murphy Builders-Roofing Contractors	\$100,730.00
Clyde Johnson Contracting & Roofing	\$158,150.00
A1 Property Services Group, Inc.	\$181,619.61
Roofing Painting by Hartzell	\$190,625.00
Fullcover Roofing System, Inc.	\$204,150.00
Lewis Walker Roofing, Inc.	\$204,980.00
Ameritech Roofing, Inc.	\$375,113.00
Atlas Apex Roofing, LLC	\$384,000.00

The Village would accept Pink Eagle Roofing LLC's terms, conditions, and pricing under the submitted ITB package and the proposed agreement. 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 has not worked with the proposed vendor before; however, the Village received positive references from the vendor's clients.

FISCAL IMPACT:

Funding to support the Library Metal Roof Replacement (Task Order No. 306) is available within the FY 2022 Budget - Library Building (\$100,000.00). 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:

1. Proposed Agreement - Pink Eagle - Library Metal Roof Replacement
2. ITB No. 2022B-011 - Bid Package- Library Replacement Roofing
3. Addendum No. 1
4. Addendum No. 2
5. Bid Submission - ITB No. 2022B-011 Pink Eagle Roofing , LLC
6. Bid Tabulation Sheet
7. Notice of Intent to Award Pink Eagle Roofing
8. CIP Form - FY2022-Library Metal Roof Replacement



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

AGREEMENT FOR SERVICES

ITB #2022B-011	TITLE: Library Metal Roof Replacement
CONTACT PERSON: Theresa L. Gonzalez	PHONE: (561) 584-8200 Ext. 8447
E-MAIL: procurement@vpsfl.org	

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between the Village of Palm Springs (referred to as Village) and Bidder.

1. CONE OF SILENCE

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 and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". 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.

2. ADDENDUM

The Village may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

3. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

4. CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

5. WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Bid opening date may withdraw a Bid. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.



6. CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7. PAYMENT TERMS

It is the policy of the Village of Palm Springs that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

8. DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

9. PREPARATION OF BIDS

- (a) The Bid forms define requirements of items to be purchased and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use a typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- (b) An authorized agent of the Bidder's firm must sign the Bid submittal form. Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.
- (c) The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- (d) The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- (e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- (f) Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Village.

11. AWARD OF CONTRACT

- (a) The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.
- (b) The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- (c) The Village reserves the right to negotiate prices with the responsive and responsible low Bidder, provided that the scope of work of this Solicitation remains the same.
- (d) The Bidder's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- (e) The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- (f) Award of this Bid may be predicated on compliance with, and submittal of all required documents as stipulated in the Bid Solicitation.
- (g) The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.
- (h) Following award of the contract, the contract documents shall consist of this ITB, together with all attachments and addenda thereto, and the successful bidder's response, including all attachments thereto.

12. CONTRACT EXTENSION

The Village Manager reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide Village departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.



14. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

15. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

16. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

Shall be in accordance with Section 58-6 of the Village Code.

18. LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

19. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

20. ASSIGNMENTS

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.

21. SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

22. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

23. INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

24. COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an



affidavit under the penalty of perjury, on a form provided by the Village, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

25. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate. In accordance with Section 58-18 of the Purchasing code, modification of contract or change order shall be subject to prior approval by the Village Manager.

26. TERMINATION FOR CONVENIENCE

The Village, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

27. TERMINATION FOR DEFAULT

The Village reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the Village may then terminate the subject contract by providing written notice to the awarded Bidder. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

28. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred as set forth by the Village Code. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

29. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

30. OFFICE OF THE INSPECTOR GENERAL

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.

31. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

32. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Records Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.



33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Palm Springs with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- (a) Use of information only for performing services required by the contract or as required by law.
- (b) Use of appropriate safeguards to prevent non-permitted disclosures.
- (c) Reporting to the Village of Palm Springs any non-permitted use or disclosure.
- (d) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential.
- (e) Making Protected Health Information (PHI) available to the customer.
- (f) Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- (g) Making PHI available to the Village of Palm Springs for an accounting of disclosures; and
- (h) Making internal practices, books, and records related to PHI available to the Village of Palm Springs for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

34. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

35. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

36. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

37. BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

38. SEVERABILITY

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Village.

39. NO THIRD-PARTY BENEFICIARY

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 Village and/or successful vendor.

40. GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

41. ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

42. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Palm Springs complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.



During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

43. AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

44. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

45. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

46. MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

47. PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the Village. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

48. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

49. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be a public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Village will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Village's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Village's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

50. CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of Palm Springs. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct, or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

51. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.



52. OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

53. COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

54. FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Village reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Village in accordance with the contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Village as a result of having to secure the services of another vendor.

55. CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect the Village may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

56. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

57. OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

58. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

59. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each Village department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by- department basis.

60. TAXES

The Village of Palm Springs is exempt from Federal and State taxes for tangible personal property.

61. BIDDER'S COSTS

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.



62. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

63. FORCE MAJEURE

The Village and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- (a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- (b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- (c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- (d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

64. NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 4:30 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Bidder and the Village of Palm Springs.

65. POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the Village reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category, or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

66. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

67. PURCHASE ORDER

The Village will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

68. DELIVERIES

Deliveries are to be made Monday through Friday, excluding Village holidays, unless otherwise stipulated.

69. SALES PROMOTIONS / PRICE REDUCTIONS

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the Village the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the Village. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract.



70. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, effective January 1, 2021, Vendor shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement.
- (d) Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes Vendor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.



SPECIAL CONDITIONS

71. PURPOSE

The purpose of this Solicitation is to obtain bids from contractors to **replace the Village Public Library roof with a new metal seam roof**, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

72. TERM OF CONTRACT

The work shall be substantially complete within 90 days from the Notice-to-Proceed and finally complete within 105 days from the Notice-to-Proceed.

73. EQUAL PRODUCTS

Only the referenced manufacturers will be considered unless noted otherwise in the technical specifications.

74. INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Finance Department and approved.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of Palm Springs shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The awarded Bidder must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- (a) Workers' Compensation Insurance – as required by law.
- (b) Employer's Liability Insurance - \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease
- (c) Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- (d) Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Finance Department, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

75. CERTIFICATIONS

Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the Village may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the Village during the evaluation period.

All architects or engineers on this project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

76. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The awarded Bidder shall submit an invoice to the Village for progress payments for work that has been completed, and has been inspected and accepted by the Village. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.



The Village prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

77. WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Bidder or required in the technical specifications, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

78. PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

79. RELEASE OF CLAIM REQUIRED

The awarded Bidder must provide the Village with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

80. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the Village when making the award in the best interest of the Village. If the Bidder fails to identify any and all sub- contractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the Village.

81. OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.



SCOPE OF WORK AND CONTRACTOR REQUIREMENTS

ITB #2022B-011

Library Metal Roof Replacement Project

SCOPE OF WORK

- A. The proposed work to be performed consists of replacing approximately 12,800 square feet (128 Squares) of the existing painted sloped metal seam roof system with a new metal seam roof system in an anodized aluminum or mill finish. The project is located at the Village of Palm Springs Public Library at 217 Cypress Lane, Palm Springs, FL 33461. Actual roof area quantity shall be field verified by the Contractor prior to bid. This project will include the following tasks:
- a. Prior to the commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit from the Village of Palm Springs Building Department.
 - b. Removal of the existing roof system down to wood deck.
 - c. Installation of a new sloped roof system, including new underlayment, new 26 gauge standing seam panels, and any necessary flashings and drip edge material(s) for a complete roofing system.
 - i. The Contractor shall replace any existing drip edge, flashing, and counter-flashing material, valley metal, hip and ridge flashing, using at least 26-gauge Galvanized sheet metal in the new installation. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. Stucco repair as necessary is included.
 - ii. All existing roof decking which is deteriorated/damaged and unsuitable as new roof substrate should be replaced and installed to meet code. Proposal shall include all costs and materials to replace damaged wood decking and supporting substrates as required. Any necessary re-nailing to meet code of existing decking that is not damaged is also included in this scope.
 - iii. Replace all damaged 2 x P.T. pine fascia and sub-fascia (if existing) as necessary/required. Proposal shall include all costs to replace any and all deteriorated/damaged fascia/sub-fascia boards.
 - iv. Replace VTR lead stack flashing and 26 Gauge Galvalume sheet metal roof jacks at existing locations.
 - v. Installation of roofing system should be in such a way as to avoid leaving open areas exposed to the elements. Any areas not completed by the end of the workday should be temporarily covered/sealed to prevent damage to any interior building elements.
 - vi. All materials shall be installed according to manufacturers' specifications.
 - d. Replacement of flat roof system along the top of the clerestory walls, front, and rear entryway roofs.



- i. Replace the flat roof with a three-ply SA modified system with a 20-year specification
 - ii. The Contractor shall replace any existing drip edge, flashing and counter-flashing material, using at least 26-gauge Galvanized sheet metal in the new installation. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. Stucco if necessary
 - iii. The Contractor shall install the materials in a continuous fashion, free of any gaps and voids. Any areas not completed should be temporarily covered/sealed to avoid any water intrusion that can possibly damage interior finishes.
 - iv. Installation of the insulation and membrane materials shall be completed in a manner which promotes proper drainage to keep the roof free from standing water.
 - v. All materials shall be installed according to manufacturers' specifications.
- e. The Contractor will be required to hold a pre-construction meeting with the Village. Additional meetings may be requested by either the Village or the Contractor in order to discuss the progress of the project.
- B. The Contractor will be responsible for acquiring all required permits and calling for inspections from any and all agencies having jurisdiction. The Contractor will be responsible, at no additional cost to the Village, for completing any changes necessary for the plans to be approved and permits to be issued by the approving agency.
- C. All work must be performed between the hours of 7:00 AM to 6:00 PM, Monday through Friday. Saturdays, all work must be performed between the hours of 9:00 a.m. to 5:00 p.m. No work shall be performed on Sundays unless specifically indicated otherwise in writing and approved by the Village.
- D. The Contractor shall be responsible for the disposal of all work-related debris in a safe and legal manner offsite. The Contractor shall not utilize the Village's trash containers or dumpsters for any work-related debris or trash.
- E. The Contractor shall operate in a safe manner and observe all OSHA guidelines.
- F. The Contractor shall provide any and all manuals and/or warranty information related to the project to the Village upon completion of the project.

CONTRACTOR REQUIREMENTS

Each bidder shall provide the following as part of their proposal:

- 1. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose in a timely manner and within budget.
- 2. The Contractor will provide technical specifications for the roof system included in the proposal. These details are to include the following information:
 - a. Type of roof system proposed.
 - b. Application techniques to be utilized.



3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work and a description of the overall project approach.
4. Provide a minimum of four (4) client references from past projects, including current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.

WARRANTY

- A. The Contactor shall provide a minimum three (3) year warranty on labor and material and a minimum twenty (20) year manufacturers' warranty for the roofing system.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**



**BID SUBMITTAL SIGNATURE PAGE
ITB #2022B-011**

LIBRARY METAL ROOF REPLACEMENT PROJECT COST PROPOSAL	
ITEM	BID AMOUNT
New Library Roof	\$ 79,640.76
Allowance	\$2,500
TOTAL BID AMOUNT Text	\$82,140.76

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Sloped Metal Roofing System Proposed Gulf Cosast Supply & Manufacturing VersaLoc

Flat Roofing System Proposed _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**

(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR ITB)

By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's ITB solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

FIRM NAME: (Enter the entire legal name of the quoting entity)

Pink Eagle Roofing, LLC

DATE:

May 25, 2022

*** SIGNATURE:** _____

PRINT NAME: Crystal J. Wilson

PRINT TITLE: President

ADDRESS: 931 Village Blvd - Suite 905 - 225

CITY / STATE: West Palm Beach, FL

ZIP CODE: 33409

TELEPHONE # (561) 855.7841

E-MAIL: crystal@pinkeagleroofing.com

TOLL FREE # (772) 486.0580

FAX #: (561) 686.1838

APPLICABLE
LICENSE(S)
NUMBER #

CCC 1331845

TYPE: Roofing

FEDERAL ID # 83-2304126



**ACKNOWLEDGEMENT OF ADDENDA
ITB #2022B-011**

LIBRARY METAL ROOF REPLACEMENT PROJECT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated 05 / 13 / 2022

Addendum #2, Dated 05 / 24 / 2022

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

Pink Eagle Roofing, LLC

Firm Name

Signature

Crystal J. Wilson / President

Name and Title (Print or Type)

May 25, 2022

Date



AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- ✓a. Bid Submittal Signature Page
- ✓b. Acknowledgement of Addenda
- ✓c. Conflict of Interest Disclosure Form
- ✓d. Notification of Public Entity Crimes Law
- ✓e. Notification of Public Records Law
- ✓f. Drug-Free Workplace
- ✓g. Non-Collusion Affidavit
- ✓h. References
- ✓i. Descriptions of past projects of similar scope, size, and purpose
- ✓j. Description and technical specifications of proposed roofing system
- ✓k. All other forms as required

A large, stylized handwritten signature in dark ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

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

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

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

Acknowledged by: Crystal J. Wilson

Firm Name: Pink Eagle Roofing, LLC

Signature: [Handwritten Signature]

Name and Title (Print or Type): Crystal J. Wilson / President

Date: May 25, 2022

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by: Crystal J. Wilson

Firm Name: Pink Eagle Roofing, LLC

Signature: [Handwritten Signature]

Name and Title (Print or Type): Crystal J. Wilson

Date: May 25, 2022



**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records
Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Palm Springs in order to perform the service. Upon request from the Village of Palm Springs' custodian of public records, Contractor shall provide the Village of Palm Springs with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the Village of Palm Springs, Contractor upon completion of the contract, shall transfer, at no cost, to the Village of Palm Springs all public records in possession of the Contractor or keep and maintain public records required by the Village of Palm Springs in order to perform the service. If the Contractor transfers all public records to the Village of Palm Springs 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 of Palm Springs, upon request from the Village of Palm Springs' custodian of public records, in a format that is compatible with the information technology systems of the Village of Palm Springs.

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 561-584-8200 ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

Acknowledged by:

Pink Eagle Roofing, LLC

Firm Name

Signature

Crystal J. Wilson / President

Name and Title (Print or Type)

May 25, 2022

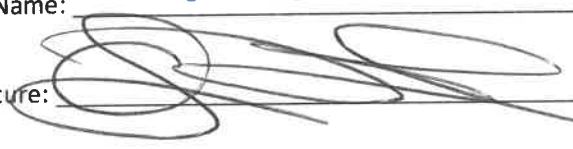
Date

**DRUG-FREE WORKPLACE**

Pink Eagle Roofing, LLC is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by: Crystal J. Wilson

Firm Name: Pink Eagle Roofing, LLC

Signature: 

Name and Title (Print or Type): Crystal J. Wilson / President

Date: May 25, 2022

**NON-COLLUSION AFFIDAVIT**STATE OF FLORIDA COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared CRYSTAL J. WILSON
 who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

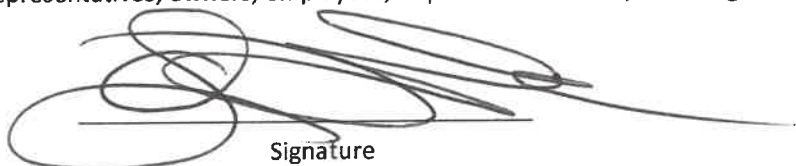
a. He / She is PRESIDENT of Pink Eagle Roofing, LLC the
 Bidder that has submitted a Bid to perform work for the following:

ITB No.: ITB #2022B-011 Title: LIBRARY METAL ROOF REPLACEMENT

b. He / She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation. Such Bid is genuine and is not a collusive or sham Bid.

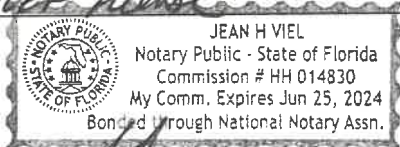
c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or 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 or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


 Signature

Subscribed and sworn to (or affirmed) before me this 25th day of MAY 2022 by
Crystal J. Wilson who is personally known to me or who has produced
FL Driver License as identification.

SEAL



Notary Signature

Notary Name:

Notary Public (State):

My Commission No:

Expires on:



Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

Library Metal Roof Replacement

Addendum No. 2

May 23, 2022

BIDS DUE: 2:00 PM, Local Time, May 25, 2022

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 **Library Metal Roof Replacement** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. N/A

IN THE SPECIFICATIONS

1. N/A

Receipt acknowledged and conditions agreed to the 24 day of May, 2022.

Pink Eagle Roofing, LLC

Bidder

Crystal J. Wilson
By

Addendum No. 2

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO ADDITIONAL BIDDER QUESTIONS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO ADDITIONAL BIDDER QUESTIONS

RESPONSES TO ADDITIONAL BIDDER QUESTIONS

Question 25: Are we to replace decking that is stained or only what is deteriorated beyond use?

Response 25: Wood decking determined to be deteriorated by inspection will need to be removed and replaced. Decking with water staining does not necessarily disqualify it for reuse. All decking shall be inspected by the Village for deterioration prior to covering. The Village has final say as to determining if decking is considered deteriorated beyond use.

Question 26: Without knowing the amount of damaged wood, is there a square foot quantity that we are to assume for the initial bid? Or can we perhaps submit a bid that does not include replacement of any lumber and instead invoice the city for the lumber as it is replaced?

Response 26: The bid is a lump sum to include all costs associated with the replacement of the existing roof. The bidder should include in his bid costs to replace any and all deteriorated wood encountered during inspections.



Village of Palm Springs

PUBLIC WORKS DEPARTMENT

Library Metal Roof Replacement

Addendum No. 1

May 13, 2022

BIDS DUE: 2:00 PM, Local Time, May 25, 2022

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 **Library Metal Roof Replacement** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. N/A

IN THE SPECIFICATIONS

1. See response to bidder's questions.

Receipt acknowledged and conditions agreed to the 13th day of May, 2022.

Pink Eagle Roofing, LLC

Crystal J. Wilson

Bidder

By

Addendum No. 1

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 FLAT ROOF PHOTOS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: The bid documents provided by demand star specify “standing seam panels” for the metal roof system. Currently the roof is a 36” wide rib style panel system. Will the Village accept a “like for like” roof system vs the standing seam system specified which is significantly higher priced?

Response 1: Yes, the Village will accept a 36” wide rib style panel system in lieu of the specified standing seam system.

Question 2: Is there any bid bond required? The documents do not show any.

Response 2: The Village will not require a bid or any other bond on this project.

Question 3: Scope of work discusses insulation to be installed: Could you please elaborate on that item.

Response 3: There is a relatively flat roof overhang at the south entrance of the library that is part of this scope of work, that will require positive drainage away from the building. The selected roofing company will need to provide the appropriate roofing underlayment to achieve the necessary slope, which may include Styrofoam insulation board, or other acceptable means approved by the roofing material manufacturer. All the materials proposed, whether it includes sloped insulation board or not, will need to be included and called out in the submittal package at bid due time. A formal package will be submitted after contract award to the building department for permit issuance.

Question 4: Can the staff confirm the presence of plywood decking right under the existing metal panels.

Response 4: The building has experienced several expansions over the years so it is difficult to ascertain the entire roof area composition, but the decking appears to be 2” x 6” Tongue and Groove for the most part if not all, but the bidder should anticipate also possibly encountering plywood or similar decking. The bidder is encouraged to perform a scheduled site visit to inspect the project with the understanding that no project related communication is allowed with staff while under the “cone of silence”. All visit requests shall be performed through the Village’s procurement specialist.

Question 5: Existing gutters will be removed: Is installing new ones part of this contract?

Response 5: No, replacement of gutters will not be part of this contract.

Question 6: Cannot tell how many lineal feet of either damaged fascia & flashings are in need of replacing: Can the Village ask for a price per l.f. for each to included in the bid.

Response 6: The bidder should include in his price the first 50 L.F. of fascia and sub-fascia board. They should provide a L.F. price for any amounts beyond the first 50 L.F. of each. All flashing shall be included in the bid price. All roof vent flashing shall be new and included in the bid price.

Question 7: Some Oak tree branches are directly over the roof, who is responsible for their removal?

Response 7: Village staff will be responsible for removing any tree branches that are in the way.

Question 8: Is it safe to say: The new color will be the same as surrounding roofs?

Response 8: No. The roof panels shall come with a galvanized mill finish.

Question 9: Is there a flat roof section at the library

Response 9: The south entrance to the library has a flat roof overhang slightly pitch away from the building.

Question 10: Can a site visit be schedule and when?

Response 10: Site visits can be scheduled through the procurement specialist from M-F, 8:00 Am - 3:00 Pm up through the deadline for questions submission date of May 20, 2022. During this time, there is a "cone of silence" and no questions should be directed to any Village staff except through the procurement specialist at procurement@vpsfl.org.

Question 11: There is no mention of Flat roof in bid docs, it is to be included, correct?

Response 11: There is a flat roof overhang at the south entrance to the library and should be included in the roofing replacement work.

Question 12: Is the metal going to be painted, similar to what is there, or just galvanized?

Response 12: Just galvanized.

Question 13: Is there any gutter work to be done?

Response 13: See response #5

Question 14: Do you want the old, removed metal for other uses or do we dispose of it?

Response 14: All roofing materials removed shall be disposed by the Contractor offsite. All costs associated with disposal of materials shall be included in the bid.

Question 15: What type of deck is under the flat roof?

Response 15: Appears to be metal decking. Bidder is encouraged to field verify all work areas.

Question 16: Do you want any insulation on the flat roof?

Response 16: Only as required as part of an approved roofing system to provide positive water flow away from the building. The Contractor should follow the manufacturer's recommendations and eliminate any possibility of ponding water or negative water flow towards the building.

Question 17: What is the distance between the library from any bodies of salt water? In order to get a 20-year NDL Manufacture Warranty there has to be at least 1500 ft between the ocean and building, in reference to the metal material requested.

Response 17: The library is located at 217 Cypress Ln, Palm Springs, Fl. 33461. It is more than 1500 Ft from the ocean.

Question 18: I need Clarification, in the scope of work it asks for new metal seam roof system in an anodized or mill finish. Then you ask for new 26 gauge Standing Seam panels. In accordance with code, the Manufacturer specifications the metal panels have to be at least 24 ga. If the building is close to salt water the metal panels would need to be at least .032 or .040 aluminum panels. The flashing will also need to be aluminum.

Response 18: 24 ga. is fine. Also see response to question #17 above.

Question 19: We can offer 2 types of standing seams profiles that would meet the warranty and specification for the scope of work. DMC 175 Snap lock or DMC 200 Mechanical panel. The snap lock will cost less. Which system would you prefer. Snap lock seam or mechanical lock seam?

Response 19: We will consider either one as long as it meets the warranty requirements. The bidder should indicate at the time of bid submittal which system they are proposing. We will also consider a 36" wide rib style panel system similar to what is currently installed which meets the warranty requirements.

Question 20: Is there a wind rider to be included with the warranty? What would the wind rider be?

Response 20: No

Question 21: We have received the Notice of Solicitation for IBT#2022B-011, which includes the scope of work. Are there any other complementary documents available for this project?

Response 21: No

Question 22: On pages 14 of 26, the scope of work on section A states, "new metal seam roof system in an anodized aluminum or mill finish" however, section A. c says "new 26 gauge standing seam panels". Could you please confirm which option will be the required metal for the project?

Response 22: See response #19.

Question 23: Are the warranties the same for the flat and metal roofs?

Response 23: Yes

Question 24: In regard to the library reroof, what size panels will the Village require, width that is.

Response 24: The Village is not requiring a specific width.

ATTACHMENT 2

FLAT ROOF PHOTOS



PINK EAGLE ROOFING

931 Village Boulevard | Suite 905-225| West Palm Beach, Florida 33409
O: 561.855.7841 | M: 772.486.0580 | crystal@pinkeagleroofing.com
Insured | Licensed | CCC#1331845 | 100% FINANCING OPTIONS AVAILABLE

PROJECT INFORMATION			
NAME	Village of Palm Springs	SITE ADDRESS	Library Metal Roof Replacement
SUBJECT	Contractor Requirements		

1. Contractor anticipates completing the Metal and flat roof decks within 45 days of permit receipt.
2. Contractor will utilize current 2020 FL Building Code techniques per the product approval for both slope and flat roofs. Contractor will not deter from manufacturer installation requirements.
3. Client references attached.

AUTHORIZED SIGNATURE (CONTRACTOR):

By: _____ Print: CRYSTAL J. WILSON



SEND US THE ADDRESS. WE'LL DO THE REST!

CLIENT: PINK EAGLE ROOFING

ADDRESS: 217 Cypress Lane

ESTIMATE #: QQ-00038938

CAD TECH: AS

PROFILE: Versaloc

HEM: 2

ROOF DETAILS

PANEL WIDTH LINEAR FOOTAGE

16.000" 10013'-9"

	MAIN ROOF PITCH	SECONDARY
1	12:12	12:12
2	12:12	12:12
3	12:12	12:12
4	12:12	12:12
5	12:12	12:12
6	12:12	12:12
7	12:12	12:12
8	12:12	12:12
9	12:12	12:12
10	12:12	12:12
11	12:12	12:12
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93	12:12	12:12
94	12:12	12:12
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97	12:12	12:12
98	12:12	12:12
99	12:12	12:12
100	12:12	12:12

4/12 N/A

PANEL AREA ROOF AREA

133.6 130.0

FLAT AREA ESTIMATED WASTE

0.0 3%

TRIM TYPE	TOTAL LENGTH	NUMBER OF PIECES
-----------	--------------	------------------

EAVE DRIP	440	44
VALLEY	20	2
GABLE RAKE	360	36
FLYING GABLE	0	0
HIP CAP	0	0
RIDGE CAP	130	13
END-WALL	140	14
SIDE-WALL	160	16
TRANSITION	20	2
HIGH SIDE	110	11
CHIMNEY	0	0

CORNER	0	0
BASE DRIP	0	0
DRIP CAP	0	0
1 CHANNEL	0	0

JOB: 217 CYPRESS LANE

SALES REP: PM

Not to Scale. Inform

[illegible]



ADDRESS: 217 Cypress Lane

ESTIMATE #: QQ-00038938

CAD TECH: AS

PROFILE: Versaloc

HEM: 2"

ROOF DETAILS

PANEL WIDTH LINEAR FOOTAGE

16.000" 10013'-9"

MAIN ROOF PITCH	SECONDARY
-----------------	-----------

4/12 N/A

PANEL AREA ROOF AREA

133.6 130.0

FLAT AREA ESTIMATED WASTE

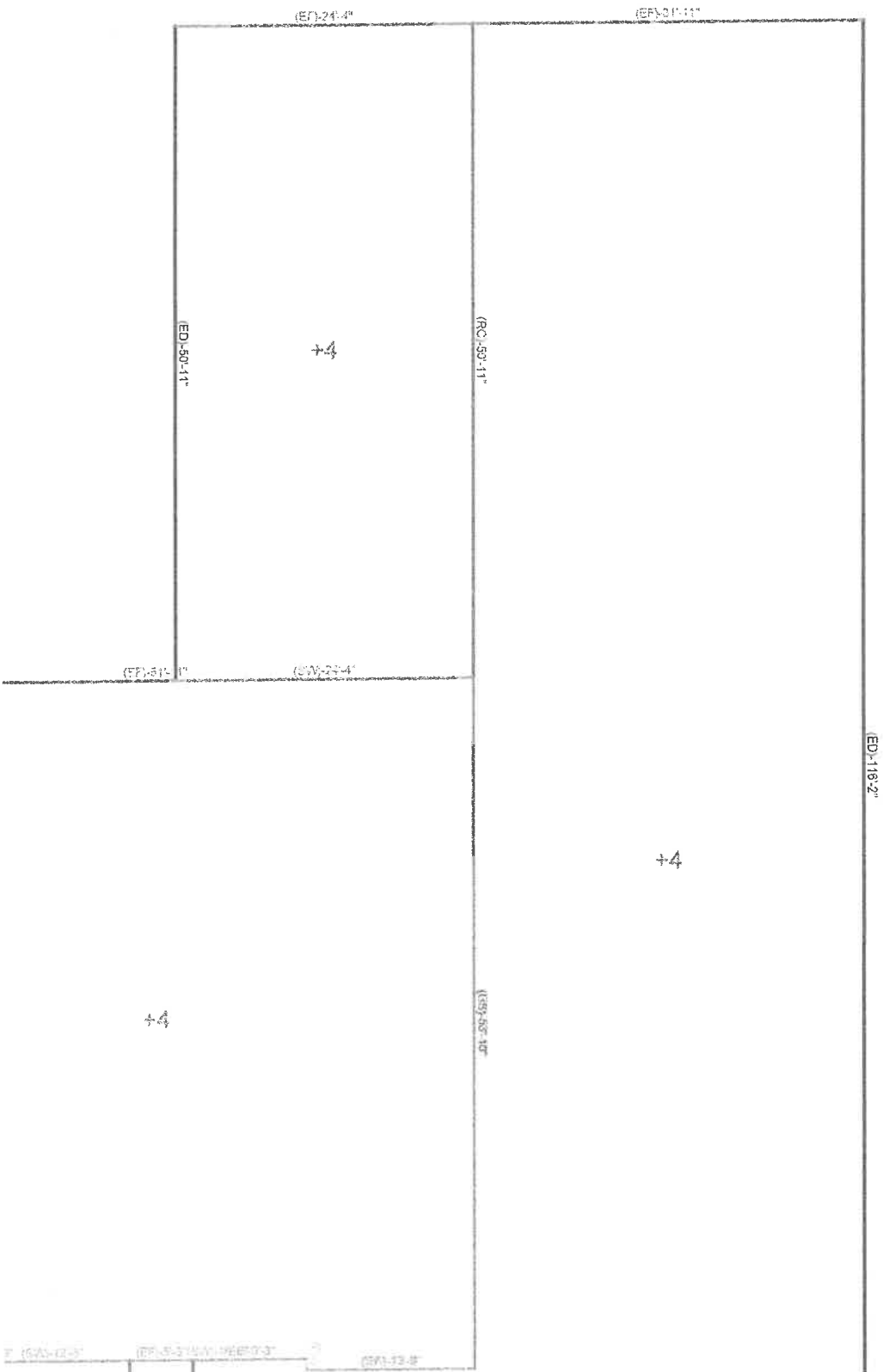
0.0 3%

TRIM TYPE	TOTAL LENGTH	NUMBER OF PIECES
EAVE DRIP	440	44
VALLEY	20	2
GABLE RAKE	360	36
FLYING GABLE	0	0
HIP CAP	0	0
RIDGE CAP	130	13
END-WALL	140	14
SIDE-WALL	160	16
TRANSITION	20	2
HIGH SIDE	110	11
CHIMNEY	0	0
CORNER	0	0
BASE DRIP	0	0
DRIP CAP	0	0
J CHANNEL	0	0

JOB: 217 CYPRESS LANE

SALES REP: PM

Not to Scale. Inform:



Flat Roof



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION

11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786)315-2590 F (786) 315-2599

www.miamidade.gov/economy

GAF

1 Campus Drive
Parsippany, NJ 07054

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: GAF Ruberoid® Modified Bitumen Roof System for Wood Decks.

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews and revises NOA No. 15-1020.01 and consists of pages 1 through 67.

The submitted documentation was reviewed by Jorge L. Acebo.



NOA No.: 18-0919.12
Expiration Date: 11/06/23
Approval Date: 11/01/18
Page 1 of 67

Membrane Type: SBS/SBS Cold Applied

Deck Type 1: Wood, Non-insulated

Deck Description: Min. 19/32" or greater plywood or wood plank secured 6 in. o.c. with 8d ring shank nails to supports spaced 24 in. o.c. max.

System Type E(1): Anchor sheet is mechanically attached to roof deck. (Non-insulated systems)

All General and System Limitations shall apply.

Fire Barrier: FireOut™ Fire Barrier Coating, VersaShield® Fire-Resistant Roof Deck Protection, VersaShield® Solo™ Fire-Resistant Slip Sheet, DensDeck® Roof Board, SECUROCK® Gypsum-Fiber Roof Board, or SECUROCK Glass-Mat Roof Board.

Base sheet: GAFGLAS® #80 Ultima™ Base Sheet, GAFGLAS® Stratavent® Nailable Venting Base Sheet, Ruberoid® 20 Smooth, Ruberoid® HW Smooth or Ruberoid® HW 25 Smooth base sheet mechanically fastened to deck as described below:

Fastening Option #1: GAFGLAS® Ply 4, Tri-Ply® Ply 4 Ply Sheet, GAFGLAS® FlexPly™ 6, GAFGLAS® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with approved annular ring shank nails and tin caps at a fastener spacing of 9" o.c. at the lap staggered and in two rows 18" o.c. in the field.

Not for use with DensDeck or SECUROCK Fire Barrier

(Maximum Design Pressure –45 psf. See General Limitation #9)

Fastening Option #2: GAFGLAS® Ply 4, Tri-Ply® Ply 4 Ply Sheet, GAFGLAS® FlexPly™ 6, GAFGLAS® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with Drill-Tec™ #12 Fastener or Drill-Tec™ #14 Fastener and Drill-Tec™ 3" Steel Plate, Drill-Tec™ AccuTrac® Flat Plate or Drill-Tec™ AccuTrac® Recessed Plate installed 12" o.c. in 3 rows. One row is in the 2" side lap. The other rows are equally spaced approximately 12" o.c. in the field of the sheet.

(Maximum Design Pressure –45 psf. See General Limitation #9)

Fastening Option #3: GAFGLAS® FlexPly™ 6, GAFGLAS® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with approved annular ring shank nails and tin caps at a fastener spacing of 9" o.c. at the 4" lap staggered and in two rows 9" o.c. in the field.

Not for use with DensDeck or SECUROCK Fire Barrier

(Maximum Design Pressure –52.5 psf. See General Limitation #7)

Fastening Option #4: GAFGLAS® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with Drill-Tec™ #12 Fastener or Drill-Tec™ #14 Fastener and Drill-Tec™ 3" Steel Plate, Drill-Tec™ AccuTrac® Flat Plate or Drill-Tec™ AccuTrac® Recessed Plate installed 12" o.c. in 4 rows. One row is in the 2" side lap. The other rows are equally spaced approximately 9" o.c. in the field of the sheet.

(Maximum Design Pressure –45 psf. See General Limitation #9)

Fastening Option #5: GAFGLAS® #80 Ultima™ Base Sheet, Ruberoid® 20 Smooth, Ruberoid® Mop Smooth base sheet attached to deck approved annular ring shank nails and 3" inverted Drill-Tec™ 3" Steel Plate at a fastener spacing of 9" o.c. at the 4" lap staggered in two rows 9" in the field.

Not for use with DensDeck or SECUROCK Fire Barrier

(Maximum Design Pressure –60 psf. See General Limitation #7)

**Fastening
Option #6:**

GAFGlas® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with Drill-Tec™ #12 Fastener or Drill-Tec™ #14 Fastener and Drill-Tec™ 3" Steel Plate, Drill-Tec™ AccuTrac® Flat Plate or Drill-Tec™ AccuTrac® Recessed Plate installed 8" o.c. in 4 rows. One row is in the 2" side lap. The other rows are equally spaced approximately 9" o.c. in the field of the sheet.
(Maximum Design Pressure –75 psf. See General Limitation #7)

Ply Sheet:

(Optional) One or more plies GAFGLAS® Ply 4, Tri-Ply® Ply 4 Ply Sheet, GAFGLAS® FlexPly™ 6, GAFGLAS® #80 Ultima™ Base Sheet, Ruberoid® Mop Smooth, Ruberoid® Mop Smooth 1.5, Ruberoid® Mop Plus Smooth or Ruberoid® 20 Smooth sheet adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq.

Membrane:

One or more plies of Ruberoid® Mop Smooth, Ruberoid® Mop Smooth 1.5, Ruberoid® Mop Plus Smooth, Ruberoid® Mop Granule FR, Ruberoid® Mop Granule, Tri-Ply® SBS Granule Cap Sheet, Intec Flex PRF, , Ruberoid® Mop Plus Granule, Two plies Ruberoid® 20 Smooth, Ruberoid® 30 Granule, Ruberoid® EnergyCap™ 30 Granule FR, Ruberoid® 30 Granule FR, Ruberoid® 30 Plus Granule FR, or Ruberoid® Mop Plus Granule FR in adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq.

Or

One or more plies of Ruberoid® Mop Smooth, Ruberoid® Mop Smooth 1.5, Ruberoid® Mop Plus Smooth, Ruberoid® Mop Granule, Tri-Ply® SBS Granule Cap Sheet, Intec Flex PRF, , Ruberoid® Mop Granule FR, Ruberoid® Mop Plus Granule, Ruberoid® 20 Smooth, Ruberoid® 30 Granule, Ruberoid® EnergyCap™ 30 Granule FR, Ruberoid® 30 Granule FR, Ruberoid® 30 Plus Granule FR, or Ruberoid® Mop Plus Granule FR adhered in Matrix™ 102 SBS Membrane Adhesive at an application rate of 1-2 gal./sq.

Surfacing:

Optional on granular surfaced membranes; required for smooth membranes. Chosen components must be applied according to manufacturer's application instructions. All coatings must be listed within a current NOA.

1. Gravel or slag applied at 400 lbs./sq. and 300 lbs./sq. respectively in a flood coat of Approved asphalt at 60 lbs./sq.
2. GAFGlas® Mineral-Surfaced Cap Sheet, Tri-Ply® BUR Granule Cap Sheet or GAFGLAS® EnergyCap™ Mineral-Surfaced Cap Sheet adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq.
3. TOPCOAT® Surface Seal SB or United Coatings™ Surface Seal SB Roof Coating applied in one or more coats at a minimum rate of 1.0 gal./sq. per coat.
OR
TOPCOAT® MB Plus or United Coatings™ Roof Mate MB Plus Coating applied at a minimum rate of 1.0 gal./sq.(to be used as a primer) followed by TOPCOAT® Membrane or United Coatings™ Roof Mate TCM Coating applied in one or more coats at a minimum rate of 1.0 gal./sq. per coat.
4. Fiber Aluminum Roof Coating.

**Maximum Design
Pressure:**

See Fastening Options



WOOD DECK SYSTEM LIMITATIONS:

1. A slip sheet is required with GAFGLAS® Ply 4 and GAFGLAS® FlexPly™ 6 when used as a mechanically fastened base or anchor sheet.
2. Minimum ¼" DensDeck® Roof Board or ½" Type X gypsum board is acceptable to be installed directly over the wood deck.

GENERAL LIMITATIONS:

1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. Insulation may be installed in multiple layers. The first layer shall be attached in compliance with Product Control Approval guidelines. All other layers shall be adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq., or mechanically attached using the fastening pattern of the top layer
3. All standard panel sizes are acceptable for mechanical attachment. When applied in approved asphalt, panel size shall be 4' x 4' maximum.
4. An overlay and/or recovery board insulation panel is required on all applications over closed cell foam insulations when the base sheet is fully mopped. If no recovery board is used the base sheet shall be applied using spot mopping with approved asphalt, 12" diameter circles, 24" o.c.; or strip mopped 8" ribbons in three rows, one at each side lap and one down the center of the sheet allowing a continuous area of ventilation. Encircling of the strips is not acceptable. A 6" break shall be placed every 12' in each ribbon to allow cross ventilation. Asphalt application of either system shall be at a minimum rate of 12 lbs./sq. **Note: Spot attached systems shall be limited to a maximum design pressure of -45 psf.**
5. Fastener spacing for insulation attachment is based on a Minimum Characteristic Force (F') value of 275 lbf., as tested in compliance with Testing Application Standard TAS 105. If the fastener value, as field-tested, are below 275 lbf. insulation attachment shall not be acceptable.
6. Fastener spacing for mechanical attachment of anchor/base sheet or membrane attachment is based on a minimum fastener resistance value in conjunction with the maximum design value listed within a specific system. Should the fastener resistance be less than that required, as determined by the Building Official, a revised fastener spacing, prepared, signed and sealed by a Florida Registered Engineer, Architect, or Registered Roof Consultant may be submitted. Said revised fastener spacing shall utilize the withdrawal resistance value taken from Testing Application Standards TAS 105 and calculations in compliance with Roofing Application Standard RAS 117.
7. Perimeter and corner areas shall comply with the enhanced uplift pressure requirements of these areas. Fastener densities shall be increased for both insulation and base sheet as calculated in compliance with Roofing Application Standard RAS 117. Calculations prepared, signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant **(When this limitation is specifically referred within this NOA, General Limitation #9 will not be applicable.)**
8. All attachment and sizing of perimeter nailers, metal profile, and/or flashing termination designs shall conform to Roofing Application Standard RAS 111 and applicable wind load requirements.
9. The maximum designed pressure limitation listed shall be applicable to all roof pressure zones (i.e. field, perimeters, and corners). Neither rational analysis, nor extrapolation shall be permitted for enhanced fastening at enhanced pressure zones (i.e. perimeters, extended corners and corners). **(When this limitation is specifically referred within this NOA, General Limitation #7 will not be applicable.)**
10. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

END OF THIS ACCEPTANCE



NOA No.: 18-0919.12
Expiration Date: 11/06/23
Approval Date: 11/01/18
Page 67 of 67

metal Roof Slope



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION

11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599

www.miamidade.gov/economy

Gulf Coast Supply & Manufacturing LLC.
14429 SW 2nd Place, G30
Newberry, FL. 32669

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Versaloc 1.5 Steel Panel over Plywood deck

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA 14-0520.05 consists of pages 1 through 5.

The submitted documentation was reviewed by *Freddy Semino* 



NOA No.: 19-0814.04
Expiration Date: 10/02/24
Approval Date: 09/19/19
Page 1 of 5

ROOFING SYSTEM APPROVAL:

Category: Roofing
Sub-Category: Metal, Panels (Non-Structural)
Material: Steel
Deck Type: Wood
Maximum Design Pressure -189.25 psf.

TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

<u>Product</u>	<u>Dimensions</u>	<u>Test Specifications</u>	<u>Product Description</u>
Versaloc 1.5 Steel Panel	Length: various Height: 1 ½" Width: 12" - 20" (coverage) Thickness 24 ga. Min. Yield Strength: 53.3 ksi	TAS 110	Corrosion resistant, Galvalume, preformed, standing seam. Coated, prefinished panels.
Versaloc Clip	Length: 3" Height: 1 ½" Width: 1" Thickness 24 ga.		Corrosion resistant, 24 gauge, G90 galvanized steel clip.

EVIDENCE SUBMITTED:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
Valspar	Lab Form	ASTM B 117	
Valspar	Lab Form	ASTM G 23	
PRI Construction Materials Technologies	HTL-018-02-01	TAS 100	08/06/09
Hurricane Test Laboratory, Inc.	0527-1009-08	TAS 125	07/01/09



NOA No.: 19-0814.04
Expiration Date: 10/02/24
Approval Date: 09/19/19
Page 2 of 5

APPROVED ASSEMBLIES:

System:	Versaloc 1.5 Steel Panel 24 gauge 12" - 20" wide
Deck Type:	Wood, Non-insulated
Deck Description:	New Construction $19/32$ " or greater plywood or wood plank, or for re-roofing $15/32$ " or greater plywood.
Slope Range:	2": 12" or greater
Maximum Uplift Pressure:	See Table A below

Deck Attachment: In accordance with applicable Building Code, but in no case shall it be less than **8d annular ring shank nails** spaced as listed in **Table A** below. In reroofing, where the deck is less than $19/32$ " thick (Minimum $15/32$ ") The above attachment method must be in addition to existing attachment.

Underlayment: Minimum underlayment shall be an ASTM D 226 Type II installed with a minimum 4" side-lap and 6" end-laps. Underlayment shall be fastened with corrosion resistant tin-caps and 12 gauge 1 1/4" annular ring-shank nails, spaced 6" o.c. at all laps and two staggered rows 12" o.c. in the field of the roll or any approved underlayment having a current NOA.

Fire Barrier Board: Any approved fire barrier having a current NOA. Refer to a current fire directory listing for fire ratings of this roofing system assembly as well as the location of the fire barrier within the assembly. See Limitation # 1.

Valleys: Valley construction shall be in compliance with Roofing Application Standard RAS 133 and with the current published installation instructions and details in Gulf Coast Supply Rollformer Association's Installation Manual.

Metal Panels and Accessories: Install the "Versaloc 1.5 Steel Panel" including flashing penetrations, valleys, end laps and accessories in compliance Gulf Coast Supply Rollformer Association's current, published installation instructions and in compliance with the minimum requirements detailed in Roofing Application Standard RAS 133.

Panels shall be secured along the male rib with approved clips. Clips are to be fastened with two corrosion resistant **#10 x 1" pancake head screws** of sufficient length to penetrate through the sheathing a minimum of $3/16$ ". The panel clips were placed at a spacing listed in Table A below starting 3" from panel end. The female rib of panel is installed over the male rib of panel. Panels are seamed as listed below in **Table A**.

TABLE A			
MAXIMUM DESIGN PRESSURES			
Roof Areas	Field	Perimeter and Corner ¹	Perimeter and Corner ¹
Maximum Design Pressures	-91.75 psf.	-121.75 psf.	-189.25 psf.
Maximum Clip Spacing	16" o.c.	8" o.c.	8" o.c.
Panel Seam	90° degrees	90° degrees	180° degrees
Maximum Plywood Fastening	4" o.c. (at the plywood's edges) 6" o.c. (at the plywood's intermediate supports)		
1. Extrapolation shall not be allowed			



LIMITATIONS

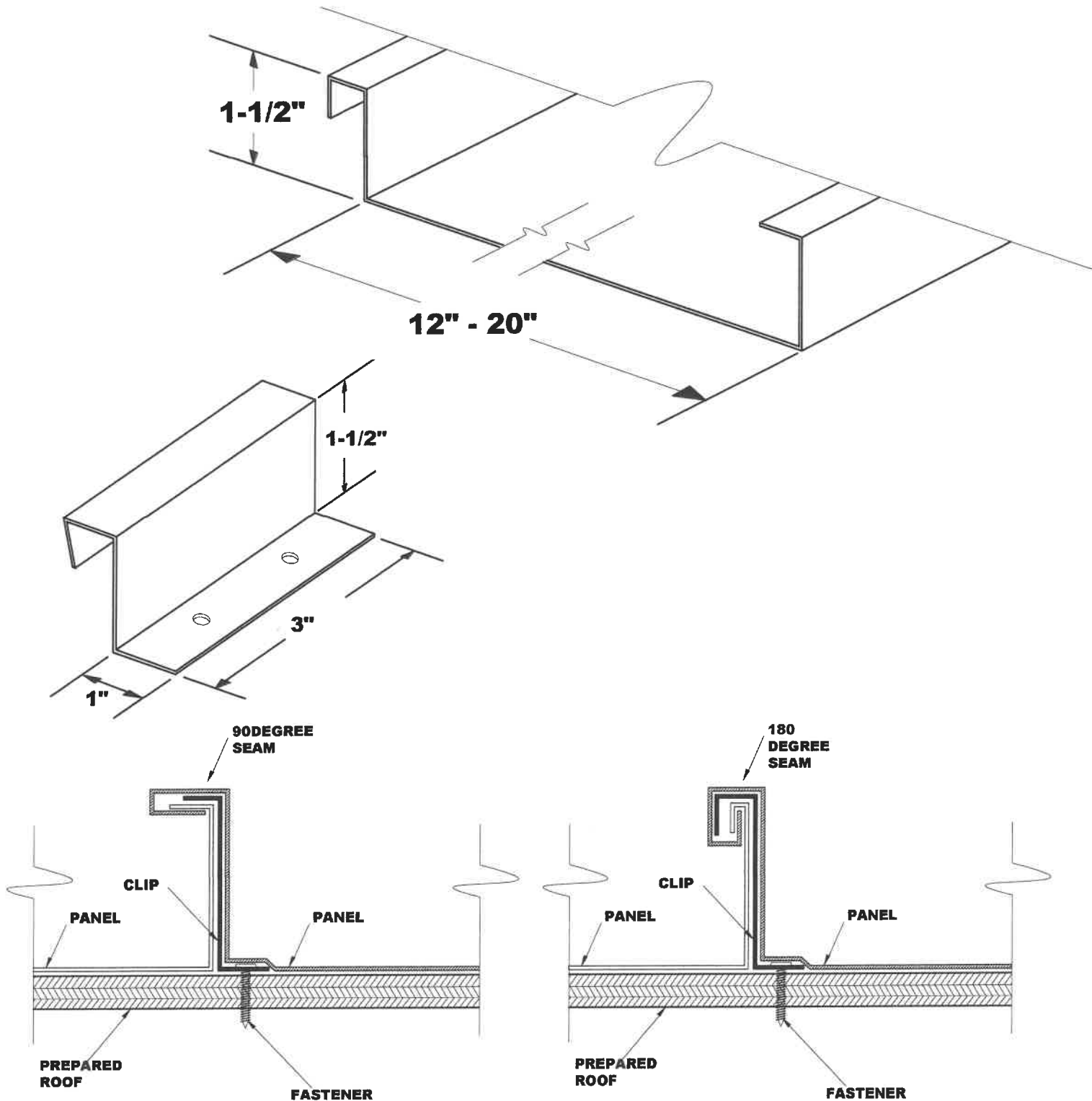
1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. The maximum designed pressure listed herein shall be applicable to all roof pressure zones (i.e. field, perimeters, and corners). Neither rational analysis, nor extrapolation shall be permitted for enhanced fastening at enhanced pressure zones (i.e. perimeters, extended corners and corners).
3. Panels may be rolls formed in continuous lengths from eave to ridge. Maximum lengths shall be as described in Roofing Application Standard RAS 133
4. All panels shall be permanently labeled with the manufacturer's name and/or logo, city and state, and the following statement: "Miami-Dade County Product Control Approved" or with the Miami-Dade County Product Control Seal as seen below. All clips shall be permanently labeled with the manufacturer's name and/or logo, and/or model.



5. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.
6. Panels may be jobsite roll formed with machine model #'s **S#8510804, S#10220207, S#2050711, S#2751012, S#9291105, and S#3270414** from Gulf Coast Supply Rollformer Association.



PROFILE DRAWINGS



END OF THIS ACCEPTANCE



NOA No.: 19-0814.04
Expiration Date: 10/02/24
Approval Date: 09/19/19
Page 5 of 5

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:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.: _____
(where applicable)



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

NOTICE OF SOLICITATION ITB #2022B-011

LIBRARY METAL ROOF REPLACEMENT

ITB SUBMISSION DATE: May 25, 2022, at 2:00 P.M.

The Village of Palm Springs is seeking Bids from qualified contractors to reroof the Village Public Library Building at the Village Municipal Complex, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning April 28, 2022. The Village of Palm Springs utilizes electronic online services for notification and distribution of its Solicitation documents. The Village's Solicitation information can be obtained from (a) the DemandStar website – www.Demandstar.com; (b) Purchasing webpage on the Village of Palm Springs – www.vpsfl.org.

Sealed Bid packages must be clearly marked **“INVITATION TO BID NO. 2022B-011, Library Metal Roof Replacement Project”** and delivered to the Village of Palm Springs Village Clerk's Office, 226 Cypress Lane, Palm Springs, Florida 33461. Bidders shall submit one (1) original and one (1) complete copy of the Bid Document. The deadline for submission of Bids is May 25, 2022, at 2:00 p.m. local time. At 2:30 p.m. (Half-Hour Later), the Bids will be publicly opened. Late Bids will not be accepted and will be returned to the sender unopened.

A Pre-Bid Conference will be held for this solicitation at 10:00 a.m. local time on May 10, 2022. Attendance at the pre-bid conference is **not** mandatory.

Non-Mandatory Pre-Bid Conference – May 10, 2022, at 10:00 a.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://attendee.gotowebinar.com/register/3254983650270128144>
Web ID# 390-821-875
- Phone: United States 1 (415) 655-0052 Web ID# 404-949-440

Bid Opening – May 25, 2022, at 2:30 p.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://attendee.gotowebinar.com/register/7421026610843762701>
Web ID# 283-061-123
- Phone: United States 1 (631) 992-3221 Web ID# 718-093-049



Any questions regarding the specifications and solicitation process must be submitted in writing to the Procurement Specialist at procurement@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on May 20, 2022, at 5:00 p.m. local time.

The Village of Palm Springs is exempt from Federal and State Taxes for tangible personal property tax.

The Village of Palm Springs reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

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**

Publication: **DemandStar, Lake Worth Herald, and Village of Palm Springs website**

Date: **April 28, 2022**

+ + END OF ADVERTISEMENT FOR BIDS + +



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

INVITATION TO BID

ITB #2022B-011	TITLE: Library Metal Roof Replacement
CONTACT PERSON: Theresa L. Gonzalez	PHONE: (561) 584-8200 Ext. 8447
E-MAIL: procurement@vpsfl.org	

To ensure that your offer is considered, it must be received in the Village of Palm Springs Clerks Office no later than 2:00 P.M., PALM BEACH COUNTY LOCAL TIME, by the submission date. Offers received after this time will not be considered.

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this ITB solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions, and requirements in these documents.

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between the Village of Palm Springs (referred to as Village) and Bidder.

1. CONE OF SILENCE

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 and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". 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.

2. ADDENDUM

The Village may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

3. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

4. CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

5. WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Bid opening date may withdraw a Bid. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.



6. CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7. PAYMENT TERMS

It is the policy of the Village of Palm Springs that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

8. DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

9. PREPARATION OF BIDS

- (a) The Bid forms define requirements of items to be purchased and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use a typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- (b) An authorized agent of the Bidder's firm must sign the Bid submittal form. Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.
- (c) The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- (d) The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- (e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- (f) Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Village.

11. AWARD OF CONTRACT

- (a) The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.
- (b) The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- (c) The Village reserves the right to negotiate prices with the responsive and responsible low Bidder, provided that the scope of work of this Solicitation remains the same.
- (d) The Bidder's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- (e) The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- (f) Award of this Bid may be predicated on compliance with, and submittal of all required documents as stipulated in the Bid Solicitation.
- (g) The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.
- (h) Following award of the contract, the contract documents shall consist of this ITB, together with all attachments and addenda thereto, and the successful bidder's response, including all attachments thereto.

12. CONTRACT EXTENSION

The Village Manager reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide Village departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.



14. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

15. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

16. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

Shall be in accordance with Section 58-6 of the Village Code.

18. LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

19. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

20. ASSIGNMENTS

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.

21. SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

22. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

23. INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

24. COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an



affidavit under the penalty of perjury, on a form provided by the Village, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

25. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate. In accordance with Section 58-18 of the Purchasing code, modification of contract or change order shall be subject to prior approval by the Village Manager.

26. TERMINATION FOR CONVENIENCE

The Village, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

27. TERMINATION FOR DEFAULT

The Village reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the Village may then terminate the subject contract by providing written notice to the awarded Bidder. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

28. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred as set forth by the Village Code. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

29. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

30. OFFICE OF THE INSPECTOR GENERAL

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.

31. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

32. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Records Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.



33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Palm Springs with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- (a) Use of information only for performing services required by the contract or as required by law.
- (b) Use of appropriate safeguards to prevent non-permitted disclosures.
- (c) Reporting to the Village of Palm Springs any non-permitted use or disclosure.
- (d) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential.
- (e) Making Protected Health Information (PHI) available to the customer.
- (f) Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- (g) Making PHI available to the Village of Palm Springs for an accounting of disclosures; and
- (h) Making internal practices, books, and records related to PHI available to the Village of Palm Springs for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

34. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

35. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

36. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

37. BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

38. SEVERABILITY

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Village.

39. NO THIRD-PARTY BENEFICIARY

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 Village and/or successful vendor.

40. GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

41. ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

42. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Palm Springs complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.



During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

43. AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

44. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

45. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

46. MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

47. PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the Village. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

48. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

49. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be a public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Village will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Village's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Village's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

50. CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of Palm Springs. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct, or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

51. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.



52. OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

53. COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

54. FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Village reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Village in accordance with the contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Village as a result of having to secure the services of another vendor.

55. CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect the Village may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

56. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

57. OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

58. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

59. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each Village department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by- department basis.

60. TAXES

The Village of Palm Springs is exempt from Federal and State taxes for tangible personal property.

61. BIDDER'S COSTS

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.



62. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

63. FORCE MAJEURE

The Village and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- (a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- (b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- (c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- (d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

64. NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 4:30 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Bidder and the Village of Palm Springs.

65. POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the Village reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category, or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

66. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

67. PURCHASE ORDER

The Village will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

68. DELIVERIES

Deliveries are to be made Monday through Friday, excluding Village holidays, unless otherwise stipulated.

69. SALES PROMOTIONS / PRICE REDUCTIONS

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the Village the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the Village. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract.



70. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, effective January 1, 2021, Vendor shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement.
- (d) Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes Vendor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.



SPECIAL CONDITIONS

71. PURPOSE

The purpose of this Solicitation is to obtain bids from contractors to **replace the Village Public Library roof with a new metal seam roof**, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

72. TERM OF CONTRACT

The work shall be substantially complete within 90 days from the Notice-to-Proceed and finally complete within 105 days from the Notice-to-Proceed.

73. EQUAL PRODUCTS

Only the referenced manufacturers will be considered unless noted otherwise in the technical specifications.

74. INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Finance Department and approved.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of Palm Springs shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The awarded Bidder must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- (a) Workers' Compensation Insurance – as required by law.
- (b) Employer's Liability Insurance - \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease
- (c) Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- (d) Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Finance Department, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

75. CERTIFICATIONS

Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the Village may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the Village during the evaluation period.

All architects or engineers on this project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

76. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The awarded Bidder shall submit an invoice to the Village for progress payments for work that has been completed, and has been inspected and accepted by the Village. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.



The Village prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

77. WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Bidder or required in the technical specifications, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

78. PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

79. RELEASE OF CLAIM REQUIRED

The awarded Bidder must provide the Village with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

80. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the Village when making the award in the best interest of the Village. If the Bidder fails to identify any and all sub- contractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the Village.

81. OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.



SCOPE OF WORK AND CONTRACTOR REQUIREMENTS

ITB #2022B-011

Library Metal Roof Replacement Project

SCOPE OF WORK

- A. The proposed work to be performed consists of replacing approximately 12,800 square feet (128 Squares) of the existing painted sloped metal seam roof system with a new metal seam roof system in an anodized aluminum or mill finish. The project is located at the Village of Palm Springs Public Library at 217 Cypress Lane, Palm Springs, FL 33461. Actual roof area quantity shall be field verified by the Contractor prior to bid. This project will include the following tasks:
- a. Prior to the commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit from the Village of Palm Springs Building Department.
 - b. Removal of the existing roof system down to wood deck.
 - c. Installation of a new sloped roof system, including new underlayment, new 26 gauge standing seam panels, and any necessary flashings and drip edge material(s) for a complete roofing system.
 - i. The Contractor shall replace any existing drip edge, flashing, and counter-flashing material, valley metal, hip and ridge flashing, using at least 26-gauge Galvanized sheet metal in the new installation. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. Stucco repair as necessary is included.
 - ii. All existing roof decking which is deteriorated/damaged and unsuitable as new roof substrate should be replaced and installed to meet code. Proposal shall include all costs and materials to replace damaged wood decking and supporting substrates as required. Any necessary re-nailing to meet code of existing decking that is not damaged is also included in this scope.
 - iii. Replace all damaged 2 x P.T. pine fascia and sub-fascia (if existing) as necessary/required. Proposal shall include all costs to replace any and all deteriorated/damaged fascia/sub-fascia boards.
 - iv. Replace VTR lead stack flashing and 26 Gauge Galvalume sheet metal roof jacks at existing locations.
 - v. Installation of roofing system should be in such a way as to avoid leaving open areas exposed to the elements. Any areas not completed by the end of the workday should be temporarily covered/sealed to prevent damage to any interior building elements.
 - vi. All materials shall be installed according to manufacturers' specifications.
 - d. Replacement of flat roof system along the top of the clerestory walls, front, and rear entryway roofs.



- i. Replace the flat roof with a three-ply SA modified system with a 20-year specification
 - ii. The Contractor shall replace any existing drip edge, flashing and counter-flashing material, using at least 26-gauge Galvanized sheet metal in the new installation. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. Stucco if necessary
 - iii. The Contractor shall install the materials in a continuous fashion, free of any gaps and voids. Any areas not completed should be temporarily covered/sealed to avoid any water intrusion that can possibly damage interior finishes.
 - iv. Installation of the insulation and membrane materials shall be completed in a manner which promotes proper drainage to keep the roof free from standing water.
 - v. All materials shall be installed according to manufacturers' specifications.
- e. The Contractor will be required to hold a pre-construction meeting with the Village. Additional meetings may be requested by either the Village or the Contractor in order to discuss the progress of the project.
- B. The Contractor will be responsible for acquiring all required permits and calling for inspections from any and all agencies having jurisdiction. The Contractor will be responsible, at no additional cost to the Village, for completing any changes necessary for the plans to be approved and permits to be issued by the approving agency.
- C. All work must be performed between the hours of 7:00 AM to 6:00 PM, Monday through Friday. Saturdays, all work must be performed between the hours of 9:00 a.m. to 5:00 p.m. No work shall be performed on Sundays unless specifically indicated otherwise in writing and approved by the Village.
- D. The Contractor shall be responsible for the disposal of all work-related debris in a safe and legal manner offsite. The Contractor shall not utilize the Village's trash containers or dumpsters for any work-related debris or trash.
- E. The Contractor shall operate in a safe manner and observe all OSHA guidelines.
- F. The Contractor shall provide any and all manuals and/or warranty information related to the project to the Village upon completion of the project.

CONTRACTOR REQUIREMENTS

Each bidder shall provide the following as part of their proposal:

- 1. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose in a timely manner and within budget.
- 2. The Contractor will provide technical specifications for the roof system included in the proposal. These details are to include the following information:
 - a. Type of roof system proposed.
 - b. Application techniques to be utilized.



3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work and a description of the overall project approach.
4. Provide a minimum of four (4) client references from past projects, including current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.

WARRANTY

- A. The Contactor shall provide a minimum three (3) year warranty on labor and material and a minimum twenty (20) year manufacturers' warranty for the roofing system.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**



BID SUBMITTAL SIGNATURE PAGE
ITB #2022B-011

LIBRARY METAL ROOF REPLACEMENT PROJECT COST PROPOSAL	
ITEM	BID AMOUNT
New Library Roof	\$
Allowance	\$2,500
TOTAL BID AMOUNT	\$

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Sloped Metal Roofing System Proposed _____

Flat Roofing System Proposed _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR ITB)

By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's ITB solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

FIRM NAME: (Enter the entire legal name of the quoting entity)

DATE:

*** SIGNATURE:** _____

PRINT NAME: _____

PRINT TITLE: _____

ADDRESS: _____

CITY / STATE: _____ ZIP CODE: _____

TELEPHONE # ()

E-MAIL: _____

TOLL FREE # ()

FAX #: ()

APPLICABLE
LICENSE(S)
NUMBER # _____ TYPE: _____

FEDERAL ID # _____



**ACKNOWLEDGEMENT OF ADDENDA
ITB #2022B-011**

LIBRARY METAL ROOF REPLACEMENT PROJECT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

Firm Name

Signature

Name and Title (Print or Type)

Date



AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Bid Submittal Signature Page
- b. Acknowledgement of Addenda
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit
- h. References
- i. Descriptions of past projects of similar scope, size, and purpose
- j. Description and technical specifications of proposed roofing system
- k. All other forms as required

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

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

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

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

Acknowledged by: _____

Firm Name: _____

Signature: _____

Name and Title (Print or Type): _____

Date: _____

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by: _____

Firm Name: _____

Signature: _____

Name and Title (Print or Type): _____

Date: _____



**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records
Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Palm Springs in order to perform the service. Upon request from the Village of Palm Springs' custodian of public records, Contractor shall provide the Village of Palm Springs with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the Village of Palm Springs, Contractor upon completion of the contract, shall transfer, at no cost, to the Village of Palm Springs all public records in possession of the Contractor or keep and maintain public records required by the Village of Palm Springs in order to perform the service. If the Contractor transfers all public records to the Village of Palm Springs 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 of Palm Springs, upon request from the Village of Palm Springs' custodian of public records, in a format that is compatible with the information technology systems of the Village of Palm Springs.

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 561-584-8200 ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date



DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by: _____

Firm Name: _____

Signature: _____

Name and Title (Print or Type): _____

Date: _____

**NON-COLLUSION AFFIDAVIT**

STATE OF _____ COUNTY OF _____

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

a. He / She is _____ of _____, the
Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He / She is fully informed respecting the preparation and contents of the attached Request for
Bids, and of all pertinent circumstances respecting such Solicitation. Such Bid is genuine and is not a
collusive or sham Bid.

c. 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 Solicitation and contract for which the attached Bid has been submitted or to refrain fr
om proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to
fix the price or prices in the attached Bid or 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, connivan
ce, or unlawful agreement any advantage against the Village or any person interested in the proposed
contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by
_____, who is personally known to me or who has produced
_____ as identification.

SEAL

Notary Signature _____ Notary Name: _____

Notary Public (State): _____

My Commission No: _____ Expires on: _____



REFERENCES

BIDDER to identify a minimum of four (4) satisfactory references that are for similar work. Similar shall refer to: reroofing of flat roofs of similar size, scope, cost, and complexity completed within the last five (5) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the four (4) satisfactory references for similar work, a minimum of two (2) shall be from the past two years.** The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

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

1) Project Name:

Owner/Entity Name:

Address:

City, State, Zip:

Owner Contact: _____ Title: _____ Phone No.: _____

Start Date of Project:

Completion Date of Project:

Summary of Project:

2) Project Name:

Owner/Entity Name:

Address:

City, State, Zip:

Owner Contact: _____ Title: _____ Phone No.: _____

Start Date of Project:

Completion Date of Project:

Summary of Project:



3) Project Name:

Owner/Entity Name:

Address:

City, State, Zip:

Owner Contact: _____ Title: _____ Phone No.: _____

Start Date of Project:

Completion Date of Project:

Summary of Project:

4) Project Name:

Owner/Entity Name:

Address:

City, State, Zip:

Owner Contact: _____ Title: _____ Phone No.: _____

Start Date of Project:

Completion Date of Project:

Summary of Project:



Village of Palm Springs

PUBLIC WORKS DEPARTMENT

Library Metal Roof Replacement Addendum No. 1 May 13, 2022

BIDS DUE: 2:00 PM, Local Time, May 25, 2022

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 **Library Metal Roof Replacement** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. N/A

IN THE SPECIFICATIONS

1. See response to bidder's questions.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2022.

Bidder

By

Addendum No. 1

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 FLAT ROOF PHOTOS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

- Question 1:* The bid documents provided by demand star specify “standing seam panels” for the metal roof system. Currently the roof is a 36” wide rib style panel system. Will the Village accept a “like for like” roof system vs the standing seam system specified which is significantly higher priced?
- Response 1:** Yes, the Village will accept a 36” wide rib style panel system in lieu of the specified standing seam system.
- Question 2:* Is there any bid bond required? The documents do not show any.
- Response 2:** The Village will not require a bid or any other bond on this project.
- Question 3:* Scope of work discusses insulation to be installed: Could you please elaborate on that item.
- Response 3:** There is a relatively flat roof overhang at the south entrance of the library that is part of this scope of work, that will require positive drainage away from the building. The selected roofing company will need to provide the appropriate roofing underlayment to achieve the necessary slope, which may include Styrofoam insulation board, or other acceptable means approved by the roofing material manufacturer. All the materials proposed, whether it includes sloped insulation board or not, will need to be included and called out in the submittal package at bid due time. A formal package will be submitted after contract award to the building department for permit issuance.
- Question 4:* Can the staff confirm the presence of plywood decking right under the existing metal panels.
- Response 4:** The building has experienced several expansions over the years so it is difficult to ascertain the entire roof area composition, but the decking appears to be 2” x 6” Tongue and Groove for the most part if not all, but the bidder should anticipate also possibly encountering plywood or similar decking. The bidder is encouraged to perform a scheduled site visit to inspect the project with the understanding that no project related communication is allowed with staff while under the “cone of silence”. All visit requests shall be performed through the Village’s procurement specialist.
- Question 5:* Existing gutters will be removed: Is installing new ones part of this contract?
- Response 5:** No, replacement of gutters will not be part of this contract.
- Question 6:* Cannot tell how many lineal feet of either damaged fascia & flashings are in need of replacing: Can the Village ask for a price per l.f. for each to included in the bid.
- Response 6:** The bidder should include in his price the first 50 L.F. of fascia and sub-fascia board. They should provide a L.F. price for any amounts beyond the first 50 L.F. of each. All flashing shall be included in the bid price. All roof vent flashing shall be new and included in the bid price.
- Question 7:* Some Oak tree branches are directly over the roof, who is responsible for their removal?
- Response 7:** Village staff will be responsible for removing any tree branches that are in the way.
- Question 8:* Is it safe to say: The new color will be the same as surrounding roofs?
- Response 8:** No. The roof panels shall come with a galvanized mill finish.
- Question 9:* Is there a flat roof section at the library

Response 9: The south entrance to the library has a flat roof overhang slightly pitch away from the building.

Question 10: Can a site visit be schedule and when?

Response 10: Site visits can be scheduled through the procurement specialist from M-F, 8:00 Am - 3:00 Pm up through the deadline for questions submission date of May 20, 2022. During this time, there is a "cone of silence" and no questions should be directed to any Village staff except through the procurement specialist at procurement@vpsfl.org.

Question 11: There is no mention of Flat roof in bid docs, it is to be included, correct?

Response 11: There is a flat roof overhang at the south entrance to the library and should be included in the roofing replacement work.

Question 12: Is the metal going to be painted, similar to what is there, or just galvanized?

Response 12: Just galvanized.

Question 13: Is there any gutter work to be done?

Response 13: See response #5

Question 14: Do you want the old, removed metal for other uses or do we dispose of it?

Response 14: All roofing materials removed shall be disposed by the Contractor offsite. All costs associated with disposal of materials shall be included in the bid.

Question 15: What type of deck is under the flat roof?

Response 15: Appears to be metal decking. Bidder is encouraged to field verify all work areas.

Question 16: Do you want any insulation on the flat roof?

Response 16: Only as required as part of an approved roofing system to provide positive water flow away from the building. The Contractor should follow the manufacturer's recommendations and eliminate any possibility of ponding water or negative water flow towards the building.

Question 17: What is the distance between the library from any bodies of salt water? In order to get a 20-year NDL Manufacture Warranty there has to be at least 1500 ft between the ocean and building, in reference to the metal material requested.

Response 17: The library is located at 217 Cypress Ln, Palm Springs, Fl. 33461. It is more than 1500 Ft from the ocean.

Question 18: I need Clarification, in the scope of work it asks for new metal seam roof system in an anodized or mill finish. Then you ask for new 26 gauge Standing Seam panels. In accordance with code, the Manufacturer specifications the metal panels have to be at least 24 ga. If the building is close to salt water the metal panels would need to be at least .032 or .040 aluminum panels. The flashing will also need to be aluminum.

Response 18: 24 ga. is fine. Also see response to question #17 above.

Question 19: We can offer 2 types of standing seams profiles that would meet the warranty and specification for the scope of work. DMC 175 Snap lock or DMC 200 Mechanical panel. The snap lock will cost less. Which system would you prefer. Snap lock seam or mechanical lock seam?

Response 19: We will consider either one as long as it meets the warranty requirements. The bidder should indicate at the time of bid submittal which system they are proposing. We will also consider a 36" wide rib style panel system similar to what is currently installed which meets the warranty requirements.

Question 20: Is there a wind rider to be included with the warranty? What would the wind rider be?

Response 20: No

Question 21: We have received the Notice of Solicitation for IBT#2022B-011, which includes the scope of work. Are there any other complementary documents available for this project?

Response 21: No

Question 22: On pages 14 of 26, the scope of work on section A states, "new metal seam roof system in an anodized aluminum or mill finish" however, section A. c says "new 26 gauge standing seam panels". Could you please confirm which option will be the required metal for the project?

Response 22: See response #19.

Question 23: Are the warranties the same for the flat and metal roofs?

Response 23: Yes

Question 24: In regard to the library reroof, what size panels will the Village require, width that is.

Response 24: The Village is not requiring a specific width.

ATTACHMENT 2

FLAT ROOF PHOTOS





Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

Library Metal Roof Replacement

Addendum No. 2

May 23, 2022

BIDS DUE: 2:00 PM, Local Time, May 25, 2022

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 **Library Metal Roof Replacement** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. N/A

IN THE SPECIFICATIONS

1. N/A

Receipt acknowledged and conditions agreed to the _____ day of _____, 2022.

Bidder

By

Addendum No. 2

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO ADDITIONAL BIDDER QUESTIONS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO ADDITIONAL BIDDER QUESTIONS

RESPONSES TO ADDITIONAL BIDDER QUESTIONS

Question 25: Are we to replace decking that is stained or only what is deteriorated beyond use?

Response 25: Wood decking determined to be deteriorated by inspection will need to be removed and replaced. Decking with water staining does not necessarily disqualify it for reuse. All decking shall be inspected by the Village for deterioration prior to covering. The Village has final say as to determining if decking is considered deteriorated beyond use.

Question 26: Without knowing the amount of damaged wood, is there a square foot quantity that we are to assume for the initial bid? Or can we perhaps submit a bid that does not include replacement of any lumber and instead invoice the city for the lumber as it is replaced?

Response 26: The bid is a lump sum to include all costs associated with the replacement of the existing roof. The bidder should include in his bid costs to replace any and all deteriorated wood encountered during inspections.

**BID SUBMITTAL SIGNATURE PAGE**
ITB #2022B-011

LIBRARY METAL ROOF REPLACEMENT PROJECT COST PROPOSAL	
ITEM	BID AMOUNT
New Library Roof	\$ 79,640.76
Allowance	\$2,500
TOTAL BID AMOUNT	\$82,140.76

Attach technical specifications for all proposed materials as outlined in the Contractor Requirements section of the ITB.

Sloped Metal Roofing System Proposed Gulf Cosast Supply & Manufacturing VersaLoc

Flat Roofing System Proposed _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR ITB)

By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's ITB solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

FIRM NAME: (Enter the entire legal name of the quoting entity)

Pink Eagle Roofing, LLC

DATE:

May 25, 2022

*** SIGNATURE:** _____

PRINT NAME: Crystal J. Wilson

PRINT TITLE: President

ADDRESS: 931 Village Blvd - Suite 905 - 225

CITY / STATE: West Palm Beach, FL

ZIP CODE: 33409

TELEPHONE # (561) 855.7841

TOLL FREE # (772) 486.0580

E-MAIL: crystal@pinkeagleroofing.com

FAX #: (561) 686.1838

APPLICABLE
LICENSE(S)
NUMBER #

CCC 1331845

TYPE: Roofing

FEDERAL ID # 83-2304126



**ACKNOWLEDGEMENT OF ADDENDA
ITB #2022B-011**

LIBRARY METAL ROOF REPLACEMENT PROJECT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated 05 / 13 / 2022

Addendum #2, Dated 05 / 24 / 2022

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

Pink Eagle Roofing, LLC

Firm Name

Signature

Crystal J. Wilson / President

Name and Title (Print or Type)

May 25, 2022

Date



AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- ✓a. Bid Submittal Signature Page
- ✓b. Acknowledgement of Addenda
- ✓c. Conflict of Interest Disclosure Form
- ✓d. Notification of Public Entity Crimes Law
- ✓e. Notification of Public Records Law
- ✓f. Drug-Free Workplace
- ✓g. Non-Collusion Affidavit
- ✓h. References
- ✓i. Descriptions of past projects of similar scope, size, and purpose
- ✓j. Description and technical specifications of proposed roofing system
- ✓k. All other forms as required

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

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

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

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

Acknowledged by: Crystal J. Wilson

Firm Name: Pink Eagle Roofing, LLC

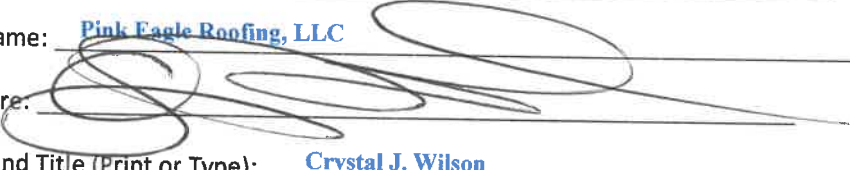
Signature: [Handwritten Signature]

Name and Title (Print or Type): Crystal J. Wilson / President

Date: May 25, 2022

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by: Crystal J. WilsonFirm Name: Pink Eagle Roofing, LLCSignature: Name and Title (Print or Type): Crystal J. WilsonDate: May 25, 2022



**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records
Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Palm Springs in order to perform the service. Upon request from the Village of Palm Springs' custodian of public records, Contractor shall provide the Village of Palm Springs with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the Village of Palm Springs, Contractor upon completion of the contract, shall transfer, at no cost, to the Village of Palm Springs all public records in possession of the Contractor or keep and maintain public records required by the Village of Palm Springs in order to perform the service. If the Contractor transfers all public records to the Village of Palm Springs 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 of Palm Springs, upon request from the Village of Palm Springs' custodian of public records, in a format that is compatible with the information technology systems of the Village of Palm Springs.

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 561-584-8200 ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

Acknowledged by:

Pink Eagle Roofing, LLC

Firm Name

Signature

Crystal J. Wilson / President

Name and Title (Print or Type)

May 25, 2022

Date



DRUG-FREE WORKPLACE

Pink Eagle Roofing, LLC

(Company Name) _____ is a drug-free workplace and has
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by: **Crystal J. Wilson** _____

Firm Name: **Pink Eagle Roofing, LLC** _____

Signature: _____

Name and Title (Print or Type): **Crystal J. Wilson / President** _____

Date: **May 25, 2022** _____



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared CRYSTAL J. WILSON
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

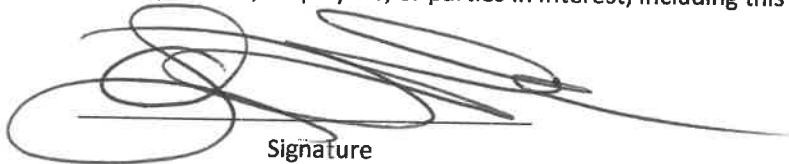
a. He / She is PRESIDENT of Pink Eagle Roofing, LLC the
Bidder that has submitted a Bid to perform work for the following:

ITB No.: ITB #2022B-011 Title: LIBRARY METAL ROOF REPLACEMENT

b. He / She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation. Such Bid is genuine and is not a collusive or sham Bid.

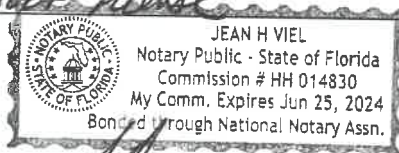
c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or 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 or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Signature

Subscribed and sworn to (or affirmed) before me this 25th day of MAY 2022 by
Crystal J. Wilson who is personally known to me or who has produced
FL Driver License as identification.

SEAL



Notary Signature

Notary Name:

Notary Public (State):

My Commission No:

Expires on:

**REFERENCES**

BIDDER to identify a minimum of four (4) satisfactory references that are for similar work. Similar shall refer to: reroofing of flat roofs of similar size, scope, cost, and complexity completed within the last five (5) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the four (4) satisfactory references for similar work, a minimum of two (2) shall be from the past two years.** The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

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

1) Project Name:

CITY OF WEST PALM BEACH GYMNASIUM FLAT ROOF ADDITION

Owner/Entity Name:

City of West Palm Beach

Address:

521 20TH STREET

City, State, Zip:

WEST PALM BEACH FL 33407Owner Contact: Sandra Hammerstein Title: Compliance Procurement Phone No.: 561-822-1273

Start Date of Project:

10/2021

Completion Date of Project:

Text

Summary of Project:

New Tapered Flat Roof for new construction addition of city gym

2) Project Name:

Wellbrook House Rehabilitation Historic

Owner/Entity Name:

Delray Beach CRA

Address:

20 N. Swinton Avenue

City, State, Zip:

Delray Beach, FL 33444Owner Contact: Christine Tibbs Title: Assistant Director Phone No.: 561-822-1273

Start Date of Project:

09/2021

Completion Date of Project:

Present

Summary of Project:

Two (2) New Flat Roofs and Partial Tile Roof Completion



- 3) Project Name:
RPB Pines Natural Area
- Owner/Entity Name:
Village of Royal Palm Beach
- Address:
110 Natures Way
- City, State, Zip:
Royal Palm Beach, FL 33411
- Owner Contact: John Rock Title: Project Manager Phone No.: 772-286-5123
- Start Date of Project:
05/2021
- Completion Date of Project:
06/2021
- Summary of Project:
Metal Roof Installation x 2
- 4) Project Name:
Palm Beach County Rehab - Residential
- Owner/Entity Name:
Built Solid Construction, LLC
- Address:
205 E. 25th St.
- City, State, Zip:
Riviera Beach, FL 33404
- Owner Contact: Olenza Roberts, Sr. Title: V. President Phone No.: 561.722.7704
- Start Date of Project:
05/2021
- Completion Date of Project:
07/2021
- Summary of Project:
4407 Cambridge St. - WPB - | 8105 Chatuga | Lake Worth 33467 - 2 metal roof installations



Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

Library Metal Roof Replacement

Addendum No. 2

May 23, 2022

BIDS DUE: 2:00 PM, Local Time, May 25, 2022

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 **Library Metal Roof Replacement** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. N/A

IN THE SPECIFICATIONS

1. N/A

Receipt acknowledged and conditions agreed to the 24 day of May, 2022.

Pink Eagle Roofing, LLC

Bidder

Crystal J. Wilson

By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO ADDITIONAL BIDDER QUESTIONS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO ADDITIONAL BIDDER QUESTIONS



Village of Palm Springs

PUBLIC WORKS DEPARTMENT

Library Metal Roof Replacement

Addendum No. 1

May 13, 2022

BIDS DUE: 2:00 PM, Local Time, May 25, 2022

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 **Library Metal Roof Replacement** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. N/A

IN THE SPECIFICATIONS

1. See response to bidder's questions.

Receipt acknowledged and conditions agreed to the 13th day of May, 2022.

Pink Eagle Roofing, LLC

Crystal J. Wilson

Bidder

By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 FLAT ROOF PHOTOS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: The bid documents provided by demand star specify "standing seam panels" for the metal roof system. Currently the roof is a 36" wide rib style panel system. Will the Village accept a "like for like" roof system vs the standing seam system specified which is significantly higher priced?

Response 1: Yes, the Village will accept a 36" wide rib style panel system in lieu of the specified standing seam system.

Question 2: Is there any bid bond required? The documents do not show any.

Response 2: The Village will not require a bid or any other bond on this project.

Question 3: Scope of work discusses insulation to be installed: Could you please elaborate on that item.

Response 3: There is a relatively flat roof overhang at the south entrance of the library that is part of this scope of work, that will require positive drainage away from the building. The selected roofing company will need to provide the appropriate roofing underlayment to achieve the necessary slope, which may include Styrofoam insulation board, or other acceptable means approved by the roofing material manufacturer. All the materials proposed, whether it includes sloped insulation board or not, will need to be included and called out in the submittal package at bid due time. A formal package will be submitted after contract award to the building department for permit issuance.

Question 4: Can the staff confirm the presence of plywood decking right under the existing metal panels.

Response 4: The building has experienced several expansions over the years so it is difficult to ascertain the entire roof area composition, but the decking appears to be 2" x 6" Tongue and Groove for the most part if not all, but the bidder should anticipate also possibly encountering plywood or similar decking. The bidder is encouraged to perform a scheduled site visit to inspect the project with the understanding that no project related communication is allowed with staff while under the "cone of silence". All visit requests shall be performed through the Village's procurement specialist.

Question 5: Existing gutters will be removed: Is installing new ones part of this contract?

Response 5: No, replacement of gutters will not be part of this contract.

Question 6: Cannot tell how many lineal feet of either damaged fascia & flashings are in need of replacing: Can the Village ask for a price per l.f. for each to included in the bid.

Response 6: The bidder should include in his price the first 50 L.F. of fascia and sub-fascia board. They should provide a L.F. price for any amounts beyond the first 50 L.F. of each. All flashing shall be included in the bid price. All roof vent flashing shall be new and included in the bid price.

Question 7: Some Oak tree branches are directly over the roof, who is responsible for their removal?

Response 7: Village staff will be responsible for removing any tree branches that are in the way.

Question 8: Is it safe to say: The new color will be the same as surrounding roofs?

Response 8: No. The roof panels shall come with a galvanized mill finish.

Question 9: Is there a flat roof section at the library

Response 9: The south entrance to the library has a flat roof overhang slightly pitch away from the building.

Question 10: Can a site visit be schedule and when?

Response 10: Site visits can be scheduled through the procurement specialist from M-F, 8:00 Am - 3:00 Pm up through the deadline for questions submission date of May 20, 2022. During this time, there is a "cone of silence" and no questions should be directed to any Village staff except through the procurement specialist at procurement@vpsfl.org.

Question 11: There is no mention of Flat roof in bid docs, it is to be included, correct?

Response 11: There is a flat roof overhang at the south entrance to the library and should be included in the roofing replacement work.

Question 12: Is the metal going to be painted, similar to what is there, or just galvanized?

Response 12: Just galvanized.

Question 13: Is there any gutter work to be done?

Response 13: See response #5

Question 14: Do you want the old, removed metal for other uses or do we dispose of it?

Response 14: All roofing materials removed shall be disposed by the Contractor offsite. All costs associated with disposal of materials shall be included in the bid.

Question 15: What type of deck is under the flat roof?

Response 15: Appears to be metal decking. Bidder is encouraged to field verify all work areas.

Question 16: Do you want any insulation on the flat roof?

Response 16: Only as required as part of an approved roofing system to provide positive water flow away from the building. The Contractor should follow the manufacturer's recommendations and eliminate any possibility of ponding water or negative water flow towards the building.

Question 17: What is the distance between the library from any bodies of salt water? In order to get a 20-year NDL Manufacture Warranty there has to be at least 1500 ft between the ocean and building, in reference to the metal material requested.

Response 17: The library is located at 217 Cypress Ln, Palm Springs, FL. 33461. It is more than 1500 Ft from the ocean.

Question 18: I need Clarification, in the scope of work it asks for new metal seam roof system in an anodized or mill finish. Then you ask for new 26 gauge Standing Seam panels. In accordance with code, the Manufacturer specifications the metal panels have to be at least 24 ga. If the building is close to salt water the metal panels would need to be at least .032 or .040 aluminum panels. The flashing will also need to be aluminum.

Response 18: 24 ga. is fine. Also see response to question #17 above.

Question 19: We can offer 2 types of standing seams profiles that would meet the warranty and specification for the scope of work. DMC 175 Snap lock or DMC 200 Mechanical panel. The snap lock will cost less. Which system would you prefer. Snap lock seam or mechanical lock seam?

Response 19: We will consider either one as long as it meets the warranty requirements. The bidder should indicate at the time of bid submittal which system they are proposing. We will also consider a 36" wide rib style panel system similar to what is currently installed which meets the warranty requirements.

Question 20: Is there a wind rider to be included with the warranty? What would the wind rider be?

Response 20: No

Question 21: We have received the Notice of Solicitation for IBT#2022B-011, which includes the scope of work. Are there any other complementary documents available for this project?

Response 21: No

Question 22: On pages 14 of 26, the scope of work on section A states, "new metal seam roof system in an anodized aluminum or mill finish" however, section A. c says "new 26 gauge standing seam panels". Could you please confirm which option will be the required metal for the project?

Response 22: See response #19.

Question 23: Are the warranties the same for the flat and metal roofs?

Response 23: Yes

Question 24: In regard to the library reroof, what size panels will the Village require, width that is.

Response 24: The Village is not requiring a specific width.

RESPONSES TO ADDITIONAL BIDDER QUESTIONS

Question 25: Are we to replace decking that is stained or only what is deteriorated beyond use?

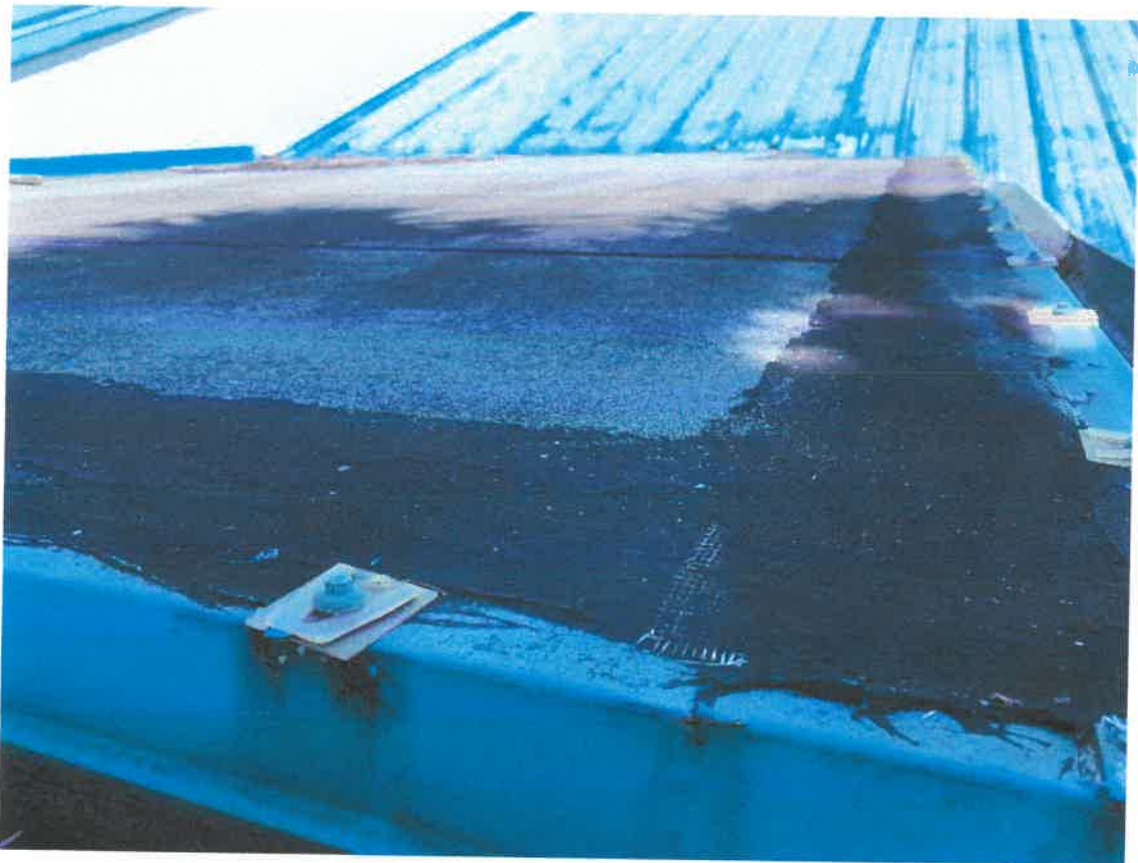
Response 25: Wood decking determined to be deteriorated by inspection will need to be removed and replaced. Decking with water staining does not necessarily disqualify it for reuse. All decking shall be inspected by the Village for deterioration prior to covering. The Village has final say as to determining if decking is considered deteriorated beyond use.

Question 26: Without knowing the amount of damaged wood, is there a square foot quantity that we are to assume for the initial bid? Or can we perhaps submit a bid that does not include replacement of any lumber and instead invoice the city for the lumber as it is replaced?

Response 26: The bid is a lump sum to include all costs associated with the replacement of the existing roof. The bidder should include in his bid costs to replace any and all deteriorated wood encountered during inspections.

ATTACHMENT 2

FLAT ROOF PHOTOS



PINK EAGLE ROOFING

931 Village Boulevard | Suite 905-225 | West Palm Beach, Florida 33409
O: 561.855.7841 | M: 772.486.0580 | crystal@pinkeagleroofing.com
Insured | Licensed | CCC#1331845 | 100% FINANCING OPTIONS AVAILABLE

PROJECT INFORMATION			
NAME	Village of Palm Springs	SITE ADDRESS	Library Metal Roof Replacement
SUBJECT	Contractor Requirements		

1. Contractor anticipates completing the Metal and flat roof decks within 45 days of permit receipt.
2. Contractor will utilize current 2020 FL Building Code techniques per the product approval for both slope and flat roofs. Contractor will not deter from manufacturer installation requirements.
3. Client references attached.

AUTHORIZED SIGNATURE (CONTRACTOR):

By: _____ Print: CRYSTAL J. WILSON



HEM: 21

PANEL WIDTH LINEAR FOOTAGE

16.000" 10013'-9"

	MAIN ROOF PITCH	SECONDARY
1	10°	10°
2	10°	10°
3	10°	10°
4	10°	10°
5	10°	10°
6	10°	10°
7	10°	10°
8	10°	10°
9	10°	10°
10	10°	10°
11	10°	10°
12	10°	10°
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96	10°	10°
97	10°	10°
98	10°	10°
99	10°	10°
100	10°	10°

4/12 N/A

PANEL AREA ROOF AREA

133.6 130.0

FLAT AREA ESTIMATED WASTE

0.0 3%

RIM TYPE	TOTAL LENGTH	NUMBER OF PIECES
EAVE DRIP	440	44
VALLEY	20	2
GABLE RAKE	360	36
YING GABLE	0	0
HIP CAP	0	0
RIDGE CAP	130	13
END-WALL	140	14
SIDE-WALL	160	16
TRANSITION	20	2
HIGH SIDE	110	11
CHIMNEY	0	0
CORNER	0	0
BASE DRIP	0	0
DRIP CAP	0	0
CHANNEL	0	0

SALES REP: PM

Not to Scale. Inform



SEND US THE ADDRESS, WE'LL DO THE REST

ADDRESS: 217 Cypress Lane

ESTIMATE #: QQ-00038938

CAD TECH: AS

PROFILE: Versaloc

HEM: 2"

ROOF DETAILS

PANEL WIDTH LINEAR FOOTAGE

16.000" 10013'-9"

[illegible]

4/12 N/A

PANEL AREA ROOF AREA

133.6 130.0

FLAT AREA ESTIMATED WASTE

0.0 3%

	TRIM TYPE	TOTAL LENGTH	NUMBER OF PIECES
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
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67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
71	71	71	71
72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
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81	81	81	81
82	82	82	82
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94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

EAVE DRIP	440	44
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VALLEY 20 2

GABLE RAKE	360	36
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FLYING GABLE 0 0

HIP CAP	0	0
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DGE CAP	130	13
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END-WALL	140	14
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SIDE-WALL 160 16

TRANSITION	20	2
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HIGH SIDE 110 11

CHIMNEY 0 0

CORNER 0 0

BASE DRIP 0 0

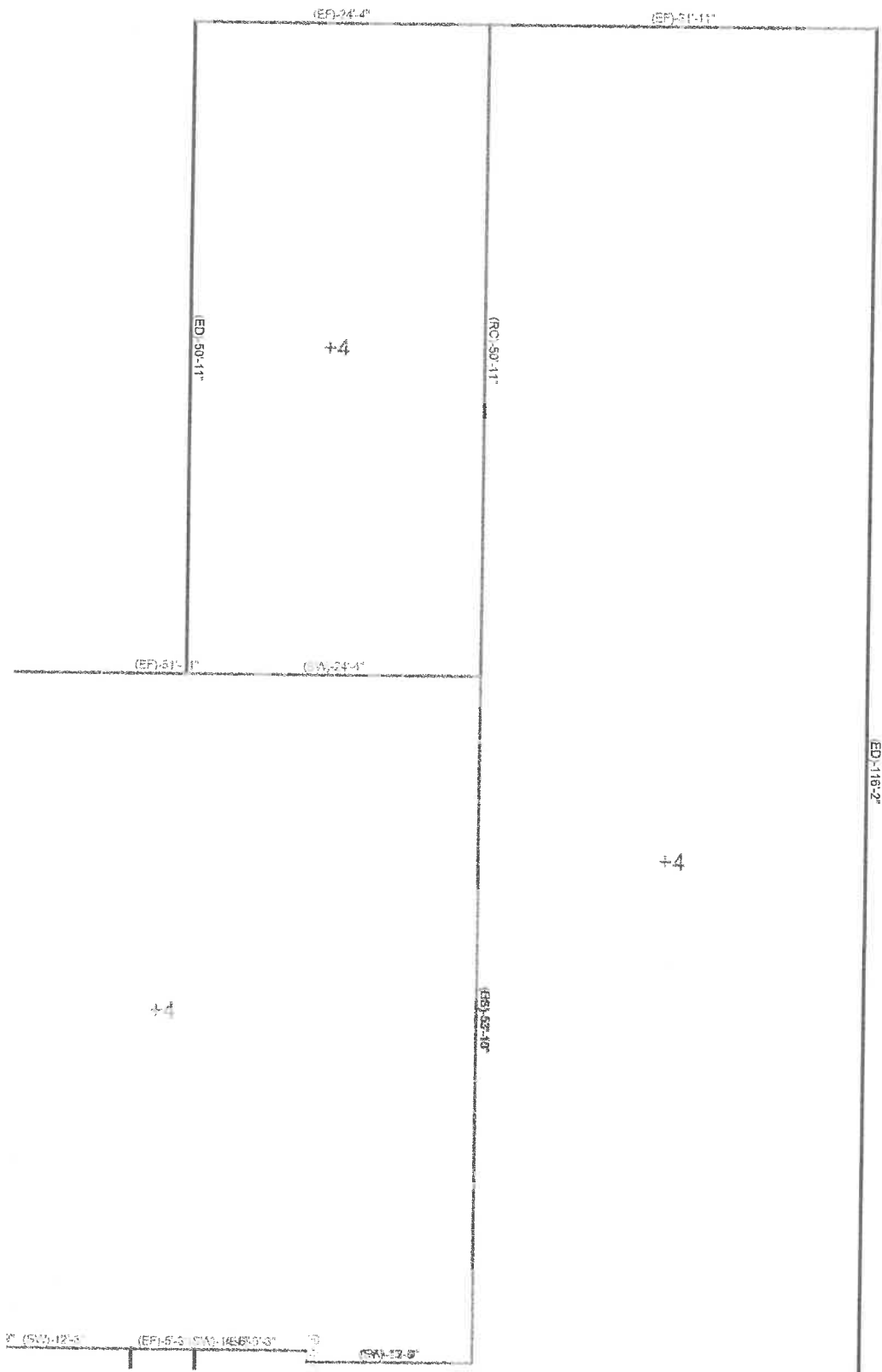
DRIP CAP 0 0

J CHANNEL 0 0

JOB: 217 CYPRESS LANE

SALES REP: PM

Not to Scale. Inform



Flat Roof



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION

11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786)315-2590 F (786) 315-2599

www.miamidade.gov/economy

GAF

1 Campus Drive
Parsippany, NJ 07054

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: GAF Ruberoid® Modified Bitumen Roof System for Wood Decks.

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews and revises NOA No. 15-1020.01 and consists of pages 1 through 67.
The submitted documentation was reviewed by Jorge L. Acebo.



NOA No.: 18-0919.12
Expiration Date: 11/06/23
Approval Date: 11/01/18
Page 1 of 67

Membrane Type: SBS/SBS Cold Applied

Deck Type 1: Wood, Non-insulated

Deck Description: Min. 19/32" or greater plywood or wood plank secured 6 in. o.c. with 8d ring shank nails to supports spaced 24 in. o.c. max.

System Type E(1): Anchor sheet is mechanically attached to roof deck. (Non-insulated systems)

All General and System Limitations shall apply.

Fire Barrier: FireOut™ Fire Barrier Coating, VersaShield® Fire-Resistant Roof Deck Protection, VersaShield® Solo™ Fire-Resistant Slip Sheet, DensDeck® Roof Board, SECUROCK® Gypsum-Fiber Roof Board, or SECUROCK Glass-Mat Roof Board.

Base sheet: GAFGLAS® #80 Ultima™ Base Sheet, GAFGLAS® Stratavent® Nailable Venting Base Sheet, Ruberoid® 20 Smooth, Ruberoid® HW Smooth or Ruberoid® HW 25 Smooth base sheet mechanically fastened to deck as described below:

Fastening Option #1: GAFGLAS® Ply 4, Tri-Ply® Ply 4 Ply Sheet, GAFGLAS® FlexPly™ 6, GAFGLAS® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with approved annular ring shank nails and tin caps at a fastener spacing of 9" o.c. at the lap staggered and in two rows 18" o.c. in the field.
Not for use with DensDeck or SECUROCK Fire Barrier
(Maximum Design Pressure –45 psf. See General Limitation #9)

Fastening Option #2: GAFGLAS® Ply 4, Tri-Ply® Ply 4 Ply Sheet, GAFGLAS® FlexPly™ 6, GAFGLAS® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with Drill-Tec™ #12 Fastener or Drill-Tec™ #14 Fastener and Drill-Tec™ 3" Steel Plate, Drill-Tec™ AccuTrac® Flat Plate or Drill-Tec™ AccuTrac® Recessed Plate installed 12" o.c. in 3 rows. One row is in the 2" side lap. The other rows are equally spaced approximately 12" o.c. in the field of the sheet.
(Maximum Design Pressure –45 psf. See General Limitation #9)

Fastening Option #3: GAFGLAS® FlexPly™ 6, GAFGLAS® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with approved annular ring shank nails and tin caps at a fastener spacing of 9" o.c. at the 4" lap staggered and in two rows 9" o.c. in the field.
Not for use with DensDeck or SECUROCK Fire Barrier
(Maximum Design Pressure –52.5 psf. See General Limitation #7)

Fastening Option #4: GAFGLAS® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with Drill-Tec™ #12 Fastener or Drill-Tec™ #14 Fastener and Drill-Tec™ 3" Steel Plate, Drill-Tec™ AccuTrac® Flat Plate or Drill-Tec™ AccuTrac® Recessed Plate installed 12" o.c. in 4 rows. One row is in the 2" side lap. The other rows are equally spaced approximately 9" o.c. in the field of the sheet.
(Maximum Design Pressure –45 psf. See General Limitation #9)

Fastening Option #5: GAFGLAS® #80 Ultima™ Base Sheet, Ruberoid® 20 Smooth, Ruberoid® Mop Smooth base sheet attached to deck approved annular ring shank nails and 3" inverted Drill-Tec™ 3" Steel Plate at a fastener spacing of 9" o.c. at the 4" lap staggered in two rows 9" in the field.
Not for use with DensDeck or SECUROCK Fire Barrier
(Maximum Design Pressure –60 psf. See General Limitation #7)

**Fastening
Option #6:**

GAFGLAS® #75 Base Sheet, Tri-Ply® #75 Base Sheet or any of above base sheets attached to deck with Drill-Tec™ #12 Fastener or Drill-Tec™ #14 Fastener and Drill-Tec™ 3" Steel Plate, Drill-Tec™ AccuTrac® Flat Plate or Drill-Tec™ AccuTrac® Recessed Plate installed 8" o.c. in 4 rows. One row is in the 2" side lap. The other rows are equally spaced approximately 9" o.c. in the field of the sheet.
(Maximum Design Pressure –75 psf. See General Limitation #7)

Ply Sheet:

(Optional) One or more plies GAFGLAS® Ply 4, Tri-Ply® Ply 4 Ply Sheet, GAFGLAS® FlexPly™ 6, GAFGLAS® #80 Ultima™ Base Sheet, Ruberoid® Mop Smooth, Ruberoid® Mop Smooth 1.5, Ruberoid® Mop Plus Smooth or Ruberoid® 20 Smooth sheet adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq.

Membrane:

One or more plies of Ruberoid® Mop Smooth, Ruberoid® Mop Smooth 1.5, Ruberoid® Mop Plus Smooth, Ruberoid® Mop Granule FR, Ruberoid® Mop Granule, Tri-Ply® SBS Granule Cap Sheet, Intec Flex PRF, , Ruberoid® Mop Plus Granule, Two plies Ruberoid® 20 Smooth, Ruberoid® 30 Granule, Ruberoid® EnergyCap™ 30 Granule FR, Ruberoid® 30 Granule FR, Ruberoid® 30 Plus Granule FR, or Ruberoid® Mop Plus Granule FR in adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq.

Or

One or more plies of Ruberoid® Mop Smooth, Ruberoid® Mop Smooth 1.5, Ruberoid® Mop Plus Smooth, Ruberoid® Mop Granule, Tri-Ply® SBS Granule Cap Sheet, Intec Flex PRF, , Ruberoid® Mop Granule FR, Ruberoid® Mop Plus Granule, Ruberoid® 20 Smooth, Ruberoid® 30 Granule, Ruberoid® EnergyCap™ 30 Granule FR, Ruberoid® 30 Granule FR, Ruberoid® 30 Plus Granule FR, or Ruberoid® Mop Plus Granule FR adhered in Matrix™ 102 SBS Membrane Adhesive at an application rate of 1-2 gal./sq.

Surfacing:

Optional on granular surfaced membranes; required for smooth membranes. Chosen components must be applied according to manufacturer's application instructions. All coatings must be listed within a current NOA.

1. Gravel or slag applied at 400 lbs./sq. and 300 lbs./sq. respectively in a flood coat of Approved asphalt at 60 lbs./sq.
2. GAFGLAS® Mineral-Surfaced Cap Sheet, Tri-Ply® BUR Granule Cap Sheet or GAFGLAS® EnergyCap™ Mineral-Surfaced Cap Sheet adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq.
3. TOPCOAT® Surface Seal SB or United Coatings™ Surface Seal SB Roof Coating applied in one or more coats at a minimum rate of 1.0 gal./sq. per coat.
OR
TOPCOAT® MB Plus or United Coatings™ Roof Mate MB Plus Coating applied at a minimum rate of 1.0 gal./sq.(to be used as a primer) followed by TOPCOAT® Membrane or United Coatings™ Roof Mate TCM Coating applied in one or more coats at a minimum rate of 1.0 gal./sq. per coat.
4. Fiber Aluminum Roof Coating.

**Maximum Design
Pressure:**

See Fastening Options

WOOD DECK SYSTEM LIMITATIONS:

1. A slip sheet is required with GAFGLAS® Ply 4 and GAFGLAS® FlexPly™ 6 when used as a mechanically fastened base or anchor sheet.
2. Minimum ¼" DensDeck® Roof Board or ½" Type X gypsum board is acceptable to be installed directly over the wood deck.

GENERAL LIMITATIONS:

1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. Insulation may be installed in multiple layers. The first layer shall be attached in compliance with Product Control Approval guidelines. All other layers shall be adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq., or mechanically attached using the fastening pattern of the top layer
3. All standard panel sizes are acceptable for mechanical attachment. When applied in approved asphalt, panel size shall be 4' x 4' maximum.
4. An overlay and/or recovery board insulation panel is required on all applications over closed cell foam insulations when the base sheet is fully mopped. If no recovery board is used the base sheet shall be applied using spot mopping with approved asphalt, 12" diameter circles, 24" o.c.; or strip mopped 8" ribbons in three rows, one at each side lap and one down the center of the sheet allowing a continuous area of ventilation. Encircling of the strips is not acceptable. A 6" break shall be placed every 12' in each ribbon to allow cross ventilation. Asphalt application of either system shall be at a minimum rate of 12 lbs./sq. **Note: Spot attached systems shall be limited to a maximum design pressure of -45 psf.**
5. Fastener spacing for insulation attachment is based on a Minimum Characteristic Force (F') value of 275 lbf., as tested in compliance with Testing Application Standard TAS 105. If the fastener value, as field-tested, are below 275 lbf. insulation attachment shall not be acceptable.
6. Fastener spacing for mechanical attachment of anchor/base sheet or membrane attachment is based on a minimum fastener resistance value in conjunction with the maximum design value listed within a specific system. Should the fastener resistance be less than that required, as determined by the Building Official, a revised fastener spacing, prepared, signed and sealed by a Florida Registered Engineer, Architect, or Registered Roof Consultant may be submitted. Said revised fastener spacing shall utilize the withdrawal resistance value taken from Testing Application Standards TAS 105 and calculations in compliance with Roofing Application Standard RAS 117.
7. Perimeter and corner areas shall comply with the enhanced uplift pressure requirements of these areas. Fastener densities shall be increased for both insulation and base sheet as calculated in compliance with Roofing Application Standard RAS 117. Calculations prepared, signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant **(When this limitation is specifically referred within this NOA, General Limitation #9 will not be applicable.)**
8. All attachment and sizing of perimeter nailers, metal profile, and/or flashing termination designs shall conform to Roofing Application Standard RAS 111 and applicable wind load requirements.
9. The maximum designed pressure limitation listed shall be applicable to all roof pressure zones (i.e. field, perimeters, and corners). Neither rational analysis, nor extrapolation shall be permitted for enhanced fastening at enhanced pressure zones (i.e. perimeters, extended corners and corners). **(When this limitation is specifically referred within this NOA, General Limitation #7 will not be applicable.)**
10. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

END OF THIS ACCEPTANCE



NOA No.: 18-0919.12
Expiration Date: 11/06/23
Approval Date: 11/01/18
Page 67 of 67

Metal Roof Slope



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION

11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599

www.miamidade.gov/economy

Gulf Coast Supply & Manufacturing LLC.

14429 SW 2nd Place, G30

Newberry, FL. 32669

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Versaloc 1.5 Steel Panel over Plywood deck

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA 14-0520.05 consists of pages 1 through 5.

The submitted documentation was reviewed by *Freddy Semino* 



NOA No.: 19-0814.04
Expiration Date: 10/02/24
Approval Date: 09/19/19
Page 1 of 5

ROOFING SYSTEM APPROVAL:

Category: Roofing
Sub-Category: Metal, Panels (Non-Structural)
Material: Steel
Deck Type: Wood
Maximum Design Pressure -189.25 psf.

TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

<u>Product</u>	<u>Dimensions</u>	<u>Test Specifications</u>	<u>Product Description</u>
Versaloc 1.5 Steel Panel	Length: various Height: 1 1/2" Width: 12" - 20" (coverage) Thickness 24 ga. Min. Yield Strength: 53.3 ksi	TAS 110	Corrosion resistant, Galvalume, preformed, standing seam. Coated, prefinished panels.
Versaloc Clip	Length: 3" Height: 1 1/2" Width: 1" Thickness 24 ga.		Corrosion resistant, 24 gauge, G90 galvanized steel clip.

EVIDENCE SUBMITTED:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
Valspar	Lab Form	ASTM B 117	
Valspar	Lab Form	ASTM G 23	
PRI Construction Materials Technologies	HTL-018-02-01	TAS 100	08/06/09
Hurricane Test Laboratory, Inc.	0527-1009-08	TAS 125	07/01/09



NOA No.: 19-0814.04
Expiration Date: 10/02/24
Approval Date: 09/19/19
Page 2 of 5

APPROVED ASSEMBLIES:

System:	Versaloc 1.5 Steel Panel 24 gauge 12" - 20" wide
Deck Type:	Wood, Non-insulated
Deck Description:	New Construction $1\frac{9}{32}$ " or greater plywood or wood plank, or for re-roofing $1\frac{5}{32}$ " or greater plywood.
Slope Range:	2": 12" or greater
Maximum Uplift Pressure:	See Table A below

Deck Attachment: In accordance with applicable Building Code, but in no case shall it be less than **8d annular ring shank nails** spaced as listed in **Table A** below. In reroofing, where the deck is less than $1\frac{9}{32}$ " thick (Minimum $1\frac{5}{32}$ ") The above attachment method must be in addition to existing attachment.

Underlayment: Minimum underlayment shall be an ASTM D 226 Type II installed with a minimum 4" side-lap and 6" end-laps. Underlayment shall be fastened with corrosion resistant tin-caps and 12 gauge $1\frac{1}{4}$ " annular ring-shank nails, spaced 6" o.c. at all laps and two staggered rows 12" o.c. in the field of the roll or any approved underlayment having a current NOA.

Fire Barrier Board: Any approved fire barrier having a current NOA. Refer to a current fire directory listing for fire ratings of this roofing system assembly as well as the location of the fire barrier within the assembly. See Limitation # 1.

Valleys: Valley construction shall be in compliance with Roofing Application Standard RAS 133 and with the current published installation instructions and details in Gulf Coast Supply Rollformer Association's Installation Manual.

Metal Panels and Accessories: Install the "Versaloc 1.5 Steel Panel" including flashing penetrations, valleys, end laps and accessories in compliance Gulf Coast Supply Rollformer Association's current, published installation instructions and in compliance with the minimum requirements detailed in Roofing Application Standard RAS 133.

Panels shall be secured along the male rib with approved clips. Clips are to be fastened with two corrosion resistant **#10 x 1" pancake head screws** of sufficient length to penetrate through the sheathing a minimum of $\frac{3}{16}$ ". The panel clips were placed at a spacing listed in Table A below starting 3" from panel end. The female rib of panel is installed over the male rib of panel. Panels are seamed as listed below in **Table A**.

TABLE A			
MAXIMUM DESIGN PRESSURES			
Roof Areas	Field	Perimeter and Corner ¹	Perimeter and Corner ¹
Maximum Design Pressures	-91.75 psf.	-121.75 psf.	-189.25 psf.
Maximum Clip Spacing	16" o.c.	8" o.c.	8" o.c.
Panel Seam	90° degrees	90° degrees	180° degrees
Maximum Plywood Fastening	4" o.c. (at the plywood's edges) 6" o.c. (at the plywood's intermediate supports)		
1. Extrapolation shall not be allowed			



NOA No.: 19-0814.04
 Expiration Date: 10/02/24
 Approval Date: 09/19/19
 Page 3 of 5

LIMITATIONS

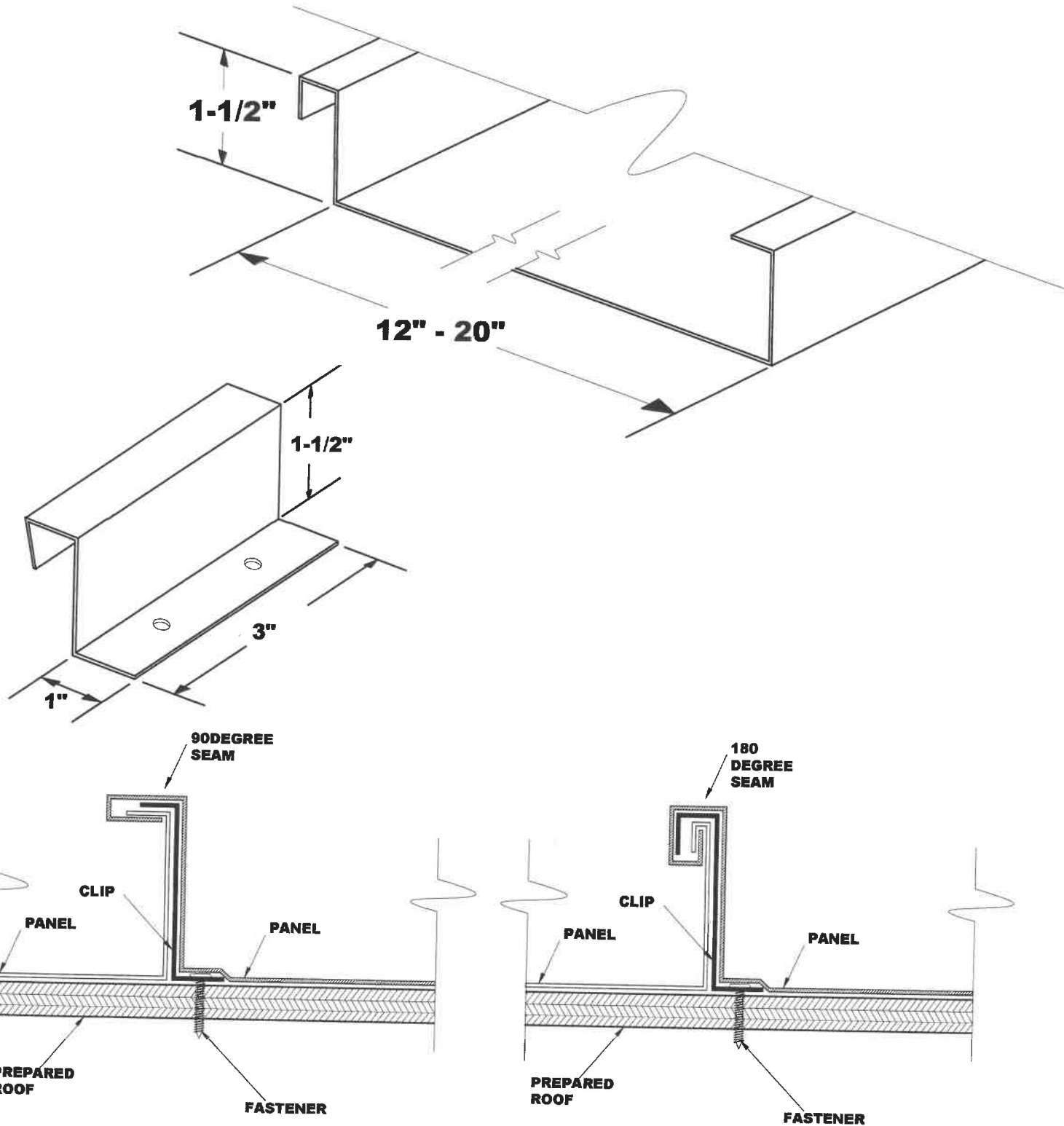
1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. The maximum designed pressure listed herein shall be applicable to all roof pressure zones (i.e. field, perimeters, and corners). Neither rational analysis, nor extrapolation shall be permitted for enhanced fastening at enhanced pressure zones (i.e. perimeters, extended corners and corners).
3. Panels may be rolls formed in continuous lengths from eave to ridge. Maximum lengths shall be as described in Roofing Application Standard RAS 133
4. All panels shall be permanently labeled with the manufacturer's name and/or logo, city and state, and the following statement: "Miami-Dade County Product Control Approved" or with the Miami-Dade County Product Control Seal as seen below. All clips shall be permanently labeled with the manufacturer's name and/or logo, and/or model.



5. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.
6. Panels may be jobsite roll formed with machine model #'s **S#8510804, S#10220207, S#2050711, S#2751012, S#9291105, and S#3270414** from Gulf Coast Supply Rollformer Association.



PROFILE DRAWINGS



END OF THIS ACCEPTANCE



NOA No.: 19-0814.04
Expiration Date: 10/02/24
Approval Date: 09/19/19
Page 5 of 5



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

NOTICE OF SOLICITATION

ITB #2022B-011

LIBRARY METAL ROOF REPLACEMENT

ITB SUBMISSION DATE: May 25, 2022, at 2:00 P.M.

The Village of Palm Springs is seeking Bids from qualified contractors to reroof the Village Public Library Building at the Village Municipal Complex, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning April 28, 2022. The Village of Palm Springs utilizes electronic online services for notification and distribution of its Solicitation documents. The Village's Solicitation information can be obtained from (a) the DemandStar website – www.Demandstar.com; (b) Purchasing webpage on the Village of Palm Springs – www.vpsfl.org.

Sealed Bid packages must be clearly marked **"INVITATION TO BID NO. 2022B-011, Library Metal Roof Replacement Project"** and delivered to the Village of Palm Springs Village Clerk's Office, 226 Cypress Lane, Palm Springs, Florida 33461. Bidders shall submit one (1) original and one (1) complete copy of the Bid Document. The deadline for submission of Bids is May 25, 2022, at 2:00 p.m. local time. At 2:30 p.m. (Half-Hour Later), the Bids will be publicly opened. Late Bids will not be accepted and will be returned to the sender unopened.

A Pre-Bid Conference will be held for this solicitation at 10:00 a.m. local time on May 10, 2022. Attendance at the pre-bid conference is not mandatory.

Non-Mandatory Pre-Bid Conference – May 10, 2022, at 10:00 a.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://attendee.gotowebinar.com/register/3254983650270128144>
Web ID# 390-821-875
- Phone: United States 1 (415) 655-0052 Web ID# 404-949-440

Bid Opening – May 25, 2022, at 2:30 p.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://attendee.gotowebinar.com/register/7421026610843762701>
Web ID# 283-061-123
- Phone: United States 1 (631) 992-3221 Web ID# 718-093-049



Any questions regarding the specifications and solicitation process must be submitted in writing to the Procurement Specialist at procurement@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on May 20, 2022, at 5:00 p.m. local time.

The Village of Palm Springs is exempt from Federal and State Taxes for tangible personal property tax.

The Village of Palm Springs reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

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**

Publication: **DemandStar, Lake Worth Herald, and Village of Palm Springs website**

Date: **April 28, 2022**

+ + END OF ADVERTISEMENT FOR BIDS + +



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

INVITATION TO BID

ITB #2022B-011	TITLE: Library Metal Roof Replacement
CONTACT PERSON: Theresa L. Gonzalez	PHONE: (561) 584-8200 Ext. 8447
E-MAIL: procurement@vpsfl.org	

To ensure that your offer is considered, it must be received in the Village of Palm Springs Clerks Office no later than 2:00 P.M., PALM BEACH COUNTY LOCAL TIME, by the submission date. Offers received after this time will not be considered.

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this ITB solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions, and requirements in these documents.

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between the Village of Palm Springs (referred to as Village) and Bidder.

1. CONE OF SILENCE

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 and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". 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.

2. ADDENDUM

The Village may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

3. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

4. CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

5. WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Bid opening date may withdraw a Bid. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.



6. CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7. PAYMENT TERMS

It is the policy of the Village of Palm Springs that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

8. DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

9. PREPARATION OF BIDS

- (a) The Bid forms define requirements of items to be purchased and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use a typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- (b) An authorized agent of the Bidder's firm must sign the Bid submittal form. Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.
- (c) The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- (d) The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- (e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- (f) Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Village.

11. AWARD OF CONTRACT

- (a) The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.
- (b) The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- (c) The Village reserves the right to negotiate prices with the responsive and responsible low Bidder, provided that the scope of work of this Solicitation remains the same.
- (d) The Bidder's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- (e) The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- (f) Award of this Bid may be predicated on compliance with, and submittal of all required documents as stipulated in the Bid Solicitation.
- (g) The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.
- (h) Following award of the contract, the contract documents shall consist of this ITB, together with all attachments and addenda thereto, and the successful bidder's response, including all attachments thereto.

12. CONTRACT EXTENSION

The Village Manager reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide Village departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.



14. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

15. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

16. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

Shall be in accordance with Section 58-6 of the Village Code.

18. LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

19. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

20. ASSIGNMENTS

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.

21. SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

22. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

23. INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

24. COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an



affidavit under the penalty of perjury, on a form provided by the Village, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

25. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate. In accordance with Section 58-18 of the Purchasing code, modification of contract or change order shall be subject to prior approval by the Village Manager.

26. TERMINATION FOR CONVENIENCE

The Village, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

27. TERMINATION FOR DEFAULT

The Village reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the Village may then terminate the subject contract by providing written notice to the awarded Bidder. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

28. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred as set forth by the Village Code. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

29. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

30. OFFICE OF THE INSPECTOR GENERAL

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.

31. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

32. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Records Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.



33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Palm Springs with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- (a) Use of information only for performing services required by the contract or as required by law.
- (b) Use of appropriate safeguards to prevent non-permitted disclosures.
- (c) Reporting to the Village of Palm Springs any non-permitted use or disclosure.
- (d) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential.
- (e) Making Protected Health Information (PHI) available to the customer.
- (f) Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- (g) Making PHI available to the Village of Palm Springs for an accounting of disclosures; and
- (h) Making internal practices, books, and records related to PHI available to the Village of Palm Springs for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

34. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

35. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

36. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

37. BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

38. SEVERABILITY

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Village.

39. NO THIRD-PARTY BENEFICIARY

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 Village and/or successful vendor.

40. GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

41. ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

42. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Palm Springs complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.



During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

43. AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

44. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

45. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

46. MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

47. PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the Village. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

48. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

49. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be a public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Village will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Village's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Village's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

50. CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of Palm Springs. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct, or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

51. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.



52. OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

53. COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

54. FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Village reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Village in accordance with the contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Village as a result of having to secure the services of another vendor.

55. CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect the Village may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

56. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

57. OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

58. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

59. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each Village department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by- department basis.

60. TAXES

The Village of Palm Springs is exempt from Federal and State taxes for tangible personal property.

61. BIDDER'S COSTS

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.



62. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

63. FORCE MAJEURE

The Village and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- (a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- (b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- (c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- (d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

64. NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 4:30 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Bidder and the Village of Palm Springs.

65. POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the Village reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category, or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

66. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

67. PURCHASE ORDER

The Village will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

68. DELIVERIES

Deliveries are to be made Monday through Friday, excluding Village holidays, unless otherwise stipulated.

69. SALES PROMOTIONS / PRICE REDUCTIONS

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the Village the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the Village. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract.



70. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, effective January 1, 2021, Vendor shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement.
- (d) Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes Vendor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.



SPECIAL CONDITIONS

71. PURPOSE

The purpose of this Solicitation is to obtain bids from contractors to **replace the Village Public Library roof with a new metal seam roof**, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

72. TERM OF CONTRACT

The work shall be substantially complete within 90 days from the Notice-to-Proceed and finally complete within 105 days from the Notice-to-Proceed.

73. EQUAL PRODUCTS

Only the referenced manufacturers will be considered unless noted otherwise in the technical specifications.

74. INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Finance Department and approved.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of Palm Springs shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The awarded Bidder must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- (a) Workers' Compensation Insurance – as required by law.
- (b) Employer's Liability Insurance - \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease
- (c) Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- (d) Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Finance Department, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

75. CERTIFICATIONS

Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the Village may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the Village during the evaluation period.

All architects or engineers on this project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

76. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The awarded Bidder shall submit an invoice to the Village for progress payments for work that has been completed, and has been inspected and accepted by the Village. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.



The Village prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

77. WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Bidder or required in the technical specifications, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

78. PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

79. RELEASE OF CLAIM REQUIRED

The awarded Bidder must provide the Village with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

80. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the Village when making the award in the best interest of the Village. If the Bidder fails to identify any and all sub- contractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the Village.

81. OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.



SCOPE OF WORK AND CONTRACTOR REQUIREMENTS ITB #2022B-011

Library Metal Roof Replacement Project

SCOPE OF WORK

- A. The proposed work to be performed consists of replacing approximately 12,800 square feet (128 Squares) of the existing painted sloped metal seam roof system with a new metal seam roof system in an anodized aluminum or mill finish. The project is located at the Village of Palm Springs Public Library at 217 Cypress Lane, Palm Springs, FL 33461. Actual roof area quantity shall be field verified by the Contractor prior to bid. This project will include the following tasks:
- a. Prior to the commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit from the Village of Palm Springs Building Department.
 - b. Removal of the existing roof system down to wood deck.
 - c. Installation of a new sloped roof system, including new underlayment, new 26 gauge standing seam panels, and any necessary flashings and drip edge material(s) for a complete roofing system.
 - i. The Contractor shall replace any existing drip edge, flashing, and counter-flashing material, valley metal, hip and ridge flashing, using at least 26-gauge Galvanized sheet metal in the new installation. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. Stucco repair as necessary is included.
 - ii. All existing roof decking which is deteriorated/damaged and unsuitable as new roof substrate should be replaced and installed to meet code. Proposal shall include all costs and materials to replace damaged wood decking and supporting substrates as required. Any necessary re-nailing to meet code of existing decking that is not damaged is also included in this scope.
 - iii. Replace all damaged 2 x P.T. pine fascia and sub-fascia (if existing) as necessary/required. Proposal shall include all costs to replace any and all deteriorated/damaged fascia/sub-fascia boards.
 - iv. Replace VTR lead stack flashing and 26 Gauge Galvalume sheet metal roof jacks at existing locations.
 - v. Installation of roofing system should be in such a way as to avoid leaving open areas exposed to the elements. Any areas not completed by the end of the workday should be temporarily covered/sealed to prevent damage to any interior building elements.
 - vi. All materials shall be installed according to manufacturers' specifications.
 - d. Replacement of flat roof system along the top of the clerestory walls, front, and rear entryway roofs.



- i. Replace the flat roof with a three-ply SA modified system with a 20-year specification
 - ii. The Contractor shall replace any existing drip edge, flashing and counter-flashing material, using at least 26-gauge Galvanized sheet metal in the new installation. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. Stucco if necessary
 - iii. The Contractor shall install the materials in a continuous fashion, free of any gaps and voids. Any areas not completed should be temporarily covered/sealed to avoid any water intrusion that can possibly damage interior finishes.
 - iv. Installation of the insulation and membrane materials shall be completed in a manner which promotes proper drainage to keep the roof free from standing water.
 - v. All materials shall be installed according to manufacturers' specifications.
- e. The Contractor will be required to hold a pre-construction meeting with the Village. Additional meetings may be requested by either the Village or the Contractor in order to discuss the progress of the project.
- B. The Contractor will be responsible for acquiring all required permits and calling for inspections from any and all agencies having jurisdiction. The Contractor will be responsible, at no additional cost to the Village, for completing any changes necessary for the plans to be approved and permits to be issued by the approving agency.
- C. All work must be performed between the hours of 7:00 AM to 6:00 PM, Monday through Friday. Saturdays, all work must be performed between the hours of 9:00 a.m. to 5:00 p.m. No work shall be performed on Sundays unless specifically indicated otherwise in writing and approved by the Village.
- D. The Contractor shall be responsible for the disposal of all work-related debris in a safe and legal manner offsite. The Contractor shall not utilize the Village's trash containers or dumpsters for any work-related debris or trash.
- E. The Contractor shall operate in a safe manner and observe all OSHA guidelines.
- F. The Contractor shall provide any and all manuals and/or warranty information related to the project to the Village upon completion of the project.

CONTRACTOR REQUIREMENTS

Each bidder shall provide the following as part of their proposal:

- 1. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose in a timely manner and within budget.
- 2. The Contractor will provide technical specifications for the roof system included in the proposal. These details are to include the following information:
 - a. Type of roof system proposed.
 - b. Application techniques to be utilized.



3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work and a description of the overall project approach.
4. Provide a minimum of four (4) client references from past projects, including current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.

WARRANTY

- A. The Contactor shall provide a minimum three (3) year warranty on labor and material and a minimum twenty (20) year manufacturers' warranty for the roofing system.

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SIGNATURE PAGE TO FOLLOW**



ITB-2022B-011-0-2022
Library Metal Roof Replacement
Virtual E-Bid Opening May 25, 2022

Staff Present:

Jim Schmitz, Public Works Director
Walt Sanchez, VPS Project Manager
Claudia Ruiz, Library Administrative Assistant
Mike Wood, Public Works Supervisor
Andrew Klausner, Project Coordinator
Jane Worth, VPS Deputy Clerk

Meeting Start: 2:31PM

Meeting End: 2:36 PM

NAME	Email	ADDRESS	Lump Sum
JEFFREY THOMAS MURPHY BUILDERS – ROOFING CONTRACTORS	murphybuilders@att.net	109 CANTON ROAD LAKE WORTH, FL 33467	TOTAL BID - \$100,730.00
LEWIS WALKTER ROOFING, INC.	rfp@lewiswalkerroofing.com	P.O. BOX 2147 LAKE CITY, FLORIDA	TOTAL BID - \$204,980.00
ATLAS APEX ROOFING, LLC	estimating1@atlasapexusa.com	281 NE 32ND STREET OAKLAND PARK, FL 33334	TOTAL BID - \$384,000.00
CLYDE JOHNSON CONTRACTING & ROOFING	justin.ennis@johnsongroup.global	206 LOTUS STREET CLEWISTON, FL 33440	TOTAL BID - \$158,150.00
AMERITECH ROOFING SYSTEMS, INC.	dhughes.ameritech@gmail.com	49450 E. HIGHWAY 27 CLEWISTON, FL 33440	TOTAL BID - \$375,113.00
FULLCOVER ROOFING SYSTEMS, INC.	samy@fullcover-roofing.com	4250 S.W. 136 TH STREET, SUITE 1 MIAMI, FL 33186	TOTAL BID – 204,150.00
ROOF PAINTING BY HARTZELL	mgoodwin@myhartzell.com	3195 N. POWERLINE RAOD POMPANO BEACH, FL 33069	TOTAL BID - \$190,625.00
PINK EAGLE ROOFING, LLC	crystal@pinkeaglerroofing.com	931 VILLAGE BOULEVARD – SUITE 905 – 225 WEST PALM BEACH, FL 33409	TOTAL BID - \$82,140.76
A1 PROPERTY SERVICES GROUP, INC.	geo@A1propertyservices.net	6925 N.W. 42 STREET MIAMI, FL 33166	TOTAL BID – 181,619.61



Village of Palm Springs

FINANCE DEPARTMENT

226 Cypress Lane ▪ Palm Springs, Florida 33461
(561) 584-8200 ▪ www.vpsfl.org

NOTICE OF INTENT TO AWARD

Bid Number:	Bid No. 2022B-011
Project Name:	Library Metal Roof Replacement
Bid Opening Date:	May 25, 2022, at 2:30 PM
Notice of Intent Posting Date:	June 7, 2022
Project Manager:	Walter Sanchez, Project Manager
Notice of Intent Posting Locations:	Village Website (www.vpsfl.org) DemandStar (demandstar.com) Village Hall Lobby ▪ 226 Cypress Lane ▪ Palm Springs, FL 33461

Here is a notice of the Village's intent to award Bid No. #2022B-011 to **Pink Eagle Roofing, LLC** located at **931 Village Blvd Ste 905-225, West Palm Beach, FL 33409**, for the above-referenced project.

Under the Village's Purchasing Code, Section 58-6, a bidder who wishes to protest the proposed award must submit the bid protest in writing to the Village Clerk at kwynn@vpsfl.org, within three (3) business days following the posting date of this Notice of Intent to Award **(Thursday, June 9, 2022)**. All protests shall be in writing and shall identify the protestor and the solicitation; and shall include a factual summary of the basis of protest. Please refer to the Village's Code of Ordinances for information ([Section 58-6. Purchasing Protests](#)).

Attached is a certified bid tabulation for your review. The necessary documents were provided and found to comply with the requirements of the bidding phase of this project.

If you have any questions or require additional information about this recommendation of award or the project in general, please do not hesitate to contact me via phone (561) 584-8200 (ext. 8447) Monday through Friday from 8:30 AM – 4:30 PM, or email at procurement@vpsfl.org.

Regards,

Theresa L. Gonzalez

Procurement Specialist

Attached: Bid Tabulation



ITB-2022B-011-0-2022
Library Metal Roof Replacement
Virtual E-Bid Opening May 25, 2022

Staff Present:

Jim Schmitz, Public Works Director
Walt Sanchez, VPS Project Manager
Claudia Ruiz, Library Administrative Assistant
Mike Wood, Public Works Supervisor
Andrew Klausner, Project Coordinator
Jane Worth, VPS Deputy Clerk

Meeting Start: 2:31PM

Meeting End: 2:36 PM

NAME	Email	ADDRESS	Lump Sum
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LEWIS WALKTER ROOFING, INC.	rfp@lewiswalkerroofing.com	P.O. BOX 2147 LAKE CITY, FLORIDA	TOTAL BID - \$204,980.00
ATLAS APEX ROOFING, LLC	estimating1@atlasapexusa.com	281 NE 32ND STREET OAKLAND PARK, FL 33334	TOTAL BID - \$384,000.00
CLYDE JOHNSON CONTRACTING & ROOFING	justin.ennis@johnsongroup.global	206 LOTUS STREET CLEWISTON, FL 33440	TOTAL BID - \$158,150.00
AMERITECH ROOFING SYSTEMS, INC.	dhughes.ameritech@gmail.com	49450 E. HIGHWAY 27 CLEWISTON, FL 33440	TOTAL BID - \$375,113.00
FULLCOVER ROOFING SYSTEMS, INC.	samy@fullcover-roofing.com	4250 S.W. 136 TH STREET, SUITE 1 MIAMI, FL 33186	TOTAL BID – 204,150.00
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A1 PROPERTY SERVICES GROUP, INC.	geo@A1propertyservices.net	6925 N.W. 42 STREET MIAMI, FL 33166	TOTAL BID – 181,619.61



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Utilities

ITEM #9: Approve Change Order #1 (Work Authorization WG-U01A) - Fla Mango (Edgewater to Barbados) (Task Order # 294) - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Wantman Group, Inc.

SUMMARY: On April 8, 2021, the Village Council approved Task Order #294 with Wantman Group, Inc. for professional engineering services (i.e., design, bidding, and construction services) related to the proposed utility relocations along Florida Mango Road from Edgewater Drive to Barbados Road for \$69,910.

During the construction process, it was discovered that the proposed utility easements, where the Village's relocated utility lines were scheduled to run along the LWDD L-8 canal, are currently encroached on by both adjacent residential properties on both the north and south sides of the canal. Due to this issue, also space constraints to perform work on the north side of the canal, and potential conflicts in driving piles with overhead power lines for the proposed aerial crossing, it was determined that the solution with the least project impact would be to move the utility lines closer to the proposed new bridge and have them cross over the canal on top of the proposed bridge wing walls. For this, the construction plans will need to be modified to include a new structural design for the concrete haunches that will be attached on top of the bridge wing walls to carry the utility lines at this location.

Note: Preliminary approvals were received by the County, the County Engineer (Alan Gerwig & Associates), and LWDD for this proposed solution. The County's engineer will review the design by Wantman Group once this proposal is approved and the design is complete.

As a result, our engineering consultant, Wantman Group, is requesting an amendment to the approved Task Order #294, Work Authorization # WG-U01A (Change Order #1) for \$4,200 for additional design services:

<u>Work to be Completed</u>	<u>Contract Amount</u>
Original Contract Amount	\$69,910.00
Change Order No. 1	<u>4,200.00</u>
Revised Contract Amount	\$74,110.00

If approved, it is estimated that the design work will take approximately 21 days from the date the work authorization is executed and issued to Wantman Group.

The proposed WA #WG-U01A (Change Order #1) was prepared by Wantman Group and reviewed by the Village's Utilities Director, the Utilities Project Manager, the Assistant Village Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the Fla Mango (Edgewater to Barbados) Project (Task Order No. 294) was provided by the Water & Sewer Enterprise Fund. 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. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed Work Authorization #WG-U01A (Change Order No. 1) - Wantman Group
2. Executed WA # WG-U01 - Wantman Group
3. Fiscal Impact Chart



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 6/30/22

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – U01A FOR CONSULTING

SERVICES TASK ORDER (PROJECT) No. 294 G/L CODE: 41336-56300

WANTMAN GROUP, INC. PROJECT NO.: 3527.10

PROJECT TITLE: Florida Mango Road Utility Relocation Design – Additional Structural Design
(From North. of Edgewater Drive to South of Barbados Road)

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 4th, 2019 between the Village of Palm Springs (“VILLAGE”), and Wantman Group, Inc. (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

CONSULTANT shall provide civil additional structural engineering, services to accommodate the design and preparation of utility relocation plans associated with the Florida Mango Road Improvements between Edgewater Drive and Barbados Road within the Village of Palm Springs. The structural engineering services include utility connections to bridge wing walls and associated construction phase services.

II. SCOPE OF SERVICES

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

TASK 1 – STRUCTURAL ENGINEERING SERVICES

TASK 1.1 – Bridge Attachment Structural Plans

Lump Sum Fee \$ 4,200.00

1. Structural design for aerial crossing supports to accommodate one eight-inch ductile iron pipe water main and one twenty-four-inch ductile iron pipe force main over the Lake Worth Drainage District (LWDD) L-8 canal. The design shall consist of pipe cradles attached to the existing bridge wing wall concrete cap.
2. Structural specifications shall be provided on the drawing sheets.

III. DELIVERABLES

1. Structural Plans at 100% level of completion.

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table "A".

Table "A"
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>
Task 1.1 Bridge Attachment Structural Plans	21 Days from NTP

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for a Lump Sum Fee of \$ 4,200.00 as outlined in Table "B" and Exhibit "A".

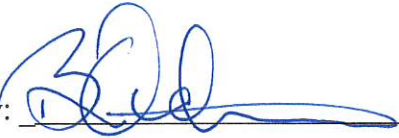
Table "B"
Budget Summary

Description	Total
Task 1.0 Bridge Attachment Structural Plans	\$ 4,200.00
TOTAL	\$ 4,200.00

VI. **AGREEMENT REFERENCE**

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated April 4th, 2019, by and between the Village of Palm Springs ("VILLAGE") and WANTMAN GROUP, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

WANTMAN GROUP, INC.

By: _____

Print Name: Brett Oldford, PE

Title: VP, Civil Engineering

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

[illegible]



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 3/24/21

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – G0 FOR CONSULTING

SERVICES TASK ORDER (PROJECT) No. 294 G/L CODE: 41400-56394

WANTMAN GROUP, INC. PROJECT NO.: 3527.00

PROJECT TITLE: Florida Mango Road Utility Relocation Design
(From North. of Edgewater Drive to South of Barbados Road)

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 4th, 2019 between the Village of Palm Springs ("VILLAGE"), and Wantman Group, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

CONSULTANT shall provide civil engineering, structural engineering, and subsurface utility engineering services to accommodate the design and preparation of utility relocation plans associated with the Florida Mango Road Improvements within the Village of Palm Springs. The scope of work will include the relocation of approximately 1,950 LF of existing Village of Palm Springs water mains and approximately 300 LF of existing Village of Palm Springs 24" force main impacted by the proposed drainage improvements associated with the Palm Beach County project. Scope of work will be based on the attached exhibit "B".

II. SCOPE OF SERVICES

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

TASK 1 – SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

TASK 1.1 – Vacuum Excavation (ASCE 38-02 Quality Level A Test Holes) Lump Sum Fee \$12,310.00

WGI will provide an ASCE 38-02 Quality Level A (QLA) field investigation within the project limits (Exhibit A), up to twenty (20) vacuum excavation test holes are anticipated. WGI will provide survey and location of utility test holes using network corrected GNSS surveying methods. This proposal is based on providing up to twenty (20) vacuum excavation test holes for verification of Village of Palm Springs utilities.

TASK 2 – CIVIL ENGINEERING SERVICES

TASK 2.1 – Utility Relocation Design

Lump Sum Fee \$21,400.00

1. Prepare demolition for plan existing utilities to be removed or abandoned;
2. Prepare utility relocation plans and details for new water main and force main;
3. Submit, 60% and 100% construction document submittals to CLIENT;
4. Prepare an Engineer's Opinion of Cost for construction with each submittal; and
5. Attend up to two design coordination meetings with CLIENT.

TASK 2.2 – Utility Relocation Regulatory Agency Permitting

Lump Sum Fee \$9,000.00

The CONSULTANT will prepare and submit permit applications along with the required associated design documents for the proposed improvements. All permit fees will be paid by the CLIENT. We anticipate submitting applications and documents to the following agencies:

1. Village of Palm Springs Engineering;
2. Palm Beach County Health Department – Water Permit;
3. Palm Beach County Health Department – Sewer Permit; and
4. Lake Worth Drainage District – Right of Way Permit.

TASK 3 – STRUCTURAL ENGINEERING SERVICES

TASK 3.1 – Aerial Crossing Structural Design``

Lump Sum Fee \$ 9,320.00

1. Coordinate with the roadway engineer on the revised location of the bridge;
2. Design an aerial crossing over the LWDD L-8 Canal at Florida Mango Road to accommodate one 8-inch water main and one 24-inch force main; and
3. Prepare Engineers Opinion of probable construction costs with each submittal..

TASK 4 – POST DESIGN SERVICES

TASK 4.1 – Civil Engineering Post Design Services

Lump Sum Fee \$ 11,960.00

1. Attend pre-bid meeting with CLIENT;
2. Review and respond to pre-bid RFI's;
3. Review bids and provide recommendation;
4. Attend pre-construction meeting with contractor and CLIENT;
5. Review shop drawing submittals;
6. Review and respond to RFI's;
7. Perform periodic field observations of construction for the work included in the civil engineering plans to ensure the work is completed in substantial accordance with the approved and permitted plans and specifications. Observations will include pressure test and connections to existing mains; .(Maximum of 20 hours)
8. Coordinate and submit record drawings prepared by Contractor's Professional Surveyor registered in the State of Florida to various permitting agencies for approval;
9. Prepare and submit final certification package to related regulatory agencies; and
10. Prepare written field reports for all site visits and progress meetings.

TASK 4.2 – Structural Engineering Post Design Services**Lump Sum Fee \$ 5,920.00**

1. Review shop drawing submittals;
2. Review and respond to RFI's;
3. Perform periodic field observations of construction for the work included in the structural engineering plans to ensure the work is completed in substantial accordance with the approved and permitted plans and specifications (Maximum of 6 hours); and
4. Perform production pile analysis.

III. DELIVERABLES

1. CADD deliverable with the QLA investigations drafted;
2. Test-hole data sheets with the obtainable data; digital photos, utility description, depth, size, type, direction, and material of the facility; and
3. Utility Relocation Plans at 60% and 100% level of completion;
4. Engineer's Opinion of probable construction cost; and
5. Copies of regulatory agency approvals; and
6. Construction certifications.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table "A".

Table "A"
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>
Task 1.1 Vacuum Excavation	21 Days from NTP
Task 2.1 Utility Relocation Design	60 Days from NTP
Task 2.2 Utility Relocation Permitting	90 Days from completion of Task 2.1
Task 3.1 Aerial Crossing Structural Design	60 Days from NTP
Task 4.1 Civil Engineering Post Design	180 Days from start of construction
Task 4.2 Structural Engineering Post Design	180 Days from start of construction

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a Lump Sum Fee of \$ 69,910.00 as outlined in Table "B" and Exhibit "A".

Table "B"
Budget Summary

Description	Total
Task 1.1: Vacuum Excavation	\$ 12,310.00
Task 2.1: Utility Relocation Design	\$ 21,400.00
Task 2.2: Utility Relocation Regulatory Agency Permitting	\$ 9,000.00
Task 3.1: Aerial Crossing Structural Design	\$ 9,320.00
Task 4.1: Civil Engineering Post Design	\$ 11,960.00
Task 4.2: Structural Engineering Post Design	\$ 5,920.00
TOTAL	\$ 69,910.00

VI. BASIS OF SCOPE

SUBSURFACE UTILITY ENGINEERING SERVICES

1. Survey services and survey location of test holes is included;
2. WGI proposes to provide ASCE 38-02 Quality Level A investigation. It is anticipated WGI will perform up to twenty (20) vacuum excavation test holes for verification of Village of Palm Springs utilities, within the project limits shown on Exhibit A;
3. WGI will vacuum excavate utility facilities at the proposed locations, as per the provided conflict matrix and VILLAGE direction, and provide a depth, size and material of the facility, and then backfill the test hole with native soil, compact with a pneumatic tamper to existing grade.
4. Generally, utility facilities found by vacuum excavation can be visually exposed a depth equal to the water table; an air lance probe will be used for deeper facilities, however, visual confirmation will not be possible for facilities lying below the water table;
5. Geophysical designating techniques, although highly reliable, are subject to outside interference, which are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state of the art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected;
6. Scope of work does not include select backfill material or flowable fill;
7. Drafting and/or other CADD services are included, and will be incorporated into existing CADD files provided by VILLAGE;
8. VILLAGE shall facilitate access for WGI field staff;
9. Basic work zone safety includes safety road signs and traffic cones; and
10. Scope of work does not include traffic control, lane closures, or off-duty police; and
11. Scope of work does not include ASCE 38-02 Quality Level B utility investigation (designates).
- 12.

CIVIL AND STRUCTURAL ENGINEERING SERVICES

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by the VILLAGE. Information requested by CONSULTANT during the project will include, but may not be limited to, the roadway plans, utility as-builts, surveys (with CAD file), and county provided conflict matrix;
2. Civil and structural engineering specifications and details will be included in the construction plans;
3. Scope of work includes the design or relocation of existing Village of Palm Springs water mains and force mains as indicated in Exhibit "B";
4. Scope of work does not include hydraulic analysis of water mains or force mains;
5. Scope of work does not include the design or relocation of existing utilities not owned and maintained by the Village Palm Springs;
6. Scope of work does not include roadway or drainage improvements;
7. Structural design shall include pile design, pile cap design, and pipe cradle design;
8. It is anticipated the following will be provided by the CLIENT:
 - a. Roadway and drainage plans;
 - b. Water and sewer as-built drawings;
 - c. Geotechnical report; and
 - d. Payment of required permit fees

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated April 4th, 2019, by and between the Village of Palm Springs ("VILLAGE") and WANTMAN GROUP, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

WANTMAN GROUP, INC.

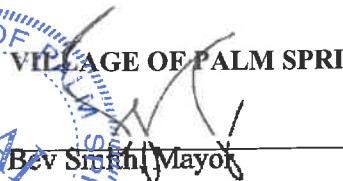
By: 

Print Name: Brett Oldford, PE

Title: VP, Civil Engineering



VILLAGE OF PALM SPRINGS


Bev Smith (Mayor)

Date: April 8, 2021

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

WORK AUTHORIZATION NO. WG-U01



VILLAGE OF PALM SPRINGS
FLORIDA MANGO ROAD UTILITY RELOCATION DESIGN
FEE ESTIMATE
EXHIBIT "A"

																	Sub-Task Total
	Principal Surveyor		Senior Professional Surveyor		Project Manager		2 Person Survey / SUE Crew		3 Person SUE (VC Crew		Senior CADD SUE Technician		Administrative Assistant		Total		
	\$190		\$155		\$170		\$130		\$210		\$120		\$80				
	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	
Task 1.1 Vacuum Excavation																	
	1	\$190	2	\$310	6	\$1,020	8	\$1,040	35	\$7,350	20	\$2,400	4	\$480	23	\$12,310	
Total Base Fees																\$12,310	\$12,310

																Sub-Task Total	
	Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician								Total		
	\$180		\$130		\$100		\$90										
	hours	fees	hours	fees	hours	fees	hours	fees							hours		fees
Task 2.1 Utility Relocation Design																	
Prepare demolition plans	2	\$360	4	\$520	4	\$400	8	\$720							18	\$2,000	
Prepare utility relocation plans and details	8	\$1,440	20	\$2,600	40	\$4,000	80	\$7,200							148	\$15,240	
Prepare cost estimate	4	\$720	4	\$520	4	\$400		\$0							12	\$1,640	
Plan submittal and coordination	2	\$360	4	\$520	4	\$400		\$0							10	\$1,280	
Attend design coordination meetings (2)	4	\$720	4	\$520		\$0		\$0							8	\$1,240	
Total Base Fees	20	\$3,600	36	\$4,680	52	\$5,200	88	\$7,920							196	\$21,400	

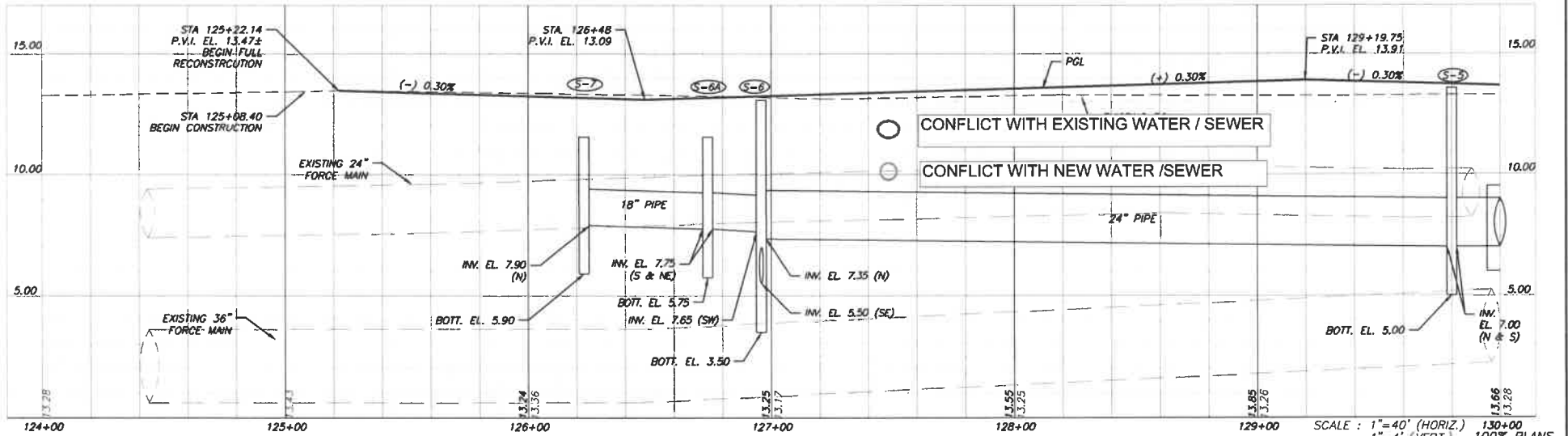
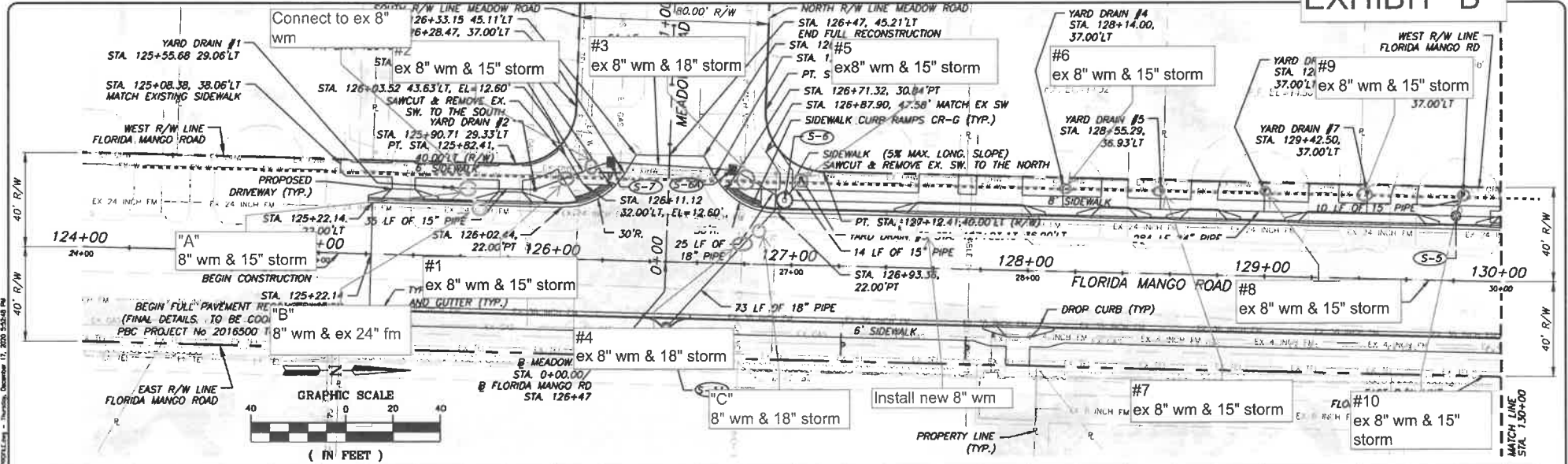
Task 2.2 Utility Relocation Regulatory Permitting															
Village of Palm Springs	4	\$720	4	\$520	8	\$800	16	\$1,440						32	\$3,480
Palm Beach County Health Dept.	2	\$360	4	\$520	8	\$800	8	\$720						22	\$2,400
Lake Worth Drainage District	2	\$360	4	\$520	8	\$800	16	\$1,440						30	\$3,120
Total Base Fees	8	\$1,440	12	\$1,560	24	\$2,400	40	\$3,600						84	\$9,000

															Sub-Task Total		
	Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician									Total	
	\$180		\$130		\$100		\$90										
	hours	fees	hours	fees	hours	fees	hours	fees								hours	fees
Task 3.1 Aerial Crossing Structural Design																	
Pile Design and Details	6	\$1,080	12	\$1,560		\$0	12	\$1,080							30	\$3,720	
Cap Design and Details	6	\$1,080	12	\$1,560		\$0	12	\$1,080							30	\$3,720	
Preparation of Cost Estimate	6	\$1,080		\$0	8	\$800		\$0							14	\$1,880	
Total Base Fees	18	\$3,240	24	\$3,120	8	\$800	24	\$2,160							74	\$9,320	\$9,320

																Sub-Task Total	
	Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician								Total		
	\$180		\$130		\$100		\$90								hours		fees
	hours	fees	hours	fees	hours	fees	hours	fees							hours	fees	
Task 4.1 Civil Eng Post Design Services																	
Attend pre-bid meeting	2	\$360	2	\$260		\$0		\$0							4	\$620	
Respond to pre-bid RFI's	2	\$360	8	\$1,040		\$0		\$0							10	\$1,400	
Bid review and recommendation	2	\$360	4	\$520		\$0		\$0							6	\$880	
Attend pre-const meeting	2	\$360	2	\$260		\$0		\$0							4	\$620	
Review Shop Drawings	2	\$360	8	\$1,040		\$0		\$0							10	\$1,400	
Respond to RFI's	4	\$720	12	\$1,560		\$0		\$0							16	\$2,280	
Perform Site Visits	2	\$360	4	\$520	16	\$1,600		\$0							22	\$2,480	
Review and Coordinate Record Drawings	2	\$360	8	\$1,040		\$0		\$0							10	\$1,400	
Prepare and Submit Certifications	2	\$360	4	\$520		\$0		\$0							6	\$880	
Total Base Fees	20	\$3,600	52	\$6,760	16	\$1,600	0	\$0							88	\$11,960	\$11,960

[illegible]

EXHIBIT "B"



Alan Gerwig & Associates, Inc.
 12728 NE Forest Hills Blvd., Suite 201
 West Palm Beach, FL 33414
 Tel: (561) 753-8000
 Fax: (561) 752-0001
 Project No. 14-0009
 Civil and Structural Engineers

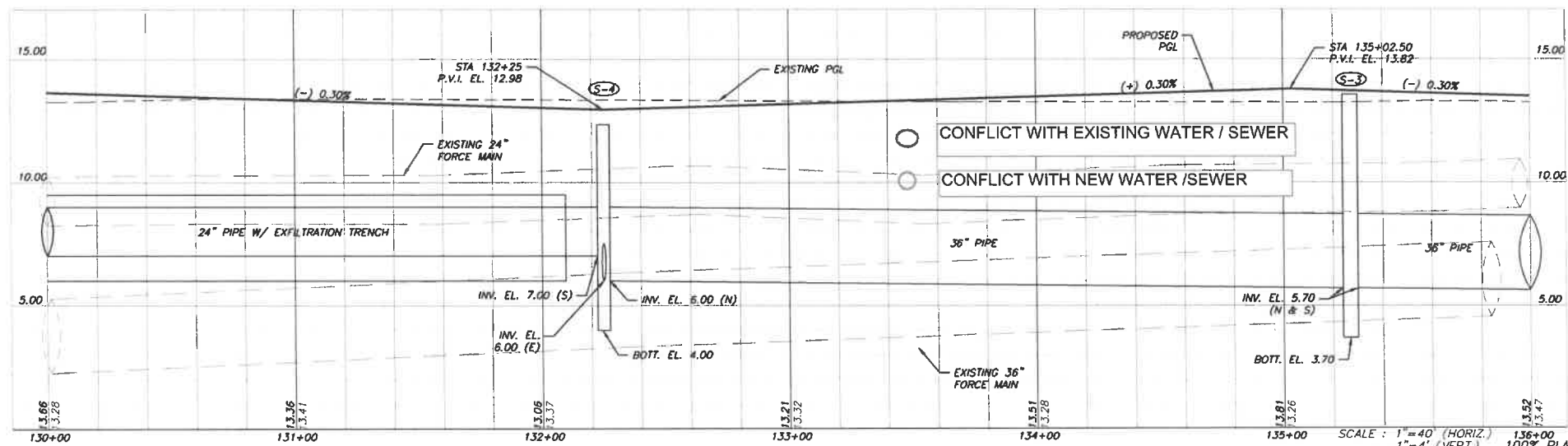
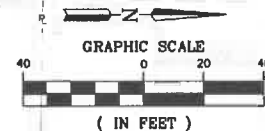
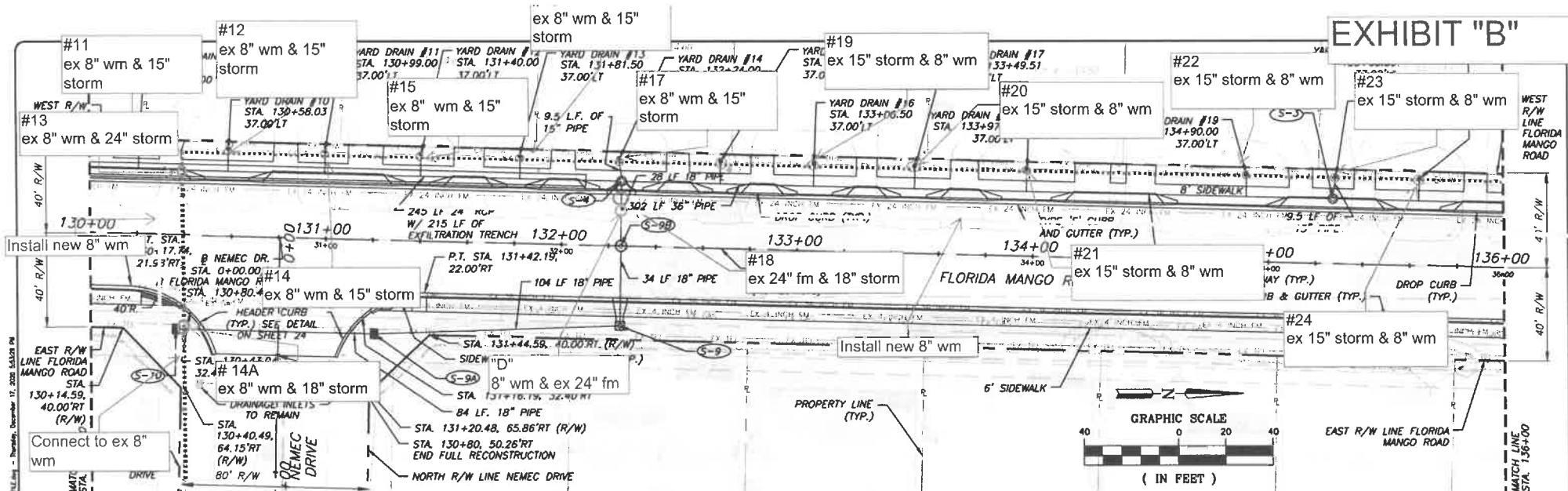
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 Approved: SAC
 Drawn: RM
 Checked: JN
 Date: 12/17/2020

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 2029, WEST PALM BEACH, FLORIDA

FLORIDA MANGO ROAD
 (FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
 ROADWAY PLAN & PROFILE

Scale: 1" = 40' (HORIZ.)
 1" = 4' (VERT.)
 Sheet: 9
 Of: 55
 Project No.: 2015320

EXHIBIT "B"



Alan Gerwig & Associates, Inc.
Civil and Structural Engineers
12786 V/L Forest Hill Blvd., Suite 201
Vero Beach, FL 33414
CA #17999

Scale: AS NOTED
Approved: SAC
Drawn: RM
Checked: LP
Date: 12/17/2020



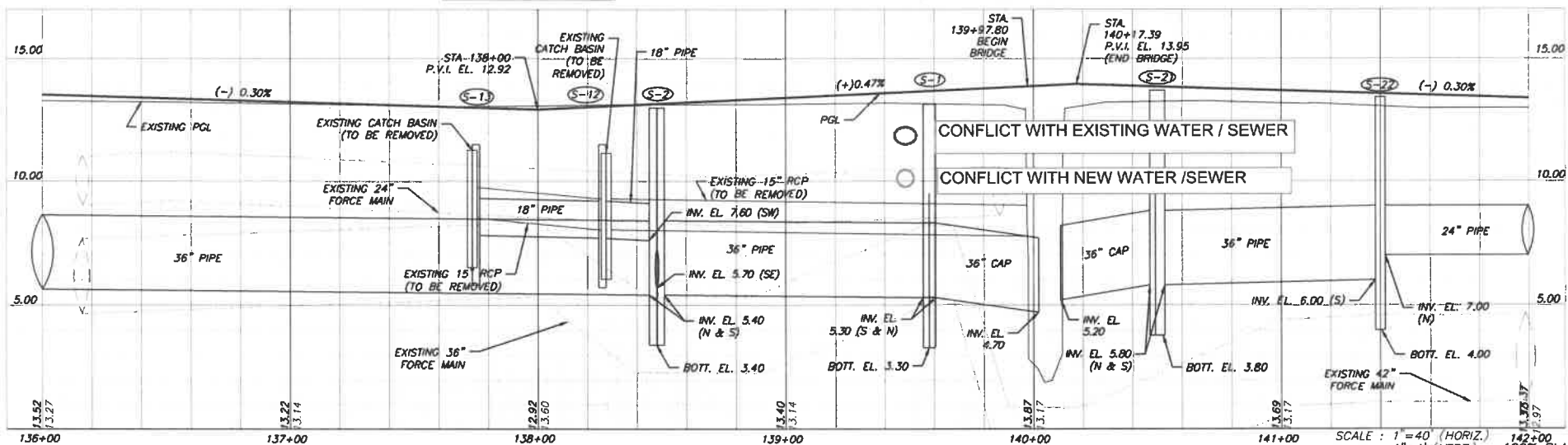
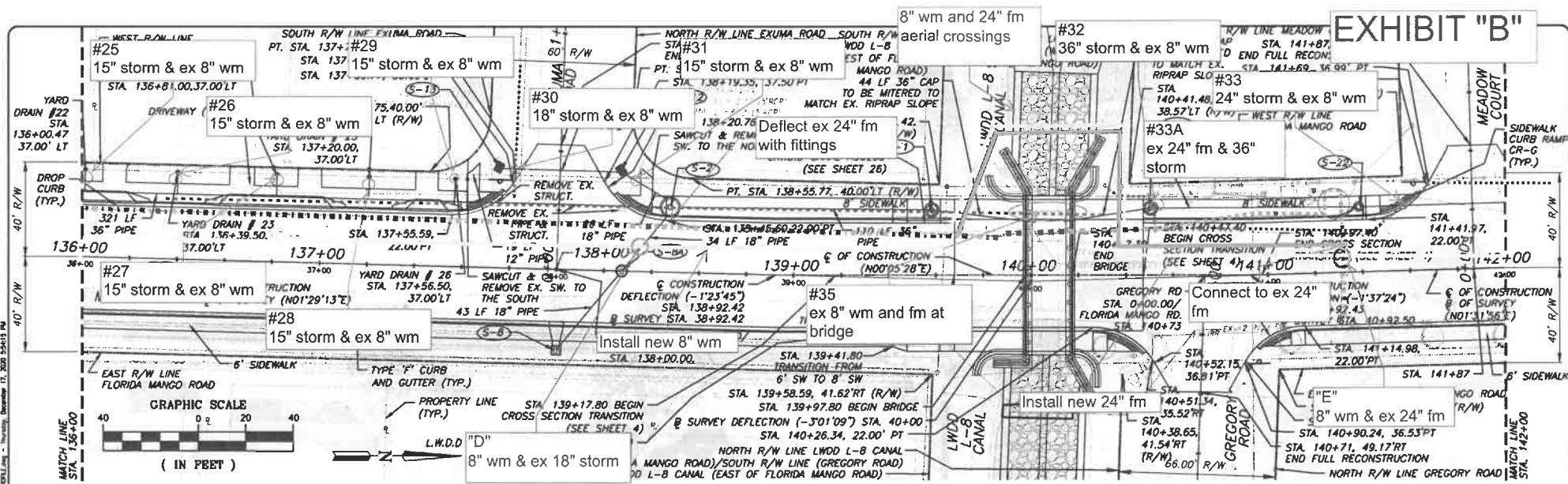
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 2229, WEST PALM BEACH, FLORIDA

SHOW A. COLEMAN, P.E.
License No. 68623

FLORIDA MANGO ROAD
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
ROADWAY PLAN & PROFILE

Sheet: 10
of: 55
Project No.: 2015520

EXHIBIT "B"



Alan Gerwig & Associates, Inc.

12794 NE Forest Hill Blvd., Suite 201
Waltersburg, FL 32444
CA #9599

Civil and Structural Engineers

Scale: AS NOTED
Approved: SAC
Drawn: RM
Checked: LP
Date: 12/17/2020

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 3339, WEST PALM BEACH, FLORIDA

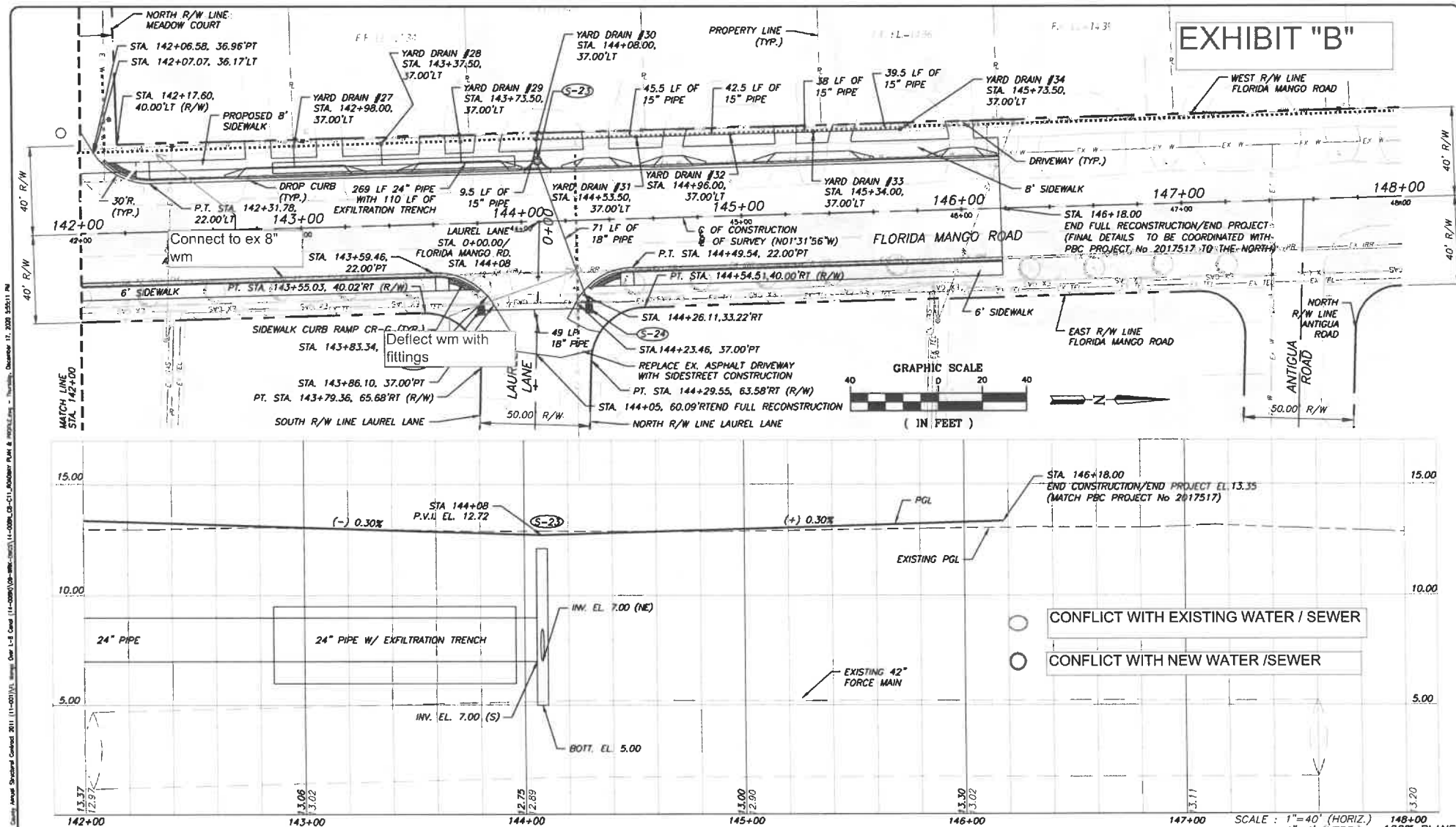
FLORIDA MANGO ROAD
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

ROADWAY PLAN & PROFILE

Scale: 1" = 40' (HORIZ.)
1" = 4' (VERT.)

Sheet: 11
of: 55
Project No.: 2015520

EXHIBIT "B"



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Alan Gerwig & Associates, Inc.
 12700 W. Forest Hill Blvd., Suite 201
 Wellington, FL 33414
 CA #7969
 Civil and Structural Engineers

Scale: AS NOTED
 Approved: SAC
 Drawn: RM
 Checked: LP
 Date: 12/17/2020

No.	Revision	By	Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 2029, WEST PALM BEACH, FLORIDA

SHAWN A. COLEMAN, P.E.
 License No. 68929

FLORIDA MANGO ROAD
 (FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
ROADWAY PLAN & PROFILE

Sheet: 12
 of: 55
 Project No.: 2015520

Fiscal Impact Chart: Change Order No. 1 (Work Authorization WG-U01A) - Florida Mango (Edgewater Drive to Barbados Drive) (Task Order No. 294)

Funding to support the Fla Mango (Edgewater to Barbados) Project (Task Order No. 294) was provided by the Water & Sewer Enterprise Fund:

<i>Allocated/Estimated Project Funding:</i>	<i>Amount</i>
FY 2022 Approved Funding - Water & Sewer Fund:	\$ 959,265.35
FY 2022 Requested Add'l Funding - Water & Sewer Fund:	\$ 4,200.00
TOTAL ALLOCATED/APPROVED BUDGET	\$ 963,465.35
<i>Expected Project Costs:</i>	<i>Amount</i>
FY 2022 Actual Costs - Design & Engineering - Water & Sewer Fund (TO #294):	\$ 61,163.10
FY 2022 Actual Costs - Construction - Water & Sewer Fund (TO #294):	\$ 205,805.68
FY 2022 Projected Costs - Design & Eng - Water & Sewer Fund (TO #294):	\$ 12,946.90
FY 2022 Projected Costs - Construction - Water & Sewer Fund (TO #294):	\$ 683,549.67
TOTAL PROJECT REQUEST/COSTS:	\$ 963,465.35

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.

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



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Utilities

ITEM #10: Approve Lift Station Rehabilitation (Task Order No. 233) - Invitation to Bid (ITB) No. 2022B-008 - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - B&B Underground Construction, Inc.

SUMMARY: The Utilities Department has a need to rehabilitate three of its wastewater lift stations. Currently, the Village wastewater collection system serves approximately 12,000 accounts and includes approximately sixty-five (65) lift stations throughout our utility service area that are integral to safe and proper wastewater collection operations. Each year, staff reviews the Village's lift stations and identifies those that are in need of upgrades to maintain reliable service. The lift stations identified for rehabilitation within FY 2018 include: PS-31 (FL Mango Lift Station), PS-33 (Waterside Lift Station) and Woodhaven Lift Station.

The Village Council has authorized Egnenuity Group to serve as the Village's consulting engineer to complete the engineering and design for this project (Task Order #233) for \$116,954.00. Proposed upgrades include replacement of pumps, piping and controls, lining of the wetwell, installation of SCADA (Supervisory Control and Data Acquisition) technology (for a higher level monitoring) and other site improvements.

To ensure the lowest possible price for this project, the Village issued an Invitation to Bid (ITB) on May 12, 2022, for Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven. The process was completed by the Village through a competitive bid selection process - Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven (ITB No. 2022B-008 - May 12, 2022).

Within the FY 2022 Budget - Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village approved \$900,000.00 for the Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven. Four (4) bid proposals were received:

<u>Vendor</u>	<u>Total Bid</u>
B&B Underground Construction, Inc.	\$1,226,795.00
Hinterland Group, Inc.	\$1,445,725.00
Foster Marine Contractor, Inc.	\$1,343,922.80
Southern Underground Industries, Inc.	\$1 Incomplete

After reviewing the four (4) bids received, the Assistant Utilities Director, the Village Attorney, and the Village's Consulting Engineer, Enegeuity Group, determined that B&B Underground Construction,

Inc. provided the lowest responsible and responsive bid. As a result, the staff is recommending that the Council award this proposed contract (Task Order No. 233) to B&B Underground Construction, Inc. for the amount of \$1,226,795.00

If approved, the Village would accept B&B Underground Contracting'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 within the approved budget as it may be adopted/amended each year for these goods and/or services over the term of this contract.

The project will take approximately 210 days (April 2023) to complete following the Notice to Proceed from the Village. Long lead time on the emergency generator due to supply chain shortages may delay the start of the project.

The proposed agreement was prepared by the Village Attorney and reviewed by the Assistant Utilities Director, the Utilities Project Manager, and the Finance Director.

The Village has not worked with the proposed vendor previously but did receive positive feedback from the supplied references.

FISCAL IMPACT:

Funding to support the proposed Lift Station Rehabilitation project is available within the FY 2022 Budget - Water & Sewer Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount:</u>
FY 2018 Actual Funding - Water & Sewer Enterprise Fund Task Order #233	\$ 34,361.00
FY 2019 Actual Funding - Water & Sewer Enterprise Fund Task Order #233	\$ 18,396.00
FY 2020 Actual Funding - Water & Sewer Enterprise Fund Task Order #233	\$ 22,339.00
FY 2021 Actual Funding - Water & Sewer Enterprise Fund Task Order #233	\$ 18,569.00
FY 2022 Approved Funding - Water & Sewer Enterprise Fund Task Order #233	\$900,000.00
FY 2023 Requested Funding - Water & Sewer Enterprise Fund Task Order #233	\$750,000.00
Total Allocated/Approved Budget - Task Order #233:	\$1,743,665.00

<u>Expected/Approved Project Cost:</u>	<u>Amount:</u>
FY 2018 Project Cost - Actual Engineering - Water & Sewer Enterprise Fund Task Order #233	\$ 34,361.00
FY 2019 Project Cost - Actual Engineering - Water & Sewer Enterprise Fund Task Order #233	\$ 18,396.00

FY 2020 Project Cost - Actual Engineering - Water & Sewer Enterprise Fund Task Order #233	\$ 22,339.00
FY 2021 Project Cost - Actual Engineering - Water & Sewer Enterprise Fund Task Order #233	\$ 18,569.00
FY 2022 Project Cost - Estimated Engineering - Water & Sewer Enterprise Fund Task Order #233	\$ 23,289.00
FY 2022/2023 Project Cost - Estimated Construction - Water & Sewer Enterprise Fund Task Order #233	\$1,226,795.00
Total Project Request/Cost Task Order #233:	\$1,343,749.00

Note: Construction on the proposed project is expected to continue into FY 2023. As such, the Utilities Department is requesting \$750,000.00 in the FY 2023 Water & Sewer Enterprise Fund to continue the project.

The proposed bid amount (\$1,226,795.00) was submitted by B&B Underground Contracting, Inc. and was below the engineer's estimate of 1,391,920.00

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

ATTACHMENTS:

1. Proposed Agreement - Lift Station Rehabilitation - B&B Underground Construction, Inc.
2. Village Engineer's Recommendation of Award - Lift Station Rehabilitation - ITB #2022B-008
3. Bid Proposal - Lift Station Rehabilitation - B&B Underground Construction, Inc.
4. Bid Tabulation Form - Lift Station Rehabilitation - ITB #2022B-008
5. Invitation to Bid - Lift Station Rehabilitation - ITB #2022B-008
6. Addendum No. 1 - Lift Station Rehabilitation - ITB #2022B-008
7. Addendum No. 2 - Lift Station Rehabilitation - ITB #2022B-008
8. Bid Plans - Lift Station Rehabilitation - ITB #2022B-008
9. Bid Specifications - Lift Station Rehabilitation - ITB #2022B-008
10. Lift Station Rehabilitation - CIP Form

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: **Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven**.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Engenuity Group Inc.

3.02 The Owner has retained Engenuity Group Inc. (“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 180 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 210 days after the date when the Contract Times commence to run.

Liquidated Damages

B. 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 \$ 1,000.00 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 \$ 500.00 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.

4.03 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):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

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.

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. General Conditions (pages 1 to 72, inclusive).
 - 5. Supplementary Conditions (pages 1 to 10, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 20 sheets with each sheet bearing the following general title: Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages ■■■ to ■■■, inclusive).
- 10. 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 Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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 than 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 Statutes, 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:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.: _____
(where applicable)

June 28, 2022

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

**Re: Lift Station Rehabilitation for Florida Mango, Waterside and Woodhaven
Engenuity Group Project No. 6001.40**

Dear Mr. Ward:

On June 14, 2022 bids for the referenced Project were received from Three (3) bidders. The bid amounts are shown below and on the attached tabulation sheet:

Bidder	Bid Price
B&B Underground Construction	\$ 1,226,795.00
Foster Marine	\$ 1,343,922.80
Hinterland Group, Inc	\$ 1,445,725.00

We recommend this work be awarded to B&B Underground Construction based on the following:

1. They submitted the lowest bid.
2. They have performed comparable satisfactory work recently for other municipalities.
3. From the completed projects, we spoke with Amanda Barnes at the Town of Jupiter about their water main project. She stated the project went well overall and they worked well with staff and residents. There were difficulties with change orders due to the recent construction cost increases.

If you should have any questions, please give me a call.

Sincerely,



Adam Swaney, PE

SECTION 00400
BID SUBMISSION CHECKLIST

Project Name: Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven

Bid Number: 2022B-008

Bidders Name: BGB UNDERGROUND CONSTRUCTION, 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

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>JUNE 1, 2022</u>
<u>2</u>	<u>JUNE 7, 2022</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

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

ARTICLE 5 – BASIS OF BID

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

FLORIDA MANGO LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$ <u>47,200⁰⁰</u>	\$ <u>47,200.00</u>
2	Demolition	LS	1	\$ <u>17,000⁰⁰</u>	\$ <u>17,000.00</u>
3	Excavation	CY	10	\$ <u>12⁰⁰</u>	\$ <u>120.00</u>
4	6" Concrete Pad for Generator	SF	50	\$ <u>20⁰⁰</u>	\$ <u>1,000.00</u>
5	8" Compacted Subgrade for Generator	SF	50	\$ <u>10⁰⁰</u>	\$ <u>500.00</u>
6	Final Grading	SY	30	\$ <u>130⁰⁰</u>	\$ <u>3,900.00</u>
7	Gas Generator	LS	1	\$ <u>154,130⁰⁰</u>	\$ <u>154,130.00</u>
8	Gas Service to Generator (by others)	LS	1	\$ <u>1,000⁰⁰</u>	\$ <u>1,000.00</u>
9	8" DIP Force Main	LF	10	\$ <u>100⁰⁰</u>	\$ <u>1,000.00</u>
10	Connect to Existing Force Main	LS	1	\$ <u>5,000⁰⁰</u>	\$ <u>5,000.00</u>
11	Coatings for Structures and Piping	LS	1	\$ <u>18,500⁰⁰</u>	\$ <u>18,500.00</u>
12	60"x60" Valve Vault Top Slab w/ H20 Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Grate	EA	1	\$ <u>15,700⁰⁰</u>	\$ <u>15,700.00</u>
13	63"x63" Wet Well Top Slab w/ H20 Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Grate	EA	1	\$ <u>10,000⁰⁰</u>	\$ <u>10,000.00</u>

14	6" Flanged Coupling with Kam Lock and Dust Cap	EA	1	\$ <u>1,800⁰⁰</u>	\$ <u>1,800.00</u>
15	6" Flanged Check Valve	EA	2	\$ <u>3,000⁰⁰</u>	\$ <u>6,000.00</u>
16	6" Flanged Plug Valve	EA	2	\$ <u>3,000⁰⁰</u>	\$ <u>6,000.00</u>
17	Fittings	TN	0.4	\$ <u>30,000⁰⁰</u>	\$ <u>12,000.00</u>
18	Pressure Gauge Assembly	EA	1	\$ <u>3,500⁰⁰</u>	\$ <u>3,500.00</u>
19	2" DWV P-Trap Assembly	EA	1	\$ <u>2,000⁰⁰</u>	\$ <u>2,000.00</u>
20	4" DIP Vent with Screen Assembly	EA	1	\$ <u>3,000⁰⁰</u>	\$ <u>3,000.00</u>
21	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ <u>90,000⁰⁰</u>	\$ <u>90,000.00</u>
22	Conduit, F&I, 2" PVC	LF	125	\$ <u>5⁰⁰</u>	\$ <u>625.00</u>
23	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	250	\$ <u>6⁰⁰</u>	\$ <u>1,500.00</u>
24	ELECTRICAL RACK, 3P-100A-480V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$ <u>40,000⁰⁰</u>	\$ <u>40,000.00</u>
25	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ <u>50,000⁰⁰</u>	\$ <u>50,000.00</u>
26	NEW RTU PANEL & INSTRUMENTATION	LS	1	\$ <u>35,000⁰⁰</u>	\$ <u>35,000.00</u>
27	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ <u>15,000⁰⁰</u>	\$ <u>15,000.00</u>
28	FPL Service Connection Charge	LS	1	\$ <u>500⁰⁰</u>	\$ <u>500.00</u>
29	Clear & Grub	LS	1	\$ <u>1,000⁰⁰</u>	\$ <u>1,000.00</u>
30	Landscape Restoration	LS	1	\$ <u>1,500⁰⁰</u>	\$ <u>1,500.00</u>

Florida Mango Lift Station Subtotal Bid Amount

\$ 544,475.00

WATERSIDE LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$ <u>40,000⁰⁰</u>	\$ <u>40,000.00</u>
2	Demolition	LS	1	\$ <u>15,000⁰⁰</u>	\$ <u>15,000.00</u>
3	Excavation	CY	10	\$ <u>20⁰⁰</u>	\$ <u>200.00</u>
4	8" Compacted Subgrade for Wet Well & Valve Vault	SY	20	\$ <u>300⁰⁰</u>	\$ <u>6,000.00</u>
5	6" Concrete Pad for Wet Well & Valve Vault	SY	20	\$ <u>80⁰⁰</u>	\$ <u>1,600.00</u>
6	Finish Grading	SY	20	\$ <u>20⁰⁰</u>	\$ <u>400.00</u>
7	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	55	\$ <u>100⁰⁰</u>	\$ <u>5,500.00</u>
8	4" DIP Gravity Sewer to Existing FM	LF	3	\$ <u>100⁰⁰</u>	\$ <u>300.00</u>
9	Connect to Existing Force Main	EA	1	\$ <u>1,000⁰⁰</u>	\$ <u>1,000.00</u>
10	Coatings for Structures and Pipes	LS	1	\$ <u>9,000⁰⁰</u>	\$ <u>9,000.00</u>
11	54"x42" Wet Well Top Slab w/ Med. Rated Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Gate	EA	1	\$ <u>8,500⁰⁰</u>	\$ <u>8,500.00</u>
12	48x48" Valve Vault Top Slab with Med. Rated Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Gate	EA	1	\$ <u>15,000⁰⁰</u>	\$ <u>15,000.00</u>
13	4" Flanged Coupling with Kam Lock and Dust Cap	EA	1	\$ <u>1,500⁰⁰</u>	\$ <u>1,500.00</u>
14	4" Flanged Check Valve	EA	2	\$ <u>2,000⁰⁰</u>	\$ <u>4,000.00</u>
15	4" Flanged Plug Valve	EA	2	\$ <u>2,500⁰⁰</u>	\$ <u>5,000.00</u>
16	Fittings	TN	0.25	\$ <u>35,000⁰⁰</u>	\$ <u>8,750.00</u>
17	Pressure Gauge Assembly	EA	1	\$ <u>2,500⁰⁰</u>	\$ <u>2,500.00</u>

18	2" DWV P-Trap Assembly	EA	1	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>
19	4" DIP Vent with Screen Assembly	EA	1	\$ <u>2,200.00</u>	\$ <u>2,200.00</u>
20	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ <u>62,000.00</u>	\$ <u>62,000.00</u>
21	Remove and Replace Existing Backflow Preventer	EA	1	\$ <u>2,800.00</u>	\$ <u>2,800.00</u>
22	PVC Water Connection to Backflow Preventer	LF	10	\$ <u>20.00</u>	\$ <u>200.00</u>
23	CONDUIT, F&I, 2" PVC	LF	125	\$ <u>6.00</u>	\$ <u>750.00</u>
24	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	250	\$ <u>6.00</u>	\$ <u>1,500.00</u>
25	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
26	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ <u>42,000.00</u>	\$ <u>42,000.00</u>
27	NEW RTU PANEL & INSTRUMENTATION	LS	1	\$ <u>40,000.00</u>	\$ <u>40,000.00</u>
28	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
29	FPL Service Connection Charge	LS	1	\$ <u>500.00</u>	\$ <u>500.00</u>
30	Clear & Grub	LS	1	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
31	Landscape Restoration	LS	1	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>

Waterside Lift Station Subtotal Bid Amount

\$ 345,500.00

WOODHAVEN LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$ <u>35,110.00</u>	\$ <u>35,110.00</u>
2	Demolition	LS	1	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
3	Excavation	CY	10	\$ <u>12.00</u>	\$ <u>120.00</u>
4	8" Compacted Subgrade for Wet Well & Valve Vault	SY	30	\$ <u>10.00</u>	\$ <u>300.00</u>
5	6" Concrete Pad for Wet Well & Valve Vault	SY	30	\$ <u>110.00</u>	\$ <u>3,300.00</u>
6	Finish Grading	SY	30	\$ <u>10.00</u>	\$ <u>300.00</u>
7	4" DIP Gravity Sewer to Existing FM	LF	3	\$ <u>100.00</u>	\$ <u>300.00</u>
8	Connect to Existing Force Main	LS	1	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
9	Coatings for Structures and Pipes	LS	1	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
10	30"x54" Wet Well Top Slab w/ Med. Duty Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Gate	EA	1	\$ <u>8,500.00</u>	\$ <u>8,500.00</u>
11	30"x54" Valve Vault Top Slab with Med. Duty Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Gate	EA	1	\$ <u>9,000.00</u>	\$ <u>9,000.00</u>
12	4" Flanged Coupling with Kam Lock and Dust Cap	EA	1	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
13	4" Flanged Check Valve	EA	2	\$ <u>2,000.00</u>	\$ <u>4,000.00</u>
14	4" Flanged Plug Valve	EA	2	\$ <u>2,500.00</u>	\$ <u>5,000.00</u>
15	Fittings	TN	0.25	\$ <u>35,000.00</u>	\$ <u>8,750.00</u>
16	Pressure Gauge Assembly	EA	1	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>

17	2" DWV P-Trap Assembly	EA	1	\$ <u>1,500⁰⁰</u>	\$ <u>1,500.00</u>
18	4" DIP Vent with Screen Assembly	EA	1	\$ <u>1,500⁰⁰</u>	\$ <u>1,500.00</u>
<u>Duplex Pumps with Floats, Cables, Guide</u>					
19	Rails, Anchors, and Cable Rack	EA	1	\$ <u>50,000⁰⁰</u>	\$ <u>50,000.00</u>
20	CONDUIT, F&I, 2" PVC	LF	125	\$ <u>6⁰⁰</u>	\$ <u>750.00</u>
21	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	250	\$ <u>6⁰⁰</u>	\$ <u>1,500.00</u>
22	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$ <u>50,000⁰⁰</u>	\$ <u>50,000.00</u>
23	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ <u>50,000⁰⁰</u>	\$ <u>50,000.00</u>
24	NEW RTU PANEL & INSTRUMENTATION	LS	1	\$ <u>32,000⁰⁰</u>	\$ <u>32,000.00</u>
25	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ <u>30,000⁰⁰</u>	\$ <u>30,000.00</u>
26	FPL Service Connection Charge	LS	1	\$ <u>15,000⁰⁰</u>	\$ <u>15,000.00</u>
27	Clear & Grub	LS	1	\$ <u>500⁰⁰</u>	\$ <u>500.00</u>
28	Landscape Restoration	LS	1	\$ <u>1,500⁰⁰</u>	\$ <u>1,500.00</u>

Woodhaven Lift Station Subtotal Bid Amount \$ 336,820.00

TOTAL OF ALL BID PRICES \$ 1,226,795.00

CGC 1523248

- F. Contractor's License No.: [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- 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]*

B & B UNDERGROUND CONSTRUCTION, INC.

By:

[Signature]



[Printed name]

STEPHEN DECKER

(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]

STEPHEN DECKER

Title:

PRESIDENT

Submittal Date:

JUNE 14, 2022

Address for giving notices:

B & B UNDERGROUND CONSTRUCTION, INC.

4050 WESTGATE AVENUE, SUITE 110

WEST PALM BEACH, FL. 33409

Telephone Number:

561-249-0341

Fax Number:

561-345-3767

Contact Name and e-mail address:

STEPHEN DECKER / sdecker@bbuconst.com

Bidder's License No.:

CGC 1523248

(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):

B&B Underground Construction, Inc.
4050 Westgate Avenue, Suite 110
West Palm Beach, FL 33409

SURETY (Name, and Address of Principal Place of Business):

Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251

OWNER (Name and Address):

Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

BID

Bid Due Date: **6/14/2022**

Description (Project Name— Include Location): **Lift Station Rehabilitation for Florida Mango, Waterside and Woodhaven**

BOND

Bond Number: **n/a**

Date: **6/2/2022**

Penal sum Five Percent of Amount Bid \$ 5%

(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

B&B Underground Construction, Inc. (Seal)

Bidder's Name and Corporate Seal

SURETY

Westfield Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature

Stephen Decker

Print Name

President

Title

By:

Signature (Attach Power of Attorney)

Michael P. Broder

Print Name

Agent & Attorney-in-Fact

Title

Attest:

Signature

Title

Attest:

Signature

Title **Agent**

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0992212 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of **DAVIE** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 21st day of **MARCH** A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of **MARCH** A.D., 2014 , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of **June** A.D., 2022



Frank A. Carrino, Secretary



BRODER & COMPANY

**6191 Orange Drive, #61596
Davie, FL 33314**

**500 Vinea Place
Saint John, FL 32259**

6/2/2002

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

RE: B&B Underground Construction, Inc.
Bid: Lift Station Rehabilitation for Florida Mango, Waterside and Woodhaven

To Whom This May Concern:

We are the bonding agents for B&B Underground Construction, Inc. They are presently bonded by Westfield Insurance Company.

B&B Underground Construction, Inc.'s present bond line is \$15 Million single job and \$20 Million uncompleted work program.

As of current date B&B Underground has \$16 million available in bonding capacity.

If you have any questions, please let us know.

Sincerely,

Michael P. Broder
Broder & Company
Agent & Attorney-in-Fact
Westfield Insurance Company

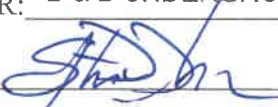
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of 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.

	<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1)	<u>E/ectron of florida.</u> <u>LAKE WORTH , FL</u>	<u>E/ECTRICAL</u>
(2)	<u>PSL</u> <u>PINEHURST Bch, FL</u>	<u>Pumps</u>
(3)	<u>MC CONTROLS</u> <u>PINEHURST Bch FL</u>	<u>Control PANEL / RTU</u>
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____

BIDDER: B & B UNDERGROUND CONSTRUCTION, INC.

By: 

Name: STEPHEN DECKER

Title: PRESIDENT

Date: JUNE 14, 2022

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:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>2500.00</u>
2. Special Shoring	\$ <u> </u>

Identify method of compliance for Item #1: SLOPEING

Identify or attach a copy of Special Shoring Requirements for Item #2: NONE

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: B & B UNDERGROUND CONSTRUCTION, INC

By: 

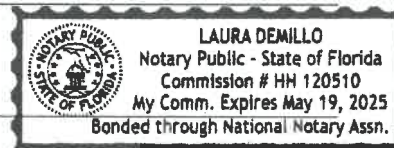
Name: STEPHEN DECKER

Title: PRESIDENT

Sworn to and subscribed before me this 14 day of JUNE, 2022.


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: B & B UNDERGROUND CONSTRUCTION, INC.

Address: 4050 WESTGATE AVENUE, SUITE 110

WEST PALM BEACH, FL. 33409

2. **SUBMITTED TO:**

VILLAGE OF PALM SPRINGS

3. **SUBMITTED FOR:**

ITB NO. 2022-008

Owner:

VILLAGE OF PALM SPRINGS

Project Name:

REHABILITATION OF FLORIDA MANGO, WATERSIDE
AND WOODHAVEN LIFT STATIONS

TYPE OF WORK:

LIFT STATION REHABILITATION

4. **CONTRACTOR'S CONTACT INFORMATION**

Contact Person:

STEPHEN DECKER

Title:

PRESIDENT

Phone:

561-249-0341

Email:

sdecker@bbuconst.com

5. **AFFILIATED COMPANIES:**

Name: NONE

Address: _____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: N/A

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: N/A

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: FLORIDA

Date of Organization: JANUARY 27, 2015

Executive Officers:

- President: STEPHEN DECKER

- Vice President(s): STEPHEN DECKER

- Treasurer: STEPHEN DECKER

- Secretary: STEPHEN DECKER

☐ LIMITED LIABILITY COMPANY

State of Organization:

N/A

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

N/A

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

N/A

- Address:

Joint Venture Managing Partner

- Name:

N/A

- Address:

7. LICENSING

Jurisdiction: STATE OF FLORIDA
Type of License: CERTIFIED GENERAL CONTRACTOR
License Number: CGC 1523248
Jurisdiction: STATE OF FLORIDA
Type of License: P. E.
License Number: 57422

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: WESTFIELD INSURANCE COMPANY
Address: ONE PARK CIRCLE
WESTFIELD CENTER, OHIO 44251
Bonding Agent: BRODER & COMPANY
Address: 6191 ORANGE DRIVE # 6156 E
DAVIE, FL. 33314
Contact Name: ART BRODER
Phone: 954-584-3002
Aggregate Bonding Capacity: 20 MILLION
Available Bonding Capacity as of date of this submittal: 16 MILLION

***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:	FIRST CITIZENS BANK
Address:	1098 MILITARY TRAIL
	JUPITER, FL. 33458
Account Manager:	SUMMER HELD
Phone:	561-253-8131

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.

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: STEPHEN DECKER

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):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2017</u>	EMR	<u>1.05</u>
YEAR	<u>2018</u>	EMR	<u>0.97</u>
YEAR	<u>2019</u>	EMR	<u>0.90</u>
YEAR	<u>2020</u>	EMR	<u>0.74</u>
YEAR	<u>2021</u>	EMR	<u>0.74</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2017</u>	TRFR	<u>0</u>
YEAR	<u>2018</u>	TRFR	<u>0</u>
YEAR	<u>2019</u>	TRFR	<u>0</u>
YEAR	<u>2020</u>	TRFR	<u>0</u>
YEAR	<u>2021</u>	TRFR	<u>0</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>56,997.75</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>83,730.5</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>73,444.5</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>83,077.25</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>66,999.25</u>

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	<u>2017</u>	DART	<u>0</u>
YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2019</u>	DART	<u>0</u>
YEAR	<u>2020</u>	DART	<u>0</u>
YEAR	<u>2021</u>	DART	<u>0</u>

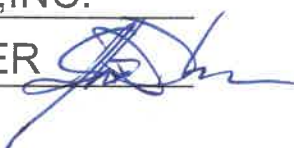
13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: B & B UNDERGROUND CONSTRUCTION, INC.

BY: STEPHEN DECKER 

TITLE: PRESIDENT

DATED: JUNE 14, 2022

NOTARY ATTEST:

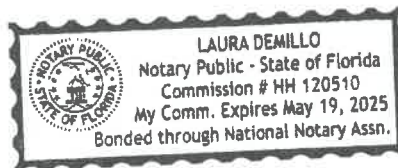


SUBSCRIBED AND SWORN TO BEFORE ME

THIS 14 DAY OF JUNE, 2022

NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION EXPIRES: 5/19/25



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.

PLEASE SEE ATTACHED LIST OF COMPLETED JOB

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
N. BOOSTER PUMP STATION	Name: GILES RHOADS Address: 301 COLLEGE ST Telephone: 561-586-1640	Name: JOHN LEEMON Company: MOCK,ROSS,&ASSOC. Telephone: 561-683-3113 X.158	AUG.2016	NEW VALVES & PIPING	100%	119,000.00
20" RECLAIMED MAIN	Name: LANREN BURACK Address: CITY OF BOCA RATON Telephone:	Name: CITY OF BOCA RATON Company: Telephone:	SEPT.2016	NEW 20" MAIN	100%	223,750.00
STRATFORD WATERMAIN	Name: JOHN REINSVOLD Address: WELLINGTON Telephone:	Name: JONATHAN REINSVOLD VILLAGE OF Company: WELLINGTON Telephone: 561-791-4092	OCT.2016	WATER MAINS SERVICES,CURBS DRIVEWAYS	100 %	2,851,764.40
TROPICAL DRIVE & BARTON ROAD	Name: GILES RHOADS Address: 301 COLLEGE ST. Telephone: 561-586-1640	Name: GILES RHOADS Company: CITY OF L.W. Telephone: 561-586-1640	APRIL 2017	WATER MAINS SERVICES ROADS	100%	2,298,500.00
6TH & 7TH STREET DRAINAGE ,WATER, SERVICES	Name: TERRENCE BAILEY Address: 600 W.BLUE HERON B. Telephone: 561-845-4081	Name: Company: STANTECH Telephone:	AUG.2017	DRAINAGE,ROADS WATER,CURBS	100 %	829,417.00
2" WATER REPLACEMENT	Name: GILES RHOADS Address: 301 COLLEGE Telephone: 561-586-1640	Name: JOHN LEEMON Company: MOCK,ROSS,ASSOC. Telephone: 561-683-3113 X 158	SEPT.2018	WATER,SERVOCES ROADS,CURBS, SIDEWALKS	100 %	4,310,681.53
WASTEWATER PUMP STATION 16 & 33	Name: GILES RHOADS Address: 301 COLLEGE ST. Telephone: 561-586-1640	Name: JOHN LEEMON Company:MOCK,ROSS,&ASSOC Telephone: 561-683-3113 X.158	OCT.2018	REHAB.LIFT STATIONS	100 %	226,700.00

EICDC' C-451, Qualifications Statement.

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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
LS 1609 GRAVITY SEWER AND WATER	Name: CITY OF LAKE WORTH Address: 7. N DIXIE Telephone: 561-586-1640	Name: JOHN LEEMON Company: MOCK, ROOS Telephone: 561-683-3113	JAN.2017	LIFT STATION AND GRAVITY SEWER	100%	408,500.00
WASTEWATER PUMP STATION 16 & 33	Name: CITY OF LAKE WORTH Address: 7 N.DIXIE HWY. Telephone: 561-586-1640	Name: JOHN LEEMON Company: MOCK, ROOS Telephone: 561-683-3113	SEPT.2018	REHAB OF 2 L. STATIONS	100%	226,700.00
RUYN VILLAGE L.S. WASTEWATER SYSTEM	Name: PBCOUNTY WATER Address: 8100 FORESTHILL BLVD. Telephone: 561-493-6000	Name: JOE TANACREDI Company: PBCWUD Telephone: 561-493-6000	11/9/2019	NEW F.MAIN, REHAB. 2 L. STATIONS	100%	719,505.00
WASTEWATER PUMP STATION 15 & 21	Name: CITY OF LAKE WORTH Address: 7 N.DIXIE HWY. Telephone: 561-586-1640	Name: JOHN LEEMON Company: MOCK, ROOS Telephone: 561-683-3113	3/14/2020	REHAB. LIFT STATION 15 & 21	100%	440,518.00
WASTEWATER PUMP STATION 12 & 14	Name: CITY OF LAKE WORTH Address: 7 N.DIXIE HWY. Telephone: 561-586-1640	Name: Company: HOLTZ CONSULTING Telephone:	1/14/2021	REHAB. OF L. STATION 12 & 14	100%	862,280.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

PLEASE SEE JOB LIST ATTACHED

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:				

LIST SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
NONE	NONE	NONE	NONE	NONE	NONE

(Signed) _____

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The VILLAGE OF PALM SPRINGS, herein called the "Owner."

Pursuant to bidding requirements for the work titled "LIFT STATION REHABILITATION
FOR FLORIDA MANGO, WATERSIDE AND WOODHAVEN",

the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of PALM BEACH

STEPHEN DECKER, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is ~~XX~~ PRESIDENT (officer's title)
of B & B UNDERGROUND CONSTRUCTION, 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

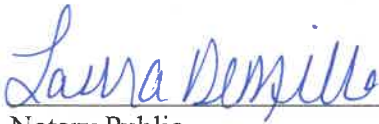
- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

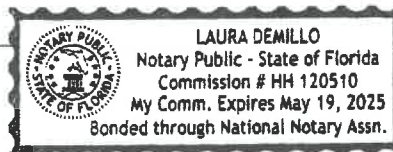


STEPHEN DECKER

Subscribed and sworn to before me
this 14 day of JUNE, 2022



Notary Public



My commission expires 5/19/25

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that B & B UNDERGROUND CONSTRUCTION, 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

JUNE 14, 2022

Date Signed

State of: FLORIDA

County of: PALM BEACH

Sworn to and subscribed before me this 14 day of JUNE, 2022

Personally known or Produced Identification

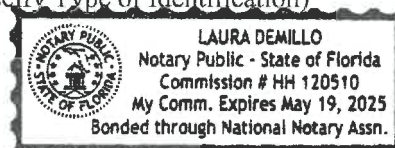
PERSONALLY KNOWN

(Specify Type of Identification)



Signature of Notary

My Commission Expires 5/19/25



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 STEPHEN DECKER, who, being
by me first duly sworn, made the following statement:

1. The business address of B & B UNDERGROUND CONSTRUCTION, INC.
(firm name of Bidder/Contractor)

is 4050 WESTGATE AVENUE, SUITE 110, WEST PALM BEACH, FL. 33409

2. My relationship to STEPHEN DECKER
(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.

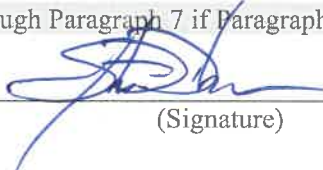
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(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)

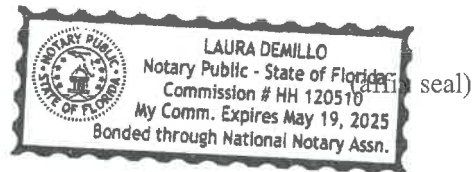
Sworn to and subscribed to before me in the State and County first mentioned above on the 14th day of

June, 2022.

Laura Demillo
Notary Public

5/19/22

My commission expires



SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, STEPHEN DECKER, on behalf of
B&B UNDERGROUND CONSTRUCTION, 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:

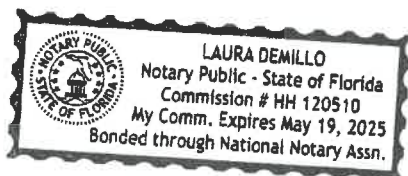
1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the 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: [Signature]
Name: STEPHEN DECKER
Title: PRESIDENT
Date: JUNE 14, 2022

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to (or affirmed) and subscribed before this 14
day of JUNE, 2022, by STEPHEN DECKER, who is the
PRESIDENT of B&B UNDERGROUND CONSTRUCTION, INC., who is
personally known to me or who has produced PERSONALLY KNOWN as identification.



NOTARY PUBLIC [Signature]
Printed Name of Notary Laura Demillo
My Commission expires: 5/19/22

BID CHECK LIST NUMBER 12

ARTICLE 3 QUALIFICATIONS OF BIDDERS

3.01 PLEASE SEE ATTACHED COMPLETED PROJECTS LIST (ATTACHED)

a.ATTACHED BIDDER'S AUTHORITY TO DO BUSINESS IN THE STATE OF FLORIDA

b.ATTACHED STATE CONTRACTORS LICENSE

1.ATTACHED CURRENT BALANCE SHEET AS OF JUNE 2022

2.COMPLETED PROJECT LIST

3. PRESENT COMMITMENTS

a.PROJECT NEIGHBORHOOD DISTRICT 1 YEAR 4 FOR THE CITY OF LAKE WORTH BEACH CONTRACT IS FOR \$ 2,861,581.50 ,JOB IS APPROX.40% COMPLETED CONTACT IS GILES RHOADS 561-586-1640

b. PALM BEACH SHORES WATER MAIN IMPROVEMENTS FOR THE CITY OF RIVIERA BEACH,,PROJECT TO START THE END OF JUNE,2022 JOHN ARMSTRONG CITY OF RIVIERA BEACH.

D. SIMILAR TYPE JOBS

D.1. PENCE PARK LIT STATION \$ 1,178,500.00 COMPLETED IN JUNE OF 2015 FOR THE CITY OF BOYNTON BEACH 561-742-6310

D.2.LIFT STATION FOR LOXAHATCHEE RIVER CONTROL DISTRICT \$ 198,000.00 COMPLETED IN 2015 561-747-5700

D.3.WASTEWATER PUMP STATION 16 & 33 FOR THE CITY OF LAKE WORTH BEACH \$226,700.00 COMPLETED IN OCT.2018 GILES RHOADS 561-586-1640

D.4.RUYON VILLAGE WATER AND WASTEWATER 2 LIFT STATIONS.FOR PALM BEACH COUNTY WATER UTILITIES JOE TANACREDI 561-493-6000 NOV.2019

D.5.WASTEWATER PUMP STATION 15 AND 21 FOR THE CITY OF LAKE WORTH BEACH, \$ 440,518.00 COMPLETED MARCH 2020 GILES RHOADS 561-5686-1640

D.6.WASTEWATER PUMP STATION 12 AND 14 \$ 862,280.00 COMPLETED JAN.2021 GILES RHOADS 561-586-1640

E. ATTACHED CURRENT CERTIFICATE OF INSURANCE

State of Florida

Department of State

I certify from the records of this office that B&B UNDERGROUND CONSTRUCTION INC. is a corporation organized under the laws of the State of Florida, filed on January 27, 2015.

The document number of this corporation is P15000007744.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 7, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of March, 2022*



Randy Lee
Secretary of State

Tracking Number: 2756648649CC

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

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

3.01
1. Balance sheet

11:51 AM

06/07/22

Accrual Basis

B&B Underground Construction, Inc.

Balance Sheet

As of June 7, 2022

	Jun 7, 22
ASSETS	
Current Assets	
Checking/Savings	
1027 · South(Cente)rState Cking -7758	34,836.70
1036 · Comerica Bank Checking -1069	50,000.00
1037 · Comerica Money Market -1085	50,010.74
1038 · Comerica Bank Payroll-1077	25,000.00
1040 · First Citizens Bank Oper-0689	1,482,932.12
1041 · First Citizens Payroll-0697	28,438.18
1042 · First Citizens MM-5361	1,500,736.80
Total Checking/Savings	3,171,954.54
Accounts Receivable	
1200 · Accounts Receivable	1,283,420.79
Total Accounts Receivable	1,283,420.79
Total Current Assets	4,455,375.33
Fixed Assets	
1501 · Autos & Trucks	810,311.25
1503 · Machinery & Equipment	613,729.78
1508 · Accumulated Depreciation	-879,817.84
Total Fixed Assets	544,223.19
Other Assets	
1520 · Construction in Progress	224,975.72
Total Other Assets	224,975.72
TOTAL ASSETS	5,224,574.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	519,624.41
Total Accounts Payable	519,624.41
Other Current Liabilities	
2007 · Note Payable Equip & Truck	407,389.95
2009 · Unclaimed Wages	1,076.71
2200 · Overbillings	775,408.51
Total Other Current Liabilities	1,183,875.17
Total Current Liabilities	1,703,499.58
Total Liabilities	1,703,499.58
Equity	
3016 · 2016 Distributions	-22,114.70
3017 · 2017 Distributions	-273,000.00
3018 · 2018 Distributions	-734,355.00
3019 · 2019 Distributions	-1,504,000.00
3020 · 2020 Distributions	-868,800.00
3021 · 2021 Distributions	-643,276.00
3022 · 2022 Distributions	-600,000.00
32000 · *Retained Earnings	7,888,774.81
3800 · Common Stock Equity	2,000.00
Net Income	275,845.55
Total Equity	3,521,074.66
TOTAL LIABILITIES & EQUITY	5,224,574.24

11:50 AM

B&B Underground Construction, Inc.

06/07/22

Profit & Loss

Accrual Basis

January 1 through June 7, 2022

	Jan 1 - Jun 7, 22
Income	
4200 · Construction Income	2,763,503.44
4201 · Interest Income	179.04
4205 · Misc Income	7,892.51
Total Income	2,771,574.99
Gross Profit	2,771,574.99
Expense	
5901 · Medical	30,769.29
6011 · Workmen's Comp Expense	14,299.59
6012 · General Liab Expense	14,759.10
6013 · Umbrella Insurance	6,454.20
6101 · Subcontractors Expense	313,027.54
6104 · Bond Expense	10,328.00
6240 · Equipment Rental	66,005.26
6560 · Payroll Expenses	
6560D · Payroll Expenses Dirt	122,533.76
6560M · Payroll Expenses Mechanic	49,085.50
6560O · Payroll Expenses Office	91,553.76
6560P · Payroll Expenses Pipe	207,812.63
6560R · Payroll Expenses Rock	94,584.00
6560T · Payroll Expenses Truckers	35,225.00
Total 6560 · Payroll Expenses	600,794.65
6710 · Equipment Repairs	30,608.05
6735 · Fuel Expense	79,962.78
6750 · Vehicle Expense	44,436.18
6755 · Electrical Supplies	1,200.00
6802 · Sewer Material	42,376.37
6803 · Storm Materials	-449.40
6804 · Water Material	650,943.46
6806 · Rock Material	59,463.97
6807 · Concrete Material	44,787.50
6808 · Welding Material	1,141.32
6809 · Form Boards, Plywood	36,681.82
6810 · Sod, Seed, Mulch, Grass	13,870.48
6811 · Asphalt Material	63,756.67
6812 · Dumping Fees	8,648.57
6813 · Port-A- Potty	3,020.89
6814 · Safety Supplies	1,006.62
6815 · Survey Supplies	1,332.00
6817 · Wellpoint Expense	1,200.00
6818 · Roadway Signs	3,352.72
6819 · Testing & Video Labs	18,139.00
6820 · Sunpass Expense	1,678.21
6900 · Travel & Entertainment	29,830.28
6903 · Incidentals	-1,500.00
6904 · Other Job Costs	7,904.95
6935 · Small Tools	6,828.49
7015 · Bank Fees	669.57
7020 · Dues & Subscriptions	2,700.00
7101 · Equipment Insurance	2,675.60
7104 · Auto Insurance	21,281.70
7106 · Work Comp Expense	0.00
7120 · Salary -Officer (Sales)	58,300.00
7130 · Office Supplies	22,453.85
7131 · Payroll Tax Expense	52,411.81
7132 · Plans -Future Bids	2,397.42
7133 · Postage and Delivery	299.96
7135 · Professional Fees	21,520.48
7155 · Tax, Tags & Licenses	55,241.71
7156 · Telephone	5,856.86
7159 · PR Processing Fees	7,299.26
7160 · Utilities	6,817.64
7161 · Rent Expense	27,142.00

11:50 AM

B&B Underground Construction, Inc.

06/07/22

Profit & Loss

Accrual Basis

January 1 through June 7, 2022

	Jan 1 - Jun 7, 22
8001 - Interest Expense	2,003.02
Total Expense	2,495,729.44
Net Income	275,845.55



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****

4050 WESTGATE AVE Ste 110
WEST PALM BEACH, FL 33409

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	DECKER STEPHEN	CGC1523248	B21.560853 - 07/19/21	\$27.50	B40156035

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

**STATE OF FLORIDA
PALM BEACH COUNTY
2021/2022 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016090160
EXPIRES: SEPTEMBER 30, 2022**

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.



7
6-1358

B AND B UNDERGROUND CONSTRUCTION INC
B AND B UNDERGROUND CONSTRUCTION INC
4050 WESTGATE AVE STE 110
WEST PALM BEACH FL 33409-4732



4050 WESTGATE AVE SUITE 110
WEST PALM BEACH, FL 33409

WEST PALM BEACH, FL 33409

Business Detail

Business Name:	B AND B UNDERGROUND CONSTRUCTION INC	Tax Year:	2019
Trade Name:	B AND B UNDERGROUND CONSTRUCTION INC	License Number:	2016090160
Phone Number:	561-249-0341	Lic. Status:	Active
New Business:	04/01/2015	Certificate:	CGC1523248
Business Type:	GENERAL CONTRACTOR (23-0051)	Cert. Issued:	08/20/2018
Number of Units:	1	NAICS:	23-0051

Memo:

REQUIRED: SUBMIT CURRENT VALID COPY OF CILB OR DBPR STATE CERTIFICATION, LICENSE, OR EXEMPTION FOR RENEWAL

Tax Information

Bill Number	Due Date	Bill Year	Tax	Penalty/Fee	Interest	Total Due
B40170070	9/30/2018	2019	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:			\$0.00	\$0.00	\$0.00	\$0.00

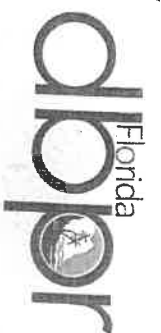
Tax Payment

Bill Year	Bill Number	Receipt Number	Amount Paid	Last Paid	Paid By
2019	B40170070	B18.512676	\$27.50	8/17/2018	



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



DECKER, STEPHEN D

B&B UNDERGROUND CONSTRUCTION INC.

4050 WESTGATE AVE STE 110

WEST PALM BEACH, FL 33409

LICENSE NUMBER: CGC1523248

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.





Ron DeSantis, Governor

STATE OF FLORIDA



BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



LICENSE NUMBER: PE57422

EXPIRATION DATE: FEBRUARY 28, 2023

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.



**Palm Beach County
Office of Equal Business Opportunity**

Certifies That

B&B Underground Construction Inc.

Vendor # VS0000005945

*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 22, 2020 to May 21, 2023*

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

Boring, Drilling, Testing, and Soundings Services, Including Concrete Coring; Construction, Curb and Gutter Including Maintenance, Repair and Removal Service; Maintenance and Repair, Highway and Road, Including Removal of Asphalt, Concrete, Bitumens, etc.; Maintenance and Repair, Sewer and Storm Drain, Including Removal; Maintenance and Repair, Street (Major and Residential); Maintenance and Repair, Utility/Underground Projects; Maintenance and Repair, Water System, Main and Service Line

Allen Gray
Allen Gray, Manager
04/23/2020



Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor

Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

3-C
2. Completed Project List

B & B UNDERGROUND CONSTRUCTION, INC.
4050 WESTGATE AVE. SUITE 110
WEST PALM BEACH, FL. 33409

COMPLETED PROJECTS

PROJECT NAME	LOCATION	VALUE	COMPLETION DATE	% COMP.
3. COUNTRY CLUB RAW WATER OWNER: SEMINOLE COUNTY	SANFORD, FL. (407) 665-000	\$1,239,000.00 ROBERT BRADLEY	AUG. 2013	100%
4. TONEY PENNA SANITARY SEWER OWNER: LOX, RIVER DISTRICT	JUPITER, FL. 747-5700 	\$156,700.00 CLINTON YERKES	SEPT. 2013	100%
5. WEST 36TH STREET IMPROVEMENTS OWNER: CITY OF RIVIERA BEACH	RIVIERA BCH, FL. (561) 845-4185	\$417,500.00 TERRENCE BAILEY	JAN. 2014	100%
6. WEST 13 TH STREET IMPROVEMENTS OWNER: CITY OF RIVIERA BEACH	RIVIERA BCH, FL. (561) 845-4185	\$1,693,500.00 TERRENCE BAILEY	SEPT. 2014	100%
7. RAW WATER FOR PW-9 & PW-10 OWNER: BOARD OF COUNTY COMM.	BELLE GLADE 561-493-6000	422,306.25	JULY, 2014	100%
8. N LAKE IDA AREA WATER MAIN OWNER: CITY OF DELRAY BEACH	DELRAY BEACH 561-243-7000	\$389,085.00	MAY, 2014	100%
9. DELRAY SHORES WATER MAIN OWNER: CITY OF DELRAY BEACH	DELRAY BEACH 561-243-7000	\$727,266.00	AUGUST, 2014	100%
10. RAW WATER FOR WELL 16 OWNER: CITY OF LAKE WORTH	LAKE WORTH 561-586-1674	\$569,445.00	AUGUST, 2014	100%

11. 14TH, 15TH CRESTWOOD OWNER: CITY OF LAKE WORTH	LAKE WORTH 561-586-1674	\$ 1,176,045.00	JANUARY, 2015	100%
12. PENCE PARK LIFT STATION OWNER: CITY OF BOYNTON BEACH	BOYNTON BEACH 561-742-6310	\$ 1,178,500.00	JUNE, 2015	100%
13. BLOCK ISLAND WATER MAIN OWNER: VILLAGE OF WELLINGTON	WELLINGTON 561-791-4055	\$ 1,405,000.00	MAY, 2015	100%
14. OCEAN COVE FORCE MAIN OWNER: LOXHATCHEE RIVER CONTROL	JUPITER 561-747-5700	\$ 187,000.00	APRIL, 2015	100%
15. LIFT STATION IMPROVEMENTS 2015 OWNER: LOXHATCHEE RIVER DISTRICT	JUPITER 561-747-5700	\$ 198,000.00	SEPT. 2015	100%
16. SOUTH WEST BELLE GLADE WATER	BELLE GLADE	\$ 4,169,146.00	JULY, 2016	100%
B & B UNDERGROUND CONSTRUCTION, INC. 4050 WESTGATE AVE. SUITE 110 WEST PALM BEACH, FL. 33409				
COMPLETED PROJECTS				
17. 120th AVENUE SOUTH OWNER: JW CHEATHAM, LLC	WELLINGTON	\$ 172,503.05	JULY, 2016	100%
18. N. BOOSTER PUMP STATION OWNER: CITY OF LAKE WORTH JULIE PURHAM	LAKE WORTH	\$ 119,000.00	AUG. 2016	100%
19. JUPITER PLANTATION FORCE MAIN OWNER: LOXHATCHEE RIVER CONTROL	JUPITER 561-747-5700	\$ 105,000.00	AUG. 2016	100%
20. 20" RECLAIMED MAIN OWNER: CITY OF BOCA LAUREN BURACK	BOCA RATON 561-338-7329	\$ 223,750.00	SEPT. 2016	100%

Files Attached 561-586-1640

21. STRATFORD WATERMAIN	WELLINGTON	\$ 2,851,764.40	OCT.2016	100%
OWNER: VILLAGE OF WELLINGTON JONATHAN REINSVOLD 561-4092				
22. TROPICAL DRIVE & BARTON ROAD	LAKE WORTH	\$ 2,298,500.00		100%
OWNER: CITY OF LAKE WORTH JULIE PURHAM 561-586-1798 / <i>Giles Rhoads 561-586-1640</i> Apr-17				
23. LS 1609 GRAVITY SEWER & WATER	LAKE WORTH	\$ 408,500.00		100%
OWNER: CITY OF LAKE WORTH JULIE PURHAM 561-586-1798 / <i>Giles Rhoads 561-586-1640</i> Apr-17				
24. 8TH AVENUE SOUTH WATER	LAKE WORTH	\$ 338,500.00		100%
OWNER: CITY OF LAKE WORTH JULIE PURHAM 561-586-1798 / <i>Giles Rhoads 561-586-1640</i> Jan-17				
25. 6TH & 7 STREET DRAINAGE	RIVIERA BEACH	\$ 829,417.00		100%
OWNER: CITY OF RIVIERA BEACH TERENCE BAILEY 561-548-3472 AUG.-17				
26. 12" WATER MAIN INTERCONNECT	BOCA RATON	\$ 233,000.00		100%
OWNER: CITY OF BOCA RATON LAUREN BURACK 561-338-7329 17-Jul				
PROJECTS CURRENTLY UNDER CONSTRUCTION AS OF JAN. 2017				
27. 2" WATER MAIN REPLACEMENT	LAKE WORTH	\$ 4,310,681.53	SEPT.2018	100%
4",6",8" NEW WATER MAINS,NEW ROADWAY, NEW CURB,SIDEWALKS, <i>Giles Rhoads 561-586-1640</i>				
DRIVEWAYS				
28.WASTEWATER PUMP STATION 16 & 33		\$226,700.00		100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1798 / <i>Giles Rhoads 561-586-1640</i> OCT.2018				
REHAB. EXISTING LIFT STATION				
29. NW 1ST AVE. WATER & FORCE MAIN	SOUTH BAY			
OWNER: PALM BEACH COUNTY <i>Joe Tannas 561-493-6000</i> AS OF 1-31-2018				
REPLACEMENT OF 12" WATER MAIN AND 12" FORCE MAIN,JACK& BORE				
CASINGS				
30. FEDERAL GARDENS 11TH - 14TH STREET RIVIERA BEACH		\$ 5,598,234.25	OCT.2018	100%

OWNER: CITY OF RIVIERA BEACH TERRENCE BAILEY 561-845-4180
**NEW 6" & 8" WATER MAINS, NEW STROM DRAINAGE, RECONSTRUCT EXISTING
ROADWAYS, NEW STREET LIGHTING, RELINING OF EXISTING SANITARY
SEWER SYSTEM**

31. 2" WATER MAIN REPLACE. PH III	LAKE WORTH	\$	3,455,350.35	SEPT., 2019	100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1710					
32. ROAD PROGRAM DIST. 3, YEAR 2	LAKE WORTH	\$	1,869,294.00	OCT. 2018	100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1710					
33. EASTPOINTE FORCEMAIN IMPROVEMENTS LAKE WORTH			\$98,600.00	OCT. 2018	100%
OWNER: SEACOAST UTILITY AUTHORITY BRENT WEIDENHAMMER 561-627-2900					
34. WELLINGTON REGIONAL HOSPITAL WATER SERVICE			\$64,069.00	JAN., 2019	100%
OWNER: VILLAGE OF WELLINGTON ANJULI PANSE 561-791-4145					
35. RUNYON VILLAGE WATER & WASTEWATER SYSTEM			\$719,505.00	DATE FOR COMPLETION	PERCENT COMPLETE
OWNER: PALM BEACH COUNTY WATER UTILITIES 561-493-6000				11/9/2019	100%
36. ROAD PROGRAM DISTRICT 1 ROADWAY/WATER			\$4,875,660.00	12/12/2019	100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1798					
37. 2 INCH WATERMAIN REPLACEMENT PHASE IV			\$3,996,660.00	5/5/2020	100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1798					
38. CDO3 WYNNNEWOOD ACRES IMP. PHASE 2 WUD 15-102			\$2,675,611.25	7/14/2020	100%
OWNER: PALM BEACH COUNTY			591-493-6000		
39. WASTEWATER PUMP STATION 15 & 21			\$440,518.00	3/14, 2020	100%
CITY OF LAKE WORTH			561-586-1798		

40. WASTEWATER PUMP STATION 12 & 14 CITY OF LAKE WORTH	561-586-1798	\$862,280.00	1//14/2021	100%
41. WOODLANDS PARK LIFT STATION CITY OF BOCA RATON		\$243,178.65	DEC. 2021	100%
42. PENN PARK INFRASTRUCTURE WATER MAIN TOWN OF JUPITER	561-741-2537	\$2,363,418.00	5/14/2022	100%
CIURRENT PROJECTS:				
43. NEIGHBORHOOD DISTRICT 1 YEAR 4 CITY OF LAKE WORTH BEACH	561-586-1640	\$2,861,587.50		30%
44. PAM BEACH SHORES WATER MAIN IMPROVEMENTS CITY OF RIVIERA BEACH		\$1,600,587.50		0%
45. THE CITY OF WINTER HAVEN NEW RECLAIMED, WATER, MASTER FORCE MAIN REPLACEMENT AND POLLARD ROAD		\$8,239,396.90		85%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2022

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

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

PRODUCER Brown & Brown of Florida, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409		CONTACT NAME: Brian Schroeder PHONE (A/C, No, Ext): (561) 686-2266 E-MAIL ADDRESS: Brian.Schroeder@bbrown.com FAX (A/C, No): (561) 686-2313													
INSURED B&B Underground Construction, Inc 4050 Westgate Ave #110 West Palm Beach FL 33409		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: The Travelers Indemnity Company of America</td><td>NAIC # 25666</td></tr><tr><td>INSURER B: The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C: Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D: Bridgefield Casualty Insurance Company</td><td></td></tr><tr><td>INSURER E: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: The Travelers Indemnity Company of America	NAIC # 25666	INSURER B: The Phoenix Insurance Company	25623	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: Bridgefield Casualty Insurance Company		INSURER E: Federal Insurance Company	20281	INSURER F:	
INSURER A: The Travelers Indemnity Company of America	NAIC # 25666														
INSURER B: The Phoenix Insurance Company	25623														
INSURER C: Travelers Property Casualty Company of America	25674														
INSURER D: Bridgefield Casualty Insurance Company															
INSURER E: Federal Insurance Company	20281														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 22-23 Master COI

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	DT-CO-6P945262-TIA-22	03/20/2022	03/20/2023	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		810-6P81753A-22-26-G	03/20/2022	03/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$	
	BODILY INJURY (Per person) \$ 1,000,000						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-1S229607-22-26	03/20/2022	03/20/2023	EACH OCCURRENCE \$ 5,000,000	
	AGGREGATE \$ 5,000,000						
	\$						
	\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0196-50601-000	03/20/2022	03/20/2023	☒ PER STATUTE ☐ OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
E	Equipment Floater		BINDER	03/20/2022	03/20/2023	Scheduled \$62,225	
	Leased/Rented \$250,000						

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

B&B Underground Construction

4050 Westgate Avenue

West Palm Beach, FL 33409

EQUIPMENT LIST

<i>Year / Make</i>	<i>Model / Type</i>	<i>Vin / Serial #</i>	<i>B&B I.D.</i>
Foremans Trucks			
2002 Ford	F-250 4X4 7.3 4dr	IFTNW21F62EB92517	PT-21
2003 Ford	F-250 4X4 7.3 extcab	IFTNX21F43EB22531	PT-22
2003 Chevrolet	1500 4X4 5.3 extcab	IGCEK19T23E231511	PT-23
2003 Chevrolet	1500 4X4 5.3 extcab	IGCEK19T53E357149	PT-24
2006 GMC	1500 4X4 V-6 gas 2dr	1GTEK14X16Z112226	PT-30
2007 GMC	1500 4X4 5.3 extcab	1GTEK19Z57Z158136	PT-31
2007 GMC	Sierra 2500HD 4X4 4 dr	1GTHK23647F536613	Joey
2014 Chevy	1500 Silverado Gas	3GCPSEC2EG129509	Steve
2001 Ford	F-450 Dually 4X4 7.3 4dr	1FDXW47F91EA36381	F-450
2003	F-350	1FDWWW37F83EB05795	JESUS
Misc Trucks			
2001 Ford	450	1FDXX47P64EC42462	MT-1
Dump Trucks & Tractors			
2003 Mack	RD6885 Dump Tr 18yd	IM2P267C63M066976	DT-70
2005 Mack	CV713 Dump Tr 18yd	IM2AG11C85M027389	DT-90
2005 Mack	CV713 Dump Tr 18yd	1M2AG11C45M027390	DT-100
2002 Mack	CL-700 Tri Axle	IM2AD62C71M011716	LB-1
1999 GMC	WATER TRUCK	1GDM7H1C1XJ501287	WT-1
Trailers			
2003 ASPT	Ditch Witch Trailer	1DS00060017P1647	T-2
2005 LMT	Gooseneck Trl hooked to F-450	5L8GF242751001353	T-3
2003 IRDO	2 axle black bobcat trailer	5FEHS20223C009969	T-4
2003 ASPT	Water pressure test Trailer	FLT9001SS	T-5
2004 CAWE	Carolina 2 axle dually pintle Red	1C9DP302041803109	T-6
1996 Fontaine	Low-Boy Trailer	4LF456346V3504674	T-9
Loaders			
Cat	928G	6XR02501	LDR-7
Cat	938G	4YS02102	LDR-8
John Deere	544H	DW544HX585789	LDR-11
John Deere	544J	DW544JZ595347	LDR-12
John Deere	544H	DW544HX587059	LDR-14
New Holland	Skid Steer		
Cat	Roller Attachment		VA-2
Cat	BA18 Broom Attachment	AZN01942	BA-1
Komatsu	CK30-1	A30025 25424	B-3

B&B Underground Construction			
4050 Westgate Avenue			
West Palm Beach, FL 33409			
EQUIPMENT LIST			
<i>Year / Make</i>	<i>Model / Type</i>	<i>Vin / Serial #</i>	<i>B&B I.D.</i>
Excavators			
Komatsu	PC300	A85179	TBH-8
John Deere	225C	FF225CX500096	TBH-9
Cat	325CL	BFE00468	TBH-10
Cat	303.5	DCH00384	TBH-11
John Deere	50D	FF050DX244240	TBH-12
2006 Link Belt 130k	Hydraulic Excavator	K1J6-1269	TBH-17
Cat	308 CR	14K42S220	TBH-1
Dozers			
John Deere	650H	T0650HX910882	DZ-5
Graders			
Cat	135H	3YK00367	RG-3
Rollers			
Ingersol Rand	SD70D	149587	RRS-2
Cat	CB224C	3AL01197	RRS-5
Cat	CB224D	8RZ00231	RRS-6
DynaPac	Steel Wheel	175161	RSS-1
Combinations			
John Deere	410E 4X4	T0410EX833303	RTBH-2
Tractors			
New Holland	3930	007670B	BT-1
New Holland	345D	A445063	BT-3
Directional Drills			
Ditch Witch	JT5	DW526S433	DD-1
Asphalt Spreader			
GEHL 2012	1448	GH31961	SP-1

B & B UNDERGROUND CONSTRUCTION, INC.
4050 WESTGATE AVE.SUITE 110
WEST PALM BEACH, FL.33409

COMPLETED PROJECTS

PROJECT NAME	LOCATION	VALUE	COMPLETION DATE	% COMP.
3. COUNTRY CLUB RAW WATER OWNER: SEMINOLE COUNTY	SANFORD ,FL. (407) 665-000	\$1,239,000.00 ROBERT BRADLEY	AUG.2013	100%
4. TONEY PENNA SANITARY SEWER OWNER: LOX.RIVER DISTRICT	JUPITER, FL. 747-5700	\$156,700.00 CLINTON YERKES	SEPT.2013	100%
5. WEST 36TH STREET IMPROVEMENTS OWNER: CITY OF RIVIERA BEACH	RIVIERA BCH.FL. (561) 845-4185	\$417,500.00 TERRENCE BAILEY	JAN.2014	100%
6. WEST 13 TH STREET IMPROVEMENTS OWNER: CITY OF RIVIERA BEACH	RIVIERA BCH.FL. (561) 845-4185	\$1,693,500.00 TERRENCE BAILEY	SEPT.2014	100%
7. RAW WATER FOR PW-9 & PW-10 OWNER: BOARD OF COUNTY COMM.	BELLE GLADE 561-493-6000	422,306.25	JULY,2014	100%
8. N LAKE IDA AREA WATER MAIN OWNER: CITY OF DELRAY BEACH	DELRAY BEACH 561-243-7000	\$389,085.00	MAY,2014	100%
9. DELRAY SHORES WATER MAIN OWNER: CITY OF DELRAY BEACH	DELRAY BEACH 561-243-7000	\$727,266.00	AUGUST,2014	100%
10. RAW WATER FOR WELL 16 OWNER: CITY OF LAKE WORTH	LAKE WORTH 561-586-1674	\$569,445.00	AUGUST,2014	100%

11.14TH,15TH CRESTWOOD OWNER: CITY OF LAKE WORTH	LAKE WORTH 561-586-1674	\$ 1,176,045.00	JANUARY,2015	100%
12. PENCE PARK LIFT STATION OWNER: CITY OF BOYNTON BEACH	BOYNTON BEACH 561-742-6310	\$ 1,178,500.00	JUNE,2015	100%
13.BLOCK ISLAND WATER MAIN OWNER: VILLAGE OF WELLINGTON	WELLINGTON 561-791-4055	\$ 1,405,000.00	MAY,2015	100%
14.OCEAN COVE FORCE MAIN OWNER:LOXHATCHEE RIVER CONTROL	JUPITER 561-747-5700	\$ 187,000.00	APRIL, 2015	100%
15.LIFT STATION IMPROVEMENTS 2015 OWNER: LOXHATCHEE RIVER DISTRICT	JUPITER 561-747-5700	\$ 198,000.00	SEPT.2015	100%
16,SOUTH WEST BELLE GLADE WATER B & B UNDERGROUND CONSTRUCTION,INC. 4050 WESTGATE AVE.SUITE 110 WEST PALM BEACH,FL.33409	BELLE GLADE	\$ 4,169,146.00	JULY, 2016	100%
COMPLETED PROJECTS				
17.120th AVENUE SOUTH OWNER: JW CHEATHAM,LLC	WELLINGTON	\$ 172,503.05	JULY, 2016	100%
18.N.BOOSTER PUMP STATION OWNER: CITY OF LAKE WORTH JULIE PURHAM 561-586-1798	LAKE WORTH	\$ 119,000.00	AUG.2016	100%
19.JUPITER PLANTATION FORCE MAIN OWNER:LOXHATCHEE RIVER CONTROL	JUPITER 561-747-5700	\$ 105,000.00	AUG.2016	100%
20.20" RECLAIMED MAIN OWNER: CITY OF BOCA LAUREN BURACK 561-338-7329	BOCA RATON	\$ 223,750.00	SEPT.2016	100%

21. STRATFORD WATERMAIN	WELLINGTON	\$	2,851,764.40	OCT.2016	100%
OWNER: VILLAGE OF WELLINGTON JONATHAN REINSVOLD 561-4092					
22. TROPICAL DRIVE & BARTON ROAD	LAKE WORTH	\$	2,298,500.00	Apr-17	100%
OWNER: CITY OF LAKE WORTH JULIE PURHAM 561-586-1798					
23. LS 1609 GRAVITY SEWER & WATER	LAKE WORTH	\$	408,500.00	Apr-17	100%
OWNER: CITY OF LAKE WORTH JULIE PURHAM 561-586-1798					
24. 8TH AVENUE SOUTH WATER	LAKE WORTH	\$	338,500.00	Jan-17	100%
OWNER: CITY OF LAKE WORTH JULIE PURHAM 561-586-1798					
25. 6TH & 7 STREET DRAINAGE	RIVIERA BEACH	\$	829,417.00	AUG.-17	100%
OWNER: CITY OF RIVIERA BEACH TERRENCE BAILEY 561-548-3472					
26. 12" WATER MAIN INTERCONNECT	BOCA RATON	\$	233,000.00	17-Jul	100%
OWNER: CITY OF BOCA RATON LAUREN BURACK 561-338-7329					
PROJECTS CURRENTLY UNDER CONSTRUCTION AS OF JAN . 2017					
27. 2" WATER MAIN REPLACEMENT	LAKE WORTH	\$	4,310,681.53	SEPT..2018	100%
4",6",8" NEW WATER MAINS,NEW ROADWAY, NEW CURB,SIDEWALKS, DRIVEWAYS					
28.WASTEWATER PUMP STATION 16 & 33			\$226,700.00		100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1798					
REHAB. EXISTING LIFT STATION					
29. NW 1ST AVE. WATER & FORCE MAIN	SOUTH BAY		AS OF 1-31-2018		
OWNER: PALM BEACH COUNTY					
REPLACEMENT OF 12" WATER MAIN AND 12" FORCE MAIN,JACK& BORE CASINGS					
30. FEDERAL GARDENS 11TH - 14TH STREET RIVIERA BEACH		\$	5,598,234.25	OCT.2018	100%

OWNER: CITY OF RIVIERA BEACH TERRENCE BAILEY 561-845-4180
**NEW 6" & 8" WATER MAINS, NEW STROM DRAINAGE, RECONSTRUCT EXISTING
ROADWAYS, NEW STREET LIGHTING, RELINING OF EXISTING SANITARY
SEWER SYSTEM**

31. 2" WATER MAIN REPLACE. PH III	LAKE WORTH	\$ 3,455,350.35	SEPT..2019	100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1710				

32. ROAD PROGRAM DIST.3,YEAR 2	LAKE WORTH	\$ 1,869,294.00	OCT.2018	100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1710				

33.EASTPONTE FORCEMAIN IMPROVEMENTS LAKE WORTH		\$98,600.00	OCT.2018	100%
OWNER: SEACOAST UTILITY AUTHORITY BRENT WEIDENHAMMER 561-627-2900				

34.WELLINGTON REGIONAL HOSPITAL WATER SERVICE		\$64,069.00	JAN..2019	100%
OWNER: VILLAGE OF WELLINGTON ANJULI PANSE 561-791-4145				

CURRENT PROJECTS UNDER CONTRACT FEBRUARY 2019

35.RUNYON VILLAGE WATER & WASTEWATER SYSTEM		\$719,505.00	DATE FOR COMPLETION	PERCENT COMPLETE
OWNER: PALM BEACH COUNTY WATER UTILITIES 561-493-6000				
			11/9/2019	100%

36. ROAD PROGRAM DISTRICT 1 ROADWAY/WATER		\$4,875,660.00	12/12/2019	100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1798				

37. 2 INCH WATERMAIN REPLACEMENT PHASE IV		\$3,996,660.00	5/5/2020	100%
OWNER: CITY OF LAKE WORTH JULIE PARHAM 561-586-1798				

38. CDO3 WYNNNEWOOD ACRES IMP. PHASE 2 WUD 15-102		\$2,675,611.25	7/14/2020	100%
OWNER: PALM BEACH COUNTY 591-493-6000				

39.WASTEWATER PUMP STATION 15 & 21		\$440,518.00	3/14.2020	100%
CITY OF LAKE WORTH 561-586-1798				

40. WASTEWATER PUMP STATION 12 & 14 CITY OF LAKE WORTH	561-586-1798	\$862,280.00	1//14/2021	100%
41. WOODLANDS PARK LIFT STATION CITY OF BOCA RATON		\$243,178.65	DEC. 2021	100%
42. PENN PARK INFRASTRUCTURE WATER MAIN TOWN OF JUPITER	561-741-2537	\$2,363,418.00	5/14/2022	100%
CIURRENT PROJECTS:				
43. NEIGHBORHOOD DISTRICT 1 YEAR 4 CITY OF LAKE WORTH BEACH	561-586-1640	\$2,861,587.50		30%
44. PAM BEACH SHORES WATER MAIN IMPROVEMENTS CITY OF RIVIERA BEACH		\$1,600,587.50		0%
45. THE CITY OF WINTER HAVEN NEW RECLAIMED, WATER, MASTER FORCE MAIN REPLACEMENT AND POLLARD ROAD		\$8,239,396.90		85%

B&B Underground Construction
4050 Westgate Avenue
West Palm Beach, FL 33409

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2003 Ford	F-250 4X4 7.3 extcab	IFTNX21F43EB22531	PT-22
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2003 Chevrolet	1500 4X4 5.3 extcab	IGCEK19T53E357149	PT-24
2006 GMC	1500 4X4 V-6 gas 2dr	1GTEK14X16Z112226	PT-30
2007 GMC	1500 4X4 5.3 extcab	1GTEK19Z57Z158136	PT-31
2007 GMC	Sierra 2500HD 4X4 4 dr	1GTHK23647F536613	Joey
2014 Chevy	1500 Silverado Gas	3GCPCSEC2EG129509	Steve
2001 Ford	F-450 Dually 4X4 7.3 4dr	1FDXW47F91EA36381	F-450
2003	F-350	1FDWWW37F83EB05795	JESUS
Misc Trucks			
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Dump Trucks & Tractors			
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2005 Mack	CV713 Dump Tr 18yd	IM2AG11C85M027389	DT-90
2005 Mack	CV713 Dump Tr 18yd	1M2AG11C45M027390	DT-100
2002 Mack	CL-700 Tri Axle	IM2AD62C71M011716	LB-1
1999 GMC	WATER TRUCK	1GDM7H1C1XJ501287	WT-1
Trailers			
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2005 LMT	Gooseneck Trl hooked to F-450	5L8GF242751001353	T-3
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1996 Fontaine	Low-Boy Trailer	4LF456346V3504674	T-9
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Cat	938G	4YS02102	LDR-8
John Deere	544H	DW544HX585789	LDR-11
John Deere	544J	DW544JZ595347	LDR-12
John Deere	544H	DW544HX587059	LDR-14
New Holland	Skid Steer		
Cat	Roller Attachment		VA-2
Cat	BA18 Broom Attachment	AZN01942	BA-1
Komatsu	CK30-1	A30025 25424	B-3

B&B Underground Construction

4050 Westgate Avenue

West Palm Beach, FL 33409

EQUIPMENT LIST

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Cat	303.5	DCH00384	TBH-11
John Deere	50D	FF050DX244240	TBH-12
2006 Link Belt 130k	Hydraulic Excavator	K1J6-1269	TBH-17
Cat	308 CR	14K42S220	TBH-1
Dozers			
John Deere	650H	T0650HX910882	DZ-5
Graders			
Cat	135H	3YK00367	RG-3
Rollers			
Ingersol Rand	SD70D	149587	RRS-2
Cat	CB224C	3AL01197	RRS-5
Cat	CB224D	8RZ00231	RRS-6
DynaPac	Steel Wheel	175161	RSS-1
Combinations			
John Deere	410E 4X4	T0410EX833303	RTBH-2
Tractors			
New Holland	3930	007670B	BT-1
New Holland	345D	A445063	BT-3
Directional Drills			
Ditch Witch	JT5	DW526S433	DD-1
Asphalt Spreader			
GEHL 2012	1448	GH31961	SP-1



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****

4050 WESTGATE AVE Ste 110
 WEST PALM BEACH, FL 33409

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	DECKER STEPHEN	CGC1523248	B21.560853 - 07/19/21	\$27.50	B40156035

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

STATE OF FLORIDA
PALM BEACH COUNTY
2021/2022 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2016090160
EXPIRES: SEPTEMBER 30, 2022

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.



7
6-1368

B AND B UNDERGROUND CONSTRUCTION INC
 B AND B UNDERGROUND CONSTRUCTION INC
 4050 WESTGATE AVE STE 110
 WEST PALM BEACH FL 33409-4732



4050 WESTGATE AVE SUITE 110
 WEST PALM BEACH, FL 33409

WEST PALM BEACH, FL 33409

Business Detail

Business Name:	B AND B UNDERGROUND CONSTRUCTION INC	Tax Year:	2019
Trade Name:	B AND B UNDERGROUND CONSTRUCTION INC	License Number:	2016090160
Phone Number:	561-249-0341	Lic. Status:	Active
New Business:	04/01/2015	Certificate:	CGC1523248
Business Type:	GENERAL CONTRACTOR (23-0051)	Cert. Issued:	08/20/2018
Number of Units:	1	NAICS:	23-0051

Memo:

REQUIRED: SUBMIT CURRENT VALID COPY OF CILB OR DBPR STATE CERTIFICATION, LICENSE, OR EXEMPTION FOR RENEWAL

Tax Information

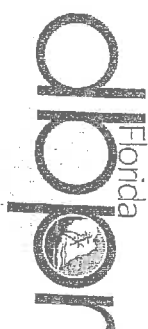
Bill Number	Due Date	Bill Year	Tax	Penalty/Fee	Interest	Total Due
B40170070	9/30/2018	2019	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:			\$0.00	\$0.00	\$0.00	\$0.00

Tax Payment

Bill Year	Bill Number	Receipt Number	Amount Paid	Last Paid	Paid By
2019	B40170070	B18.512676	\$27.50	8/17/2018	

Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



DECKER, STEPHEN D

B&B UNDERGROUND CONSTRUCTION INC.

4050 WESTGATE AVE STE 110

WEST PALM BEACH, FL 33409

LICENSE NUMBER: CGC1523248

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.





Ron DeSantis, Governor

STATE OF FLORIDA



BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



LICENSE NUMBER: PE57422

EXPIRATION DATE: FEBRUARY 28, 2023

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.



Palm Beach County Office of Equal Business Opportunity

Certifies That

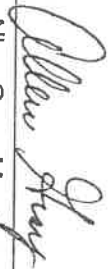
B&B Underground Construction Inc.

Vendor # VS0000005945

*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 22, 2020 to May 21, 2023*

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

Boring, Drilling, Testing, and Soundings Services, Including Concrete Coring; Construction, Curb and Gutter Including Maintenance, Repair and Removal Service; Maintenance and Repair, Highway and Road, Including Removal of Asphalt, Concrete, Bitumens, etc.; Maintenance and Repair, Sewer and Storm Drain, Including Removal; Maintenance and Repair, Street (Major and Residential); Maintenance and Repair, Utility/Underground Projects; Maintenance and Repair, Water System, Main and Service Line


Allen Gray, Manager
04/23/2020



Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor

Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2022

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

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

PRODUCER Brown & Brown of Florida, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409		CONTACT NAME: Brian Schroeder PHONE (A/C, No, Ext): (561) 686-2266 FAX (A/C, No): (561) 686-2313 E-MAIL ADDRESS: Brian.Schroeder@bbbrown.com													
INSURED B&B Underground Construction, Inc. 4050 Westgate Ave #110 West Palm Beach FL 33409		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: The Travelers Indemnity Company of America</td><td>NAIC # 25666</td></tr><tr><td>INSURER B: The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C: Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D: Bridgefield Casualty Insurance Company</td><td></td></tr><tr><td>INSURER E: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: The Travelers Indemnity Company of America	NAIC # 25666	INSURER B: The Phoenix Insurance Company	25623	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: Bridgefield Casualty Insurance Company		INSURER E: Federal Insurance Company	20281	INSURER F:	
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INSURER E: Federal Insurance Company	20281														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 22-23 Master COI

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y		DT-CO-6P945262-TIA-22	03/20/2022	03/20/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC							GENERAL AGGREGATE \$ 2,000,000
OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			810-6P81753A-22-26-G	03/20/2022	03/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$ 1,000,000						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
Medical payments \$ 2,000							
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			CUP-1S229607-22-26	03/20/2022	03/20/2023	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	DED ☒ RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0196-50601-000	03/20/2022	03/20/2023	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
E	Equipment Floater			BINDER	03/20/2022	03/20/2023	Scheduled \$62,225
	Leased/Rented \$250,000						

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4010 • www.vpsfl.org

Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven

Addendum No. 2

June 7, 2022

BIDS DUE: 2:00 PM, Local Time, June 14, 2022

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 Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven project, fully and completely as if the same were fully set forth herein.

IN THE SPECIFICATIONS

1. Kohler Generator Specifications

RESPONSES TO BIDDER QUESTIONS

Question 1: What is the Engineer's estimate for construction ?

Response 1: \$1,391,920.00

Question 2: Are the existing antennas, antenna towers (or mast) and coax cables to be reused with the new RTU's?

Response 2: No, new equipment shall be used.

Question 3: In reference to addendum 1, the control panel and RTU designs differ from the current SCADA upgrade project 2022B-003. Does the city want to deviate from the currently approved SCADA

system specifications?

Response 3: Yes, the control panels and RTU should be completed according to design.

Question 4: Can you check and see if specification for the gas generator are available for the Florida Mango Lift Station?

Response 4: A gas Kohler generator or approved equal was specified in the bid. Attached is the spec on the model used in design.

Question 5: What concerns does the town have with inflow and infiltration?.

Response 5 : The Village does not have immediate concerns with inflow and infiltration at these lift stations.

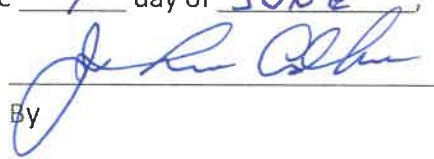
Question 6 : Will alternative wet well coatings be considered to protect against I&I and MvT?

Response 6 : Alternative materials can be submitted for approval by the Village.

Receipt acknowledged and conditions agreed to the 7 day of JUNE, 2022.

B4B Under Ground Construction, Inc.

Bidder

By 

ATTACHMENTS

ATTACHMENT 1 GENERATOR SPECIFICATIONS



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven

Addendum No. 1

June 1, 2022

BIDS DUE: 2:00 PM, Local Time, June 14, 2022

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 Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Addition of Electrical Plans
2. The level transducer referred to on Sheet E21, shall be a VEGAPLUS C 11 Radar

IN THE SPECIFICATIONS

1. Additional of Civil Specifications Divisions 1 & 2.
2. Section [Section 004100], [Basis of Bid], Article 5:

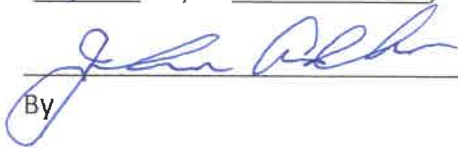
Article 5 – Basis of Bid has been updated with new unit items.

Addendum No. 1

Receipt acknowledged and conditions agreed to the 1 day of JUNE, 2022.

B&B Underground Construction, Inc.

Bidder

By 

ATTACHMENTS

ATTACHMENT 1 ELECTRICAL PLANS

ATTACHMENT 2 CIVIL SPECIFICATIONS DIVISION 1&2

ATTACHMENT 3 SEC 004100 BID FORM (NEW BID ITEMS)

END OF ADDENDUM

A GREAT PLACE TO CALL *HOME*



B & B Underground Construction, Inc.

✧ 4050 Westgate Avenue, Suite 110 ✧ West Palm Beach, Florida 33409 ✧
Phone: 561-249-0341 ✧ Fax: 561-354-3767

B & B UNDERGROUND CONSTRUCTION, INC.

COMPANY SAFETY PLAN

(Revised)January 2022

SAFETY FOR ALL

YOUR SAFETY:
YOUR RESPONSIBILITY

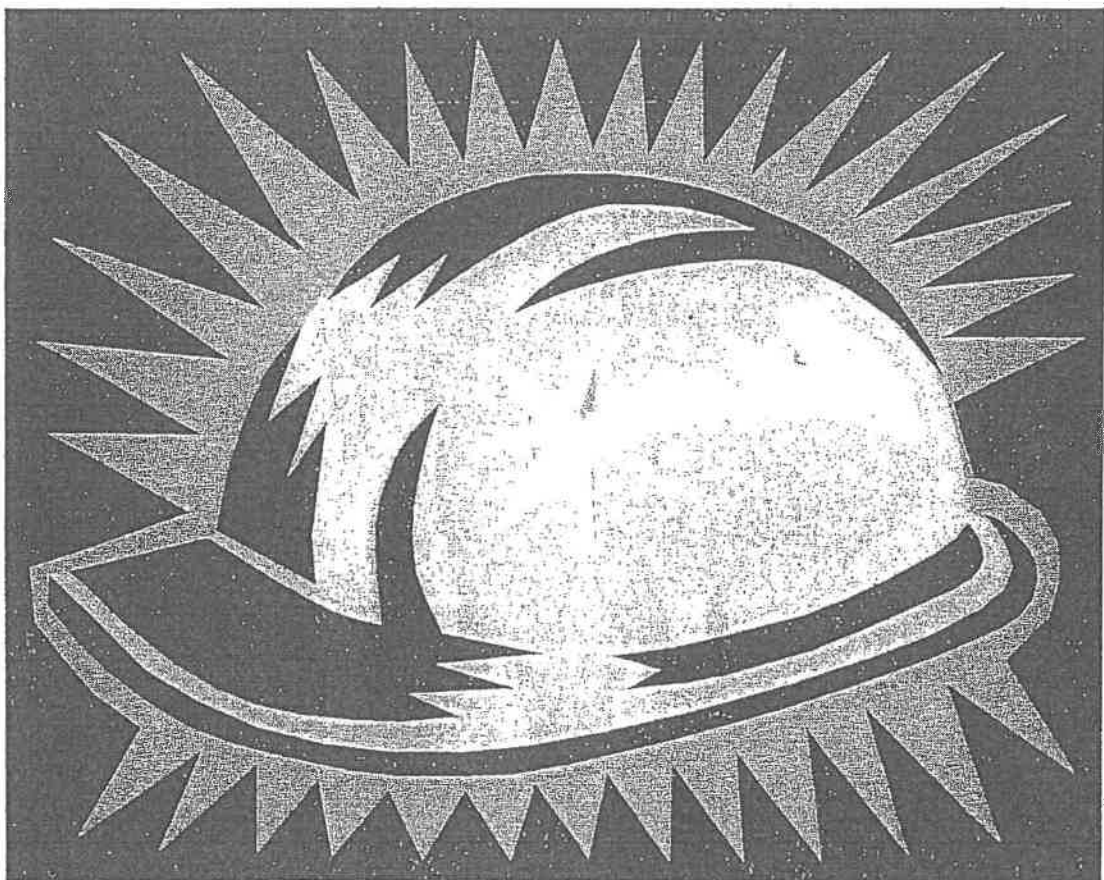


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SAFETY REGULATIONS

INTRODUCTION

SAFETY IS A TOP PRIORITY IN THIS COMPANY WITH FULL MANAGEMENT SUPPORT, TOP MANAGEMENT INSISTS THAT ALL SAFETY PRACTICES, SAFETY DIRECTIVES, AND SAFETY INSTRUCTIONS OF THE SAFETY DIRECTOR BE FOLLOWED BY EACH AND EVERY EMPLOYEE.

THE COMPANY IS CONCERNED NOT ONLY WITH THE HIGH COST OF ACCIDENTS, IT IS GENUINELY CONCERNED ABOUT THE WELFARE OF ITS EMPLOYEES. THE EXTRAORDINARY NATURE OF OUR WORK INVOLVES HAZARDS TOO NUMEROUS TO MENTION WHEN SAFETY PRACTICES ARE IGNORED.

EMPLOYEES WHO DISREGARD SAFETY INSTRUCTIONS ARE SUBJECT TO DISMISSAL AND SUPERVISORS ARE SUBJECT TO TEMPORARY SUSPENSION WHEN ACCIDENTS REPEATEDLY OCCUR ON THEIR JOBS AS A RESULT OF UNSAFE ACTS OR PRACTICES.

ACCIDENT PREVENTION IN CONSTRUCTION IS LARGELY A MATTER OF EDUCATION, VIGILANCE, COOPERATION AND COMMON SENSE. HARD AND FAST RULES ALONE WILL NOT INSURE SAFETY ON THE JOB. THIS CAN BE SECURED ONLY BY CONSTANT AND CAREFUL ATTENTION ON BEHALF OF THE SUPERINTENDENT AND FOREMAN WITH THE COOPERATION OF EACH EMPLOYEE.

SAFETY REGULATIONS

POLICY STATEMENT

IT IS THE POLICY OF B & B UNDERGROUND, INC. TO PROVIDE AND MAINTAIN A SAFE AND HEALTHFUL WORKING ENVIRONMENT, AND TO FOLLOW OPERATING PRACTICES THAT WILL SAFEGUARD EMPLOYEES AND CITIZENS RESULTING IN SAFE WORKING CONDITIONS AND EFFICIENT OPERATIONS.

IMPLEMENTATION AND INTEGRATION OF THIS PROGRAM IS DEPENDENT ON MANAGEMENT WITHIN THE ORGANIZATION. IDENTIFICATION AND CORRECTION OF POTENTIALLY HAZARDOUS OPERATIONS OR CONDITIONS MUST PROMPT IMMEDIATE MANAGEMENT ATTENTION AND POSITIVE ACTION.

ONLY THROUGH ALL ENCOMPASSING SAFETY PROGRAM AND A POSITIVE CONSTRUCTIVE ATTITUDE CAN WE ACHIEVE OUR GOAL OF EFFECTIVE SUPPORT TO OUR EMPLOYEES AND CITIZENS. NO ASPECT OF OUR TASKS WARRANT GREATER ATTENTION THAN HUMAN RESOURCES. TO THAT END, PERSONNEL SAFETY WILL NEVER BE JEOPARDIZED UNDER THE PRETENSE OF OPERATIONAL NECESSITY.

GENERAL SAFETY MANUAL

I. GENERAL SAFETY AND HEALTH REQUIREMENTS

A. GENERAL SAFETY REQUIREMENTS

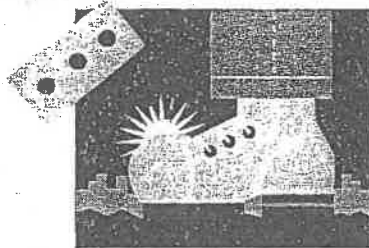
1. The use of unsafe tools, machinery, materials and equipment is prohibited. They shall be identified as unsafe by tagging and removed from service.
2. Machinery and equipment shall be operated by trained and experienced employees only.
3. All employees will be required to wear shirts covering their full trunk and having sleeves at least three inches in length as well as full length trouser or jeans and leather or leather type work boots or shoes. Sneakers, tennis shoes or sandals will not be permitted.
4. Safety Meetings will be held periodically and all employees are required to attend.

B. SAFETY TRAINING AND EDUCATION

1. Special training meetings will be held and all employees are encouraged to participate in order to improve everyone's safety awareness and cooperation.

C. ACCIDENT REPORTING AND RECORDING

1. Report the accident immediately to your Supervisor, regardless of the severity. The Supervisor is to report the accident to the Safety Office immediately.



2. All accidents involving vehicles or equipment not owned by B & B Underground Contractors, Inc. or any accident involving a pedestrian, will be reported to the proper law enforcement agency immediately.
3. Complete the Notice Of Loss Form (accident report) in accordance with the type of accident being reported. After reviewing the form with your Supervisor, make any necessary corrections and sign the form. Your Supervisor must sign the form and forward to the Safety Office within 24 hours after the accident.

4. The accident should not be discussed with anyone outside of B & B Underground Contractors, Inc. unless instructed to do so by the Safety Office within 24 hours after the accident.
5. A complete record of all accidents involving B & B Underground Contractors, Inc. employees will be kept in the Safety Office.

D. HOUSEKEEPING

1. During the course of construction, alteration, or repairs, all form and scrap lumber with protruding nails and all other debris shall be kept clear from all work areas, passageways, and stairs, in and around buildings or other structures.
2. Combustible scrap and debris shall be removed at regular intervals during the course of construction. A safe means shall be provided to facilitate such removal.
3. All oily and used rags, trash and other refuse will be stored in fire resistant covered containers.
4. All Materials, supplies, and equipment shall be arranged in an orderly way to eliminate congestion that would contribute to tripping or falling hazards and interference with work performance.
5. All protruding nails in scrap or form lumber shall be removed or backed out as soon as feasible.

II. OCCUPATIONAL HEALTH AND ENVIRONMENTAL CONTROL

A. MEDICAL SERVICES AND FIRST AID

1. All work related injuries or illnesses, regardless of the severity, should be reported immediately to the Supervisor.
2. An adequately supplied first aid kit is available on all projects to administer to minor injuries.
3. If an injury requires medical attention, it will be provided at the direction of the Supervisor or Safety Office, at an appropriate medical facility. Medical Facilities are located in the back of this book.
4. Notify the Safety Office of any visits to the emergency room and the nature of this visit.

5. Follow the instruction of the treating physician. This includes keeping the appointments when referred to other medical facilities.
6. Forward all bills for prescription and medical services to the Safety Office.
7. Assist the Supervisor in filling out the Employee Information section of the DWC-1 Part 1 (First Notice of Injury Form) at the the Safety Office.
8. Read the back side of the Employee Copy of the DWC-1, Part 1 and sign in the block for employee's signature.
9. Obtain a "Return To Work" release from the physician and forward to the Safety Office before returning to work.

B. SANITATION

1. Approved portable drinking water containers are provided for each job location. These containers are clearly marked as to its use, and are not to be used for any other purpose; i.e. the cooling of other drinks or items.
2. Single service (to be used only once) cups are provided at each drinking water container. Used paper cups shall be disposed of in a trash container - not thrown on the ground.
3. Adequate portable toilet facilities will be provided on those job projects of sufficient duration and number of employees.
4. For those jobs of short duration, and with only a few employees, arrangements will be made by the Supervisor for permission to use the facilities of the nearest service station or other establishment.

C. OCCUPATIONAL NOISE EXPOSURE

Excessive noise created by certain machines or pieces of equipment can be uncomfortable. If you have any questions on the noise created by a machine or operation that you are working on, please contact your Supervisor for further investigation and/or correction. If there is a noise problem - do not use plain cotton or other personal protective devices as they are not satisfactory or acceptable. Contact your Supervisor for correction of the problem.

D. DUSTS, FUMES, GASES AND VAPORS

When the occasion develops where it is necessary to work in or near dust, fumes, gases, or vapors, your Supervisor will provide adequate filter masks or respiratory protection for your use. Be sure that you understand how to use this protection and how to fit it properly.

III. PERSONAL PROTECTIVE EQUIPMENT

A. HEAD PROTECTION

1. **HARD HATS WILL BE PROVIDED AND SHALL BE WORN** under the following conditions:
 - a. When employees are working in areas where there is possible danger of head injury from falling or flying objects or from electrical shock and burns.
 - b. When the work involves tree or brush cutting.
 - c. When working in excavations, trenches, manholes, box culverts or vaults.
 - d. When working on bridges, overpasses or when any personnel and or equipment is working overhead.
 - e. When working where the authority having control of the premises requires that hard hats be worn.
 - f. When the Director of Safety or employee's Supervisors' judgment decrees that hard hats are necessary for the prevention of injuries.
2. Damaged or non - serviceable hats of either type must be turned in upon request for a replacement.

B. EYE AND FACE PROTECTION

1. **EYE AND FACE PROTECTION WILL BE PROVIDED AND SHALL BE WORN** by employees when operating machines or involved in operations that present potential eye or face injury from flying particles, objects, or chemicals.
2. Employees will be required to wear eye and face protection during all operations described above.

C. RESPIRATORY PROTECTION

1. Suitable respiratory protective equipment will be issued by the Supervisor for use on those jobs or projects involving air contaminants such as dust, gases, fumes or vapors
2. All respiratory protective equipment shall be inspected before use to determine its condition.
3. If the use or operation of the respiratory protective equipment is not understood, the Supervisor will provide adequate instruction.

D. SAFETY BELTS, LIFELINES, AND LANYARDS

1. Safety belts and harnesses shall be used by all employees who must place themselves in a serious fall potential.
2. A thorough inspection shall be made of all safety belts, harnesses and lifelines before use.

E. SEAT BELTS FOR CONSTRUCTION EQUIPMENT

1. All equipment equipped with a roll over protective structure (ROPS CAB) will have a seat belt. All operators of this equipment will be required to wear their seat belts when the machine is in motion.
2. At the start of each shift, as part of the machine inspection will inspect the seat belt to assure that it is in working condition. Any deficiencies Will be reported to his Foreman immediately.
3. Seat belts are not required on equipment no equipped with a roll over protective structure (ROPS CAB).

F. SAFETY NETS

1. Safety nets shall be provided when work places are more than 25 feet above the ground or water surface and other means of fall protection are impractical.
2. Nets shall be inspected frequently, and maintained in good condition.

G. WORKING OVER OR NEAR WATER

1. Employees working over or near water shall be provided with and must wear U. S. Coast Guard approved life vests and buoyant work vests.
2. Prior to and after each use, the buoyant work vests or life jackets shall be inspected for any defects that would effect their further use.
3. Ring buoys with at least 90 feet of line shall be provided and readily available for emergency use.
4. At least one lifesaving skiff shall be immediately available at locations where employees are working over or adjacent to water.

H. WORKING IN OR NEAR TRAFFIC

1. When working in or near traffic during daylight employees will wear an orange traffic vest.
2. When working in or near traffic during periods of low visibility or during nighttime hours employees will wear an orange traffic vest equipped with reflective tape.

NOTE: THE USE OF PERSONAL PROTECTIVE EQUIPMENT SUCH AS HARD HATS, EYE AND FACE PROTECTION AND RESPIRATORY PROTECTION, ETC. , WILL BE VERY STRONGLY ENFORCED...

IV. FIRE PROTECTION

A. GENERAL REQUIREMENTS

1. Appropriate and adequate fire fighting equipment shall be provided for all jobs locations and operations.
2. All fire fighting equipment will be conspicuously located.
3. Access to all available fire fighting equipment shall be maintained at all times.
4. All fire fighting equipment shall be inspected and maintained in operating condition. Defective equipment shall be reported immediately and replaced.
5. All employees should familiarize themselves with the operation of all fire fighting equipment types provided in their area. Ask your Supervisor for assistance in this regard.

2. Accident prevention tags shall be used as a temporary means of warning employees of an existing hazard such as defective tools, equipment, etc.
3. Contact your Supervisor for all safety signs, tags, and lights when needed.

B. SIGNALING

1. Directing or "flagging" traffic on a construction site is a very important job. The person selected as "flagman" is responsible for the safety and protection of B & B Underground Contractors Inc. employees and the general public when working in or around traffic conditions. Intelligence, alertness, and knowledge of exact flagging signals and procedures is an important part of completing a project safely and efficiently.
2. Signaling direction by flagmen shall be in accordance with instructions furnished by the Supervisor.
3. If you have not received instructions, or do not know the proper method of flagging **PLEASE ASK YOUR SUPERVISOR FOR INSTRUCTION. THIS IS VERY IMPORTANT TO YOUR SAFETY.**
4. A Stop/Slow Paddle will be used by all flagmen. Orange flags are for emergency use only.
5. All flagmen will be provided with and shall wear the appropriate traffic vest.
6. Standard crane and hoist signals will be used at all times. Please refer to **BASIC HAND SIGNALS** near the end of this manual.

C. BARRICADES

If barricade or sign protection is needed, at any time, please ask your Supervisor for advice on use and placement.

VI MATERIALS HANDLING AND STORAGE

A. GENERAL

1. All materials stored in tiers shall be stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling, or collapse.
2. Aisles and passageways shall be kept clear to provide for the free and safe movement of material handling equipment or employees. Such areas should be kept in good repair.
3. When a difference in road or working levels exist, ramps, blocking, grading or other means shall be used to ensure the safe movement of vehicles or equipment between the two levels.

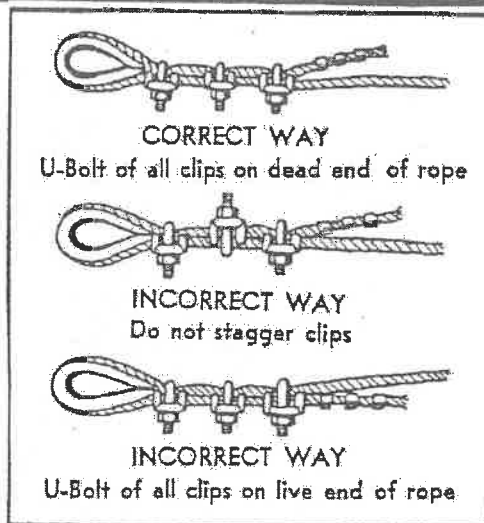
B. MATERIAL STORAGE

1. Employees required to work on stored materials in silos, hoppers, tanks, and similar storage areas shall be equipped with lifelines and safety belts.
2. Bagged material shall be stacked and stepped back in layers. Every tenth layer shall be cross-keyed.
3. Materials shall not be stored on scaffolds or runways in excess of supplies needed for immediate operations.
4. Brick stacks shall not be more than 7 feet in height. When a loose brick stack reaches a height of 4 feet, it shall be tapered back 2 inches in every foot of height above the 4 foot level.
5. When masonry blocks are stacked higher than 6 feet, the stack shall be tapered back $\frac{1}{2}$ block per tier above the 6 foot level.
6. Used lumber shall have all nails withdrawn before stacking.
7. Lumber shall be stacked on level and solidly supported sills.
8. Structural steel, poles, pipe, bar stock, and other cylindrical materials, Unless racked shall be stacked and blocked so as to prevent spreading and tilting.

C. RIGGING EQUIPMENT FOR MATERIAL HANDLING

1. Rigging equipment for material handling shall be inspected prior to use on each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment shall be removed from service.
2. When not in use, rigging equipment shall be removed from the immediate work area so as not to present a hazard to employees.
3. Job or shop hooks and links or makeshift fasteners formed from bolts, rods, etc., shall not be used.
4. Protruding ends of strands in splices on slings and bridles shall be covered or blunted.
5. Wire rope shall not be secured by knots, except on haul back lines on scrapers.
6. When U-Bolt wire clips are used, be sure that the U section is in contact With the dead end of the rope.

HOW TO ATTACH WIRE ROPE CLIPS



D. DISPOSAL OF WASTE MATERIAL

1. All scrap lumber, waste material, and rubbish shall be removed from the immediate work area as the work progresses.
2. Disposal of waste material or debris by burning shall comply with local fire regulations.
3. All solvent waste, oily rags, and flammable liquids shall be kept in fire resistant covered containers until removed from work site.
4. When materials are dropped outside the perimeter area of structures, an approved method such as the raised bed of a dump truck, or floats removed by hoist or crane shall be used.
5. Special care should be taken at all times to protect individuals and property from injury or damage as a result of debris being dropped from any height.

VII. HAND AND POWER TOOLS

A. GENERAL REQUIREMENTS

1. All hand and power tools and similar equipment shall be maintained in a safe condition.
2. Belts, gears, shafts, pulleys, sprockets, spindles, drums, fly wheels, chains, or other reciprocating, rotating and moving parts of equipment shall be guarded if such parts are exposed to contact by employees.

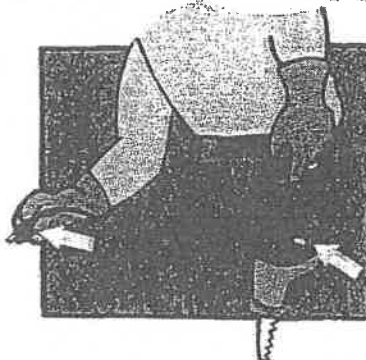
3. Employees using hand tools and exposed to the hazard of falling, flying, abrasive, and splashing objects, or exposed to harmful dusts, fumes, mists, vapors or gases shall be provided with, and must wear suitable Personal protective equipment.

B. HAND TOOLS

1. Employees shall not use unsafe hand tools.
2. Wrenches, including adjustable pipe, end, and socket wrenches shall not be used when jaws are sprung to the point that slippage occurs.
3. Impact tools such as drift ins, wedges, chisels and form pins, shall be kept free of mushroomed heads.
4. The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

C. POWER TOOLS

1. Electric power operated tools shall be grounded in accordance with appropriate standards, if otherwise, they must be approved by the Safety Director.
2. The use of electric cords for hoisting or lowering tools shall not be permitted.
3. Safety clips or retainers shall be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally disconnected.
4. Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected.
5. The use of hoses for hoisting or lowering tools shall not be permitted.
6. Compressed air shall not be used for cleaning purposes except where reduced to less than 30 p. s. i. - and then only with effective chip guarding and personal protective equipment.



IX. ELECTRICAL

A. GENERAL REQUIREMENTS

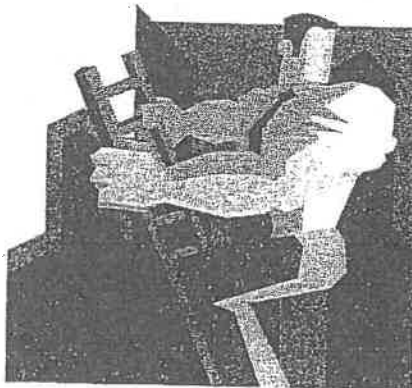
1. All electrical power lines, equipment, or apparatus repair shall be done by a qualified electrician only.
2. Sufficient work space and access space shall be provided and maintained in and around the area of electrical equipment to permit ready and safe operation and maintenance of such equipment.
3. Equipment and or circuits that are reenergized shall be rendered inoperative and have lockout tags attached at all points where such equipment or circuits can be energized.
4. Tags shall be placed to identify plainly the equipment or circuits being worked on.
5. Extension cords used with portable electric tools and appliances shall be of three wire type.
6. Temporary lights shall be equipped with guards to prevent accidental contact with the bulb.
7. Cords shall be kept clear of working spaces and walkways or other locations in which they are readily exposed to damage.
8. Worn or frayed electric cords or cables shall not be used.
9. All electrical equipment and apparatus will be inspected by the employee using the equipment or apparatus prior to each shift or use.



X. LADDERS AND SCAFFOLDING

A. LADDERS

1. NO LADDER SHALL BE USED AS A WALK PLANK.
2. The use of ladders with broken or missing rungs, or steps, or broken and split side rails, or other faulty or defective construction is prohibited.
3. When defective ladders are discovered, they shall be removed from service immediately.
4. Portable ladder feet shall be placed on a substantial base, and the area around the top and bottom of the ladder shall be kept clean.
5. Store bought ladders shall be used on such a pitch that the horizontal distance from the top support to the base (or feet) will not be greater than one fourth the vertical or height distance between these points.
6. The side rails shall extend not less than 36 inches above the landing.
7. Portable ladders in use shall be tied, blocked, or otherwise secured to prevent their being moved.
8. Portable metal ladders shall not be used for electrical work or where they may contact electrical conductors.
9. If job made ladders will be provided, contact your Supervisor for details on proper and safe construction.
10. Job made ladders shall be clear of knots; shall not be painted, and have rungs no more than 12 inches apart.
11. Job made ladders shall be used at such a pitch that the horizontal Distance from the top support to the base (or feet) will not be greater than one-eighth the vertical or height distance between these points.



B. SCAFFOLDING

1. Guardrail with top rail 42" inches high, with intermediate rail and toe board shall be installed on all open sides and ends of platform and scaffolds more than 6 feet in height.
2. No scaffold shall be erected, moved, dismantled, or altered except under supervision of Foreman or Crew Chief. Contact a Supervisor for proper and safe construction.
3. Platform planks must be of at least 2 inch lumber in good condition and free of knots. Minimum platform width will be 20 inches.
4. Planking will be laid tight, extending to guardrail posts and over end bearer at least 6 inches but not more than 12 inches.
5. Scaffold bearers shall be spaced not more than 8 feet apart, and overlapped planking shall be not less than 12 inches.

XI FLOOR OPENINGS, WALL OPENINGS, STAIRS AND RAMPS

A. FLOOR OPENINGS

1. Floor openings and floor holes shall be guarded by standard guardrail and toe board or covered.
2. Ladderway floor openings, hatchways, pits, and manhole floor opening shall be guarded with standard guardrail and toe board.

B. WALL OPENING

1. Wall openings or unprotected edges of structures more than 4 feet in height shall be protected with standard guardrail.
2. Extension platforms outside of wall openings or structure edge, shall be provided with standard side rails.

C. STAIRS

1. Stairways having four or more risers shall be provided with standard handrails.
2. Stairways shall be kept clear of all debris.

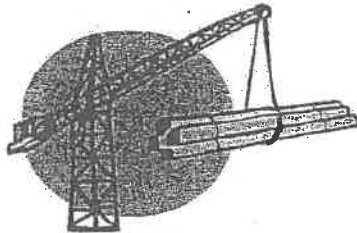
D. RAMPS

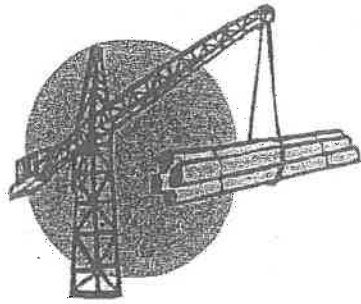
1. Ramps or runways shall be provided with standard guardrail on all open sides.
2. Ramps or runways shall be kept clear of all debris.

XII. CRANES

A. GENERAL REQUIREMENTS

1. Cranes shall be operated only by designated operators, qualified to operate the machine.
2. All operators and users should be familiar with and adhere to all applicable OSHA and ANSI Standards for crane operations.
3. All loads to be lifted shall be within the rated capacity of the crane as it is configured. If in doubt, contact your Supervisor.
4. All machinery and equipment shall be inspected prior to each use or shift, and during use to make sure it is in safe operating condition. Any deficiencies or defects shall be reported and repaired immediately.
5. Guards for belts, gears, shafts, pulleys, sprockets, spindles, drums, fly wheels, chains or other reciprocating, rotating, or moving parts shall not be removed except for parts replacement or repairs; and then replaced immediately.
6. Standard hand signal shall be used at all times.
7. Crane booms and/or lines shall NOT be located closer than 10 feet of any electric power lines, unless they have been reenergized or otherwise Protected with insulated barriers. Cage type boom guards, insulating links, or proximity warning devices may be used on cranes, but the use of such devices shall not alter the requirement of maintaining a minimum clearance of 10 feet between the lines and any part of the crane or load.
8. The owner (telephone, gas sewer, water, power, or other utility company) shall be notified when construction activities are to take place near utilities. Where practical, an owner representative will be requested to be present during construction. In any event, due care shall be exercised to protect existing utilities from accidental damage.
9. No crane load shall be lifted or suspended over employees; and employees shall not place themselves under or near suspended loads.





XIII. SLINGS

A. GENERAL REQUIREMENTS

1. **SLINGS THAT ARE DEFECTIVE OR DAMAGED SHALL NOT BE USED.**
2. Slings shall not be shortened with knots or bolts or other makeshift Devices,
3. Sling legs shall not be kinked.
4. **SLINGS SHALL NOT BE LOADED IN EXCESS OF THEIR RATED CAPACITIES.**
5. Slings used in a basket hitch shall have the loads balanced to prevent slippage.
6. Slings shall be securely attached to their loads.
7. Slings shall be padded or protected from sharp edges of their loads.
8. Suspended loads shall be kept clear of all obstruction.
9. **ALL EMPLOYEES SHALL BE KEPT CLEAR OF SUSPENDED LOADS AND OF LOADS ABOUT TO BE LIFTED.**
10. Hands or fingers shall not be placed between the sling and its load while the sling is being tightened around the load.
11. Shock loading is prohibited.
12. A sling shall not be pulled from under a load when the load is resting on the sling.

BASIC HAND SIGNALS FOR BOOM EQUIPMENT OPERATION



USE LOAD LINE

Tap fist on head; then use regular signals.



USE WHIP LINE

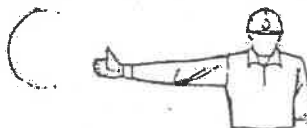
Tap elbow with one hand; then use regular signals.



RAISE THE LOAD SLOWLY



LOWER THE LOAD SLOWLY



RAISE THE BOOM AND LOWER THE LOAD

Extend thumb upward and flex fingers in and out as long as load movement is desired.



LOWER THE BOOM AND RAISE THE LOAD

Extend thumb downward and flex fingers in and out as long as load movement is desired.

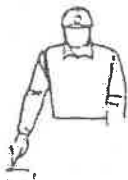


DOG EVERYTHING



EMERGENCY STOP

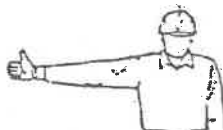
No response should be made to unclear signals.



LOWER THE LOAD



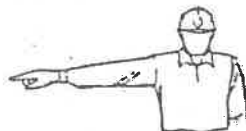
RAISE THE LOAD



RAISE THE BOOM



LOWER THE BOOM



SWING

Extend arm, with forefinger indicating direction of swing.



STOP

Extend forearm and hand in horizontal position and make slicing motion.



TRAVEL (Both Tracks) Use both flats, making a circular motion indicating direction of travel; forward or backward.



TRAVEL (One Track) Lock the track on side indicated by raised flat. Travel opposite track in direction indicated by circular motion of other flat.

Signals should be accepted only from designated signalman.
(except in the case of an emergency).

(Standard signals by International Union of Operating Engineers)

XIV. MOTOR VEHICLES AND MECHANIZED EQUIPMENT

A. MOTOR VEHICLES

1. In accordance with Florida Statute 316.614 known as the "Florida Safety Belt Law", all persons in the front seat of a motor vehicle must wear a seat belt when the vehicle is in motion.
2. The number of passengers in the front seat of a pickup must not exceed the number of seat belts available.
3. All haulage vehicles, and other vehicles shall be inspected at the beginning of each shift to ensure good operating condition. All defects shall be repaired or reported to the Supervisor immediately.
4. No employee shall ride on or in the bed of truck vehicles unless they are constructed to permit transporting personnel.

B. MECHANIZED EQUIPMENT

1. Heavy machinery, equipment or parts thereof, which are suspended or held up by use of slings, hoists, or jacks, shall be substantially blocked or cribbed to prevent falling or shifting before working under or between them.
2. All equipment and machinery shall be turned off prior to oiling, lubrication, or adjusting.
3. Bulldozer blades, scraper blades loader buckets dump bodies, and crane booms shall be either fully lowered or blocked when being repaired or when not in use. All controls shall be in neutral position, with motors stopped and brakes set.
4. Parked equipment shall be chocked and parking brake set. The controls shall be set according to manufacturers recommendations.
5. NO ONE other than the operator is permitted to ride equipment unless the equipment is made to accommodate more than one person.
6. All equipment shall be inspected at the beginning of each shift to ensure it is good operating condition. All defective parts or deficiencies should be repaired or reported to the Supervisor immediately.
7. The accessible area within the swing radius of the rotating superstructure, excluding the boom and the bucket, shall be barricaded (guarded) when:
 - a. There is insufficient room for personnel to pass by the machine without passing within the swing radius.
 - b. The equipment is used inside a building.
 - c. the equipment is required to work in or near other objects which could act as a "Pinch Point".

XV. CONCRETE AND CONCRETE FORMS

A. GENERAL REQUIREMENTS

1. All employees placing and tying reinforcing steel in walls, piers, columns, etc., shall wear safety belts which are properly secured.
2. Guy ropes or wires supporting reinforcing steel for walls, piers, columns, and similar vertical structures shall not be removed or disconnected without Supervisor's approval.
3. Riding of concrete buckets for any purpose is prohibited and vibrator crews shall be kept out from under concrete buckets suspended from cranes or cableways.
4. Eye protection shall be worn when mixing concrete or cleaning concrete Buckets or hoppers.

XVI. EXCAVATIONS AND TRENCHING

A. GENERAL REQUIREMENTS

1. The Foreman or Crew Chief in charge shall observe the excavation prior to work beginning and periodically throughout the shift. In the event he is required to leave the job, he will appoint someone to be responsible for the excavation in his absence. This person should be familiar with the type of work being done, familiar with OSHA Regulations related to Excavation and Trenching and have the authority to stop work should Conditions change and warrant such action.
2. Walkways, runways and sidewalks shall be kept clear of excavated material or other obstructions.
3. Planking used for walkways, runways and crossovers should be of standard size and in good condition. See Supervisor for instructions on size and placement.
4. Trees, boulders, and other surface encumbrances located so as to create a hazard in excavation work shall be removed or made safe before excavation is begun.
5. No employee shall work in the area of operation of any excavating machine where there is danger of being struck by the rotating super-structure.
6. Excavations more than 5 feet but less than 20 feet in depth shall be sloped, shored, or shielded as follows:
 - a. Sloping - when sloping is used as a protective system, the soil type will be determined and the proper slope for that soil type will be used. The soil type and minimum slopes are as follows:



ITB NO. 2022B-008
LIFT STATION REHABILITATION - FLORIDA MANGO, WATERSIDE, AND WOODHAVEN
Virtual E-Bid Opening - June 14, 2022

Staff Present:

Paul H. Ward, Public Service Administrator
 Theresa L. Gonzalez, Procurement Specialist
 Kimberly M. Wynn, Village Clerk
 Jane R. Worth, Deputy Village Clerk
 Walter Sanchez, Project Manager
 Tara Bamber, Engenuity Group Inc.

Meeting Start:

2:30 p.m.

Meeting End:

2:32 p.m.

Name	Email	Address	Lump Sum
B & B Underground Construction, Inc	sdecker@bbuconst.com	4050 Westgate Ave Ste 100 West Palm Beach, FL 33409	\$ 1,226,795.00
Hinterland Group, Inc	info@hinterlandgroup.com	2051 W Blue Heron Blvd Riviera Beach, FL 33404	\$ 1,445,725.00
Foster Marine Contractors, Inc	howard@foster-marine.net	3180 Fairlane Farms Road, Ste 1 Wellington, FL 33414	\$ 1,343,922.80
Southern Underground Industries, Inc	frankd@southernundergroundindustries.com	6115 NW 77 Way Fort Lauderdale, FL 33321	INCOMPLETE - \$ 1.00

**VILLAGE OF PALM SPRINGS
PALM SPRINGS, FL
ITB NO. 2022-008
LIFT STATION REHABILITATION – FLORIDA MANGO, WATERSIDE & WOODHAVEN**

ADVERTISEMENT FOR BIDS

Sealed Bids for the **Rehabilitation of Florida Mango, Waterside, and Woodhaven Lift Stations** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 p.m.** local time on **June 14, 2022**. At **2:30 p.m.** all Bids received will be publicly opened and read. The Project consists of the rehabilitation of the Florida Mango, Waterside, and Woodhaven Lift Stations.

Bidding Documents may be viewed and downloaded online at <http://www.demandstar.com> or contact in writing the Procurement Specialist at procurement@vpsfl.org. Hard copies of bidding documents may be obtained from Engenuity Group, Inc. on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.** Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non-refundable charge of \$42.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Engenuity Group, Inc. 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 \$75.00 per set, payable to "Engenuity Group, Inc." (Black & White only).

A virtual pre-bid conference will be held at **2:00 p.m.** local time on **May 26, 2022**, via GoToMeeting. Attendance at the pre-bid conference is not mandatory.

Non-Mandatory Pre-Bid Conference – May 26, 2022, at 2:00 p.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://attendee.gotowebinar.com/register/3621700465212221452>
Web ID# 173-109-939
- Phone: United States +1 (914) 614-3221 Web ID# 284-108-686

Bid Opening – June 14, 2022, at 2:30 p.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://attendee.gotowebinar.com/register/6297345518730764303>
Web ID# 344-379-787
- Phone: United States +1 (213) 929-4212 Web ID# 219-002-763

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Procurement Specialist at procurement@vpsfl.org. Questions, and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **June 3, 2022**, at **5:00 p.m.** 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**

Publication: **DemandStar, Lake Worth Herald, and Village of Palm Springs website**

Date: **May 12, 2022**

+ + END OF ADVERTISEMENT FOR BIDS + +



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

Lift Station Rehabilitation for Florida Mango, Waterside, and

Woodhaven

Addendum No. 1

June 1, 2022

BIDS DUE: 2:00 PM, Local Time, June 14, 2022

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 Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Addition of Electrical Plans
2. The level transducer referred to on Sheet E21, shall be a VEGAPLUS C 11 Radar

IN THE SPECIFICATIONS

1. Additional of Civil Specifications Divisions 1 & 2.
2. Section [Section 004100], [Basis of Bid], Article 5:

Article 5 – Basis of Bid has been updated with new unit items.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2022.

Bidder

By

ATTACHMENTS

ATTACHMENT 1 ELECTRICAL PLANS

ATTACHMENT 2 CIVIL SPECIFICATIONS DIVISION1&2

ATTACHMENT 3 SEC 004100 BID FORM (NEW BID ITEMS)

END OF ADDENDUM

ATTACHMENT 1

ELECTRICAL PLANS

SYMBOLS

	EXPOSED CONDUIT		MOTOR, (NUMBER INDICATES HORSEPOWER)
	CONDUIT RUN UNDERGROUND OR IN CONCRETE SLAB		ELECTRICAL ENCLOSURE OUTLINE
	CONDUIT RUN IN WALLS, CEILING SPACE, OR IN CONCRETE SLAB ABOVE		CONTROL RELAY OR COIL
	HOME RUN TO PANEL "5PL1" CIRCUITS #2, 4, 6. PULL #12 AWG (MINIMUM) CONDUCTORS AS REQUIRED FOR NUMBER OF CIRCUITS SHOWN IN A 3/4" (MINIMUM) CONDUIT. PROVIDE #12 NEUTRAL CONDUCTOR AS REQ'D. PULL 1#12 AWG (MINIMUM) INSULATED GROUND WIRE IN EACH CONDUIT. HOME RUNS WITHOUT CIRCUIT IDENTIFICATION SHALL BE 2#12 & 1#12G-3/4"		EXAMPLE { TD2 TIME DELAY RELAY NO. 2 CR1 CONTROL RELAY NO. 1 M1 STARTER NO. 1 MAIN COIL
	CONDUIT BENDS TOWARD OBSERVER		N.O. CONTACT, CONTROL RELAY NO. 1, CONTACT NO. 2
	CONDUIT BENDS AWAY FROM OBSERVER		N.C. CONTACT, CONTROL RELAY NO. 2, CONTACT NO. 1
	CONDUIT CAPPED		FLOAT TYPE LIQUID LEVEL SWITCH, CLOSING ON RISING LEVEL
	FLEXIBLE LIQUID-TIGHT CONDUIT CONNECTION		FLOAT TYPE LIQUID LEVEL SWITCH, OPENING ON RISING LEVEL
	INDICATES CONDUIT NUMBER SEE CONDUIT AND CABLE SCHEDULE		NORMALLY CLOSED PUSH-BUTTON MOMENTARY OPEN
	EXIT SIGN, UNIVERSAL MOUNTING. SHADED AREA INDICATES SINGLE OR DOUBLE FACED, ARROWS INDICATE EGRESS DIRECTION		TWO-POSITION SELECTOR SWITCH: H - HAND, M - MANUAL, R - REMOTE, L - LOCAL A - AUTOMATIC, O - OFF
	TYPE "A" WALL BRACKET INCANDESCENT, MERCURY VAPOR OR SIMILAR LAMP FIXTURE.		THREE POSITION SELECTOR SWITCH, (SAME AS ABOVE)
	TYPE "A" FLUORESCENT LIGHTING FIXTURE		SINGLE POLE TOGGLE SWITCH, ("ON-OFF", ETC.)
	TYPE "A" BATTERY EMERGENCY LIGHT FIXTURE		GROUND CONNECTION
	SINGLE POLE SWITCH. (WP, W/ WEATHERPROOF COVER)		OVERLOAD RELAY CONTACTS (MAGNETIC)
	SINGLE POLE SWITCH. "o" INDICATES CIRCUIT CONTROLLED.		FUSE
	THREE-WAY SWITCH		INDICATING LIGHT: A-AMBER OP-OPALESCE B-BLUE P-PURPLE C-CLEAR R-RED G-GREEN W-WHITE NE-NEON Y-YELLOW O-ORANGE
	MANUAL MOTOR STARTER		ELAPSED TIME METER
	DENOTES REFERENCE TO NOTE 1 I.E. - "SEE ELECTRICAL NOTE 1"		DISCONNECT SWITCH (SCHEMATIC)
	120V DUPLEX RECEPTACLE, NEMA CONFIGURATION 5-20.		FUSE
	240V RECEPTACLE		OVERLOAD COIL
	SPECIAL PURPOSE OUTLET		BATTERY
	DISCONNECT SWITCH (PLAN VIEW)		TIMED CONTACTS - CONTACT ACTION DELAYED AFTER COIL IS:
	FUSED DISCONNECT SWITCH (PLAN VIEW)		NORMALLY OPEN WITH TIME DELAY CLOSING
	PANELBOARD		NORMALLY CLOSED WITH TIME DELAY OPENING
	MISCELLANEOUS EQUIPMENT		FIELD TERMINATION
	THERMOSTAT		REMOTE WIRING
	COMBINATION MAGNETIC STARTER. SIZE AS INDICATED TYPE DESIGNATIONS ARE AS FOLLOWS: (FVNR) FULL VOLTAGE NON-REVERSING (RVNR) REDUCED VOLTAGE NON-REVERSING (REV) REVERSING (2S2W) TWO SPEED, TWO WINDING		DETAIL CALL OUT SEE DETAIL X, SHEET Y
	MOLDED CASE CIRCUIT BREAKER SIZE AND NUMBER OF POLES AS INDICATED. (LOCK) PADLOCKABLE (NON-AUTO) NON-AUTOMATIC (MCP) MOTOR CIRCUIT PROTECTOR (CL) CURRENT LIMITING		PHASE INSTANTANEOUS AND TIME OVERCURRENT RELAY
	DRY- TYPE TRANSFORMER WITH GROUNDED SECONDARY, KVA SIZE & VOLTAGE AS NOTED		GROUND TIME OVERCURRENT RELAY (RESIDUAL SENSING)
	CURRENT TRANSFORMER & RATIO (X)-QUANTITY		LIMIT SWITCH (N.C.)
	POWER TRANSFORMER		LIMIT SWITCH (N.O.)
	FLOAT SWITCH		
	PUSHBUTTON		
	SELECTOR SWITCH		

ABBREVIATIONS

A	AMPERE	NC	NORMALLY CLOSED
AHU	AIR HANDLING UNIT	NEC	NATIONAL ELECTRICAL CODE
AIC	AVAILABLE FAULT CURRENT (SYMMETRICAL)	NO	NORMALLY OPEN, NUMBER
ATS	AUTOMATIC TRANSFER SWITCH	NTS	NOT TO SCALE
AWG	AMERICAN WIRE GAUGE	OL	OVERLOAD RELAY
BKR	BREAKER	P	POLE
CPT	CONTROL POWER TRANSFORMER	PC	POWER CONDITIONER
CU	CONDENSING UNIT	PF	POWER FACTOR
DIA	DIAMETER	PH, Ø	PHASE
DIA	DIAMETER	PLC	PROGRAMMABLE LOGIC CONTROLLER
EF	EXHAUST FAN	PM	PHASE MONITOR
FPL	FLORIDA POWER AND LIGHT COMPANY	PNL	PANEL
G	GROUND	PSI	PER SQUARE INCH
GFCI	GROUND FAULT CIRCUIT INTERRUPTING	PVC	POLYVINYL CHLORIDE
HP	HORSEPOWER	RGS	RIGID GALVANIZED STEEL
INST	INSTANTANEOUS	RTU	REMOTE TERMINAL UNIT
J-BOX	JUNCTION BOX	SCH	SCHEDULE
KCMIL	THOUSAND CIRCULAR MILS	SH	SHIELDED
KV	KILOVOLT	SS	STAINLESS STEEL
KVA	KILO (1000) VOLT AMPS	TYP	TYPICAL
KW	KILOWATTS	V	VOLTAGE, VOLTS
MAX	MAXIMUM	W	WATTS, WIRE
MCB	MAIN CIRCUIT BREAKER	WP	WEATHERPROOF
MCC	MOTOR CONTROL CENTER		
MIN	MINUTES, MINIMUM		
MLO	MAIN LUGS ONLY		
N	NEUTRAL		

GENERAL ELECTRICAL NOTES AND SPECIFICATIONS:

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO INSTALL THE ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR COMPLETION OF THE WORK SHALL BE INCLUDED.
2. THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE, LATEST ADOPTED NATIONAL ELECTRICAL SAFETY CODE, LOCAL CODES, CITY CODES AND THE 2020 (7TH EDITION) FLORIDA BUILDING CODE.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS AND TO INCLUDE ALL FEES AS PART OF HIS BID IF NOT OTHERWISE NOTED.
4. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE OWNER & ENGINEER.
5. THE CONTRACTOR SHALL, BEFORE SUBMITTING HIS BID, VISIT THE SITES OF THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS. NO ALLOWANCE WILL BE MADE FOR EXISTING CONDITIONS OR FAILURE OF THE CONTRACTOR TO OBSERVE THEM.
6. ALL EQUIPMENT AND MATERIAL SHALL BE UNUSED AND U.L. LISTED. ALL REFERENCES TO A PARTICULAR MANUFACTURER ARE GIVEN ON AN "APPROVED EQUAL" BASIS UNLESS OTHERWISE NOTED.
7. THE CONTRACTOR IS RESPONSIBLE TO TEST ALL SYSTEMS INSTALLED OR MODIFIED UNDER THIS PROJECT AND REPAIR OR REPLACE ALL DEFECTIVE WORK TO THE SATISFACTION OF THE ENGINEER AND OWNER.
8. ALL EQUIPMENT FURNISHED AND INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE.
9. THE DRAWINGS ARE NOT INTENDED TO SHOW THE EXACT LOCATION OF CONDUIT RUNS. THESE ARE TO BE COORDINATED WITH THE OTHER TRADES SO THAT CONFLICTS ARE AVOIDED PRIOR TO INSTALLATIONS.
10. ALL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.
11. GROUNDING SHALL BE INSTALLED IN ACCORDANCE WITH NEC, ARTICLE 250. THE GROUNDING SYSTEM TEST SHALL NOT EXCEED A 48 HOUR SPAN DRY RESISTANCE OF 5 OHMS. ADDITIONAL GROUNDING TO MEET THIS REQUIREMENT SHALL BE INSTALLED AT NO EXTRA COST. GROUNDING AND BONDING CONNECTIONS SHALL NOT BE PAINTED. ALL GROUNDING CONNECTIONS SHALL BE EXOTHERMIC UNLESS SPECIFICALLY INDICATED OTHERWISE.
12. AN EQUIPMENT GROUND WIRE SIZED PER NEC SHALL BE PULLED IN ALL ELECTRICAL CONDUITS, POWER AND CONTROL, WHETHER OR NOT INDICATED ON THE PLANS.
13. PROVIDE CONDUIT DUCT SEAL AT ALL CONDUIT ENDS.
14. CONTRACTOR SHALL, WITHIN 30 DAYS AFTER THE DATE OF THE SYSTEM ACCEPTANCE, PROVIDE TO THE BUILDING OWNER RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING A SINGLE LINE DIAGRAM OF THE ELECTRICAL DISTRIBUTION SYSTEM AND RELATED FLOOR PLANS INDICATING THE LOCATION AND AREA SERVED FOR THE DISTRIBUTION.
15. CONTRACTOR SHALL PROVIDE TO THE BUILDING OWNER AN OPERATING AND MAINTENANCE MANUAL IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION C405.5.4.2 OF THE 2020 (7TH EDITH) FLORIDA BUILDING CODE - ENERGY CONSERVATION, INCLUDING ANY AMENDMENTS THERETO.
16. ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 AND ALL EXPOSED CONDUIT SHALL BE PVC SCHEDULE 80. CONDUITS TO WETWET WELL SHALL BE ALUMINUM CONDUIT.
17. POWER WIRING SHALL BE 600V THHN/THWN, COPPER.
18. CONDUCTOR PULLING TENSIONS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATION. CONTRACTOR SHALL INSTALL PULL BOXES TO MEET MANUFACTURER'S REQUIREMENTS.
19. CONTRACTOR SHALL HAVE A LOCATING COMPANY LOCATE ALL UNDERGROUND UTILITIES PRIOR TO INSTALLING THE UNDERGROUND CONDUITS. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO EXISTING PIPING, CONDUITS, ETC. TO MATCH EXISTING CONDITIONS AS PART OF HIS BID.
20. COORDINATE ALL ELECTRICAL EQUIPMENT LOCATIONS AND VERIFY ALL OBSTRUCTIONS WITH ALL SUBCONTRACTORS AND EQUIPMENT SUPPLIERS PRIOR TO ANY INSTALLATION.
21. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL LOCAL UTILITIES, AND TO MEET ALL OF THEIR INSTALLATION REQUIREMENTS. ALL LABOR, EQUIPMENT OR MATERIALS NECESSARY TO MEET THESE REQUIREMENTS IS TO BE INCLUDED IN THE PROPOSAL. THE CONTRACTOR SHALL OBTAIN, DELIVER AND INSTALL ALL CONDUITS, PULL-BOXES AND EQUIPMENT AS REQUIRED BY THE UTILITIES TO THEIR SPECIFICATIONS.

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LARRY M. SMITH, P.E.
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PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
ELECTRICAL LEGEND AND GENERAL NOTES

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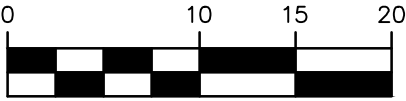
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JOB NO.	6001.40				

ELECTRICAL KEY NOTES:

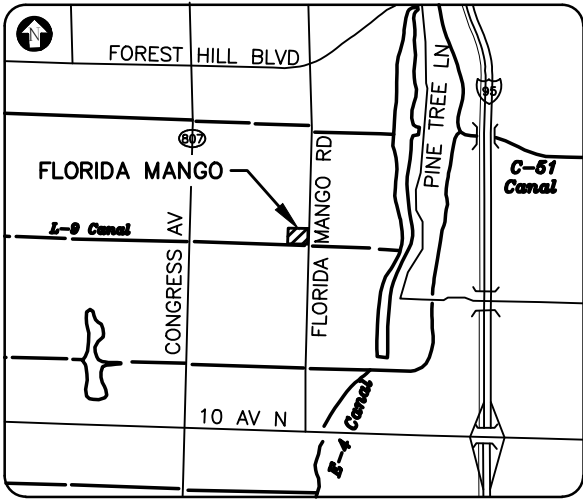
- 1
- CONTRACTOR SHALL DISCONNECT AND REMOVE EXISTING ELECTRICAL PANEL, FPL METER AND RTU COMPLETE.
- 2
- CONDUITS 007 011 013 014
- 3
- CONTRACTOR SHALL INSTALL CONDUIT AND WIRING TO EXISTING FPL POWER POLE. COORDINATE WITH FPL THE INSTALLATION OF THE NEW HAND HOLE AT THE BASE OF THE POLE AND ALL NECESSARY CONNECTIONS FOR A COMPLETE WORKING SYSTEM IN PLACE.
- 4
- CONTRACTOR SHALL PROVIDE AND INSTALL NEW ELECTRICAL RACK FOR NEW ELECTRICAL EQUIPMENT COMPLETE. SEE DETAIL ON DWG. E6.



GRAPHIC SCALE



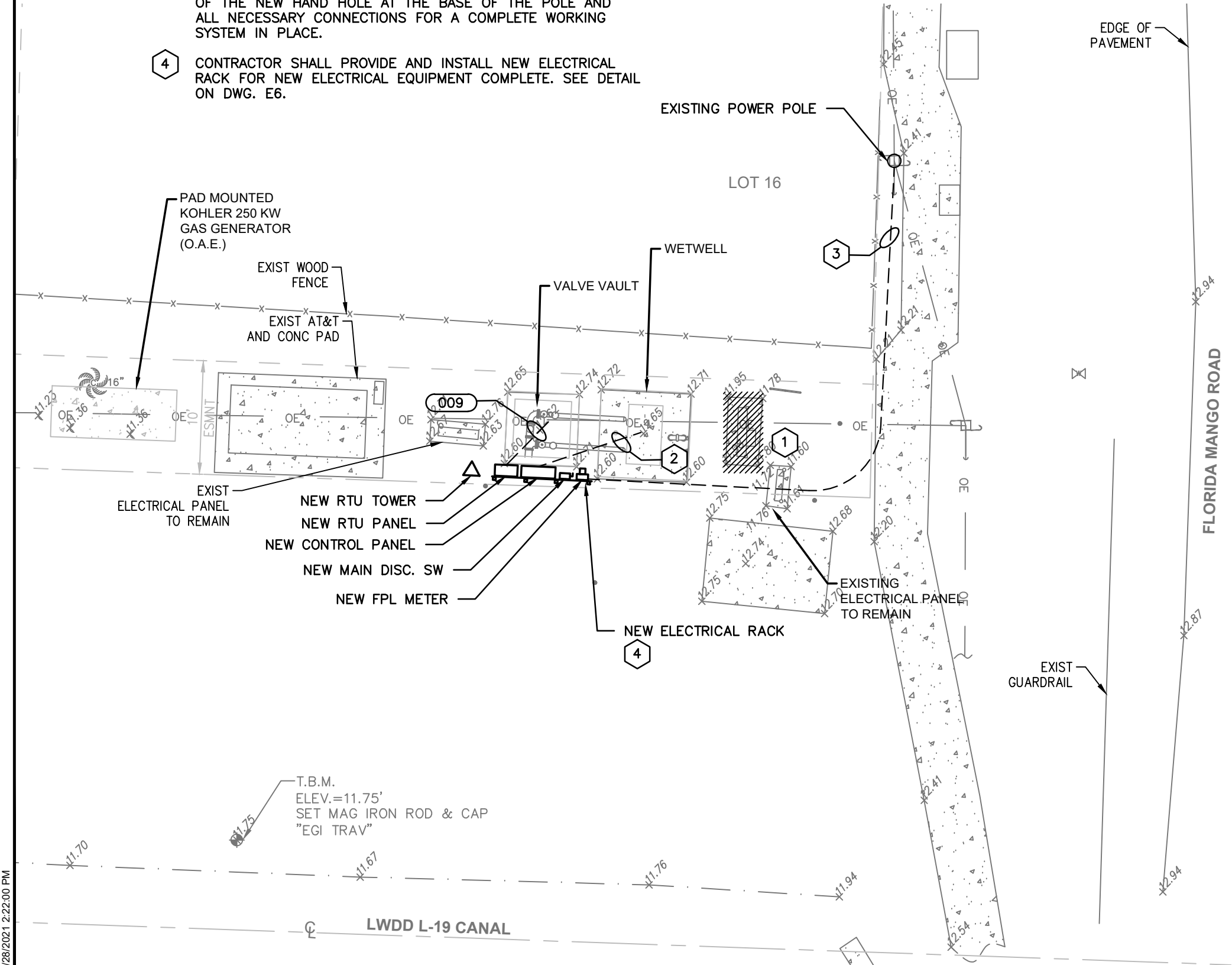
SCALE: 1"=10'



LOCATION MAP
N.T.S.

ELECTRICAL NOTES:

1.
- CONTRACTOR SHALL COORDINATE THE REQUIRED POWER SHUTDOWN WITH THE OWNER PRIOR TO DISCONNECTING THE POWER.
2.
- CONTRACTOR SHALL PROVIDE ALL NEW CONDUITS AND WIRING AS PER THE SINGLE LINE DIAGRAM.
3.
- CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PROGRAMMING OF THE RTU PANEL AND THE SCADA SYSTEM AT THE MAIN MONITORING SYSTEM COMPLETE.
4.
- CONTRACTOR IS RESPONSIBLE FOR DISCONNECTING EXISTING PUMP TO ALLOW FOR REMOVAL.
5.
- CONTRACTOR IS RESPONSIBLE FOR WIRING NEW PUMP TO MANUFACTURER'S SPECIFICATIONS.



FLORIDA MANGO LIFT STATION



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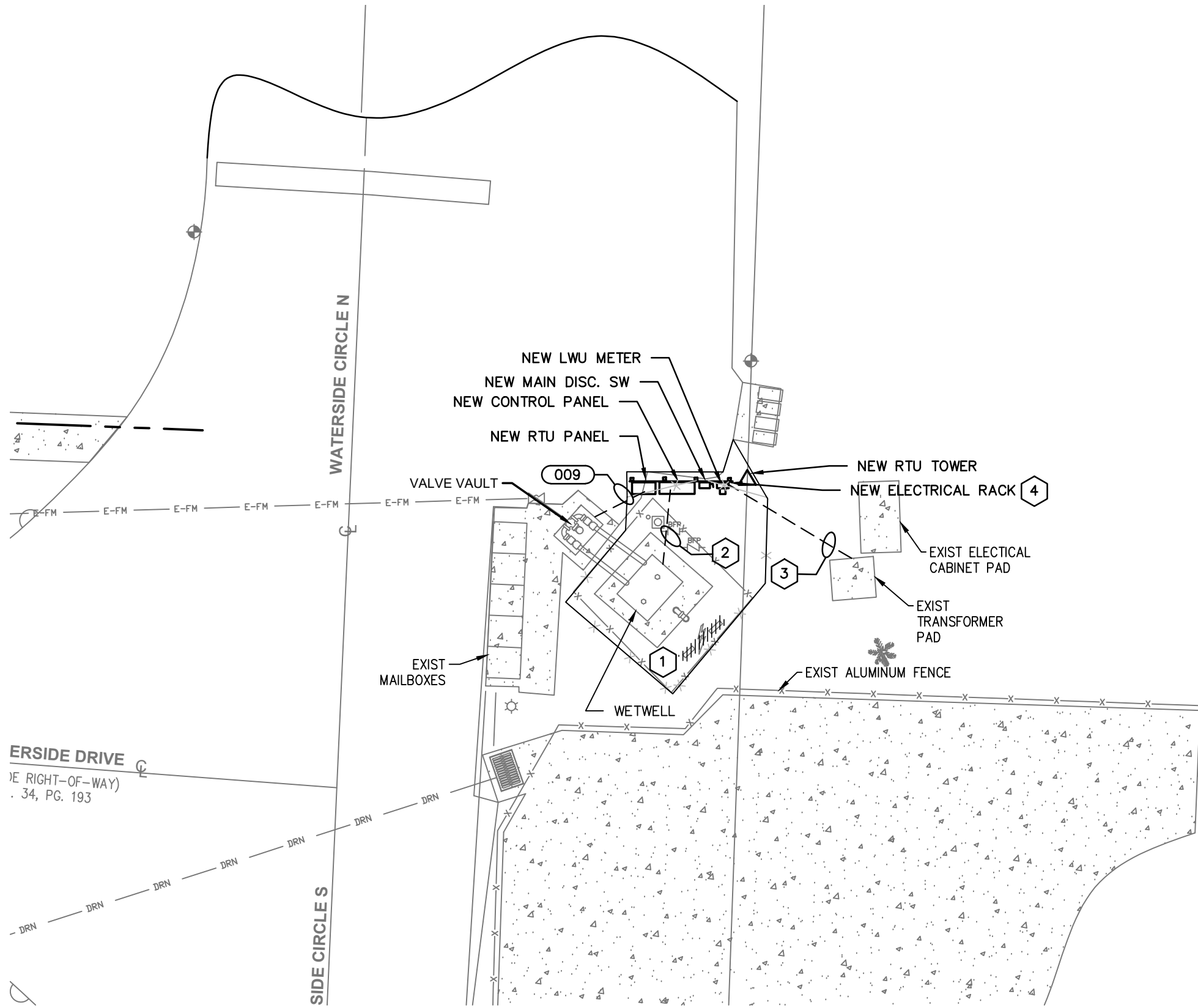
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NO. 72235

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JOB NO.	6001.40				

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WATERSIDE LIFT STATION

ELECTRICAL KEY NOTES:

- 1 CONTRACTOR SHALL DISCONNECT AND REMOVE EXISTING ELECTRICAL PANEL, FPL METER AND RTU COMPLETE.
- 2 CONDUITS 007 011 013 014
- 3 CONTRACTOR SHALL INSTALL CONDUIT AND WIRING TO EXISTING PAD MOUNTED TRANSFORMER. COORDINATE WITH LWU THE INSTALLATION OF THE NEW CONDUIT INTO THE PAD MOUNTED TRANSFORMER AND ALL NECESSARY CONNECTIONS FOR A COMPLETE WORKING SYSTEM IN PLACE.
- 4 CONTRACTOR SHALL PROVIDE AND INSTALL NEW ELECTRICAL RACK FOR NEW ELECTRICAL EQUIPMENT COMPLETE. SEE DETAIL ON DWG. E6.

ELECTRICAL NOTES:

1. CONTRACTOR SHALL COORDINATE THE REQUIRED POWER SHUTDOWN WITH THE OWNER PRIOR TO DISCONNECTING THE POWER.
2. CONTRACTOR SHALL PROVIDE ALL NEW CONDUITS AND WIRING AS PER THE SINGLE LINE DIAGRAM.
3. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PROGRAMMING OF THE RTU PANEL AND THE SCADA SYSTEM AT THE MAIN MONITORING SYSTEM COMPLETE.
4. CONTRACTOR IS RESPONSIBLE FOR DISCONNECTING EXISTING PUMP TO ALLOW FOR REMOVAL.
5. CONTRACTOR IS RESPONSIBLE FOR WIRING NEW PUMP TO MANUFACTURER'S SPECIFICATIONS.

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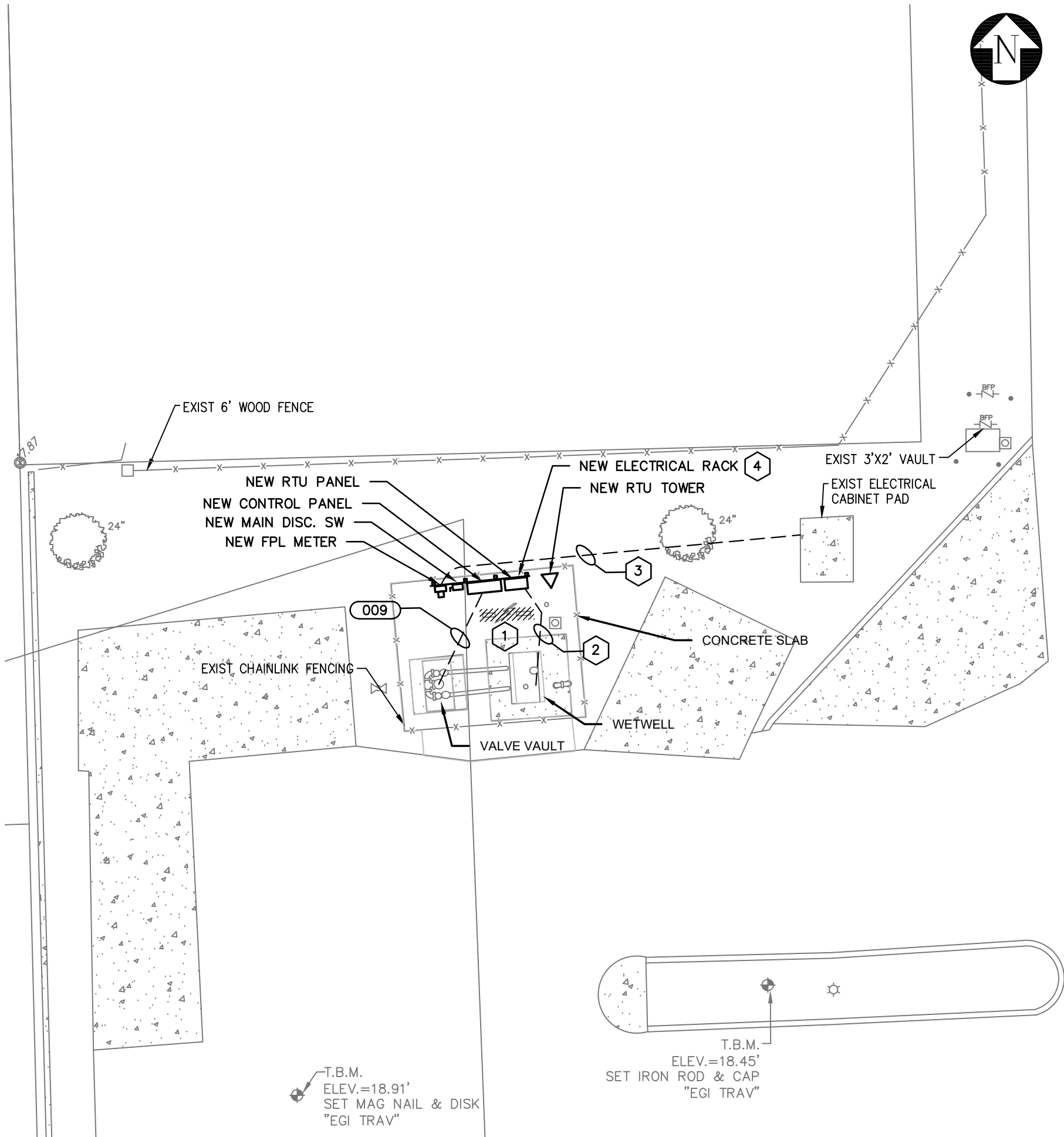
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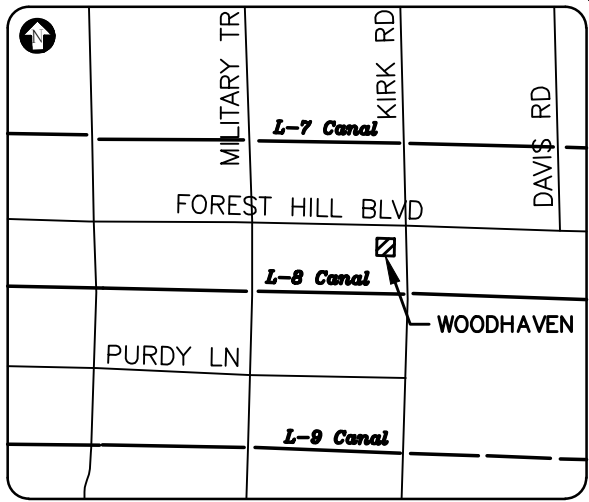
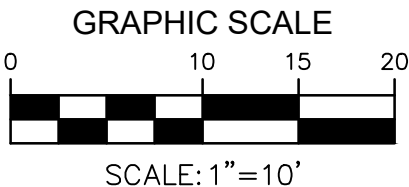
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WOODENHAVEN LIFT STATION



LOCATION MAP
N.T.S.

ELECTRICAL KEY NOTES:

1. CONTRACTOR SHALL DISCONNECT AND REMOVE EXISTING ELECTRICAL PANEL, FPL METER AND RTU COMPLETE.
2. CONDUITS 007 011 013 014
3. CONTRACTOR SHALL INSTALL CONDUIT AND WIRING TO EXISTING PAD MOUNTED TRANSFORMER. COORDINATE WITH FPL THE INSTALLATION OF THE NEW CONDUIT INTO THE PAD MOUNTED TRANSFORMER AND ALL NECESSARY CONNECTIONS FOR A COMPLETE WORKING SYSTEM IN PLACE.
4. CONTRACTOR SHALL PROVIDE AND INSTALL NEW ELECTRICAL RACK FOR NEW ELECTRICAL EQUIPMENT COMPLETE. SEE DETAIL ON DWG. E6.

ELECTRICAL NOTES:

1. CONTRACTOR SHALL COORDINATE THE REQUIRED POWER SHUTDOWN WITH THE OWNER PRIOR TO DISCONNECTING THE POWER.
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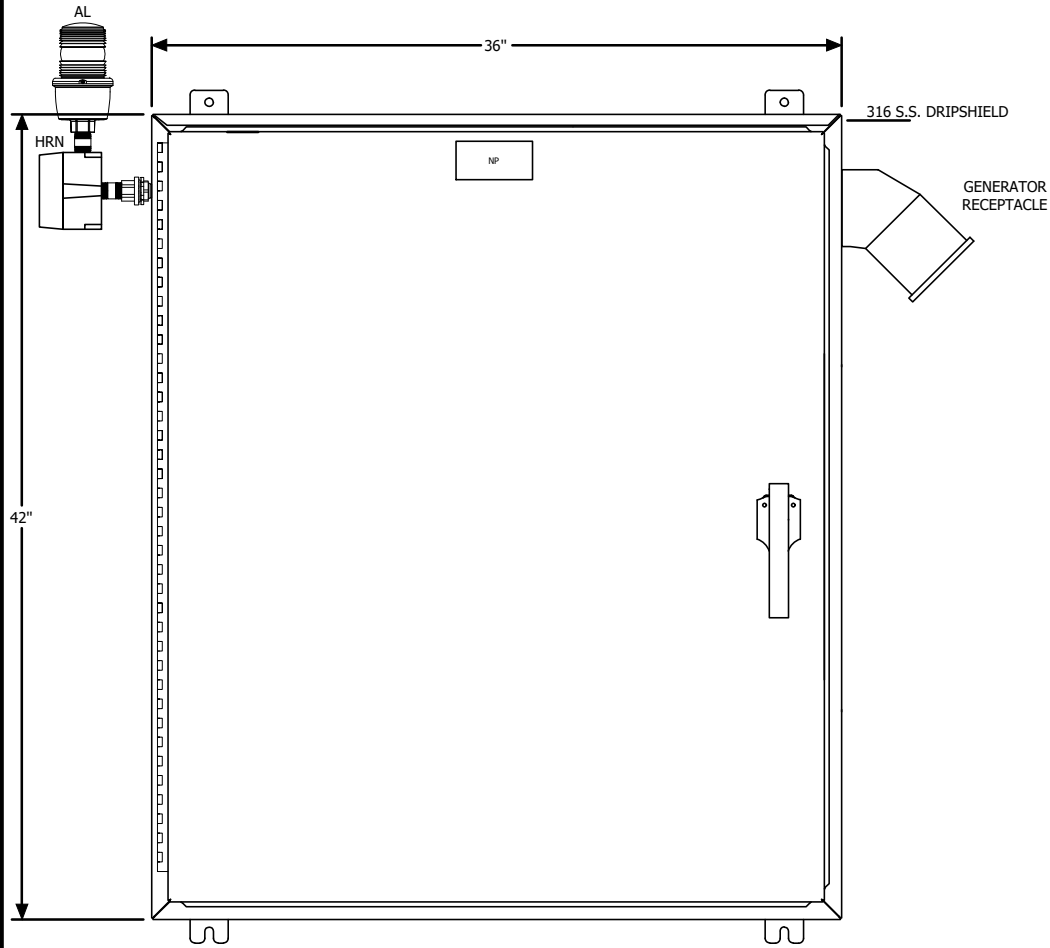
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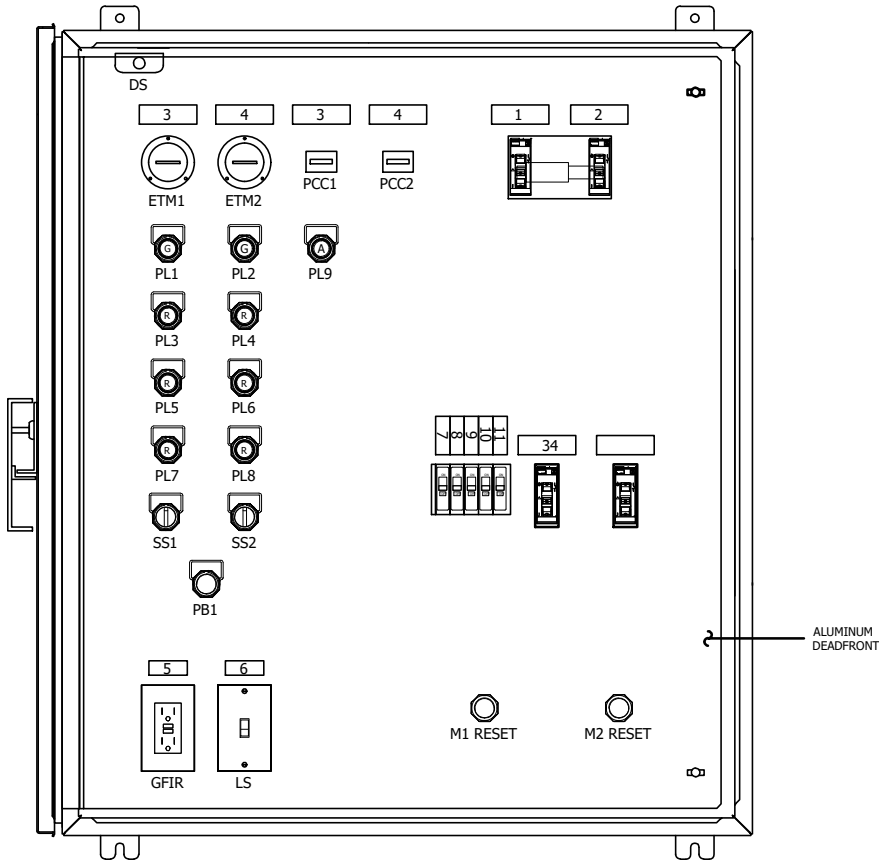
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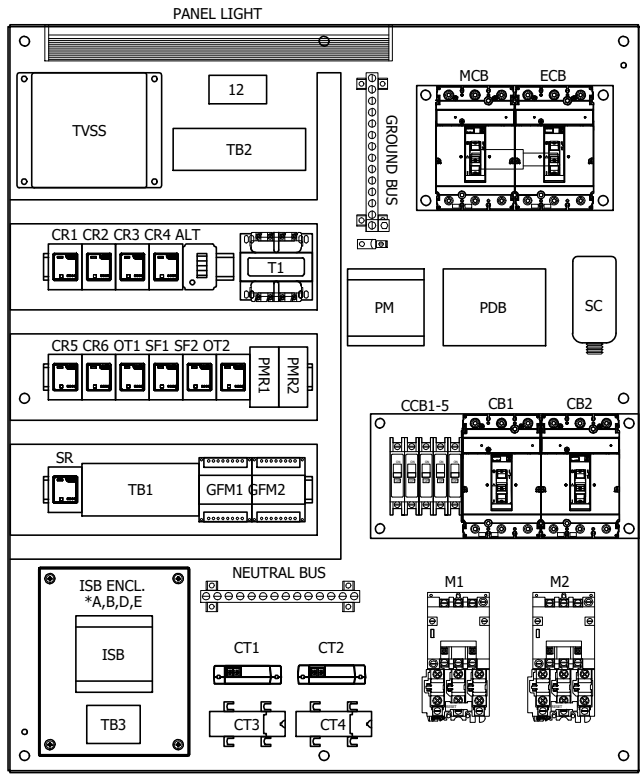
FRONT VIEW

TYPE 12/3R ENCLOSURE



DEADFRONT VIEW

(SHOWN WITH OUTER DOOR OPENED)



SUBPLATE VIEW

NOTE:
1.) PMR1 & PMR2 TO BE SUPPLIED BY PUMP MANUFACTURER.

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PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
CONTROL PANEL ELEVATION

LARRY M. SMITH, P.E.
45997

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TAG #	SIZE	DESCRIPTION
NP	1" x 3"	LIFT STATION CONTROL PANEL
1	1" X 3"	MAIN DISCONNECT
2	1" X 3"	EMERGENCY DISCONNECT
3	1" X 3"	PUMP NO. 1
4	1" X 3"	PUMP NO. 2
5	3/4" X 2"	GFIR
6	3/4" X 2"	PANEL LIGHT
7	1/2" X 2"	GFIR/PANEL LIGHT
8	1/2" X 2"	PUMP CONTROLS
9	1/2" X 2"	RTU POWER
10	1/2" X 2"	AUX.
11	1/2" X 2"	LEVEL CONTROL
12	1 1/2" X 3"	CAUTION: TO REDUCE THE RISK OF FIRE, REPLACE ONLY WITH THE SAME TYPE AND RATING OF FUSE.
PB1	RING	ALARM SILENCE
PL1,PL2	RING	RUNNING
PL3,PL4	RING	OVER TEMP
PL5,PL6	RING	SEAL FAIL
PL7,PL8	RING	GROUND FAULT
PL9	RING	PHASE FAIL
SS1,SS2 RING		HAND - OFF - AUTO

TAG	DESCRIPTION
F1-3	BUSS FNQ-1/2 500V 1/2A TIME DELAY FUSE
F4-6	BUSS FNQ-30 500V 30A TIME DELAY FUSE
F7	BUSS FNM-3-1/2 250V 3-1/2A TIME DELAY FUSE
F8	BUSS FNM-10 250V 10A TIME DELAY FUSE

1.) PANEL SHALL BE BUILT TO U.L. 698A SPECIFICATIONS AND SHALL BEAR THE U.L. 698A LABEL.

A) INTRINSICALLY SAFE FIELD WIRING TERMINALS.

B) WARNING: SUBSTITUTION OF COMPONENTS MAY IMPAIR INTRINSIC SAFETY.

C) INTRINSICALLY SAFE CIRCUITS.

D) PROVIDES INTRINSICALLY SAFE CIRCUIT EXTENSIONS FOR
USE IN CLASS 1, DIVISION 1, GROUPS A, B, C & D, HAZARDOUS LOCATIONS



- NOTES: 1. PROVIDE 4' MINIMUM CLEARANCE IN FRONT OF PANEL TO WET WELL HATCH.
2. INSTALL BOTTOM OF CONTROL PANEL ABOVE THE 100 YEAR FLOOD ELEVATION.



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PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
CONTROL PANEL NAME PLATE SCHEDULE



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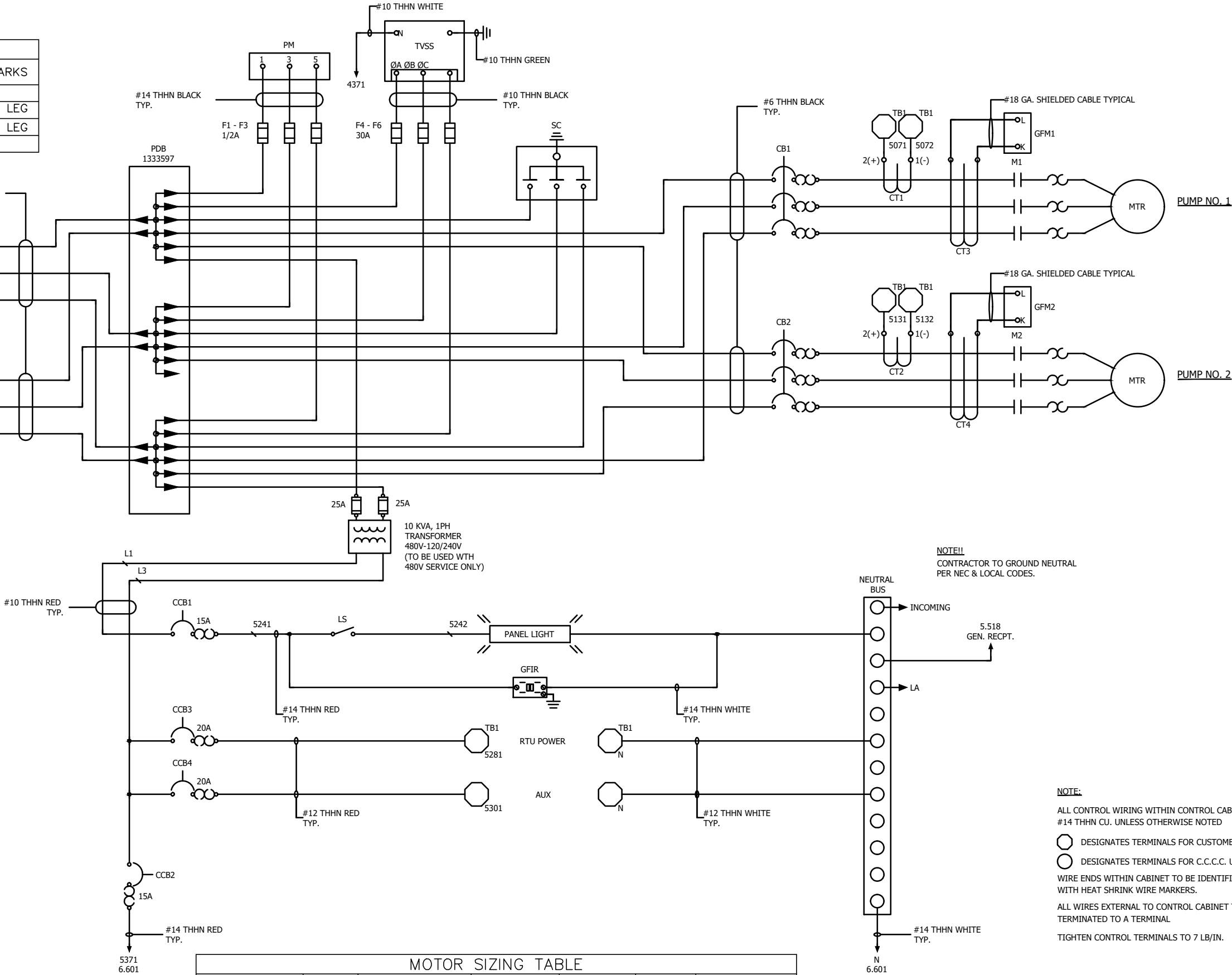
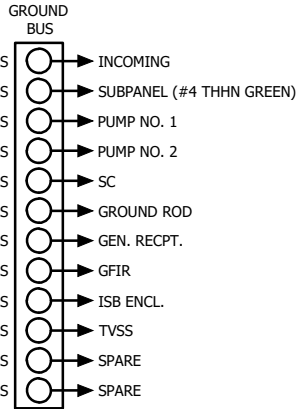
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	PROJECT MGR	SPH
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E6		
JOB NO.		
6001.40		

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SERVICE VOLTAGE TABLE		
LIFT STATION	VOLTAGE	REMARKS
FLORIDA MANGO	480V/3P	
WATERSIDE	240V/3P	HIGH LEG
WOODHAVEN	240V/3P	HIGH LEG

TIGHTENING TORQUE: IN-LBS [N.m]	
CONDUCTOR SIZE	ATTACHMENT METHOD
	BARE WIRE/TERMINAL/ LUG/FERRULE
14 AWG - 10 AWG	35 [4.0]
8 AWG	40 [4.5]
6 AWG - 4 AWG	50 [5.6]



MOTOR SIZING TABLE						
LIFT STATION	HP	MOTOR BREAKER SIZE (CB1 & CB2)	MOTOR FLA	VOLTAGE	STARTER	SWITCH/FUSE
FLORIDA MANGO	20.0	60	27.0	480V/3P	2	60A/40ADEF
WATERSIDE	7.5	50	22.0	240V/3P	1	30A/30ADEF
WOODHAVEN	15.0	80	42.0	240V/3P	2	60A/60ADEF

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LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
CONTROL PANEL SCHEMATIC

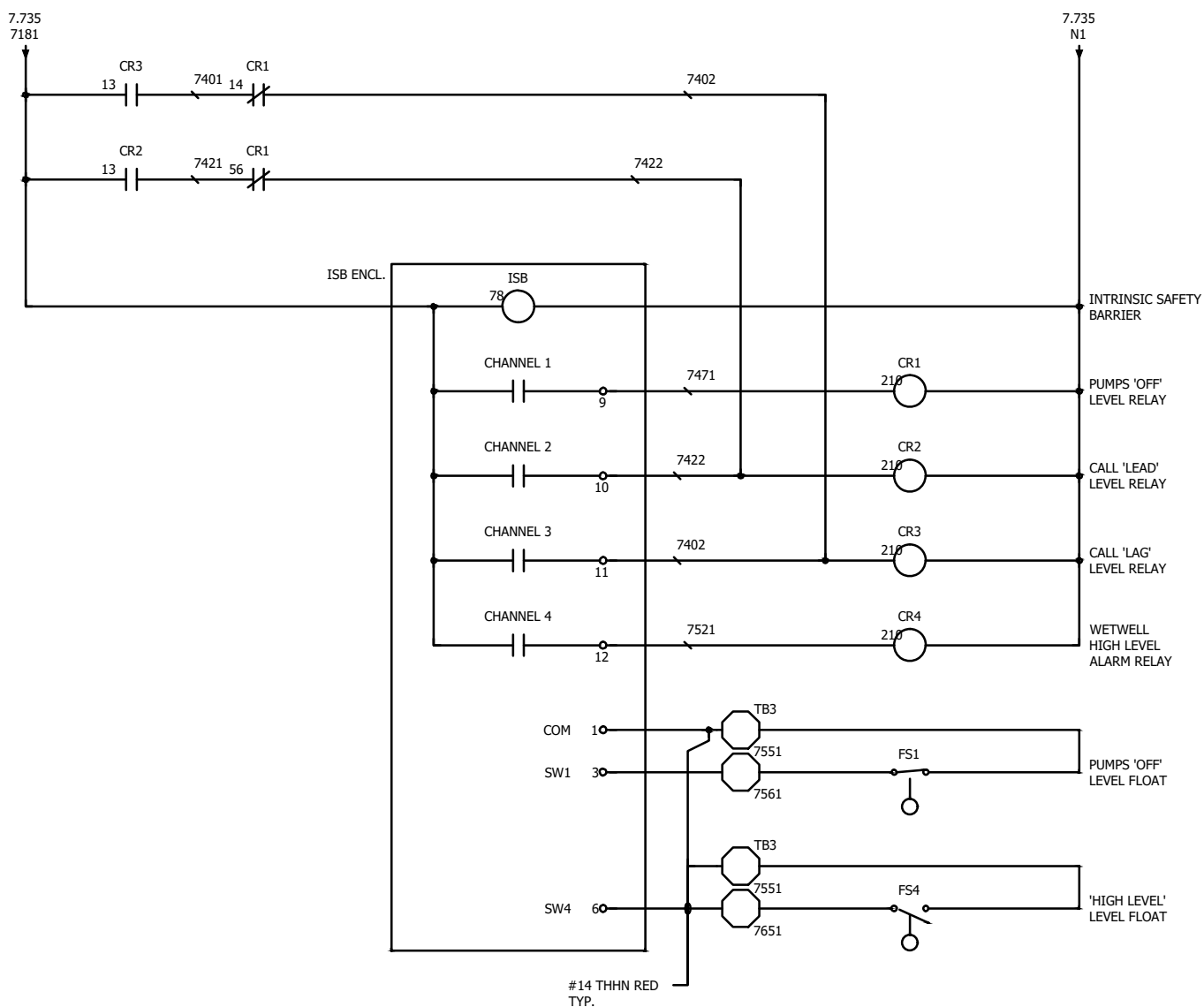
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JOB NO. 6001.40				



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#16 MTW YELLOW
TYP.

DS

TB1 8031 TB1 8032

PM

10 11

TB1 8051 TB1 8052

CR4

67

TB1 8071 TB1 8072

6.615
SS1

TB1 8101 TB1 8102

M1

TB1 8121 TB1 8122

OT1

13

SF1

67

CR5

13

TB1 8141 TB1 8142

6.628
SS2

TB1 8211 TB1 8212

M2

TB1 8231 TB1 8232

OT2

13

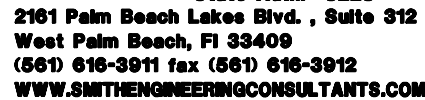
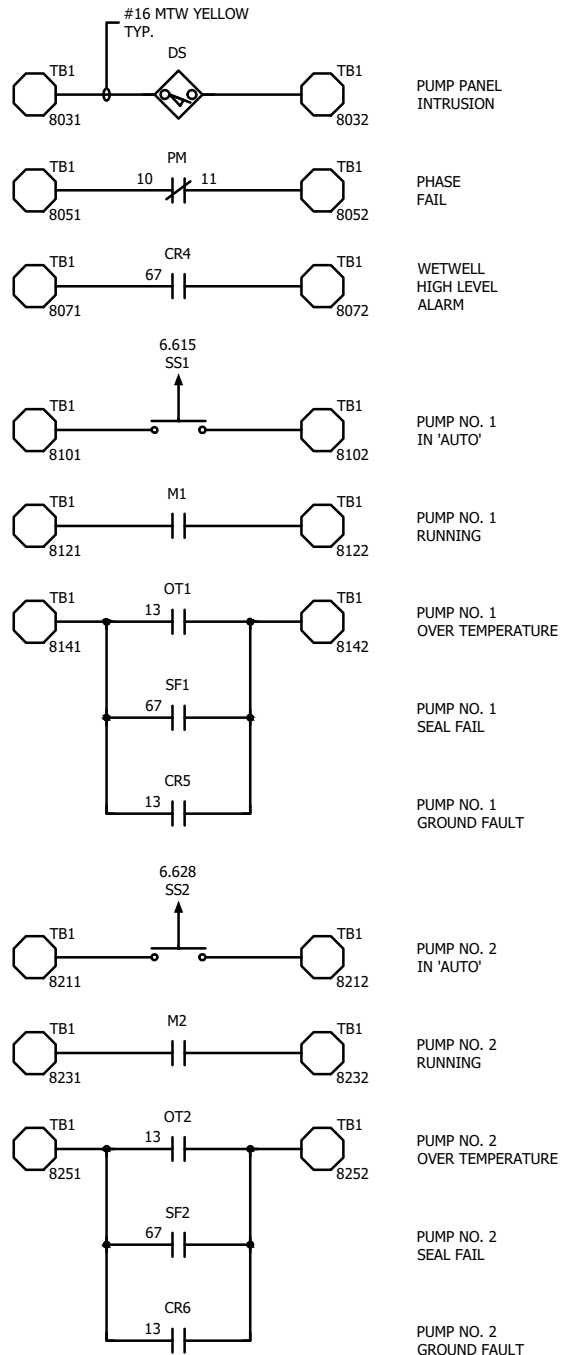
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CR6

13

TB1 8251 TB1 8252



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PALM BEACH COUNTY, FLORIDA
CONTROL PANEL SCHEMATIC

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The diagram illustrates the wiring for two wet well pumps in a Class 1, Division 1 hazardous area, connected to a non-hazardous area through an Intrinsic Safe Barrier (ISB).

- Non-Hazardous Area (Top):** Contains the control room equipment.
 - TO NON-INTRINSICALLY SAFE CIRCUITS:** A line connecting the ISB to other non-intrinsically safe circuits.
 - INTRINSICALLY SAFE BARRIER ISB:** A central barrier unit with four input/output pairs.
 - INTRINSICALLY SAFE FIELD WIRING TERMINALS:** Terminals on the ISB that connect to the field wiring.
 - SYSTEM GROUND:** A ground symbol indicating the system's reference point.
- Hazardous Area (Bottom):** Contains the wet well pumps.
 - WET WELL PUMPS 'OFF' LEVEL FLOAT SWITCH (FS1):** A float switch connected to the first output pair of the ISB.
 - WET WELL 'HIGH LEVEL' LEVEL FLOAT SWITCH (FS4):** A float switch connected to the second output pair of the ISB.
- Wiring and Notes:**
 - Vertical lines represent the field wiring connecting the switches to the ISB terminals.
 - INSTALL IN ACCORDANCE WITH ARTICLE 504 OF THE NATIONAL ELECTRICAL CODE:** A note pointing to the field wiring.
 - FOR CONNECTING ONLY TO PURELY RESISTIVE NON-ENERGY STORING DEVICES:** A note pointing to the ISB output terminals.
 - MAXIMUM CABLE LENGTH IS 1000FT. BETWEEN SAFETY BARRIER & SWITCH:** A note pointing to the cable between the ISB and the float switches.

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SHEET NO.
E11

JOB NO.
6001.40

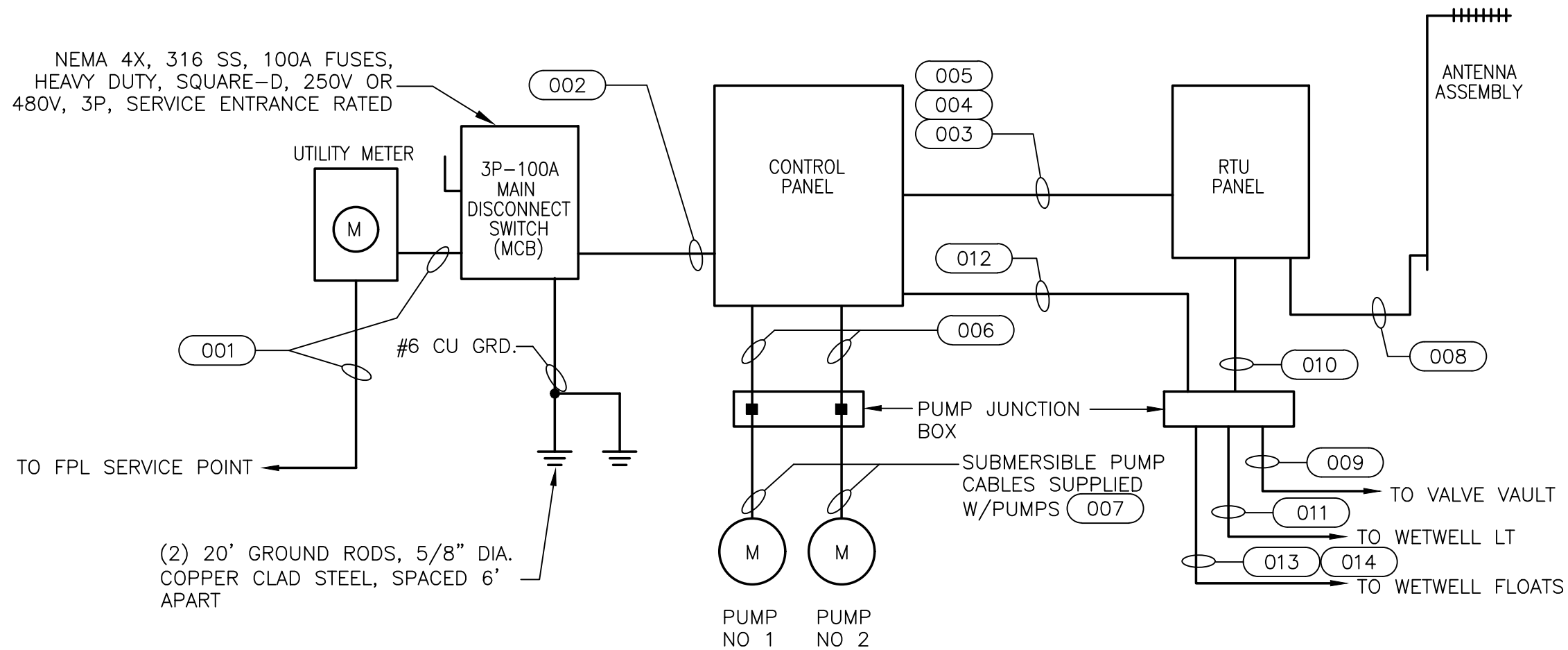
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LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
CONTROL PANEL SCHEMATIC

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SINGLE LINE DIAGRAM
SERVICE: (SEE VOLTAGE TABLE)

CONDUIT & WIRE SCHEDULE				
TAG NAME	FROM	TO	CONDUIT & WIRE	REMARKS
001	FPL TRANSFORMER	FPL METER/DISC. SW.	4#2, 2"C	
002	DISC. SW.	CONTROL PANEL	4#2,1#6G, 2"C	
003	CONTROL PANEL	RTU PANEL	3#12, 1#12G-1"C	RTU POWER
004	CONTROL PANEL	RTU PANEL	16#14, 1"C	DISCRETE I/O
005	CONTROL PANEL	RTU PANEL	1"C	SPARE, FUTURE ANALOG I/O
006	CONTROL PANEL	JUNCTION BOX	3#4, 1#8G-2"C	PUMP POWER
007	JUNCTION BOX	WETWELL	2"C	FOR PUMP CABLES
008	RTU PANEL	ANTENNA	COAX, 2"C	
009	JUNCTION	VALVE VAULT	1"C	SPARE, FUTURE
010	RTU PANEL	JUNCTION BOX	2#14,1#14G-1"C	LEVEL TRANSMITTER
011	JUNCTION BOX	WETWELL	1"C, LT CABLE	FOR LT CABLES
012	CONTROL PANEL	JUNCTION BOX	6#14, 2"C	
013	JUNCTION BOX	WETWELL	FLOAT CABLES, 2"C	
014	JUNCTION BOX	WETWELL	2"C	SPARE

SERVICE VOLTAGE TABLE		
LIFT STATION	VOLTAGE	REMARKS
FLORIDA MANGO	480V/3P	
WATERSIDE	240V/3P	HIGH LEG
WOODHAVEN	240V/3P	HIGH LEG

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PALM SPRINGS
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ONE LINE DIAGRAM

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240V, 3PH FAULT CURRENT CALCULATIONS:

TOTAL CONNECTED LOAD = 32.0 KVA

LARGEST ASSUMED UTILITY TRANSFORMER = 50 KVA
= 120A @ 240V, 3ø

SMALLEST ASSUMED TRANSFORMER IMPEDANCE = 3.5%
= 0.035 p.u.

MAX. AVAILABLE 3ø SYMMETRICAL FAULT CURRENT:
(1 ÷ 0.035) x 120A = 3,428A

THEREFORE A 22,000 AIC RATING IS ADEQUATE

480V, 3PH FAULT CURRENT CALCULATIONS:

TOTAL CONNECTED LOAD = 42.0 KVA

LARGEST ASSUMED UTILITY TRANSFORMER = 50 KVA
= 60A @ 480V, 3ø

SMALLEST ASSUMED TRANSFORMER IMPEDANCE = 3.5%
= 0.035 p.u.

MAX. AVAILABLE 3ø SYMMETRICAL FAULT CURRENT:
(1 ÷ 0.035) x 60A = 1,714A

THEREFORE A 42,000 AIC RATING IS ADEQUATE

NOTE:

1. CONFIRM THE ABOVE WITH THE POWER UTILITY PRIOR TO ORDERING EQUIPMENT. ADVISE THE ENGINEER OF ANY DISCREPANCIES.

LOAD CALCULATIONS (FLORIDA MANGO):

TOTAL CONNECTED LOAD = 40.00 KVA
25% OF LARGEST MOTOR (20HP) = 5.00 KVA
MISC.CONTROL LOAD = 2.00 KVA
TOTAL LOAD = 47.00 KVA = 56.7A @ 480V, 3 ø

THEREFORE A 100A SERVICE IS ADEQUATE
1 HP = 1 KVA

LOAD CALCULATIONS (WATERSIDE):

TOTAL CONNECTED LOAD = 14.00 KVA
25% OF LARGEST MOTOR (7.5HP) = 1.86 KVA
MISC.CONTROL LOAD = 2.00 KVA
TOTAL LOAD = 17.86 KVA = 43.1A @ 240V, 3 ø

THEREFORE A 100A SERVICE IS ADEQUATE
1 HP = 1 KVA

LOAD CALCULATIONS (WOODHAVEN):

TOTAL CONNECTED LOAD = 30.00 KVA
25% OF LARGEST MOTOR (15HP) = 3.75 KVA
MISC.CONTROL LOAD = 2.00 KVA
TOTAL LOAD = 35.75 KVA = 86.1A @ 240V, 3 ø

THEREFORE A 100A SERVICE IS ADEQUATE
1 HP = 1 KVA

VOLTAGE DROP CALCULATION (FLORIDA MANGO)

Input Wire Size				2		Voltage Drop Calculation Three Phase"			
Length (L)	Amps (I)	Constant (K)	CM (D)	Volts Dropped					
60	42	12.90	66360	0.85					
Input Volts# of Sets (S)				479.15 Adjusted Voltage					
480	1								
				0.18% %Volts Dropped					

VOLTAGE DROP CALCULATION (WATERSIDE)

Input Wire Size				2		Voltage Drop Calculation Three Phase"			
Length (L)	Amps (I)	Constant (K)	CM (D)	Volts Dropped					
30	16	12.90	66360	0.16					
Input Volts# of Sets (S)				239.84 Adjusted Voltage					
240	1								
				0.07% %Volts Dropped					

VOLTAGE DROP CALCULATION (WOODHAVEN)

Input Wire Size				2		Voltage Drop Calculation Three Phase"			
Length (L)	Amps (I)	Constant (K)	CM (D)	Volts Dropped					
50	32	12.90	66360	0.54					
Input Volts# of Sets (S)				239.46 Adjusted Voltage					
240	1								
				0.22% %Volts Dropped					



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E13				



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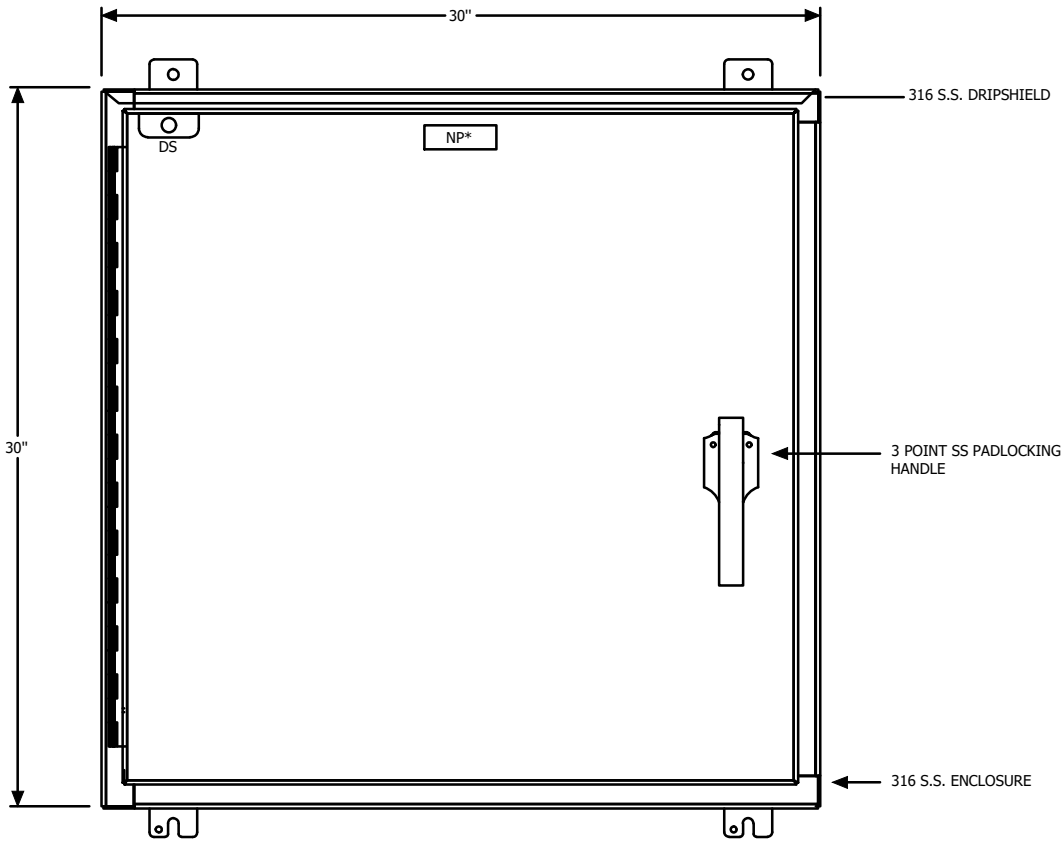
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LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
SERVICE CALCULATIONS

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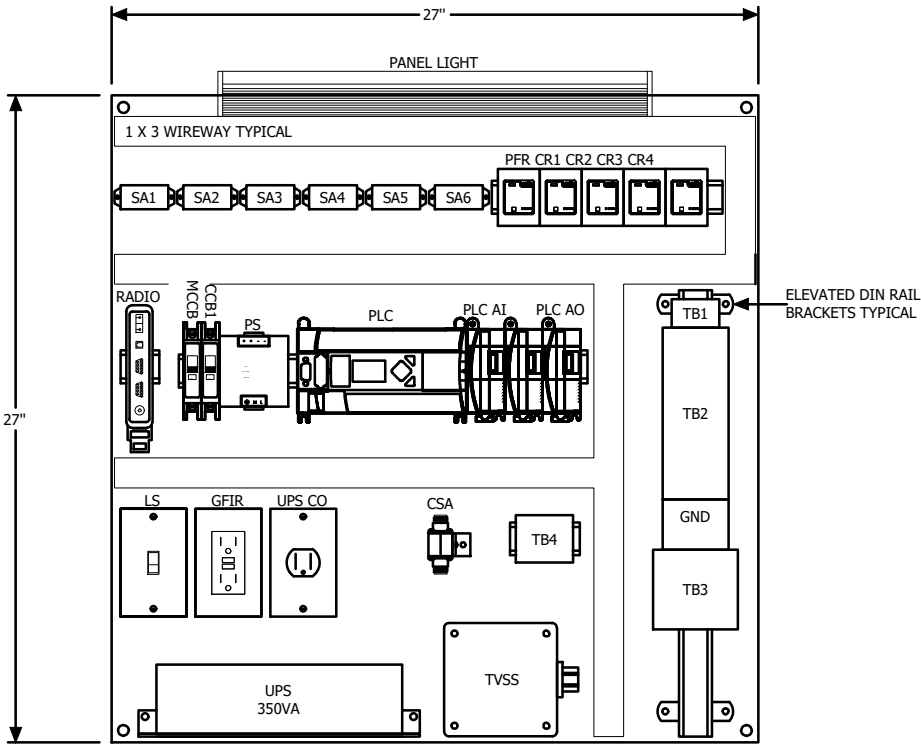
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FRONT VIEW
TYPE 12/3R ENCLOSURE



CARBON STEEL, PAINTED WHITE
ENCLOSURE SUBPANEL

NAMEPLATE SCHEDULE:

TAG #	SIZE	DESCRIPTION
NP	1" X 3"	RTU CONTROL PANEL

NOTES:
1.) PANEL SHALL BE BUILT TO U.L. 508A SPECIFICATIONS
AND SHALL BEAR THE U.L. 508A LABEL.



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PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
RTU CONTROL PANEL ELEVATION

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SUMMARIZED PARTS LIST: SECTION 2				
DEVICE TAG	QTY.	MANUFACTURER	TYPE NUMBER	DESCRIPTION
CCB1;MCCB	2	SQUARE D	720 QOU115	15 AMP SINGLE POLE MINIATURE CIRCUIT BREAKER
COAX JUMPER	1	TESSCO	CUSTOM JUMPER_N-MALE_TNC-MALE90_3FT	RG142 JUMPER, 3FT, W/ (1) N-MALE (1) TNC-MALE 90 CONNECTORS
COMM. CABLE	1	CABLES TO GO	25201	3' DB9 M/F SERIAL RS232 EXTENSION CABLE - BEIGE
CR1...CR4	4	ALLEN BRADLEY	700-HA33Z24-3-4	700-HA GENERAL PURPOSE TUBE BASE RELAY, 10A, 3PDT, 24VDC
CR1...CR4;PFR	5	IDEC	SR3P-05C	RELAY SOCKET, 11 PIN, 10A, 300V, FINGER SAFE DIN-RAIL MOUNT
CSA	1	POLYPHASER	IS-50NX-C2 (TESSCO: 20573)	POLYPHASER SURGE PROTECTOR
DS	1	SQUARE D	9007 AP221	DOOR SWITCH
ENCLOSURE	1		DOOR SWITCH STUDS	DOOR SWITCH STUDS, 8-32 X .75"
ENCLOSURE	1		LIGHT BRACKET, SMALL UNISTRUT, TOP OF ENCLOSURE	SMALL S.S. UNISTRUT WELDED TO TOP OF ENCLOSURE FOR LIGHT
ENCLOSURE	1	SCHAEFER	SPN123RSS6-303012-174	ENCLOSURE: A.) SIZE: 30"H x 30"W x 12"D B.) STYLE: SINGLE DOOR, WALL MOUNT C.) ENV. RATING: TYPE 12/3R D.) DOOR: PADLOCK HASP & STAPLE E.) COMPOSITION: 14 GAUGE 316 S.S. F.) FINISH: PAINTED WHITE
ENCLOSURE	1		DRIPSHIELD	DRIPSHIELD, 30", 316 S.S.
ENCLOSURE SUBPANEL	1	SCHAEFER	SPPAL-3030	0.125 GAUGE ALUMINUM SUBPANEL, 27"H X 27"W, POLISHED
GFIR	1	HUBBELL	GF15ILA	CIRCUIT GUARD® GFCI DUPLEX RECEPTACLE, 15A, 120V, NEMA 5-15R
GFIR	1	HUBBELL	SS26	DUPLEX GFCI RECEPTACLE WALLPLATE, 302/304 STAINLESS STEEL
GND;TB2;TB3	6	PHOENIX CONTACT	1201413 E/UK 1	END CLAMP, TALL
+SECTION 2-GND;TB2	32	PHOENIX CONTACT	3044814 UTTB 4	DOUBLE-LEVEL TERMINAL BLOCK, AWG: 26 - 10
GND;TB2	2	PHOENIX CONTACT	3047293 D-UTTB 2,5/4	END COVER FOR DOUBLE-LEVEL UT TERMINALS
LS	1	HUBBELL	CS120I	SINGLE 20A TOGGLE SWITCH
LS	1	HUBBELL	SS1	SINGLE TOGGLE SWITCH PLATE, STAINLESS STEEL
PANEL LIGHT	1	PROGRESS LIGHTING	P7006-30EBS	18" FLUORESCENT FIXTURE, 120VAC, WHITE FINISH
PANEL LIGHT	1	SYLVANIA	Z1619F15T8/CW	LAMP FOR 18" LIGHT
PFR	1	ALLEN BRADLEY	700-HA33A1-3-4	GENERAL PURPOSE TUBE BASE RELAY, 10A, 3PDT, 120V
PLC	1	ALLEN BRADLEY	1766-L32BXBA	MICROLOGIX 1400 PLC CONTROLLER: A.) INPUT POWER: 24VDC B.) DIGITAL INPUTS: (12) FAST 24VDC, (8) NORMAL 24VDC C.) DIGITAL OUTPUTS: (6) RELAY, (3) FAST DC, (3) NORMAL DC D.) ANALOG INPUTS: (4) VOLTAGE INPUTS E.) ANALOG OUTPUTS: (2) VOLTAGE OUTPUTS
PLC AI	2	ALLEN BRADLEY	1762-IF4	4 CHANNEL ANALOG INPUT EXPANSION MODULE A) VOLTAGE: -10V-10VDC B) CURRENT: 4-20MA
PLC AO	1	ALLEN BRADLEY	1762-OF4	4 CHANNEL ANALOG OUTPUT EXPANSION MODULE A) VOLTAGE: -10V-10VDC B) CURRENT: 4-20MA
PS	1	PULS	ML100.100	POWER SUPPLY, INPUT: AC 100-120/220-240V -15%/+10%, OUTPUT: DC 24V, 4.2A, 100W, SYSTEM DIMENSIONS WXHXD: 72.5X75X103MM, TEMPERATURE RANGE: -10°C...+60°C, CONNECTOR: SPRING-CLAMP TERMINALS
RADIO	1	GENERAL ELECTRIC	TRANSNET EL805	MDS TRANSNET EL805 ETHERNET/SERIAL RADIO WITH THE FOLLOWING: A.) POWER OUTPUT: 1 WATT B.) CONNECTORS: 2 PIN PHOENIX, DB-9, RJ11 TNC C.) FREQUENCY BAND: 902-928 MHz D.) POWER INPUT: 6-30 VDC
RADIO	1	GENERAL ELECTRIC	MDS 03-4123A13	DIN RAIL MOUNTING KIT FOR MDS TRANSNET RADIOS
SA1...SA6	6	EDCO	PC642C-036-X	DUAL PAIR 4-20ma SURGE ARRESTER
SA1...SA6	6	EDCO	PCB1B	SURGE ARRESTER BASE FOR EDCO.PC642C-036-X
TB1;TB4	6	PHOENIX CONTACT	3044102 UT 4	FEED-THROUGH TERMINAL BLOCK, SCREW CONNECTION, AWG 26 - 10, TIGHTENING TORQUE: 0.6 - 0.8 [Nm], 5.3 - 7 IN-LBS
TB1;TB4	3	PHOENIX CONTACT	3044128 UT 4-PE	GROUND TERMINAL BLOCK, AWG 26 - 10, TIGHTENING TORQUE: 0.6 - 0.8 [Nm], 5.3 - 7 IN-LBS
TB1;TB4	4	PHOENIX CONTACT	1201442 E/UK	END CLAMP
TB1;TB4	2	PHOENIX CONTACT	3047028 D-UT 2,5/10	END COVER FOR UT TERMINALS
TB2	1	PHOENIX CONTACT	3047303 DP-UTTB 2,5/4	PARTITION PLATE FOR DOUBLE-LEVEL UT TERMINALS
TB3	12	PHOENIX CONTACT	3214259 UT 2,5-3L	TRIPLE-LEVEL TERMINAL BLOCK, AWG: 26 - 12
TB3	1	PHOENIX CONTACT	3214314 D-UT 2,5-3L	END COVER FOR TRIPLE-LEVEL UT TERMINALS
TERMINALS	2	ENTRELEC	SCREW SM6	SCREW (SM6) FOR ENTRELEC RAIL BRACKETS
TERMINALS	2	ENTRELEC	TS8-SM6	RAIL OFFSET BRACKETS, ANGLED, 3.5" H x 3.2"W
TVSS	1	EATON	XT50-1S101	TRANSIENT VOLTAGE SURGE SUPPRESSOR, 120V, 1 PHASE
UPS	1	SHOP	A & J	CUSTOM UPS SHELF, ALUMINUM
UPS	1	TRIPP-LITE	BC350	350VA UPS
UPS CO	1	HUBBELL	HBL5251I	15A SINGLE RECEPTACLE
UPS CO	1	HUBBELL	SS7	SINGLE RECEPTACLE S.S. PLATE



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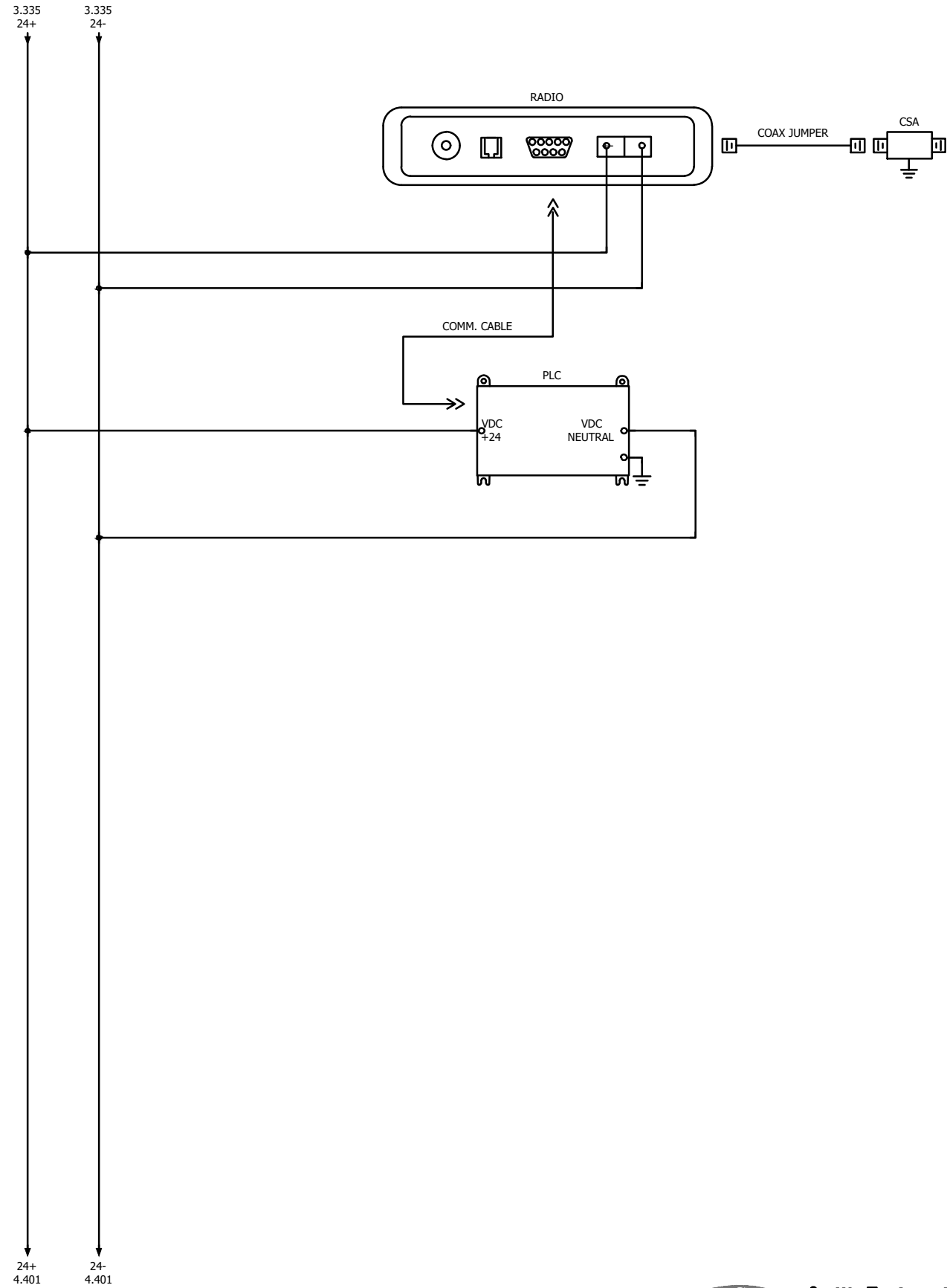
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LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
RTU CONTROL PANEL PARTS LIST

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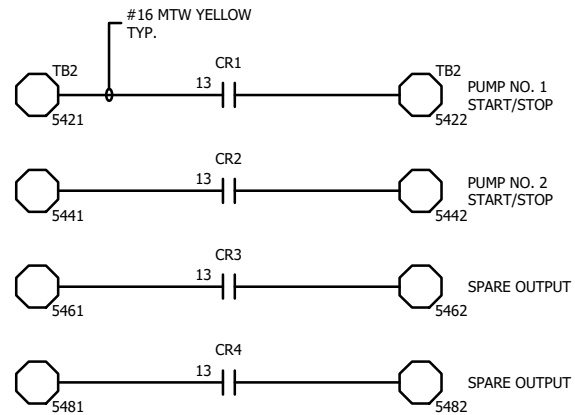
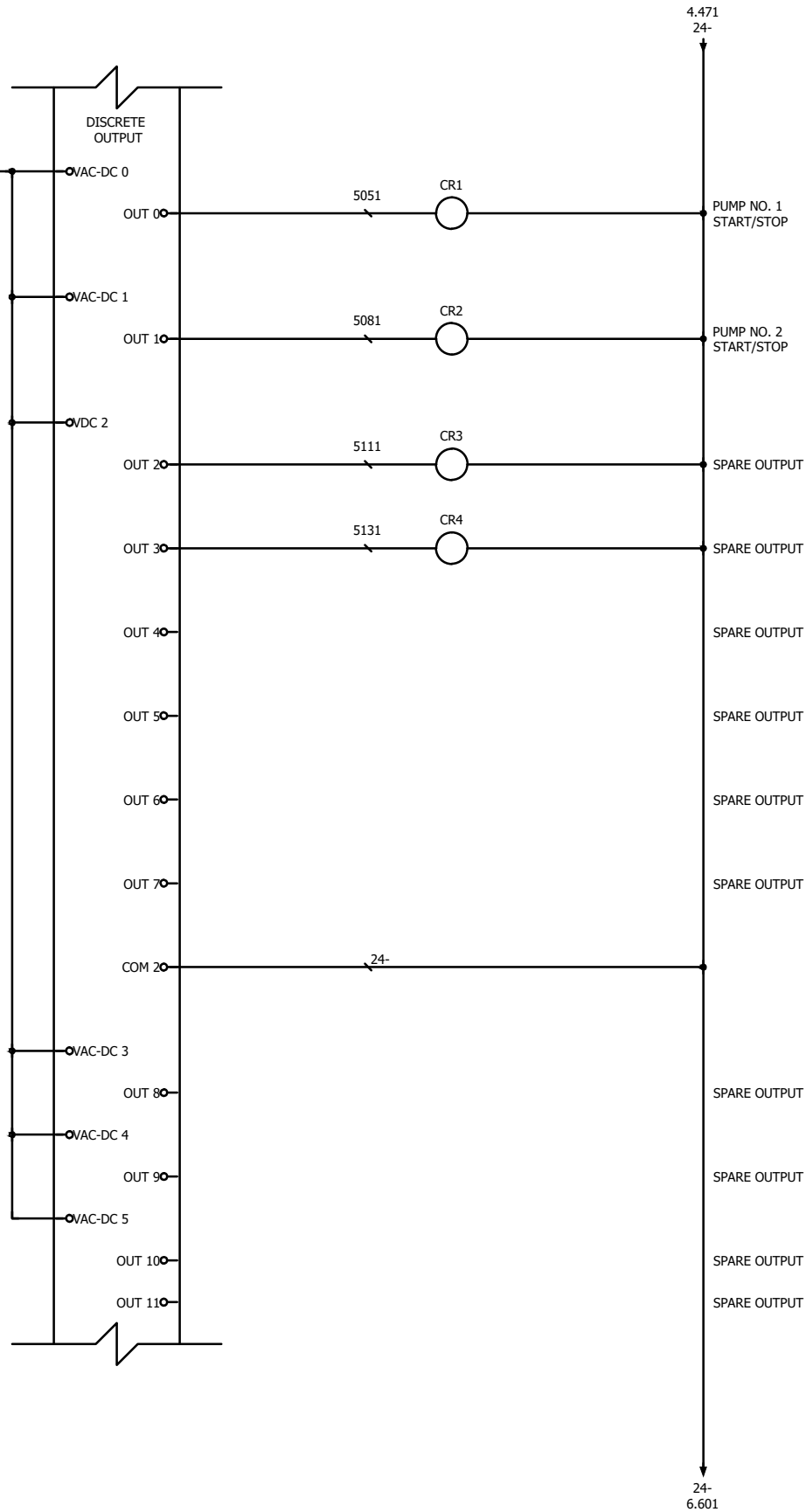
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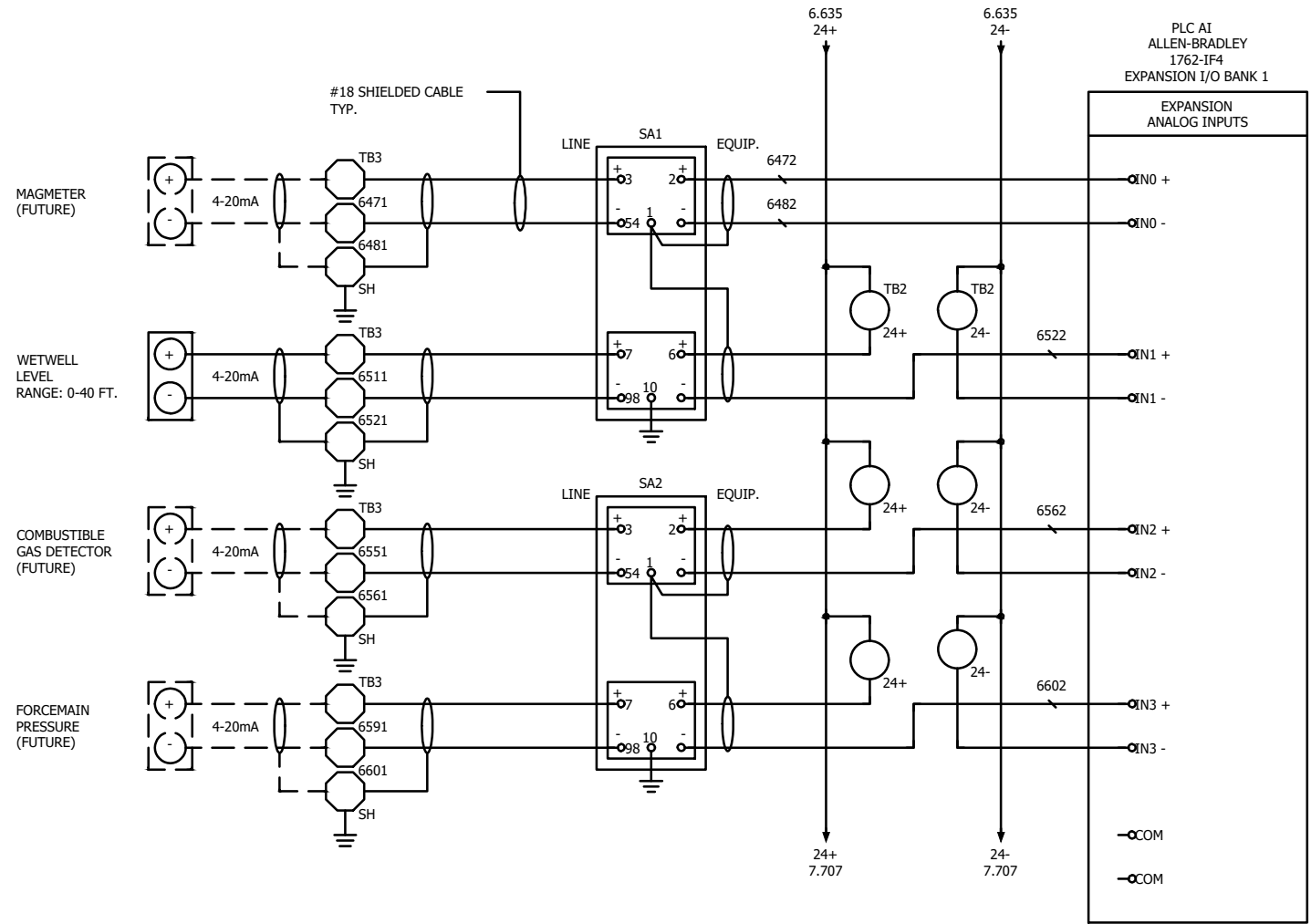
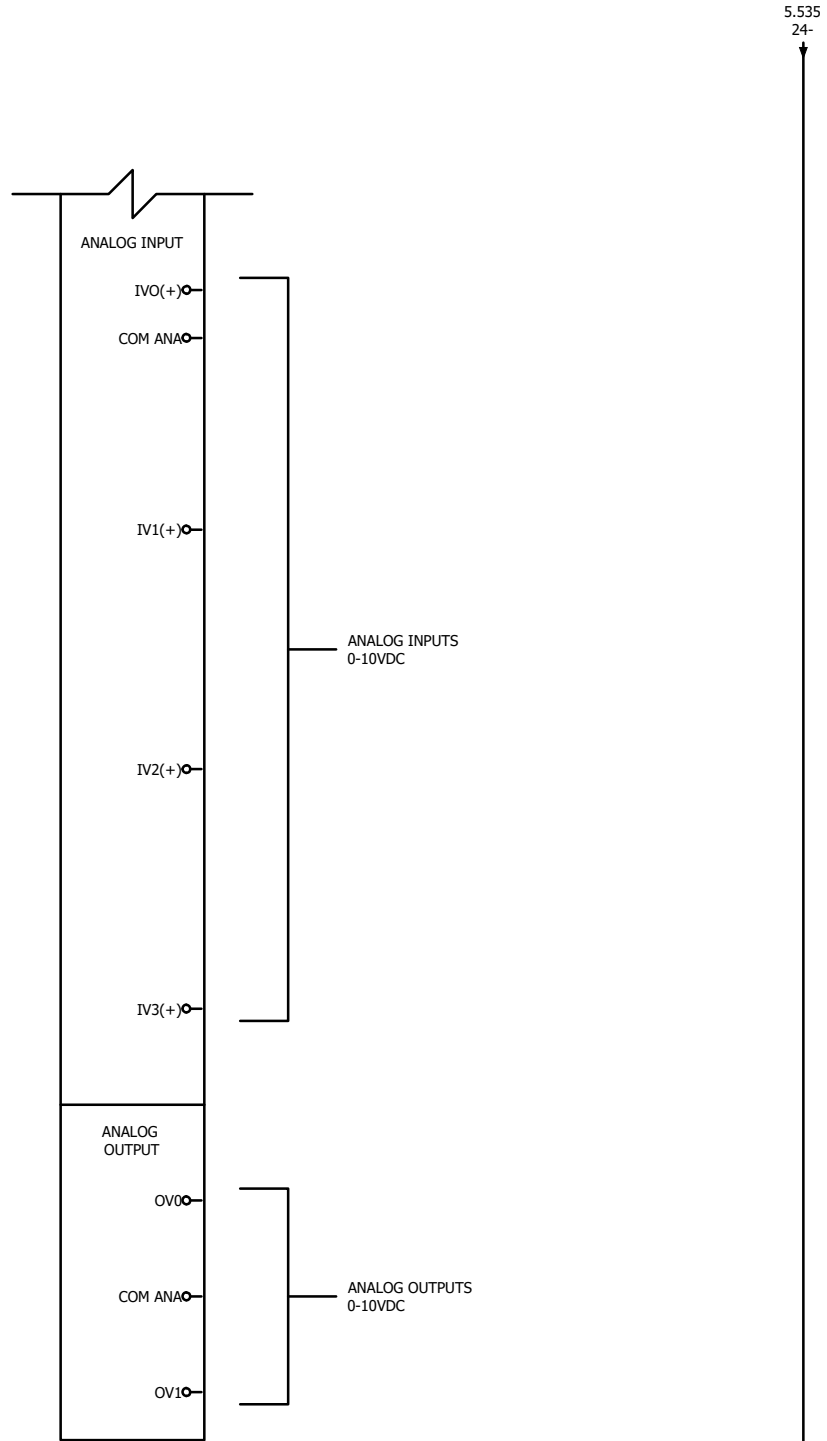
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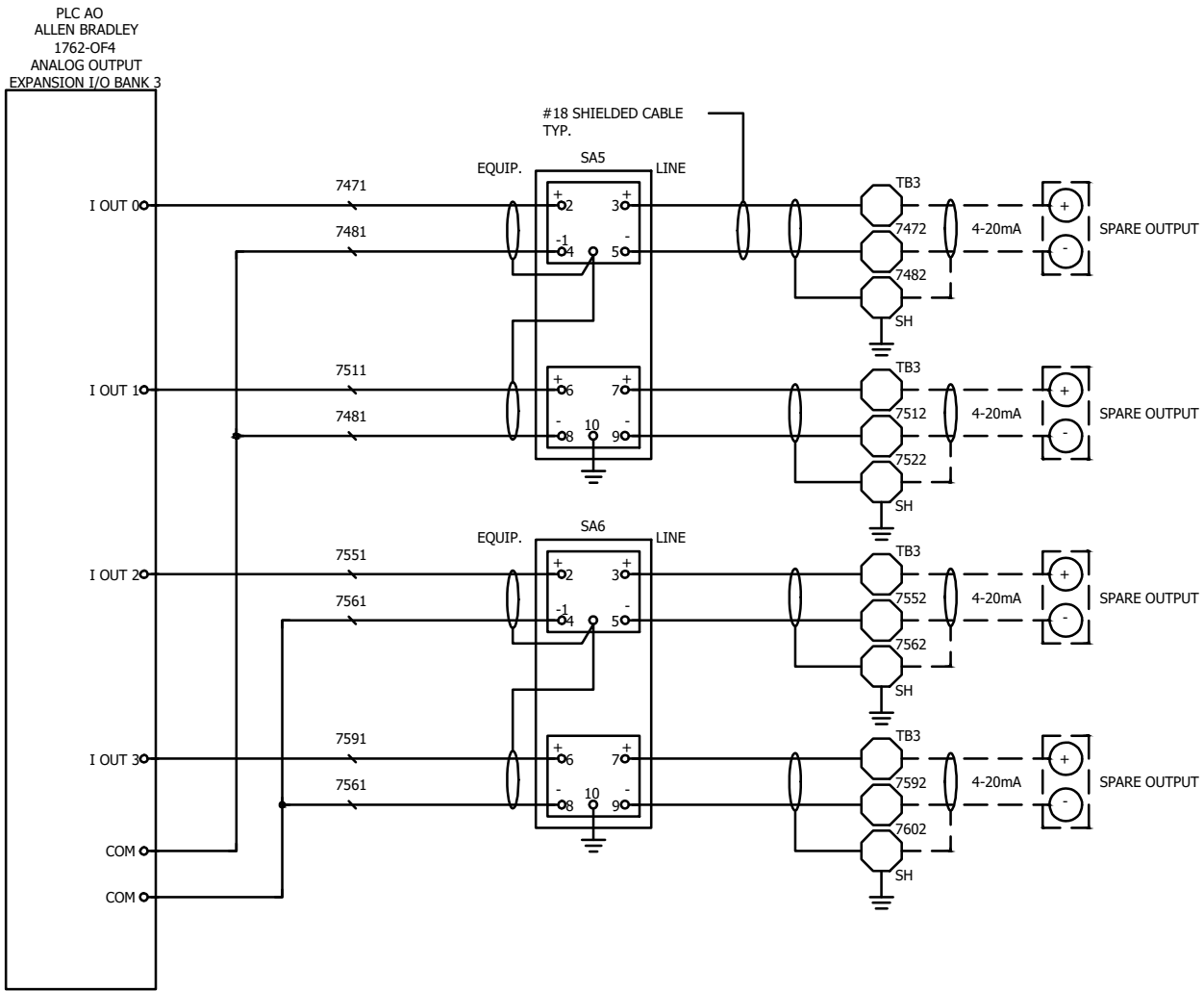
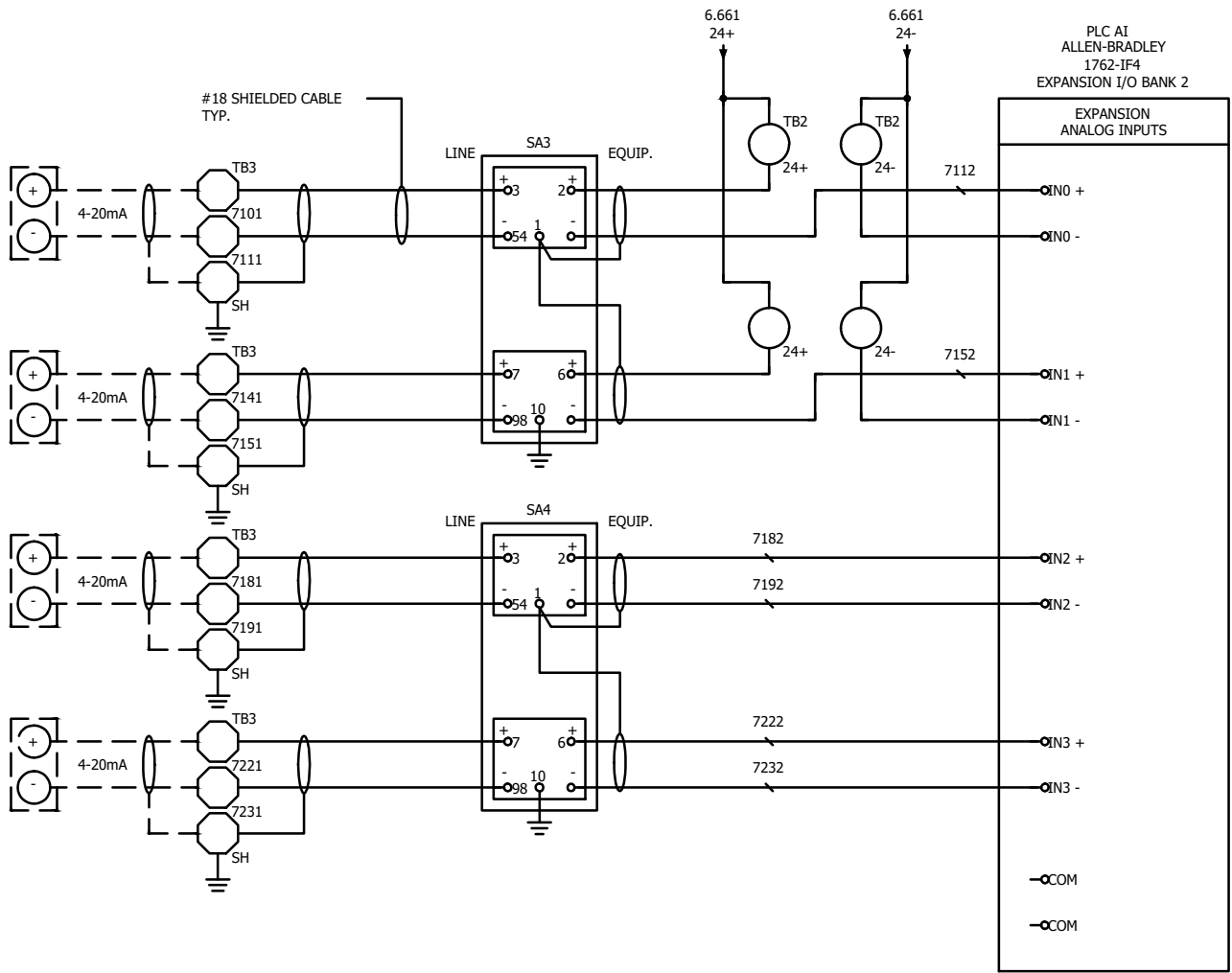
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EXTENSION CABLE

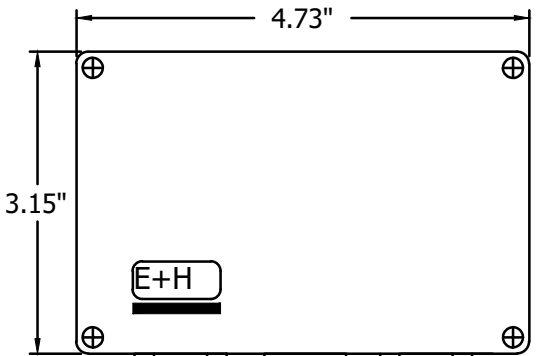
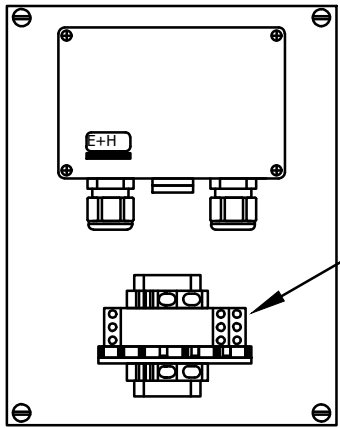
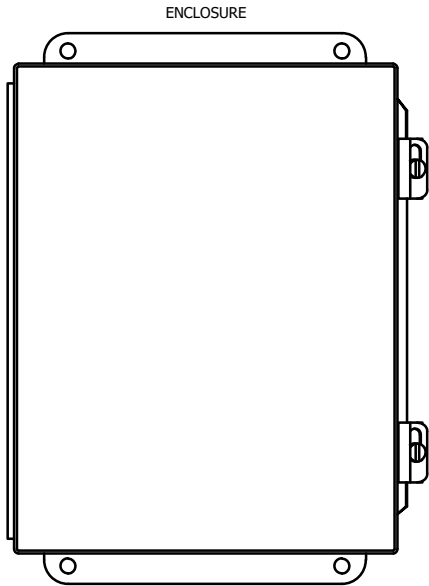
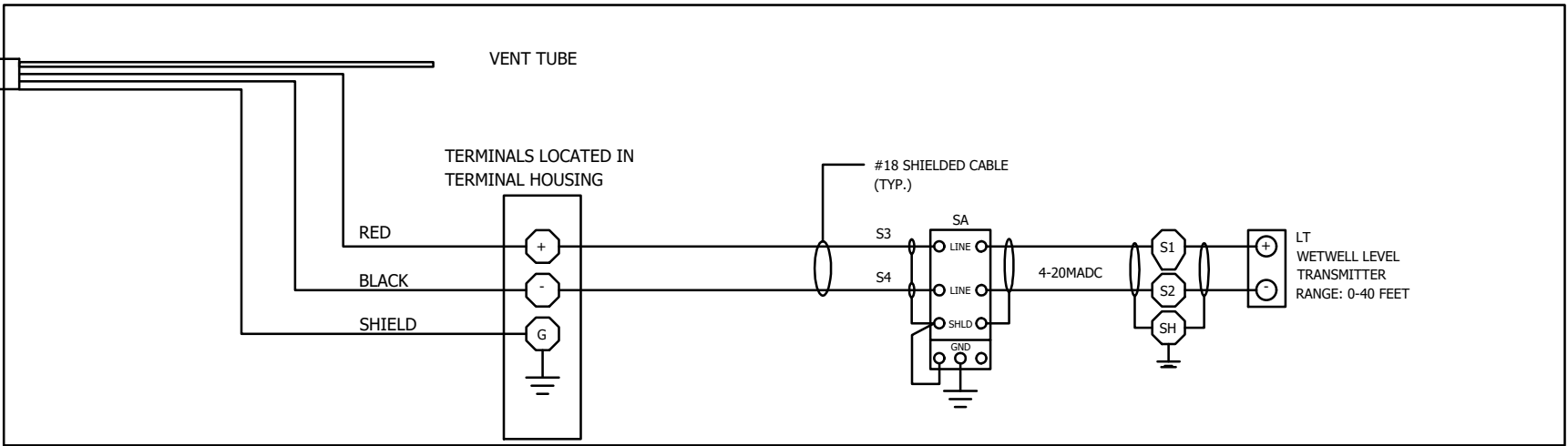
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WATERPILOT FMX 21
SUBMERSIBLE LEVEL
TRANSDUCER
LE/LT

PROTECTIVE CAP

TRANSDUCER DETAIL



TERMINAL HOUSING

CORD GRIP
CONNECTERS

GORETEX FILTER

SUMMARIZED PARTS LIST: SECTION 3

DEVICE TAG	QTY.	MANUFACTURER	TYPE NUMBER	DESCRIPTION
ENCLOSURE	1	SCHAEFER	SPJH4SS-1084	TYPE 4X 304 S.S. ENCLOSURE, 10"H x 8"W x 4"D
ENCLOSURE	1	SCHAEFER'S ELECTRICAL ENCLOSURES	SPPJ-108	SUBPANEL 8.88x6.88
LE-54	1	ENDRESS & HAUSER	WATERPILOT FMX21-AA-2-1-1K-G-K-41-A-PO-PS-Z1	SUBMERSIBLE LEVEL TRANSDUCER WITH THE FOLLOWING: A.) APPROVAL: NON-HAZARDOUS AREA B.) OUTPUT: 4-20 mADC HART C.) PROBE TUBE: OUTER DIAMETER d=22mm, AISI 316L D.) SENSOR RANGE: 2 bar/200 kPa/30 psi gauge, 20m H2O/67ft H2O/800in H2O E.) REFERENCE ACCURACY: STANDARD F.) CALIBRATION UNIT: CUSTOMIZED LEVEL; SEE ADDITIONAL SPECIFICATION G.) PROBE CONNECTION: 60.00FT CABLE, SHORTABLE, FEP H.) SEAL: FKM VITON I.) CUSTOM RANGE: 0-40 FEET J.) ACCESSORY: SUSPENSION CLAMP, 316L K.) ACCESSORY: TERMINAL BOX IP66/67 L.) MARKING: TAGGING; LE-54/0-40 FEET
SA	1	EDCO	DRS-036	SIGNAL SURGE ARRESTER
TERMINALS	2	PHOENIX CONTACT	1201413 E/UK 1	END CLAMP, TALL
TERMINALS	1	PHOENIX CONTACT	3214259 UT 2,5-3L	TRIPLE-LEVEL TERMINAL BLOCK, AWG: 26 - 12
TERMINALS	1	PHOENIX CONTACT	3214314 D-UT 2,5-3L	END COVER FOR TRIPLE-LEVEL UT TERMINALS

SEC Smith Engineering Consultants, Inc.
State Auth. #8228
2161 Palm Beach Lakes Blvd. , Suite 312
West Palm Beach, FL 33409
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REVISIONS			
NO	DATE	REMARKS	BY

LARRY M. SMITH, P.E.
45997

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
LEVEL TRANSDUCER SCHEMATIC

A Higher Standard of Excellence
engenuity inc.
ENGINEERS • SURVEYORS • DESIGNERS
1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561) 655-1151 • FAX (561) 652-9390
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CERTIFICATE OF AUTHORIZATION #7095

JUNE 2021	JRC	LMS	SPH
DATE:	DRAWN BY:	PROJECT ENG	PROJECT MGR
SHEET NO.	E21	CHECKED	
JOB NO.	6001.40		

T:\SEC 2019\SI19009 Engenuity Group- Palm Springs Lift Stations #2\Electrical Dwg\6001.40_E21_Level Transducer Schematic.dwg

TOWER INSTALLATION SHALL BE SUITABLE FOR WIND LOAD IN ACCORDANCE WITH THE FLORIDA BUILDING CODE. THE CONTRACTOR SHALL INCLUDE WITH THE SHOP DRAWING SUBMITTAL, A TOWER WIND LOADING CALCULATION SEALED BY A STRUCTURAL ENGINEER REGISTERED IN FLORIDA SHOWING THAT THE PROPOSED INSTALLATION WILL MEET THE WIND LOADING REQUIREMENT.

ATTACHMENT 2

CIVIL SPECIFICATIONS DIVISION1&2

SECTION 01000

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall furnish all labor, superintendence, quality control, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary and proper for performing and completing the Work. CONTRACTOR shall perform and complete the Work in the manner best calculated to promote scheduled construction consistent with safety of life and property and to the satisfaction of the OWNER, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the Work, maintain it during construction, and pay all costs incidental thereto. CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
- B. The cost of incidental Work described in these General Requirements, for which there are no specific Contract items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract items. No additional payment will be made therefore.
- C. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary in the opinion of the ENGINEER, to perform in a satisfactory and acceptable manner all the Work required by the Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of workmanship, materials and equipment, prior approval of the ENGINEER notwithstanding.

1.02 MOBILIZATION

- A. Perform preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and other facilities. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials.
- B. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made therefore in accordance with the following:

<u>Percent of Contract Amount Earned</u>	<u>Allowable Percent of the Contract Lump Sum Price for the Item</u>
5	25
10	50
25	75
50	10

- C. When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered in this paragraph will be included for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

1.03 MAINTENANCE OF TRAFFIC

- A. Prepare and submit a Maintenance of Traffic Plan for review. A professional engineer licensed in the State of Florida shall prepare the plan.
- B. CONTRACTOR shall be responsible to maintain traffic control through the work area for the duration of construction. Provide access to residence, businesses, etc., that are located in the temporary traffic control zone. Provide traffic control devices that are on the Florida Department of Transportation's "Qualified Product List".

1.04 PROVISIONS FOR CONTROL OF POLLUTION

- A. Sufficient precautions shall be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumen's or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State of Florida. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 29 nephelometric turbidity units (NTU) above background unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion. Erosion evident within the limits of construction or other areas affected by the CONTRACTOR shall be the responsibility of the CONTRACTOR.
- B. CONTRACTOR shall prepare a Pollution Prevention Plan, submit it to the ENGINEER for review, and implement the plan prior to commencing Work on the site. The plan must include the following:
 - 1. A site evaluation of how and where pollutants may be mobilized by stormwater.
 - 2. A plan for managing stormwater runoff.
 - 3. Identification of appropriate erosion and sediment controls and stormwater best management practices to reduce erosion, sedimentation, and stormwater pollution.
 - 4. A maintenance and inspection schedule.
 - 5. A record keeping process.
 - 6. Identification of stormwater exit areas.
- C. Fill out a Notice of Intent form (FDEP Form 62-621.300(4)(b) and submit it to the Florida Department of Environmental Protection.

1.05 PROGRESS SCHEDULE

- A. Prepare a construction progress schedule covering all the Work involved in the Contract. This includes submittal and approval of Shop Drawings on critical items, fabrication and delivery of identifiable materials and equipment, specific items or Work in the scope,

interfaces required with other contracts that may be part of an overall project, and specific dependencies upon acts or activities of parties not under the control of CONTRACTOR.

- B. The Bar Graph Method or Critical Path Method are acceptable for scheduling construction activity.
- C. Progress schedule shall be updated monthly and submitted to ENGINEER with progress payment applications.

1.06 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submit at least eight (8) copies of all required Shop Drawings, product data and samples for ENGINEER's review.
- B. Shop Drawings, product data, samples and transmittal letters pertaining thereto shall be identified with the title of the project, submission date, and the CONTRACTOR's acknowledgement that he has reviewed them and found them acceptable.
- C. Notify ENGINEER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- D. The review and approval of shop drawings, samples or product data by the ENGINEER shall not relieve the CONTRACTOR from his/her responsibility with regard to the fulfillment of the terms of the Contract Documents. All risks of error and omission are assumed by the CONTRACTOR and the ENGINEER will have no responsibility therefore.

1.07 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER

- A. Boring logs, other reports and Drawings utilized by ENGINEER, if enclosed, are provided for CONTRACTOR's information and are not a part of the Contract Documents. There is no technical data in the boring logs, other reports or Drawings that should be relied on by the CONTRACTOR.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 CONSTRUCTION STAKING

- A. The baselines and benchmarks for primary control, necessary to establish lines and grades needed for construction are shown on the Drawings. These baselines and benchmarks shall be used as the origin of all surveys, layouts and measurements to establish construction lines and grades. CONTRACTOR shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes and/or

control points lost or damaged by construction activity will be re-established by CONTRACTOR at no additional expense to OWNER.

- B. Construction staking shall be performed by a professional surveyor and mapper licensed in the State of Florida.

3.02 PROTECTION/ADJUSTMENT OF UTILITIES

- A. Utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the Work.
- B. CONTRACTOR shall protect all utility installations and structures from damage during Work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the utility owner. The CONTRACTOR shall so arrange operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the CONTRACTOR. All existing public utilities damaged by the CONTRACTOR which are shown on the Drawings or have been located in the field by the utility owner shall be repaired by the CONTRACTOR.
- C. Public utility installations or structures owned or controlled by the OWNER or other governmental body, which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the CONTRACTOR shall be included in the prices bid for the various contract items. No separate payments shall be made therefore.
- D. Where public utility installations or structures owned or controlled by the OWNER or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when in the opinion of the ENGINEER, removal, relocation, replacement or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the ENGINEER, for the CONTRACTOR to accomplish. If such Work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such Work is accomplished by the CONTRACTOR, it will be in accordance with the General and Supplementary Conditions.
- E. CONTRACTOR shall give written notice to OWNER and governmental utility departments and other owners of public utilities of the location of the proposed construction operations, at least seventy-two (72) hours in advance of breaking ground in any area or on any unit of the Work.
- F. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as herein provided, shall be done by methods approved by the utility owner.

3.03 FIELD OBSERVATIONS AND TESTING

- A. Field observations will be performed by ENGINEER and all field testing of materials will be performed by an independent testing laboratory. The cost of passing tests will be paid by OWNER. Failing tests shall be paid by the CONTRACTOR.
- B. For tests specified to be made by the CONTRACTOR (for equipment/material prior to delivery to the project site), the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the ENGINEER as a prerequisite for the acceptance of any material or equipment.
- C. If, in the making of any test of any material, it is ascertained by the ENGINEER that the material does not comply with the Contract, the CONTRACTOR will be notified thereof and will be directed to refrain from delivering said material, or to remove it promptly from the site or from the Work and replace it with acceptable material, without additional cost to the OWNER.
- D. The CONTRACTOR shall be fully responsible for the proper operation of material during tests and construction periods and shall neither have nor make any claim for damage that may occur to material prior to the time when the OWNER formally takes over the operation thereof.
- E. CONTRACTOR is responsible for scheduling field testing.

3.04 SALVAGE MATERIAL

- A. All salvageable material and equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, shall remain the property of the OWNER and shall be turned over to him. All material and equipment not in salvageable condition as determined by the ENGINEER, shall be disposed of by the CONTRACTOR in a legal manner at the Contractor's expense. The actual storage site for salvageable material will be designated by the OWNER.

3.05 STARTING OF SYSTEMS

- A. Electrical equipment shall not be energized, or placed in service, nor shall mechanical equipment be operated by the CONTRACTOR until approved by the OWNER and ENGINEER. Such approval shall be granted only after all interested parties have been duly notified, have given approval for placing the equipment in service, and all interested parties are present or waived their right to be present. The CONTRACTOR shall notify the OWNER and ENGINEER as far in advance as possible of the dates that various items and equipment will be completed and ready for start-up.

3.06 CLEANING

- A. During construction of the Work, the CONTRACTOR shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the ENGINEER, such material, debris, or rubbish constitutes a nuisance or is objectionable.
- B. At the conclusion of the Work, all tools, temporary structures and materials belonging to the CONTRACTOR shall be promptly taken away and CONTRACTOR shall remove and promptly dispose of all rubbish or any other foreign materials. The CONTRACTOR shall thoroughly clean all material installed and shall deliver such materials undamaged in a clean and new condition.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE

- A. General - Work to be performed under this contract consists of providing all labor, materials, services, equipment and transportation necessary to complete the work as shown on the drawings and herein specified.
- B. Description and Order of Work - The work of this contract primarily includes the construction of and is prioritized as follows:

Village of Palm Springs

Lift Station Rehabilitation for Fountain View, Mediterranean, and Woodlands Project

1.02 GENERAL PROVISIONS

- A. All material, equipment, labor and work to be furnished for the successful construction of this project shall be in strict compliance with the latest edition of all applicable codes, standards and referenced specifications, as well as all contract documents summarized herein.
- B. Submittals - Project submittals of all types required for this work are identified throughout the project conditions and specifications in each section. The Contractor shall be responsible for properly executing each submission with the correct forms and procedures. General requirements with respect to submittals are given in Section 01300.

1.03 TECHNICAL DOCUMENTS

- A. Specifications
 - 1. The specifications are separated into numbered and titled divisions for convenience of reference. Neither the Owner nor the Engineer assumes any responsibility for defining the limits of any subcontractor on account of the arrangements of the specifications.
 - 2. The General Contractor shall be solely responsible for segregation of the work of various trades, and is responsible to the Owner for the entire contract and the execution of all work referred to in the contract documents.
 - 3. It is intended that the work described in each section of the specifications includes the furnishing of all material, labor and equipment, and performing all operations in connection with the fabrication and installation of the items, complete, as shown on the drawings and as specified in applicable sections of the specifications.
- B. Drawings - The overall purpose of the work shown on the construction drawings is to indicate and describe the basic intent of the Engineer to provide for the complete construction of the project as drawn and specified, ready for occupation by the Owner.

1.04 PROCEDURES

A. Examination of Documents

1. The Contractor, in undertaking the work of this contract, shall have thoroughly examined and familiarized themselves with all contract and project documents in regards to the extent of work required. No consideration will be given any claim based on lack of knowledge or understanding of the contract documents.
2. The Contractor is responsible for furnishing and installing all items identified or detailed in the Contract Drawings whether or not they are listed in the Contract Specifications. Conversely, they shall also furnish and install all items specified whether or not they be identified or detailed in the contract drawings.
3. The Contractor shall immediately inform the Engineer of discrepancies or ambiguities; and request a clarification before proceeding with the work in the area of question.

B. Examination of the Site

1. Each bidder shall before submitting their proposal, visit and examine the premises to satisfy themselves as to the scope of work, existing conditions and any difficulties attending to the performance of this work.
2. Once selected, the Contractor is assumed to have visited the site and to have taken into consideration all conditions which might affect their work.
3. No consideration will be given any claim based on lack of knowledge of existing conditions except where the contract documents make a definite provision for adjustment of cost or extension of time due to existing conditions which cannot be readily ascertained.

C. Laying Out Work - Contractor shall, immediately upon entering project site for purpose of beginning work, locate all reference points and take such action as is necessary to prevent their destruction; lay out their own work and be responsible for all lines, elevations and measurements of the grading, excavation and/or the rework executed by them under the contract. They must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from their failure to exercise such precaution.

D. Protection of Existing Utilities - The existing utilities that are shown on the drawings or the location of which is made known to the Contractor prior to beginning of operations shall be protected from damage, and, if damaged thereby shall be repaired by the Contractor at no additional cost to the Owner. In the event that the Contractor damages any existing utility lines that are not shown on the drawings or the locations of which are not known to the Contractor, report thereof shall be made immediately to the Owner.

1.05 COORDINATION

A. Responsibilities

1. Only the General Contractor shall be recognized as part of this contract. It shall be their responsibility to turn over to the Owner a complete project in all respects in accordance with these drawings and specifications.
2. The Contractor shall generally coordinate the work of all trades and be responsible for supervising the proper fabrication, delivery, storage, handling and installation of all work.

B. Cooperation - The General Contractor and all subcontractors shall cooperate with one another and with other Contractors doing related work, and shall coordinate their work with the work of other trades and other Contractors so as to facilitate the general progress of the work. Each trade shall afford all other Contractors every reasonable opportunity for the installation of their work and for the storage of their materials.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.00 DESCRIPTION

- A. Submittals from the Contractor to the Engineer shall be accompanied by a letter of transmittal.
- B. Materials and other items subject to approval shall not be incorporated in the project before receipt of written approval.

1.02 CERTIFICATION OF INSURANCE

Certificates of Insurance shall be filed with the Owner and copies to the Engineer prior to commencement of the work.

1.03 CONTRACT COST BREAKDOWN

- A. "Progress and Payment" forms shall be used to prepare values of contract cost and pay requests as required by general conditions. Contract cost breakdown shall be submitted to the Engineer within 10 days after commencement date specified in the "Notice to Proceed."
- B. No payment will be approved until contract cost breakdown is modified as requested and approved by the Engineer.

1.04 LISTING OF SUBCONTRACTORS

Submit complete list of subcontractors, including address, telephone and contact person.

1.05 SAMPLES

Submit samples as called for in the individual sections of the specifications. Samples shall be submitted at same time as shop drawings.

1.06 SCHEDULE

At Pre-Construction Conference Contractor shall submit the following:

- 1. Construction Schedule.
- 2. Shop Drawings Schedule shall show latest date for submittal of Shop Drawings.

1.07 APPROVALS

All submittals must be approved by the Engineer before they become usable documents.

1.08 TIME FOR SUBMITTALS

All submittals, i.e., shop drawings, samples, etc., to be made within ten (10) days from start date of project.

END OF SECTION

SECTION 01456

FIELD TESTING OF MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Field testing of compaction of backfill, embankment, pavement subgrade, and pavement base.
- B. Sampling and testing concrete strength and slump.
- C. Sampling and analysis of asphalt for paving.

1.02 SUBMITTALS

- A. Two certified copies of the laboratory report to ENGINEER.
- B. Reports shall include date issued, project title and number, name of inspector, date and time of sampling/inspection, standard designation of the test method and work performed, ambient conditions at the time of sampling, appropriate retest recommendation, identification of product and specifications section, location in the project, type of inspection or test, date of tests, and conformance with Contract Documents.

1.03 QUALIFICATIONS

- A. Test laboratory accredited by the Construction Materials Engineering Council, Inc.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 COORDINATION

- A. Cooperate with laboratory personnel, and provide access to the work and to manufacturer's facilities.
- B. Provide incidental labor and facilities to provide access to work to be tested to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and cutting of test samples.
- C. Notify laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

3.02 TESTING FREQUENCY

- A. Wastewater Systems
 - 1. Manholes – check compaction of backfill at 2 foot vertical intervals beginning 2 feet above the bottom of the manhole.
 - 2. Gravity Main – check compaction of backfill at 200 foot intervals beginning 1 foot above the top of the pipe and then every 200 feet thereafter.
 - 3. Force Main – check compaction of backfill 1 foot above the top of the pipe at 200 foot intervals horizontally.
- B. Water Systems
 - 1. Water Mains – check compaction of backfill 1 foot above the top of the pipe at 200 foot intervals horizontally.
- C. Drainage Systems
 - 1. Structures – check compaction of backfill at 2 foot vertical intervals beginning 2 feet above the bottom of the structure.
 - 2. Pipe – check compaction of backfill beginning at the springline and then at 2 foot vertical intervals and 200 foot horizontal intervals.
- D. Roadways
 - 1. Subgrade – check compaction at 200 foot intervals.
 - 2. Stabilized Subgrade – check compaction at 200 foot intervals.
 - 3. Curb and Gutter – check compaction at 300 foot intervals but stagger from one side of the road to the other. Check concrete slump and obtain a set of test cylinders every 800-1000 feet.
 - 4. Base Rock – analyze material when it is delivered to the site for compliance with the specifications. Check compaction at 300 foot intervals but alternate left side to right side.
 - 5. Asphalt – verify asphalt temperature.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 GENERAL

1.01 GENERAL PROVISIONS

The Contractor shall at no additional cost to the Owner, comply with and furnish all labor, materials and services in accordance with the requirements of this section, unless any of said requirements are in conflict with the requirements of Federal, State or local laws, rules and regulations in which event(s) the requirements of applicable Federal, State, or local laws, rules, and regulations shall govern.

1.02 TEMPORARY STRUCTURES

The Contractor shall provide, maintain, and remove signs, light poles, benches, and other items so designated by the Owner and stored at a location designated by the Owner.

1.03 HOISTING, SCAFFOLDING, STAGING AND PLANKING

Except as otherwise specified in the various sections of the specifications, the Contractor shall provide, set-up and maintain all derricks, hoisting machinery, scaffolds and staging and planking and shall do all hoisting required for the project. All in conformance with applicable safety regulations.

1.04 TEMPORARY STAIRS AND RAMPS

The Contractor shall furnish, install, and maintain all temporary ramps, stairs, and ladders, as required for the use of all trades for the proper execution of their work, and shall bear all costs therefrom. The Contractor shall remove these items where permanent stairs are installed and when other like items are no longer required.

1.05 TEMPORARY PROTECTION

A. The Contractor shall perform the following work:

1. Protect excavations, trenches, building and materials at all times from rain water, groundwater, backing-up or leakage of sewers, drains or other piping and from water damage of any origin. They shall provide all pumps, piping, coverings and other materials and equipment required and/or as specified.
2. Protect all exposed concrete surfaces and finished floors against mechanical damage, plaster droppings, oil, grease, paint or other materials which will stain the floor finish. They shall install and maintain protective coverings on finished areas where other work will be done.
3. Protect all private docks and associated improvements associated with private property in and adjacent to the limits of construction.

4. Provide temporary services to all private property of Owner's during construction including water, wastewater, electric, gas, telephone, fuel, (gasoline and diesel) CATV and natural gas.
 5. They shall not permit finished surfaces to be subjected to traffic nor used for storage of materials. Where some activity must take place in order to carry out the work, they shall provide protection for such surfaces.
- B. After the installation of work by any subcontractor is properly completed, the Contractor shall be responsible for its protection and for repairing, replacing, or cleaning any such work which has been damaged by other trades or by any other cause, so that all work is in prime condition at the time of acceptance of the work.

1.06 WEATHER PROTECTION

"Weather Protection" shall mean the temporary protection of that work adversely affected by moisture, wind, heat, or cold by covering, enclosing and or heating. This protection shall provide adequate working areas as determined by the Owner and consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations. The Contractor shall furnish and install all "Weather Protection" material and be responsible for all costs. This provision does not supersede any specific requirements for methods of construction and/or curing of materials.

- A. Installation of weather protection shall comply with all safety regulations including provisions for adequate ventilation and fire protection.
- B. Electricity
1. All electricity for light and power necessary for construction shall be paid for by the Contractor. Contractor shall make all necessary arrangements for this service and perform the work required.
 2. Electric service shall be of sufficient capacity and characteristics to supply proper current for various types of construction tools, motors, welding machines, lights, pumps and other work required. All necessary temporary wiring, panel boards, outlets, switches, lamps, fuses, controls and accessories shall be provided. A sufficient number of electric outlets shall be conveniently located around entire project for proper execution of work and for use of all trades.
- C. Toilet Facilities
1. Contractor shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction. Locate toilets where directed. Keep toilets clean and comply with all local and state health requirements and sanitary regulations. Temporary toilet facilities shall consist of prefabricated chemical type as approved by all applicable local and state codes.

END OF SECTION

SECTION 01573

STORMWATER POLLUTION PREVENTION PLAN

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Precautions to be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, or other polluting materials harmful to humans, fish, or other life.
- B. Inspections and maintenance of the controls to prevent the run-off of polluting substances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EROSION AND SEDIMENT CONTROL MEASURES

- A. Excavation of water management facilities should occur immediately after clearing and grubbing to serve as a sediment trap or catchment for stormwater runoff from exposed soils.
- B. Construct perimeter berm or grade site to prevent off-site discharge of stormwater runoff.
- C. Place silt fences or hay bales to contain erosion in areas prone to stormwater runoff erosive velocities.
- D. Protect each inlet that may receive runoff from the construction site with silt fence/filter fabric staked in place.
- E. Install turbidity screens within the receiving body before commencement of bank improvements and outfall installations.
- F. Take all reasonable precautions to control dust and unconfined particulate matter. The application of water is an acceptable dust suppressant on roadways, stockpiles, and any other areas within the project boundaries. Dust suppressant water shall be applied in such a manner so as not to produce excess runoff and erosion.
- G. Turbidity in receiving water shall not be increased more than 29 nephelometric turbidity units (NTU) above background.

- H. Take precautions in the use of construction equipment to prevent operations which promote erosion.

3.02 OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES

- A. Fertilizers – Apply fertilizers only in the minimum amount recommended by the manufacturer. If stored onsite, provide covered storage. Transfer the contents of any partially used bags of fertilizer to a sealable container to avoid spills.
- B. Hazardous Waste – Dispose of in a manner specified by local or State regulations.
- C. Noise – Minimize noise caused by the operation of equipment. Abide by all local regulations covering noise control.
- D. Odors – Do not cause objectionable odors to be generated.
- E. Offsite Vehicle Tracking - Provide a rock construction entrance to reduce vehicle tracking of sediments. Dump trucks hauling material from the construction site shall be covered with a tarpaulin.
- F. Open Burning - No open fires or burning of materials other than vegetative land clearing debris. Obtain prior approval to burn from the local authority and applicable Fire Marshall.
- G. Paints - All containers shall be tightly sealed and stored when not required for use. Excess paint shall not be discharged to the storm sewer system, but will be properly disposed of according to the paint manufacturer's instructions and State or local regulations.
- H. Pesticides and Herbicides - Any pesticide and herbicide usage will be by State licensed applicators.
- I. Petroleum Products - Monitor onsite vehicles and tanks for leaks. They shall receive regular preventive maintenance to reduce the chance of leakage. Store petroleum products in tightly sealed containers, which are clearly labeled. Use asphalt substances according to the manufacturer's recommendations. Provide secondary containment for all above ground fuel tanks.
- J. Sanitary Waste - Collect all sanitary waste from the portable units at least twice per week.
- K. Waste Materials - Collect and store all waste materials in a securely covered metal dumpster provided by a licensed solid waste management company. Deposit all trash and construction debris from the site in the dumpster. The dumpster is to be emptied as needed so there is no overflow. Haul trash to a State approved landfill facility.

3.03 MAINTENANCE / INSPECTION PROCEDURES

- A. Inspect all control measures at least once per week and following any storm event of 0.5 inches or greater.
- B. Maintain all measures in good working order. If a repair is necessary, it must be initiated within 24 hours of the onsite inspection report.

- C. Remove built up sediment from silt fence when it has reached one-third the height of the fence.
- D. Inspect silt fence for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- E. Prepare a maintenance inspection report after each inspection. A copy of the report form to be completed by the inspector is found at the end of this Section.
- F. The CONTRACTOR shall designate a qualified person to be responsible for inspections, maintenance and repair activities, and completing the inspection and maintenance reports.
- G. Non-stormwater discharges are permissible provided that discharge does not cause erosion or create turbidity within the receiving body and are in compliance with regulatory requirements. These discharges may include water line flushing, fire fighting activities, fire hydrant flushing, dust control, irrigation drainage, air conditioning condensation, and water used to spray off loose solids from vehicles.

END OF SECTION

SECTION 01700

PROJECT CLOSE OUT

PART 1 GENERAL

1.01 DESCRIPTION

- A. The items listed in this Section shall not be considered as a complete listing and shall in no way limit requirements that may be stated in other parts of the Contract Documents, but rather should be considered as an aid in preparing for final inspection and project close out.

1.02 BASIC REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION

- A. Punch List: The following items shall be completed prior to request for final inspection.
 - 1. All general construction completed and the project components shall be clean.
 - 2. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned and ready for use.
 - 3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
 - 4. All painting shall be completed, all signs installed.
 - 5. All surfaces, glass and metal work shall be cleaned.
 - 6. All finish hardware and furniture shall be installed.
 - 7. Project site shall be cleared of the Contractor's equipment and/or building supplies. All temporary structures and construction shall be removed.
 - 8. All landscaping and sod planted and in place.
 - 9. All signs and striping mounted, replaced and installed.
- B. Record Drawings: The project record drawings shall be submitted by the Contractor for all structural work, paving, drainage, water, wastewater and any other construction done under this contract.

1.03 BASIC REQUIREMENTS PRIOR TO FINAL COMPLETION

- A. All of the above items for Substantial Completion shall be complete; in addition, the punch list items noted at the time of substantial completion shall have been corrected and the work completed.

- B. Warranties: Furnish all manufacturers' warranties and maintenance manuals for all equipment. For corrective work during the warranty period, submit a complete list of contact persons and phone numbers for General Contractor and all Subcontractors.
- C. Guarantees and Bonds: Furnish the following written guarantees and bonds, in duplicate, signed by an authorized representative of manufacturer, supplier and/or subcontractor in accordance with the General Conditions, Supplementary General Conditions and the technical sections of the specifications.
- D. Keys and Special Wrenches: All keys and special wrenches shall be tagged with the room number or with designed use and turned over to the Owner.
- E. Maintenance Materials: Deliver to the Owner, prior to final completion of the work, maintenance materials (extra stock) as required in the technical sections of the specifications.
- F. Manuals and Instructions:
 - 1. Deliver to the Owner, prior to final completion of the work, three bound copies of maintenance and instruction manuals customarily supplied by manufacturers for items incorporated in this work and as set forth in the General Requirements for Mechanical and Electrical work.
 - 2. Contractor and subcontractors shall provide hands on demonstrations and verbal instructions for the proper operation and maintenance of appliances, machines and equipment to the Owner or their designated representative.
 - 3. Arrange, with the Owner, an appointment for specific time to give demonstrations and instructions.
- G. Listing of Equipment: A tabular listing shall be presented to the Engineer prior to Final Completion of the project and prior to final payment, which shall include all plumbing, mechanical, electrical and special equipment by name, manufacturer, model number and serial number of each item provided.
- H. Affidavits: Provide affidavits prior to final payment as follows:
 - 1. Affidavit that all work has been properly paid for and all obligations for payment to material suppliers, subcontractors, etc. have been satisfied (A.I.A. Form G-706).
 - 2. Consent of Surety (A.I.A. Form G-707).
 - 3. Release and Waivers of Liens (A.I.A. Form G-706A).

END OF SECTION

SECTION 01788

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Obtaining and recording Record information to indicate changes in project conditions, locations, dimensions, elevations, materials, sizes, configurations, and any other deviations from the original Contract Documents.
- B. Submittal of Record information.

1.02 MAINTENANCE

- A. ENGINEER will provide CONTRACTOR with an electronic set of the construction drawings in Autocad (Release 2000 or later) and PDF for marking Record information on.
- B. All elevations and site dimensions are to be verified by a professional surveyor and mapper licensed in the State of Florida and recorded on the Record drawings.
- C. Label each drawing in the lower right corner "RECORD DRAWING" in neat large printed letters.
- D. On each drawing where a professional surveyor and mapper obtains the information, indicate surveyor's name and license number, company name and address, and the phone number.
- E. Design data shall be lined-out. Record data shall be added next to each lined-out design dimension or elevation.
- F. Maintain documents in a clean, dry, legible condition, and in good order. Do not use Record documents for construction purposes.
- G. Make documents available at all times for review by the ENGINEER.
- H. Record information concurrently with construction progress.
- I. Do not conceal any Work until required information is recorded.

1.03 REQUIRED RECORD DRAWING INFORMATION

- A. Drainage
 - 1. Rim/grate elevations on inlets and manholes.
 - 2. Flowline elevations of pipes.
 - 3. Linear distance along pipes from structure to structure.

4. Recalculated pipe slopes based on flowline elevations and distance between structures.
 5. Horizontal location of inlets, manholes and structures based on stationing/coordinate/dimensioning on Drawings.
 6. Top of pipe/bottom of pipe elevations as applicable at all pipe crossings.
- B. Grading
1. Verify all elevations on Drawings.
- C. Roadways
1. Alignment ties for road centerlines at all intersections and horizontal curves (point of curvature and point of tangency).
 2. Horizontal and vertical geometry.
- D. Sanitary Sewer
1. Rim elevation on manholes.
 2. Invert elevation for all pipes in manholes.
 3. Linear distance along pipe from manhole to manhole.
 4. Recalculated pipe slope based on invert elevations and linear distance between manholes.
 5. Horizontal location of manholes based on stationing/coordinates on Drawings.
 6. Stationing of each service wye from sewer nearest manhole and offset distance and stationing of cleanout from sewer main.
 7. Lift station wet well bottom and top elevations, and influent pipe invert elevation. Lift station piping, electrical, and pumping elements.
 8. Finished grade and top of pipe elevations at 100 feet on center along force mains.
 9. Horizontal ties to all force main bends, plugs, tees and valves.
 10. Horizontal tie of force main at 100 feet on center
 11. Invert and finished grade elevations at cleanouts.
 12. Pipe clearances where services cross watermains and storm drainage.
- E. Stormwater Management
1. Top of bank and bottom elevations of retention/detention areas.
 2. Cross section lake side slopes from top of bank to bottom of toe at 200 feet on center.
- F. Watermain
1. Breakaway flange elevation on fire hydrants.
 2. Horizontal ties to all bends, tees, plugs, valves, and hydrants.
 3. Finished grade and top of pipe elevations at 100 feet on center as well as any major changes in direction and/or elevation.
 4. Horizontal location of watermain at 100 feet on center.
 5. Top of pipe or bottom of pipe elevations, as applicable, at all pipe crossings.
 6. Horizontal location of the ends of all service lines.

1.04 SUBMITTALS

- A. Submit two (2) sets of prints of progress Record drawings with each pay application.

- B. No pavement placement until Record drawing information for facilities under pavement is complete, the drawings have been reviewed by the ENGINEER, and facilities under pavement are determined to be acceptable.
- C. Record drawings for the sanitary sewer system are to be reviewed and approved by the ENGINEER prior to pressure testing of force mains, lamping of gravity sewer and start-up of lift stations.
- D. Submit four (4) sets of final Record drawings on paper (drawing size shall match construction drawings) and a CD containing final electronic Record drawings in Autocad (Release 2000 or later) and PDF (formatted to match paper drawing size). Record drawings prepared by surveyor are to be signed and sealed.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END OF SECTION

SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

Work Included

Demolition includes the complete wrecking of structures and the removal and disposal of demolished materials, as shown on the drawings and/or specified.

1.02 JOB CONDITIONS

A. Condition of Structures

The owner assumes no responsibility for the actual condition of structures to be demolished. Demolition drawings are provided for general information. The contractor shall field verify the conditions to be encountered in the work to be performed.

B. Salvage

Items of salvable value to the Owner shall be removed from the structure as the work progresses. Salvaged items must be transported to the locations as directed by the Owner.

C. Explosives

The use of explosives will not be permitted.

D. Traffic

Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

E. Protection

Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

F. Damages

Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 DEMOLITION

A. Pollution Controls

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering the air to the lowest practical level.
2. Comply with governing regulations pertaining to environmental protection.
3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Architect/Engineer. Return adjacent areas to condition existing prior to the start of the work.
4. Demolish concrete and masonry in small sections.

3.02 DISPOSAL OF DEMOLISHED MATERIALS

A. General

1. Remove from the site debris, rubbish, and other materials resulting from demolition operations.
2. Burning will not be permitted on the site.
3. Concrete from sidewalks, curbs, bulkhead caps etc. suitable for recycling will be transported to a licensed recycling business. The Contractor is to make a good faith effort to recycle all disposed and discarded items.

B. Removal

Transport materials removed from demolished structures and dispose of them offsite.

END OF SECTION

SECTION 02232
CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal and disposal of all buildings, timber, brush, stumps, roots, rubbish, debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed.

1.02 REGULATORY REQUIREMENTS

- A. Conform to all applicable federal, state, and local codes pertaining to the disposal of materials and debris.
- B. Coordinate clearing work with utility companies.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that existing plant life and features designated to remain are tagged or identified.

3.02 PROTECTION

- A. Protect from damage all utilities that are to remain.
- B. Protect trees, plant growth, understory growth, and features designated to remain as final landscaping.
- C. Protect existing benchmarks, monuments, and other reference points. If disturbed or destroyed, they shall be replaced in their original condition and location by a professional surveyor and mapper licensed in the State of Florida.
- D. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

3.03 CLEARING

- A. Remove and dispose of all trees, stumps, shrubs, grass, roots, and other such protruding objects, and buildings, structures, appurtenances, existing pavement, and other facilities necessary to prepare the area for the proposed construction.

3.04 GRUBBING

- A. Remove roots and other debris in the Work areas to a depth of at least 12 inches below the ground surface.
- B. Plow the surface to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches.
- C. Completely remove and dispose of all stumps.

3.05 REMOVAL

- A. Abandonment or removal of certain underground pipe or conduits may be shown on mechanical or electrical drawings, and is included under work of those sections. Removal of abandoned underground piping or conduit interfering with construction is included under this Section.
- B. Remove and dispose of existing structures or portions of existing structures specified on the Drawings, or those found within the limits of the area to be cleared and grubbed.
- C. Remove the structures in such a way as to leave no obstructions to any proposed new structures.
- D. Remove and dispose of existing asphalt pavement, Portland cement concrete pavement, sidewalk, curb, and curb and gutter where specified on the Drawings.

3.06 DISPOSAL OF MATERIALS

- A. Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in a legal manner offsite.
- B. Ensure that all hazardous materials and waste are handled and disposed of in accordance with all Local, State and Federal requirements. Submit the name, address and qualifications of the transporter, treatment facility, proposed treatment and disposal methods for ENGINEER's approval prior to transport.

END OF SECTION

SECTION 02316

EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation for underground pipelines.

1.02 REGULATORY REQUIREMENTS

- A. CONTRACTOR shall obtain a "Dewatering General Water Use Permit" from the South Florida Water Management District prior to commencing dewatering unless the Work qualifies for a 'No-Notice' authorization as described in Rule 40E-20.302(3) of the Florida Administrative Code.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. CONTRACTOR shall locate existing underground utilities in the area of the Work as construction proceeds. If utilities are to remain in place, provide adequate means of protection.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, notify the ENGINEER immediately. Cooperate with responsible utility companies in keeping respective services and facilities in operation.
- C. Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by the respective utility owner.
- D. CONTRACTOR shall sustain in their places and protect from direct or indirect injury all pipes, poles, utilities, walls, buildings, and other structures or property in the vicinity of Work, whether above or below the ground, or that may appear in the trench. CONTRACTOR shall take all risks attendant to the presence or proximity of pipes, poles, walls, buildings, and other structures and property, of every kind and description, in or over his trenches, excavations or in the vicinity of his Work whether above or below the ground and shall be responsible for all damage and assume all expense for direct or indirect injury, caused by his Work, to any of them, or to any person or property by reason of injury to them, whether such structures are or are not shown on the Drawings.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, benchmarks, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by excavating operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil bearing water runoff or airborne dust to adjacent properties and walkways.
- C. When excavations exceed 5 feet in depth, CONTRACTOR shall meet the Occupational Safety and Health Administration's excavation safety standards 29 C.F.R.s. 1926.650, Subpart P.
- D. Where relocation of existing utilities is noted on Drawings, the CONTRACTOR is to notify appropriate utility companies at the earliest possible date of intent to relocate any of their facilities. It is the CONTRACTOR's responsibility to maintain utility service to users during relocation procedures and to replace the facility to the utility companies' specifications.

3.03 DEWATERING

- A. At all times during construction, provide and maintain proper equipment and facilities to remove all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels.
- B. Conduct dewatering in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Construct well or sump installations with proper sand filters to prevent drawing of finer grained soil from the surrounding area.
- C. Take all additional precautions to prevent uplift of any structure during construction.
- D. Dispose of water so that flow or seepage back into the excavated area will be prevented. No water from dewatering activities will be allowed to be discharged directly offsite. In addition, the dewatering activity must not impact any onsite or offsite wetlands.
- E. Prevent flotation by maintaining a positive and continuous operation of the dewatering system. If for any reason the dewatering system is found to be inadequate, make additions, changes and replacements, as necessary, to provide a satisfactory system. All damage resulting from failure to properly dewater excavations shall be repaired to the satisfaction of the ENGINEER. Remove the dewatering equipment after the system is no longer required.
- F. Take all necessary precautions to preclude accidental discharge of fuel oil, etc. in order to prevent adverse effects on groundwater quality.

3.04 EXCAVATION

- A. Excavation shall be carried to suitable lines and grades indicated on the Drawings. All irregularities in the bottom of excavations shall be filled to the required level with suitable select backfill and firmly compacted before pipe is laid or foundation and slab are constructed.
- B. Trenches shall be excavated to the lines and grades as indicated on the Drawings. Trenches shall provide continuous and uniform support and bearing for piping and structures.
- C. Rock and other unsuitable material, when encountered, shall be removed to minimum depth of six inches below the pipe or structure and the same depth below the pipe bell.
- D. Material below subgrade deemed unsuitable shall be removed and replaced with clean granular material.
- E. Excavation in the vicinity of adjacent facilities shall be performed by means that will not damage the facilities. Any damage to existing facilities caused by the CONTRACTOR's operations shall be repaired to the satisfaction of the facility's owner at no additional cost to OWNER.
- F. Trench bottom shall be shaped to conform to pipe bells or other shape irregularities of special appurtenances.
- G. Where a trench crosses existing paved areas or roadways which have not been scheduled to be repaved on the Drawings, the paved area shall be saw cut. Ripping of pavement for trenches with excavation equipment will not be allowed.
- H. Satisfactory excavated materials shall be stockpiled until required for backfill. Stockpiles shall be placed, graded and shaped for proper drainage.
- I. Soil materials shall be located and retained away from edges of excavations.
- J. Excess and/or unsatisfactory materials shall be disposed of offsite.

END OF SECTION

SECTION 02323

BACKFILL AND COMPACTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backfill and compaction for underground pipes and structures.

1.02 REFERENCES

- A. ASTM D1557-02 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ASTM D2487-00 – Classification of Soils for Engineering Purposes.
- C. ASTM D2922-05 – Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these groups, free of rock or gravel larger than 3 inches in any dimension, debris, waste, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Material placed under and around structures shall be deposited within the lines and to the grades shown on the Drawings, making due allowance for settlement of the material. Material shall be placed on properly prepared surfaces which have been reviewed by the Engineer. If sufficient common fill material is not available from excavation on site, the Contractor shall provide borrow as may be required.

- B. If the compacted surface of any layer of material is determined to be too smooth to bond properly with the succeeding layer, it shall be loosened by harrowing or by another approved method before the succeeding layer is placed.
- C. All backfill materials shall be placed and compacted "in-the-dry". Contractor shall dewater excavated areas as required to perform the Work.

3.02 COMPACTION

- A. Backfill shall be placed in layers not to exceed twelve inches in depth as measured before compaction. Each layer shall be compacted to at least the minimum percentage of a modified proctor (ASTM D1557 / AASHTO T-180) specified in the Compaction Scheduled in paragraph 3.03.
- B. Areas adjacent to structures and other confined areas inaccessible to a vibratory roller shall be compacted with a manually operated vibratory compactor.
- C. It is the intention that the fill materials with respect to moisture be used in the condition they are excavated insofar as this is practicable. Material which is too wet shall be spread on the fill area and permitted to dry, assisted by harrowing if necessary, until the moisture content is reduced to allowable limits.
- D. If added moisture is required, water shall be applied by sprinkler tanks or other sprinkler systems which will insure uniform distribution of the water over the area to be treated and give complete and accurate control of the amount of water to be used. If too much water is added the area shall be permitted to dry before compaction is continued.
- E. Supply all hose, piping, valves, sprinklers, pumps, sprinkler tanks, hauling equipment, and all other materials and equipment necessary to place the water on the fill.

3.03 COMPACTION SCHEDULE

<u>Location</u>	<u>Minimum Compaction</u>
Under paved areas	98%
Structures	98%
Under landscaped areas	95%

3.04 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. Unsuitable and surplus excavated materials become the property of the Contractor and are to be removed and disposed of off site.
- B. Suitable excavated material may be used for fill or backfill if it meets these specifications.

3.05 TESTING

- A. Allow testing laboratory to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results from previously completed Work complies with requirements.

- B. Testing agency will test compaction of soils in place according to ASTM D2922.
- C. When testing agency reports that subgrades, fills or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.06 PROTECTION

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

END OF SECTION

SECTION 02510

WATER DISTRIBUTION SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Distribution piping and specialties outside the building for the following:
 - 1. Water mains and services.
 - 2. Fire service mains.

1.02 REFERENCES

- A. ASTM D1785-05 – Poly (Vinyl Chloride) ((PVC) Plastic Pipe, Schedules 40, 80, and 120.
- B. ASTM D2466-05 – Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- C. AWWA C104-03 – Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
- D. AWWA C105-05 – Polyethylene Encasement for Ductile-Iron Pipe Systems.
- E. AWWA C110-03 – Ductile-Iron and Gray-Iron Fittings, 3 in.-48 in., for Water.
- F. AWWA C111-00 – Rubber-Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
- G. AWWA C150-02 – Thickness Design of Ductile-Iron Pipe.
- H. AWWA C151-02 – Ductile-Iron Pipe, Centrifugally Cast, for Water, or Other Liquids.
- I. AWWA C153-00 – Ductile-Iron Compact Fittings for Water Service.
- J. AWWA C502-05 – Dry-Barrel Fire Hydrants.
- K. AWWA C504-00 – Rubber-Seated Butterfly Valves.
- L. AWWA C509-01 – Resilient Seated Gate Valves for Water Supply Service.
- M. AWWA C550-05 – Protective Epoxy Interior Coatings for Valves and Hydrants.
- N. AWWA C600-05 – Installation of Ductile-Iron Water Mains and Their Appurtenances.
- O. AWWA C605-05 – Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.
- P. AWWA C651-05 – Disinfecting Water Mains.
- Q. AWWA C900-97 – Polyvinyl Chloride (PVC) Pressure Pipe, and Fabricated Fittings, 4 in.-12 in., for Water Distribution.

1.03 SUBMITTALS

- A. Product data for the following:
 - 1. Piping and fittings.
 - 2. Valves
 - 3. Fire Hydrants.
 - 4. Valve Boxes.
 - 5. Restraint devices.
- B. Operation and maintenance data for the following:
 - 1. Valves.
 - 2. Fire Hydrants.

1.04 QUALITY ASSURANCE

- A. Comply with standards of authorities having jurisdiction for potable-water-service piping.
- B. Comply with NSF 14 for plastic potable-water-service piping.
- C. Comply with NSF 61 for materials for water-service piping and specialties for domestic water.
- D. Comply with NFPA 24 for materials, installation and tests.
- E. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- F. Provide valves with manufacturer's name, year of manufacture, and valve size either cast on the body or etched on corrosion resistant plates attached to the body.
- G. Fire service mains shall be installed by a Contractor with a certificate of competency issued by the Florida State Fire Marshall.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport
 - 1. Ensure that valves are dry and internally protected against rust and corrosion.
 - 2. Protect valves against damage to threaded ends and flange faces.
 - 3. Set valves in best position for handling. Set valves close to prevent rattling.
- B. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
- C. Use sling to handle valves and fire hydrants if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use hand wheels or stems as lifting or rigging points.
- D. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- E. Protect flanges, fittings, and specialties from moisture and dirt.

- F. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.06 PROJECT CONDITIONS

- A. Do not interrupt existing utilities serving facilities occupied by OWNER or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify ENGINEER not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without ENGINEER's written permission.

PART 2 PRODUCTS

2.01 PVC PIPE FOR WATER SERVICE

- A. AWWA C900, DR 18, Pressure Class 150 for pipes 4 inch diameter and larger.
- B. ASTM D1785 schedule 40 for pipe ½ inch diameter to 3 inch diameter. Schedule 40 for socket fittings per ASTM D2466.

2.02 PVC PIPE FOR FIRE SERVICE

- A. AWWA C-900, DR 14, Pressure Class 200.

2.03 DUCTILE-IRON PIPE FOR WATER SERVICE

- A. AWWA C151, Pressure Class 350. Cement mortar lined per AWWA C104.
- B. Rubber Gasket Joints conforming to AWWA C111.

2.04 DUCTILE IRON PIPE FOR FIRE SERVICE

- A. AWWA C151, Pressure Class 350, Cement mortar lined per AWWA C104.
- B. Rubber Gasket Joints conforming to AWWA C111.

2.05 DUCTILE IRON FITTINGS

- A. AWWA C153. Cement mortar lined per AWWA C104.

2.06 PIPE JOINT RESTRAINTS

- A. Restrain ductile iron pipe joints using field lock gaskets such as 'Fast-Grip' as manufactured by American Ductile Iron Pipe or 'Megalug' as manufactured by EBAA Iron Sales, Inc.

- B. Restrain PVC pipe using 'Uniflange Block Buster Pipe Restraints', as manufactured by the Ford Meter Box Co., Inc.

2.07 PIPE FITTING AND VALVE RESTRAINTS

- A. On ductile iron pipe use 'Megalug' restraints as manufactured by EBAA Iron Sales, Inc.
- B. On PVC pipe use Series 200 PV restraint glands manufactured by EBAA Iron Sales Inc.

2.08 ENCASEMENT FOR UNDERGROUND DUCTILE-IRON PIPING

- A. AWWA C105, PE film, 0.008-inch minimum thickness, tube or sheet.

2.09 GATE VALVES

- A. Buried gate valves 4 inches through 30 inches shall be resilient seated, non-rising stem type with 2 inch operating nut, adjustable valve box, and cover conforming to AWWA C509.

2.10 BUTTERFLY VALVES

- A. AWWA C504, Class 150 B.

2.11 VALVE BOXES

- A. Cast-iron. Adjustable extension of length required for depth of burial of valve. Bottom section with base of size to fit over valve. Approximately 5 inch diameter barrel. Cast in the cover the word 'WATER'.
- B. Operating Wrenches: Steel, tee-handle with one pointed end, stem of length to operate deepest buried valve, and socket matching valve operating nut.

2.12 FIRE HYDRANTS

- A. Dry-Barrel, High-Pressure Fire Hydrants: AWWA C502, one NPS 4-½ inch and two NPS 2-½ inch outlets, 5-¼ inch main valve, drain valve, and NPS 6 inch mechanical-joint inlet. Include interior coating according to AWWA C550. Cast-iron body, compression-type valve opening against pressure and closing with pressure, and 250-psig minimum working-pressure design.
- B. Fire hydrant shall be provided with a lubricant sealed bonnet assembly to assure lubrication of operating parts and to seal operating thread from water when the hydrant is opened.
- C. Supply one (1) fire hydrant repair kit.

PART 3 EXECUTION

3.01 PIPE INSTALLATION

- A. Install ductile iron and PVC pipe according to AWWA C600.
- B. Lay pipe in a clean, dry trench on line and grade with valves and hydrant stems plumb.
- C. Pipe and fittings shall be strung out along the route of construction with the spigots pointing in the direction of the flow. Pipe shall be placed where it will cause least interference with traffic. Pipe shall be handled by mechanical equipment. Before the pipe is lowered into the trench, it shall be swabbed or brushed out to insure that no dirt or foreign material enters the finished line. Trench waters shall be kept out of the pipe and the pipe kept closed by means of a test plug whenever work is not in progress.
- D. Deflections from a straight line or grade made necessary by vertical curves or horizontal curves or offsets shall not exceed the manufacturer's recommendations. If the specified or required alignment requires deflection in excess of those recommended, the CONTRACTOR shall either provide special bends as approved by the ENGINEER or a sufficient number of shorter lengths of pipe to provide angular deflections within the required limit.
- E. Pipe shall be laid in a level trench. Irregularities shall be smoothed out or filled in with sand and tamped. Holes shall be scooped out where the bells occur leaving the entire barrel of the pipe bearing on the pipe bed.
- F. Laying of the pipe shall commence immediately after the excavation is started, and every means must be used to keep pipe laying closely behind the trenching. The ENGINEER may stop trenching when, in his opinion, the trench is open too far in advance of the pipe laying operation. Pipe may be laid in the best manner adapted to securing speed and good results. It shall, however, be in accordance with the manufacturer's published instructions and recommendations. Damaged or unsound pipe or fittings shall be removed and replaced by the CONTRACTOR at no additional cost to the OWNER. Before jointing of the pipe, all lumps, blisters, excess coating material or oil shall be removed from the bell and spigot ends of the pipe. Water lines shall be thrust-blocked and restrained.
- G. Any pipe which has been disturbed after being laid shall be taken up, the joints cleaned, and the pipes properly relaid. Any superfluous material inside the pipe shall be flushed or removed by means of an approved follower or scraper after joints are made. Installation of fittings and pipe joints shall be in strict accordance with the manufacturer's recommendations.

3.02 RESTRAINTS

- A. Install restraints for tees, plugs and caps, bends, crosses, valves, and hydrant branches.
- B. Where harnessing is shown on the Drawings or approved by the ENGINEER, all harnessing rods, clamps, bolts, and nuts shall be coated after assembly. The coating

shall be coal tar or asphalt base bituminous coating approved by the ENGINEER and applied to at least a 4 mil dry film thickness.

3.03 TAPS

- A. Comply with the requirements of the facility's water utilities department for taps of size and in locations indicated on Drawings.
- B. Make tap connections with tapping machine according to the following:
 - 1. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
 - 2. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
 - 3. Install valve with stem pointing up and with valve box.

3.04 VALVE INSTALLATION

- A. AWWA Gate Valves: Comply with AWWA C600. Install each underground valve with stem point up and with valve box.
- B. Corporation Valves and Curb Valves: Install each underground curb valve with head pointed up and with a section box.
- C. Valves and valve boxes as specified in the preceding paragraphs shall be installed where shown on the Drawings unless otherwise directed. Valves shall be set plumb with the base of the valve box centered over the valve and resting on compacted backfill. The top section of the box shall be set to allow equal movement above and below finished grade. After being correctly positioned, compacted base rock shall be carefully tamped around the valve box for a distance as shown on the Drawings. In off-street areas, the cover shall be set level with existing grade unless otherwise directed by the ENGINEER and a concrete pad shall be poured around the top of the box as shown on the Drawings.

3.05 DETECTOR CHECK VALVE INSTALLATION

- A. Install detector check valves for proper direction of flow. Install bypass with water meter, gate valves on each side of meter, and check valve downstream from meter.
- B. Support detector check valves, meters, shutoff valves, and piping on brick or concrete piers.

3.06 FIRE HYDRANT INSTALLATION

- A. Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints, and support in upright position.
- B. Fire hydrant shall be connected to the mains with mechanical joints, ductile iron pipe, tie rods or harnessing and a gate valve(s), all part of the assembly. After connections are made, the hydrant shall be at such elevation that the connecting pipe and the distributing

main shall have the same depth of cover. The fire hydrant shall be thrust blocked in such a manner as to insure the complete drainage of the hydrant when closed. All backfill around hydrant shall be thoroughly compacted to the surface of the ground. Before installing any hydrant or valve, care shall be taken to see that all foreign material is removed from the interior of the barrel. Stuffing boxes shall be tightened and the hydrant valve opened and closed to see that all parts are in working condition.

3.07 CLEANING

- A. Flush section of piping at a minimum velocity of 5 fps until the discharge water is clear.
- B. The clear water discharge shall be observed and confirmed by the ENGINEER.

3.08 PRESSURE/LEAKAGE TESTING

- A. All new and relocated watermains shall be pressure/leak tested in accordance with AWWA Standard C600.
- B. Conduct pressure/leakage tests with all components installed, before joints are covered, and after joint restraints are installed.
- C. CONTRACTOR to provide all necessary equipment such as pumps, gauges and water measuring tanks, and perform all the Work required for pipe pressure/leakage testing.
- D. Tests are to be made between valves and/or connections for each section tested. 1500 linear feet is the maximum length of pipe to be tested at one time.
- E. A hydrostatic pressure of 150 psi on water mains and 200 psi on fire service mains must be held for a minimum period of two hours. ENGINEER will be present to witness test.
- F. Allowable leakage is to be determined by the following formula:
$$L = ((SDP^{1/2}) / 133200) \times 0.5$$

L= Allowable Leakage (gallons per hour)
S= Length of Pipe to be Tested (feet)
D= Nominal Diameter of Pipe (inches)
P= Average Test Pressure (psi)
- G. A loss of 5 psi regardless of the amount of leakage is considered a failed test.
- H. A gain in pressure is considered a failed test.
- I. Failed pipe sections are to be corrected by the CONTRACTOR and re-tested.

3.09 DISINFECTION

- A. Disinfection of all equipment, pipelines, tanks, and other parts of the project with which water comes in contact and which have been contaminated by the CONTRACTOR's operations shall be accomplished after completion of construction and immediately

before the system or unit is placed in operation. The CONTRACTOR shall procure and pay for all water required for disinfection and tests.

- B. The disinfectant shall be liquid chlorine or sodium hypochlorite solution conforming to Federal Specification O-S-602b Sodium Hypochlorite, Grade D. Dry hypochlorite, similar or equal to "HTH" may also be use as the disinfecting agent. Flush and disinfect in accordance with AWWA C651 and Rule 62-555.340 of the Florida Administrative Code.
- C. The piping shall be disinfected by introducing the disinfecting agent into the water, which is being pumped into the system, in such manner that the entire system will be filled with water containing a minimum chlorine concentration of 50 ppm at any point. This water shall be allowed to remain in the system for a minimum contact period of eight (8) hours before the system is flushed out.
- D. After the disinfecting agents have been permitted to remain for the specified contact periods, the structures, pipelines, pumps and valves shall be thoroughly flushed with water until the residual chlorine tests are less than 2 ppm in each instance. The determination of the amount of residual chlorine in the system shall be made at such points and in accordance with standard tests by means of a standard orthotolodine test set.
- E. After all units or portions of the system have been disinfected and flushed as specified, samples of water shall be taken from several points as applicable in suitable sterilized containers and the samples forwarded to an approved independent testing laboratory for bacterial examination. If repeated tests of such samples show the presence of coliform organisms, the disinfection shall be repeated or continued until tests indicate the absence of pollution. Two consecutive daily samples shall be satisfactorily tested before the system is placed in service. The initial series of tests and any retests shall be paid for by the CONTRACTOR.
- F. Sample point number system on reports is to match number system on Drawings.
- G. Sampling test results are to be submitted to the ENGINEER.

3.10 FINAL CONNECTION

- A. No connection of the new water main to an existing water main which is in service shall be made until all tests, including pressure, leakage, and bacteriological, have been completed and approved. Flushing of the new water main must also have been completed.

END OF SECTION

SECTION 02538

SANITARY SEWER SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sanitary drainage piping, fittings, and accessories.
- B. Manhole structures and accessories.

1.02 REFERENCES

- A. ASTM C478-02-Precast Reinforced Concrete Manhole Sections.
- B. ASTM D3034-00-Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- C. AWWA C151-02-Ductile-Iron Pipe, Centrifugally Cast, for Water.
- D. AWWA C153-00-Ductile-Iron Compact fittings for Water Service.
- E. AWWA C509-01-Resilient-Seated Gate Valves for Water Supply Service.
- F. AWWA C900-97-Polyvinyl Chloride (PVC) Pressure Pipe, and Fabricated Fittings, 4 inch – 12 inch, for Water Distribution.

1.03 SUBMITTALS

- A. Product data on pipe, valves, and valve boxes.
- B. Shop drawings for manholes.
- C. Product data on pipe and manhole coatings.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Keep interior of pipes free of dirt and foreign matter.
- B. PVC pipe stored outdoors is to be covered to prevent degradation by sunlight.
- C. Unloading of pipe, fittings, valves and manholes is to be done in a manner to avoid damage.

PART 2 PRODUCTS

2.01 GRAVITY PIPE

- A. Ductile Iron: AWWA C151, Pressure Class 350. Polyethylene coat interior with Protecto 401. Apply in strict accordance with the coating manufacturer's recommendations.
- B. PVC: ASTM D3034, SDR 26. Color to be green. For depths less than 12 feet.
- C. C900 PVC: AWWA C900, SDR 18. Color to be green. For depths greater than 12 feet.

2.02 PRESSURE (FORCE MAIN) PIPE

- A. Ductile Iron: AWWA C151, Pressure Class 350. Polyethylene coat interior with Protecto 401. Apply in strict accordance with the coating manufacturer's recommendations.
- B. Fittings: AWWA C153, ductile iron. Polyethylene coat interior with Protector 401. Apply in strict accordance with the coating manufacturer's recommendations.

2.03 MANHOLES

- A. ASTM C478. Type II cement.
- B. Protect interior of concrete manholes with a system approved by the utilities department.
- C. Frame and Cover: Cast iron with the words 'SANITARY SEWER' cast into it, unless noted otherwise on the Drawings. Manufactured by U. S. Foundry.

2.04 GATE VALVES

- A. AWWA C509, non-rising stem.

2.05 PLUG VALVES

- A. Ductile iron body with minimum 80 percent port opening.

2.06 VALVE BOXES

- A. Cast iron, adjustable to fit depth of cover
- B. 'SEWER' cast in cover.

2.07 RESTRAINTS

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- A. Restrain fittings and valves on ductile iron pipe using 'Megalug' restraints as manufactured by EBAA Iron Sales Inc.
- B. Restrain fittings and valves on PVC pipe with Series 200 PV restraint glands manufactured by EBAA Iron Sales, Inc.
- C. Restrain ductile iron pipe joints using field lock gaskets such as 'Fast-Grip' as manufactured by American Ductile Iron Pipe.
- D. Restrain PVC pipe using 'Uniflange Block Buster Pipe Restraints' as manufactured by the Ford Meter Box Co., Inc.

PART 3 EXECUTION

3.01 EXAMINATION

- A. ENGINEER to review concrete manholes when delivered to site and prior to coating interior.
- B. Verify base excavation and trench cuts are dry and ready to receive Work.

3.02 PREPARATION

- A. Hand trim excavations to required elevations, correct over excavation with fill material of fine aggregate or lean concrete.
- B. Remove large stones or other hard matter which could damage the pipe or impede consistent backfilling and compaction.
- C. Pipe should be protected during storage and handling against impact shocks or free fall. Pipe shall be kept clean at all times, and no pipe shall be used that does not conform fully with standards or specifications herein described.
- D. Inspect piping before installation to detect apparent defects. Mark defective materials with white paint and promptly remove from site.

3.03 INSTALLATION – MANHOLES

- A. Install manholes at the locations specified on the Drawings.
- B. Place concrete collars around manholes in grassed areas.
- C. Construct flow channels in manhole floor. Conform in shape and carrying capacity to that of the sewer pipe.
- D. Connect pipe to manholes with couplings, rubber ring water stop cast directly into the

manhole or other method approved by the ENGINEER.

- E. Coat interior of manholes.

3.04 INSTALLATION – PIPE

- A. Pipes are to be true to line and grade with bells facing upstream.
- B. Trenches are to be dry while the pipe is being laid.
- C. Joints are to be carefully fitted together to ensure a watertight joint.
- D. When laying is not in progress, the open ends of the pipe are to be closed with watertight plugs.
- E. When cutting pipe is required it is to be done by machine leaving a smooth cut at a right angle to the axis of the pipe.

3.05 CLEANING

- A. Prior to lamping, clean gravity sewer mains so they are free of grit, sand, rocks and other debris.
- B. Flush force main pipe with clean water at a velocity of not less than 10 feet per second. Continue flushing until the main is visibly clear of all debris

3.06 LAMPING OF GRAVITY MAINS

- A. All gravity mains are to be lamped by the CONTRACTOR in the presence of the ENGINEER.
- B. Lamping is to occur after the record drawings have been reviewed and approved by the ENGINEER, the road rock has been primed, but before the road has been paved.
- C. CONTRACTOR to furnish the lamping equipment.
- D. Any visible leakage, dips or bows, or the pipe being out of round is cause for rejection of the pipe run.

3.07 LEAKAGE TESTING OF GRAVITY MAINS

- A. Conduct an infiltration test when the water table at the high end of the pipe run is greater than 2 feet above the crown of the pipe.
- B. Conduct an exfiltration test when the water table is less than 2 feet above the crown of the pipe at the high end of the run.

- C. ENGINEER to witness test which is to occur over a two hour period.
- D. Infiltration test can be conducted at the time of lapping.
- E. Exfiltration test consists of filling of the main with water to an elevation at least 2 feet above the crown of the pipe on the high end of the run. The test duration is 2 hours.
- F. The pipe run is rejected when there is any visible leakage during an infiltration test and when the leakage measured during an exfiltration test exceeds 50 gallons per inch of pipe diameter per mile per 24 hours.

3.08 PRESSURE/LEAKAGE TESTING OF FORCE MAIN

- A. CONTRACTOR to furnish all necessary equipment such as pumps, gauges and water measuring tanks to perform pressure/leakage test.
- B. Tests are to be made between valves and/or connections for each section tested. The maximum length that can be tested at one time is 1500 linear feet.
- C. The force main section to be tested is to be subjected to a hydrostatic pressure of 150 psi for the first hour and 100 psi for the second hour.
- D. All visible leaks including damp spots are to be corrected regardless of the result of the test.
- E. Allowable leakage must not exceed the following:
 - $L = ((SDP^{1/2})/133200) \times 0.5$
 - L = Allowable Leakage (gallons per hour)
 - S = Length of Pipe to be Tested (feet)
 - D = Nominal Diameter of Pipe (inches)
 - P = Average Test Pressure (psi)
- F. A loss of 5 psi or more, regardless of the amount of leakage, is considered a failing test.
- G. A gain of pressure is considered a failing test.

END OF SECTION

SECTION 02540

TEMPORARY BYPASS PUMPING SYSTEMS

PART 1 - GENERAL

1.01 SPECIFICATION FOR TEMPORARY BYPASS PUMPING SYSTEMS

1 SCOPE

Under this item the Contractor is required to furnish all materials, labor, equipment, power, maintenance, etc. to implement a temporary pumping system for the purpose of diverting the existing flow around the work area for the duration of the project.

The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a vendor who can demonstrate to the engineer that he specializes in the design and operation of temporary bypass pumping systems. The vendor shall provide at least three (3) references of projects of a similar size and complexity as this project performed by his firm within the past three years. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

2 REQUIREMENTS FOR SUBMITTING BIDS

(2.1) The Contractor shall prepare with the vendor a specific, detailed description of the proposed pumping system and submit it and the vendor's references with his bid proposal. Bid proposals without an acceptable detailed plan for the temporary bypass pumping system shall be rejected.

(2.2) The Contractor shall submit to the Engineer detailed plans and descriptions outlining all provisions and precautions to be taken by the Contractor regarding the handling of existing wastewater flows. This plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Contract Documents. No construction shall begin until all provisions and requirements have been reviewed by the Engineer.

3. The plan shall include but not be limited to details of the following:

- (3.1) Staging areas for pumps;
- (3.2) Sewer plugging method and types of plugs;
- (3.3) Number, size, material, location and method of installation of suction piping;
- (3.4) Number, size, material, method of installation and location of installation of discharge piping;
- (3.5) Bypass pump sizes, capacity, number of each size to be on site and power requirements;
- (3.6) Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted);
- (3.7) Standby power generator size, location;
- (3.8) Downstream discharge plan;
- (3.9) Method of protecting discharge manholes or structures from erosion and damage;
- (3.10) Thrust and restraint block sizes and locations;
- (3.11) Sections showing suction and discharge pipe depth, embedment, select fill and special backfill;
- (3.12) Method of noise control for each pump and/or generator;
- (3.13) Any temporary pipe supports and anchoring required;
- (3.14) Design plans and computation for access to bypass pumping locations indicated on the drawings;
- (3.15) Calculations for selection of bypass pumping pipe size;

- (3.16) Schedule for installation of and maintenance of bypass pumping lines;
- (3.17) Plan indicating selection location of bypass pumping line locations.

4. EQUIPMENT

- (4.1) All pumps used shall be fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.
- (4.2) The Contractor shall provide the necessary stop/start controls for each pump.
- (4.3) The Contractor shall include one stand-by pump of each size to be maintained on site. Back-up pumps shall be on-line, isolated from the primary system by a valve.
- (4.4) Discharge Piping - In order to prevent the accidental spillage of flows all discharge systems shall be temporarily constructed of rigid pipe with positive, restrained joints. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and by specific permission from the engineer.

5 SYSTEM DESCRIPTION

(5.1) Design Requirements:

- A. Bypass pumping systems shall have sufficient capacity to pump a peak flow matching needs of each station. The Contractor shall provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow of the main can be safely diverted around the section to be repaired. Bypass pumping system will be required to be operated 24 hours per day.
- B. The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One standby pump for each size pump utilized shall be installed at the mainline flow bypassing locations, ready for use in the event of primary pump failure.
- C. Bypass pumping system shall be capable of bypassing the flow around the work area and of releasing any amount of flow up to full available flow into the work area as necessary for satisfactory performances of work.
- D. The Contractor shall make all arrangements for bypass pumping during the time when the main is shut down for any reason. System must overcome any existing force main pressure on discharge.

(5.2) Performance Requirements:

- A It is essential to the operation of the existing sewerage system that there be no interruption in the flow of sewage throughout the duration of the project. To this end, the Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the sewage flow before it reaches the point where it would interfere with his work, carry it past his work and return it to the existing sewer downstream of his work.
- B The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- C. The Contractor shall provide all necessary means to safely convey the sewage past the work area. The Contractor will not be permitted to stop or impede the main flows under any circumstances.
- D. The Contractor shall maintain sewer flow around the work area in a manner that will not cause surcharging of sewers, damage to sewers and that will protect public and private property from damage and flooding.
- E. The Contractor shall protect water resources, wetlands and other natural resources.

6 FIELD QUALITY CONTROL AND MAINTENANCE

(6.1) Test:

A The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation. The engineer will be given 24 hours notice prior to testing.

(6.2) Inspection:

A. Contractor shall inspect bypass pumping system every two hours to ensure that the system is working correctly.

(6.3) Maintenance Service:

A. The Contractor shall insure that the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when pumps are operating.

(6.4) Extra Materials:

A. Spare parts for pumps and piping shall be kept on site as required.

B. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

7 PREPARATION:

(7.1) Precautions

A. Contractor is responsible for locating any existing utilities in the area the Contractor selects to locate the bypass pipelines. The Contractor shall locate his bypass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the City and the Engineer. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.

B. During all bypass pumping operation, the Contractor shall protect the Pumping Station and main and all local sewer lines from damage inflicted by any equipment. The Contractor shall be responsible for all physical damage to the Pumping Station and main and all local sewer lines caused by human or mechanical failure.

8 INSTALLATION AND REMOVAL

(8.1) The Contractor shall remove manhole sections or make connections to the existing sewer and construct temporary bypass pumping structures only at the access location indicated on the Drawings and as may be required to provide adequate suction conduit.

(8.2) Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.

(8.3) When working inside manhole or force main, the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen-deficient atmospheres, and confined spaces.

(8.4) The installation of the bypass pipelines is prohibited in all saltmarsh/wetland areas. The pipeline must be located off streets and sidewalks and on shoulders of the roads. When the bypass pipeline crosses local streets and private driveways, the contractor must place the bypass pipelines in trenches and cover with temporary pavement. Upon completion of the bypass pumping operations, and after the receipt of written permission from the Engineer, the Contractor shall remove all the piping, restore all property to preconstruction condition and restore all pavement. The Contractor is responsible for obtaining any approvals for placement of the temporary pipeline within public ways from the City.

END OF SECTION

SECTION 02722

AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of the subgrade.
- B. Aggregate base course for asphaltic concrete pavement.

1.02 REFERENCES

- A. AASHTO T180
- B. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010. Hereinafter referred to as the FDOT Specifications.

1.03 FIELD SAMPLES

- A. Deliver a representative load of the rock material to the site for a testing laboratory to sample. Allow sufficient time for test laboratory to analyze before commencing placement on the road. Testing laboratory will determine lab density per AASHTO T180 and the limerock bearing ratio.
- B. Representative load of rock is to remain in stockpile form throughout rock delivery so that ENGINEER can monitor quality of rock material being delivered.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Rock Base: Minimum limerock bearing ratio of 100. At least 97 percent of the material shall pass a 3-1/2 inch sieve and the material shall be graded uniformly down to dust. All crushing or breaking-up which might be necessary in order to meet such size requirement shall be done before the material is placed on the road. Material shall not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the rock base.
- B. Stabilizing: Meet the requirements of Section 914 of the FDOT Specifications.

PART 3 EXECUTION

3.01 PREPARATION

- A. Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade having the required bearing value specified on the Drawings. Perform work in accordance with Section 160 of the FDOT Specifications.
- B. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T180).

3.02 EXAMINATION

- A. Verify subgrade is ready to receive base material.

3.03 PLACEMENT

- A. Spread the rock uniformly. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.
- B. After spreading of the base is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend to a depth sufficient to penetrate slightly the surface of the first course.
- C. When the specified thickness of the rock base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches.
- D. When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. Wetting or drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than ninety-eight (98) percent of the maximum density determined by AASHTO T-180.
- E. Unless otherwise directed by the ENGINEER, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

3.04 FIELD QUALITY CONTROL

- A. If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact. Perform this Work at no additional expense to the OWNER.
- B. In the presence of the ENGINEER, check the finished surface of the base course with a template cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the road. Correct all irregularities greater than $\frac{1}{4}$ inch to the satisfaction of the ENGINEER by scarifying and removing or adding rock as required, and recompact the entire area.

3.05 CORRECTION OF DEFECTS

- A. If at any time the subgrade material should become mixed with the base course material, the CONTRACTOR shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- B. If cracks or checks appear in the base, either before or after priming, which in the opinion of the ENGINEER would impair the structural efficiency of the base course, the CONTRACTOR shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompact.

END OF SECTION

SECTION 02753
CONCRETE PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete paving using Portland cement.
- B. Subgrade preparation.
- C. Jointing.

1.02 REFERENCES

- A. ASTM C33-11a – Concrete Aggregates.
- B. ASTM C94-12 – Ready-Mixed Concrete.
- C. ASTM C150-11 – Portland Cement.
- D. ASTM C309-11 – Liquid Membrane-Forming Compounds for Curing Concrete.
- E. ASTM D1557-09 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- F. ASTM D1751-04 – Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

1.03 SUBMITTALS

- A. Mix design for the concrete.
- B. Jointing plan.
- C. Product data for the curing compound.

PART 2 PRODUCTS

2.01 CONCRETE

- A. Cement: ASTM C150. Minimum 520 pounds of cement per cubic yard of concrete.
- B. Aggregates: ASTM C33.
- C. Water: Potable

- D. Strength: Minimum compressive strength of 4000 psi at 28 days.
- E. Slump: No more than 4 inches for pavements placed by other than slipform equipment or 1-½ inches for concrete placed with slipform equipment.

2.02 MEMBRANE – FORMING CURING COMPOUNDS

- A. ASTM C309, Type 2, Class A.

2.03 ISOLATION JOINT MATERIAL

- A. ASTM D1751, asphalt-impregnated fiberboard.

2.04 FORMS

- A. Made of steel or wood or other material capable of supporting mechanical concrete placing equipment without settling vertically, bowing inward or outward, or crushing. Forms shall have sufficient rigidity to maintain specified tolerances and shall be clean and free of dirt, rust, and hardened concrete.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. Construct subgrade to insure that the required pavement thickness is obtained in all locations.
- B. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T-180).

3.02 FORMWORK

- A. Set, align, and brace forms so that pavement will meet the tolerances specified in this Section.
- B. Apply form release agent to inside face of forms prior to placement of concrete.
- C. The edge of previously placed concrete may be used as a form. Do not apply form release agent to previously placed concrete.
- D. ENGINEER to review subgrade and formwork prior to placing concrete.

3.03 BATCHING, MIXING, AND TRANSPORTING CONCRETE

- A. Comply with ASTM C94.

3.04 PLACING AND FINISHING PAVEMENT

- A. Deposit concrete directly from the transporting equipment onto the subgrade.
- B. Deposit concrete between the forms to a uniform height.
- C. Vibrate or spade concrete to remove voids and air pockets. Do not move concrete horizontally with vibrator.
- D. Strike off concrete between forms using a formriding paving machine or vibrating screed. Other strikeoff devices may be used when accepted by the ENGINEER.
- E. After strikeoff, finish concrete with a bullfloat. Remove excess water and laitance. Do not use steel trowels or power finishing equipment. Finish the pavement to the elevations and thickness specified on the Drawings.

3.05 EDGING

- A. Edge top surface edges to a radius of $\frac{1}{4}$ inch. Do not edge surface edges if the joint is to be widened to provide a reservoir for joint sealant.

3.06 FINAL SURFACE TEXTURE

- A. Broom concrete surface with a steel or fiber broom to produce corrugations between $\frac{1}{16}$ and $\frac{1}{8}$ inch deep. Broom perpendicular to nearest edge of pavement. Broom all areas of a panel in the same direction. Use the same type and manufacture of broom for all paved surfaces to provide a consistent appearance. Other methods of producing final surface texture may be used when acceptable to the ENGINEER.

3.07 CURING

- A. Apply membrane-forming curing compound to all exposed surfaces at a maximum coverage rate of 200 square feet per gallon. Apply curing compound immediately after final surface texture has been obtained and water sheen has disappeared. Apply curing compound to pavement edges after forms have been removed. Alternate curing methods may be used with the approval of the ENGINEER.
- B. No vehicles of any kind, including CONTRACTOR's equipment, will be allowed on new pavement for a period of 7 days.

3.08 CONSTRUCTION JOINTS

- A. Locate construction joints with keyway or dowels at locations where placements stop and continue at a later time.

3.09 ISOLATION JOINTS

- A. Place isolation joints at all locations where pavements abut building walls, foundations, drainage structures, manholes, existing structures, or other fixed objects.
- B. Place isolation joints to separate adjoining paved areas of irregular size or shape.
- C. Provide thickened slabs at edges and at isolation joints where traffic loads cross.
- D. Extend isolation joints through the full depth of the pavement. Fill the entire isolation joint with isolation joint material.

3.10 CONTRACTION JOINTS

- A. The contraction joint pattern should divide the pavement into panels that are approximately square. When this is not practical, rectangular panels can be used if the long dimension is no more than 1.25 times the short dimension.
- B. The minimum angle between any two intersecting joints shall be 80 degrees.
- C. Joints shall intersect pavement free edges at a 90 degree angle and shall extend straight for a minimum of 1-1/2 feet from the pavement edge.
- D. Align joints of adjacent panels. Align joints in attached curbs with joints in pavement.
- E. Maximum joint spacing is 15 feet for pavements 6 inches thick and greater.
- F. Construct contraction joints in fresh concrete after concrete has set sufficiently to maintain the formed joint to the specified depth and width.
- G. Saw-cut concrete after concrete has hardened sufficiently to prevent aggregate being dislodged and soon enough to control pavement cracking.

END OF SECTION

SECTION 02924

SODDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, placing, and maintaining grass sod.

PART 2 PRODUCTS

2.01 SOD

- A. Argentine bahia grass unless noted otherwise on the Drawings. Sod need to match existing.
- B. Taken up in commercial-size rectangles, preferably 12 by 24 inch or larger. Minimum thickness of 2 inches.
- C. Sufficiently thick to secure a dense stand of live grass. Live, fresh, and uninjured, at the time of planting. Have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Free of noxious weeds and seeds. Keep shaded and moist from the time it is dug until it is planted. Plant as soon as possible after being dug. No sod that has been cut for more than 72 hours shall be used.

2.02 STAPLES

- A. Black iron wire not smaller than 14 gauge, and bent from a length of wire at least 25 inches long into a "U" with 1-inch width at the crown.

2.03 WATER

- A. Free of excess and harmful chemicals, acids, alkalies, or any substance that is harmful to plant growth.

PART 3 EXECUTION

3.01 PREPARATION OF GROUND

- A. Scarify or loosen areas requiring sod to a depth of 6 inches.
- B. Remove all loose rock, woody material, and other obstructions that will interfere with sodding.
- C. Eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual.

- D. Limit preparation to those areas that can be sodded within 72 hours after preparation.
- E. ENGINEER to review finished grading prior to placement of sod.
- F. Prior to sodding, thoroughly water areas and allow water to percolate into soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

3.02 PLACING SOD

- A. Place sod immediately after ground preparation.
- B. Do not sod when weather and soil conditions are unsuitable for proper results.
- C. Do not place sod on eroded or washed out sites.
- D. Place sod on prepared surface, with edges in close contact. Do not stretch or overlap sod pieces.
- E. Lay sod strips in a staggered pattern with snug, even joints. All joints shall be butted tight to prevent voids.
- F. Place sod to the edge of all paving and shrub areas and 1 inch below adjoining pavement.
- G. Place sod parallel with the roadway.
- H. Roll or tamp sod to insure solid contact of root mat and soil surface.
- I. Where sodding in drainage ditches, the soil shall be evenly graded to a line 2 inches below the elevation shown on the Drawings. Stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a feather edge effect.
- J. When slopes are greater than 3:1, securely anchor sod to the soil by pinning with staples. Pin every 3 feet along each strip of sod.

3.03 WATERING

- A. Thoroughly water sod immediately after placing. Provide a minimum of $\frac{1}{2}$ inch of water.
- B. The rate of application for irrigation water shall not exceed $\frac{3}{4}$ inch per hour and the distribution pattern will not be such as to create an erosive condition at the site.
- C. Keep sod in a moist condition until Substantial Completion.

3.04 MAINTENANCE

- A. Maintain sodded areas in a condition satisfactory to the ENGINEER until Substantial Completion. This includes, but is not limited to, watering, weeding, mowing, and repair of washed or eroded areas.

END OF SECTION

ATTACHMENT 3

SEC 004100 BID FORM (NEW BID ITEMS)

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 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):

FLORIDA MANGO LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$_____	\$_____
2	Demolition	LS	1	\$_____	\$_____
3	Excavation	CY	10	\$_____	\$_____
4	6" Concrete Pad for Generator	SF	50	\$_____	\$_____
5	8" Compacted Subgrade for Generator	SF	50	\$_____	\$_____
6	Final Grading	SY	30	\$_____	\$_____
7	Gas Generator	LS	1	\$_____	\$_____
8	Gas Service to Generator (by others)	LS	1	\$_____	\$_____
9	8" DIP Force Main	LF	10	\$_____	\$_____
10	Connect to Existing Force Main	LS	1	\$_____	\$_____
11	Coatings for Structures and Piping	LS	1	\$_____	\$_____
12	60"x60" Valve Vault Top Slab w/ H20 Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Grate	EA	1	\$_____	\$_____
13	63"x63" Wet Well Top Slab w/ H20 Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Grate	EA	1	\$_____	\$_____

14	6" Flanged Coupling with Kam Lock and Dust Cap	EA	1	\$_____	\$_____
15	6" Flanged Check Valve	EA	2	\$_____	\$_____
16	6" Flanged Plug Valve	EA	2	\$_____	\$_____
17	Fittings	TN	0.4	\$_____	\$_____
18	Pressure Gauge Assembly	EA	1	\$_____	\$_____
19	2" DWV P-Trap Assembly	EA	1	\$_____	\$_____
20	4" DIP Vent with Screen Assembly	EA	1	\$_____	\$_____
21	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$_____	\$_____
22	Conduit, F&I, 2" PVC	LF	125	\$_____	\$_____
23	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	250	\$_____	\$_____
24	ELECTRICAL RACK, 3P-100A-480V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$_____	\$_____
25	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$_____	\$_____
26	NEW RTU PANEL & INSTRUMENTATION	LS	1	\$_____	\$_____
27	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$_____	\$_____
28	FPL Service Connection Charge	LS	1	\$_____	\$_____
29	Clear & Grub	LS	1	\$_____	\$_____
30	Landscape Restoration	LS	1	\$_____	\$_____

Florida Mango Lift Station Subtotal Bid Amount **\$_____**

WATERSIDE LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$_____	\$_____
2	Demolition	LS	1	\$_____	\$_____
3	Excavation	CY	10	\$_____	\$_____
4	8" Compacted Subgrade for Wet Well & Valve Vault	SY	20	\$_____	\$_____
5	6" Concrete Pad for Wet Well & Valve Vault	SY	20	\$_____	\$_____
6	Finish Grading	SY	20	\$_____	\$_____
7	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	55	\$_____	\$_____
8	4" DIP Gravity Sewer to Existing FM	LF	3	\$_____	\$_____
9	Connect to Existing Force Main	EA	1	\$_____	\$_____
10	Coatings for Structures and Pipes	LS	1	\$_____	\$_____
11	54"x42" Wet Well Top Slab w/ Med. Rated Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Gate	EA	1	\$_____	\$_____
12	48x48" Valve Vault Top Slab with Med. Rated Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Gate	EA	1	\$_____	\$_____
13	4" Flanged Coupling with Kam Lock and Dust Cap	EA	1	\$_____	\$_____
14	4" Flanged Check Valve	EA	2	\$_____	\$_____
15	4" Flanged Plug Valve	EA	2	\$_____	\$_____
16	Fittings	TN	0.25	\$_____	\$_____
17	Pressure Gauge Assembly	EA	1	\$_____	\$_____

18	2" DWV P-Trap Assembly	EA	1	\$_____	\$_____
19	4" DIP Vent with Screen Assembly	EA	1	\$_____	\$_____
20	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$_____	\$_____
21	Remove and Replace Existing Backflow Preventer	EA	1	\$_____	\$_____
22	PVC Water Connection to Backflow Preventer	LF	10	\$_____	\$_____
23	CONDUIT, F&I, 2" PVC	LF	125	\$_____	\$_____
24	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	250	\$_____	\$_____
25	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$_____	\$_____
26	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$_____	\$_____
27	NEW RTU PANEL & INSTRUMENTATION	LS	1	\$_____	\$_____
28	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$_____	\$_____
29	FPL Service Connection Charge	LS	1	\$_____	\$_____
30	Clear & Grub	LS	1	\$_____	\$_____
31	Landscape Restoration	LS	1	\$_____	\$_____

Waterside Lift Station Subtotal Bid Amount

\$_____

WOODHAVEN LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$_____	\$_____
2	Demolition	LS	1	\$_____	\$_____
3	Excavation	CY	10	\$_____	\$_____
4	8" Compacted Subgrade for Wet Well & Valve Vault	SY	30	\$_____	\$_____
5	6" Concrete Pad for Wet Well & Valve Vault	SY	30	\$_____	\$_____
6	Finish Grading	SY	30	\$_____	\$_____
7	4" DIP Gravity Sewer to Existing FM	LF	3	\$_____	\$_____
8	Connect to Existing Force Main	LS	1	\$_____	\$_____
9	Coatings for Structures and Pipes	LS	1	\$_____	\$_____
10	30"x54" Wet Well Top Slab w/ Med. Duty Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Grate	EA	1	\$_____	\$_____
11	30"x54" Valve Vault Top Slab with Med. Duty Aluminum Frame and Cover, Single Leaf Const. w/ Halliday Fall Protection Grate	EA	1	\$_____	\$_____
12	4" Flanged Coupling with Kam Lock and Dust Cap	EA	1	\$_____	\$_____
13	4" Flanged Check Valve	EA	2	\$_____	\$_____
14	4" Flanged Plug Valve	EA	2	\$_____	\$_____
15	Fittings	TN	0.25	\$_____	\$_____
16	Pressure Gauge Assembly	EA	1	\$_____	\$_____

17	2" DWV P-Trap Assembly	EA	1	\$_____	\$_____
18	4" DIP Vent with Screen Assembly	EA	1	\$_____	\$_____
19	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$_____	\$_____
20	CONDUIT, F&I, 2" PVC	LF	125	\$_____	\$_____
21	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	250	\$_____	\$_____
22	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$_____	\$_____
23	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$_____	\$_____
24	NEW RTU PANEL & INSTRUMENTATION	LS	1	\$_____	\$_____
25	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$_____	\$_____
26	FPL Service Connection Charge	LS	1	\$_____	\$_____
27	Clear & Grub	LS	1	\$_____	\$_____
28	Landscape Restoration	LS	1	\$_____	\$_____

Woodhaven Lift Station Subtotal Bid Amount \$_____

TOTAL OF ALL BID PRICES \$_____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 180 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 210 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.



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4010 • www.vpsfl.org

Lift Station Rehabilitation for Florida Mango, Waterside, and

Woodhaven

Addendum No. 2

June 7, 2022

BIDS DUE: 2:00 PM, Local Time, June 14, 2022

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 Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven project, fully and completely as if the same were fully set forth herein.

IN THE SPECIFICATIONS

1. Kohler Generator Specifications

RESPONSES TO BIDDER QUESTIONS

Question 1: What is the Engineer's estimate for construction ?

Response 1: \$1,391,920.00

Question 2: Are the existing antennas, antenna towers (or mast) and coax cables to be reused with the new RTU's?

Response 2: No, new equipment shall be used.

Question 3: In reference to addendum 1, the control panel and RTU designs differ from the current SCADA upgrade project 2022B-003. Does the city want to deviate from the currently approved SCADA

system specifications?

Response 3: Yes, the control panels and RTU should be completed according to design.

Question 4: Can you check and see if specification for the gas generator are available for the Florida Mango Lift Station?

Response 4: A gas Kohler generator or approved equal was specified in the bid. Attached is the spec on the model used in design.

Question 5: What concerns does the town have with inflow and infiltration?.

Response 5 : The Village does not have immediate concerns with inflow and infiltration at these lift stations.

Question 6 : Will alternative wet well coatings be considered to protect against I&I and MvT?

Response 6 : Alternative materials can be submitted for approval by the Village.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2022.

Bidder

By

ATTACHMENTS

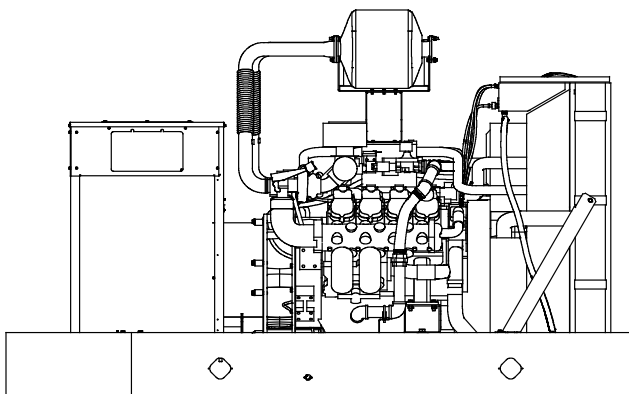
ATTACHMENT 1 GENERATOR SPECIFICATIONS



EPA-Certified for Stationary and Mobile Emergency and Non-Emergency Applications

Ratings Range

60 Hz			
Standby:	kW	170- 260	
	kVA	213- 325	
Prime:	kW	225- 235	
	kVA	281- 294	

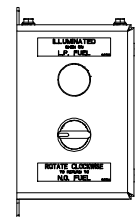


Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
 - The unique Fast-Response® II excitation system delivers excellent voltage response and short-circuit capability using a permanent magnet (PM)-excited alternator.
 - The brushless, rotating-field alternator has broadrange reconnectability.
- Dual fuel model features:
 - Natural gas is the primary fuel. Automatically transfers back to primary fuel when LPG fuel becomes low or generator stops and restarts.
 - The patent pending reset box on the generator provides the ability to manually transfer back to natural gas.
 - The natural gas rating is available when running on natural gas.
 - APM603 controller provides load shed for automatic derate to LPG ratings to prevent an overload condition.

Generator Set Ratings

Alternator	Voltage	Ph	Hz	Rich-Burn Natural Gas				Rich-Burn LP Gas (Vapor)	
				130° C Rise		105° C Rise		130° C Rise	
				Standby Rating	Prime Rating	Standby Rating	Prime Rating	Standby Rating	Prime Rating
				kW/kVA	Amps	kW/kVA	Amps	kW/kVA	Amps
4UA10	120/208	3	60	260/325	902	230/288	798	170/213	590
	127/220	3	60	260/325	853	230/288	754	170/213	558
	120/240	3	60	260/325	782	230/288	692	170/213	511
	139/240	3	60	260/325	782	230/288	692	170/213	511
	220/380	3	60	250/313	475	225/281	427	170/213	323
	240/416	3	60	260/325	451	230/288	399	170/213	295
	277/480	3	60	260/325	391	230/288	346	170/213	256
	347/600	3	60	260/325	313	230/288	277	170/213	204
4UA13	120/208	3	60	260/325	902	235/294	815	170/213	590
	127/220	3	60	260/325	853	235/294	771	170/213	558
	120/240	3	60	260/325	782	235/294	707	170/213	511
	120/240	1	60	230/230	958	209/209	871	170/170	708
	139/240	3	60	260/325	782	235/294	707	170/213	511
	220/380	3	60	260/325	494	235/294	446	170/213	323
	240/416	3	60	260/325	451	235/294	408	170/213	295
	277/480	3	60	260/325	391	235/294	353	170/213	256
	347/600	3	60	260/325	313	235/294	283	170/213	204



Dual Fuel Reset Box

RATINGS: All three-phase units are rated at 0.8 power factor. **Standby Ratings:** The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. **Prime Power Ratings:** At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Permanent-Magnet
Leads: quantity, type	12, Reconnectable
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V	4UA10
480 V	4UA13
	790 (60Hz)
	990 (60Hz)

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- Fast-Response® II brushless alternator with brushless exciter for excellent load response.

Application Data

Engine

Engine Specifications	
Manufacturer	Doosan
Engine model	D146L
Engine type	14.6 L, 4-Cycle, Turbocharged, Aftercooled
Cylinder arrangement	V-8
Displacement, L (cu. in.)	14.6 (892)
Bore and stroke, mm (in.)	128 x 142 (5.04 x 5.59)
Compression ratio	10.5:1
Piston speed, m/min. (ft./min.)	511 (1677)
Main bearings: quantity, type	10, Precision Half-Shell
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	300 (402)
Cylinder head material	Cast Iron
Piston: type, material	—
Crankshaft material	Forged Steel
Valve material	—
Governor: type	Electronic
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0.5%
Frequency	Fixed
Air cleaner type, all models	Dry

Exhaust

Exhaust System	
Exhaust manifold type	Wet
Exhaust flow at rated kW, kg/hr. (cfm)	1131 (1611)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	600 (1112)
Maximum allowable back pressure overall, kPa (in. Hg)	10.2 (3)
Maximum allowable back pressure after catalyst, kPa (in. Hg)	5.1 (1.5)
Engine exhaust outlet size, mm (in.)	Flanged Outlet at Catalyst, see ADV drawing

Engine Electrical

Engine Electrical System	
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	24
Ampere rating	45
Starter motor rated voltage (DC)	24
Battery, recommended cold cranking amps (CCA):	
Qty., CCA rating each	Two, 925
Battery voltage (DC)	12

Fuel

Fuel System - Rich Burn	
Fuel type	Natural Gas, LP Gas, or Dual Fuel
Fuel supply line inlet	2.0 NPTF
Natural gas fuel supply pressure, kPa (in. H ₂ O)	1.74- 2.74 (7.0- 11.0)
LPG vapor withdrawal fuel supply pressure, kPa (in. H ₂ O)	1.24- 2.74 (5.0- 11.0)
Dual fuel engine, LPG vapor withdrawal fuel supply pressure, kPa (in. H ₂ O)	1.24 (5.0)
Fuel supply pressure, measured at the generator set fuel inlet downstream of any fuel system equipment accessories.	

Fuel Composition Limits *	Nat. Gas	LP Gas
Methane, % by volume	90 min.	—
Ethane, % by volume	4.0 max.	—
Propane, % by volume	1.0 max.	85 min.
Propene, % by volume	0.1 max.	5.0 max.
C ₄ and higher, % by volume	0.3 max.	2.5 max.
Sulfur, ppm mass	25 max.	
Lower heating value, MJ/m ³ (Btu/ft ³), min.	33.2 (890)	84.2 (2260)

* Fuels with other compositions may be acceptable. If your fuel is outside the listed specifications, contact your local distributor for further analysis and advice.

Application Data

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.) §	40 (42.3)
Oil pan capacity with filter, L (qt.) §	47.1 (49.7)
Oil filter: quantity, type §	2, Cartridge
Oil cooler	Water-Cooled
§ Kohler recommends the use of Kohler Genuine oil and filters.	

Cooling

Radiator System	
Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	43.2 (9.5)
Radiator system capacity, including engine, L (gal.)	227.3 (50)
Engine jacket water flow, Lpm (gpm)	680 (180)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	284 (16189)
Heat rejected to air charge cooler at rated kW, dry exhaust, kW (Btu/min.)	35 (2000)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	1143 (45)
Fan, kWm (HP)	16 (22)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)

* Weather and sound enclosures with internal silencer reduce ambient temperature capability by 5°C (9°F).

Operation Requirements

Air Requirements	
Radiator-cooled cooling air, m ³ /min. (scfm) †	638 (22500)
Combustion air, kg/hr. (cfm)	1064 (532)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	66(3754) (3765)
Alternator, kW (Btu/min.)	23 (1309)

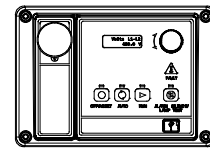
† Air density = 1.20 kg/m³ (0.075 lbm/ft³)

Fuel Consumption‡	
Natural Gas, m ³ /hr. (cfh) at % load	Standby Rating
100%	78.8 (2782)
75%	61.4 (2168)
50%	43.1 (1521)
25%	26.3 (928)
Natural Gas, m ³ /hr. (cfh) at % load	Prime Rating
100%	71.8 (2536)
75%	55.9 (1974)
50%	39.7 (1402)
25%	24.8 (876)
LP Gas, m ³ /hr. (cfh) at % load	Standby Rating
100%	26.2 (926)
75%	22.4 (789)
50%	15.1 (532)
25%	9.5 (335)

‡ Nominal fuel rating: Natural gas, 37 MJ/m³ (1000 Btu/ft.³)
LP vapor, 93 MJ/m³ (2500 Btu/ft.³)

LP vapor conversion factors:
8.58 ft.³ = 1 lb.
0.535 m³ = 1 kg.
36.39 ft.³ = 1 gal.

Controllers

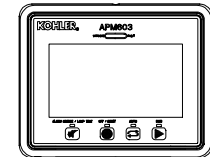


APM402 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-161 for additional controller features and accessories.



APM603 Controller

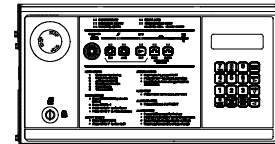
Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- 7-inch graphic display with touch screen and menu control provides easy local data access
- Measurements are selectable in metric or English units
- Paralleling capability to control up to 8 generators on an isolated bus with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays

Note: Parallel with other APM603 controllers only

- Generator management to turn paralleled generators off and on as required by load demand
- Load management to connect and disconnect loads as required
- Controller supports Modbus® RTU, Modbus® TCP, SNMP and BACnet®
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- UL-listed overcurrent protective device
- NFPA 110 Level 1 capability

Refer to G6-162 for additional controller features and accessories.



Decision-Maker® 6000 Paralleling Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities for paralleling multiple generator sets.

- Paralleling capability to control up to 8 generators on an isolated bus with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays

Note: Parallel with other Decision-Maker® 6000 controllers only

- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus® protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-107 for additional controller features and accessories.

Modbus® is a registered trademark of Schneider Electric.

Standard Features

- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation (CCV) with Filters
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Low Coolant Level Shutdown
- Oil Drain Extension
- Operation and Installation Literature
- Three-Way Exhaust Catalyst
- Dual Fuel Reset Box (standard on dual fuel models)

Available Options

Circuit Breakers

- | Type | Rating |
|---|--|
| ☐ Magnetic Trip | ☐ 80% |
| ☐ Thermal Magnetic Trip | ☐ 100% |
| ☐ Electronic Trip (LI) | Operation |
| ☐ Electronic Trip with Short Time (LSI) | ☐ Manual |
| ☐ Electronic Trip with Ground Fault (LSIG) | ☐ Manual with Shunt Trip |
| | ☐ Electrically Operated (for paralleling) |

Circuit Breaker Mounting

- ☐ Generator Mounted
- ☐ Remote Mounted
- ☐ Bus Bar (for remote mounted breakers)

Enclosed Remote Mounted Circuit Breakers

- ☐ NEMA 1 (15-5000 A)
- ☐ NEMA 3R (15-1200 A)

Approvals and Listings

- ☐ CSA Certified
- ☐ IBC Seismic Certification
- ☐ UL 2200 Listing
- ☐ Hurricane Rated Enclosure

Enclosed Unit

- ☐ Sound Enclosure with Internal Silencer (Aluminum)
- ☐ Sound Enclosure with Internal Silencer (Steel)
- ☐ Weather Enclosure with Internal Silencer (Steel)

Open Unit

- ☐ Exhaust Silencer, Critical (kit: PA-324470)
- ☐ Flexible Exhaust Connector, Stainless Steel

Controller

- ☐ Common Failure Relay
- ☐ Communications Products and PC Software
- ☐ Decision-Maker® Paralleling System (DPS) (Decision-Maker® 6000 controller only)
- ☐ Dry Contact Kit (isolated alarm) (Decision-Maker® 6000 only)
- ☐ Two Input/Five Output Module (APM402 controller only)
- ☐ Four Input/Fifteen Output Module (APM603 controller only)
- ☐ Prime Power Switch (Decision-Maker® 6000 only)
- ☐ Pre-Alarms, NFPA110
- ☐ Remote Emergency Stop
- ☐ Lockable Remote Emergency Stop
- ☐ Remote Serial Annunciator Panel
- ☐ Run Relay (standard with APM603)
- ☐ Manual Key Switch (APM603 controller only)
- ☐ Manual Speed Adjust (APM402 controller only)

Cooling System

- ☐ Block Heater; 2500 W, 120 V, 1 Ph
- ☐ Block Heater; 6000 W, 208 V, 1 Ph
- ☐ Block Heater; 6000 W, 240 V, 1 Ph or 3 Ph
- ☐ Block Heater; 6000 W, 480 V, 1 Ph
- ☐ Recommended for ambient temperatures below 10°C (50°F)
- ☐ Radiator Duct Flange

Electrical System

- ☐ Generator Heater
- ☐ Battery
- ☐ Battery Charger
- ☐ Battery Charger Temperature Compensation
- ☐ Battery Heater

Fuel System

- ☐ Dual Fuel, NG/LPG (Automatic Changeover)
- ☐ Flexible Fuel Lines (required when the generator set skid is spring mounted)
- ☐ Gas Filter
- ☐ Secondary Gas Solenoid Valve

Miscellaneous

- ☐ Air Cleaner Restriction Indicator
- ☐ Certified Test Report
- ☐ Engine Fluids Added
- ☐ Rated Power Factor Testing
- ☐ Rodent Guards

Literature

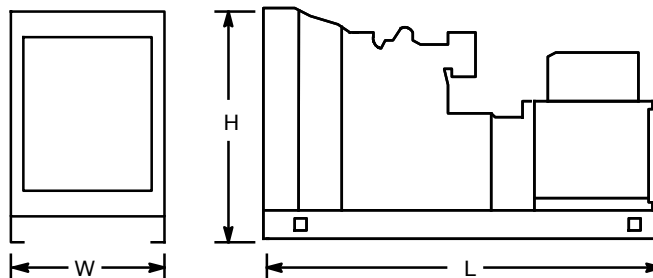
- ☐ General Maintenance
- ☐ NFPA 110
- ☐ Overhaul
- ☐ Production

Warranty

- ☐ 2-Year Basic Limited Warranty
- ☐ 2-Year Prime Limited Warranty
- ☐ 5-Year Basic Limited Warranty
- ☐ 5-Year Comprehensive Limited Warranty

Dimensions and Weights

Overall Size, L x W x H, max., mm (in.): 3500 x 1750 x 2148
(137.8 x 68.9 x 84.6)
Weight (radiator model), wet, max., kg (lb.): 3200 (7055)

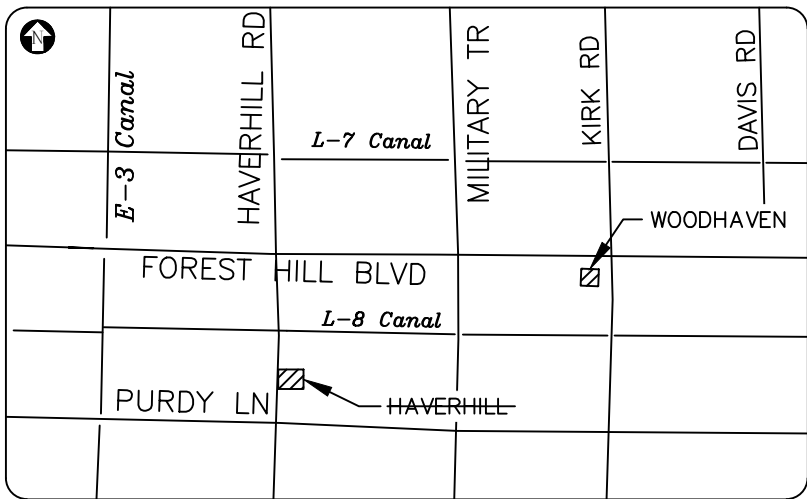
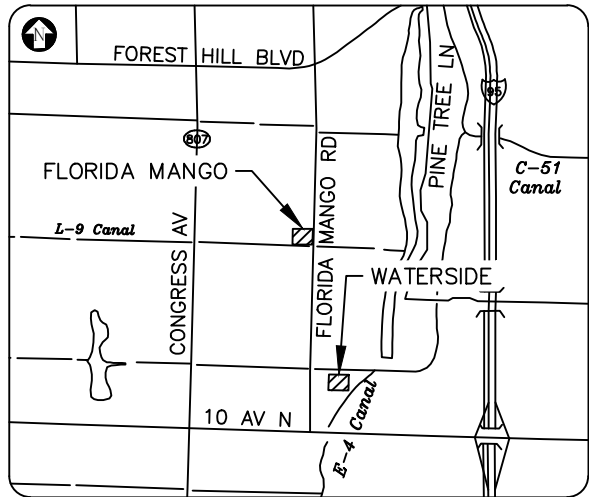
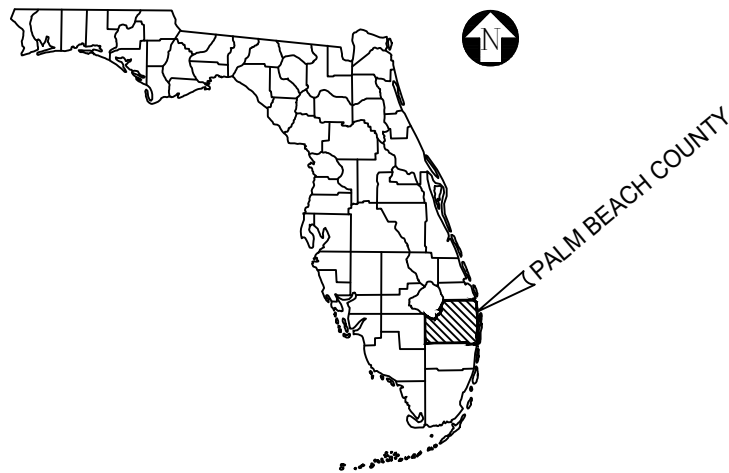


NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

DISTRIBUTED BY:

END OF ADDENDUM

LIFT STATION REHABILITATION
FLORIDA MANGO, WATERSIDE, WOODHAVEN
FOR
PALM SPRINGS
PALM BEACH COUNTY, FLORIDA
MARCH 2022



DRAWING INDEX	
SHEET NO	SHEET TITLE
1	COVER SHEET
2	FLORIDA MANGO - EXISTING & DEMOLITION PLAN
3	FLORIDA MANGO - PROPOSED PLAN
4	FLORIDA MANGO - PROFILE
5	WATERSIDE - EXISTING & DEMOLITION PLAN
6	WATERSIDE - PROPOSED PLAN
7	WATERSIDE - PROFILE
8	HAVERHILL - EXISTING & DEMOLITION PLAN
9	HAVERHILL - PROPOSED PLAN
10	HAVERHILL - PROFILE
11	WOODHAVEN - EXISTING & DEMOLITION PLAN
12	WOODHAVEN - PROPOSED PLAN
13	WOODHAVEN - PROFILE
14	LIFT STATION DETAILS (1 OF 4)
15	LIFT STATION DETAILS (2 OF 4)
16	LIFT STATION DETAILS (3 OF 4)
17	LIFT STATION DETAILS (4 OF 4)
18	GENERAL NOTES (1 OF 3)
19	GENERAL NOTES (2 OF 3)
20	GENERAL NOTES (3 OF 3)

TOTAL NO OF SHEETS - 17 (W/O HAVERHILL STATION)

BID SET



Know what's below.
Call before you dig.

VILLAGE OF PALM SPRINGS
VILLAGE OFFICIALS

BEV SMITH
GARY READY
DOUG GUNTHER
JONI BRINKMAN
PATTI WALLER

MAYOR
VICE MAYOR
MAYOR PRO TEM
COUNCIL MEMBER
COUNCIL MEMBER

LOCATION MAPS
NTS

REVISIONS	
NO	DATE

ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
COVER

A Higher Standard of Excellence
engenuity
group inc.
1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561) 655-1151 • FAX (561) 832-9390
WWW.ENGENUITYGROUP.COM
CERTIFICATE OF AUTHORIZATION #7095

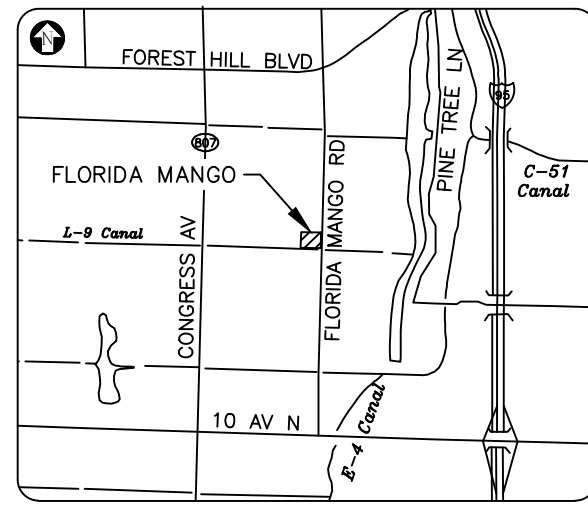
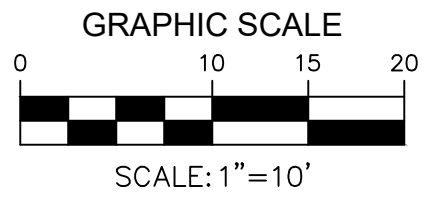
DATE:	MARCH 2022
DRAWN BY:	STAFF
PROJECT ENG:	ACS
PROJECT MGR:	ACS
CHECKED:	LT
SHEET NO.	1
JOB NO.	6001.40

LEGEND: (EXISTING)

- E-FM — FORCE MAIN
- E-SWR — SANITARY SEWER
- E-WM — WATER MAIN
- OE — OVERHEAD ELECTRICAL
- +16.70 — ELEVATION
- CATCH BASIN
- INLET
- CONCRETE

LEGEND: (PROPOSED)

- TO REMOVE



LOCATION MAP
N.T.S.

GENERAL NOTES:

- PRIOR TO DEMOLITION, CONTRACTOR SHALL CONFIRM LOCATION AND ARRANGEMENT OF ALL EXISTING UNDERGROUND PIPING/VALVES TO BE IMPACTED BY WORK. NOTIFY ENGINEER OF ANY DISCREPANCIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROTECT ALL EXISTING UTILITIES, STRUCTURES AND PAVED AREAS THAT ARE TO REMAIN, FROM DAMAGE BY PROGRESSION OF WORK. ALL DAMAGED AND DISTURBED AREAS SHALL BE RESTORED AS PER THE DETAILS AND SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR BYPASS PUMPING AND SHALL SUBMIT BYPASS PUMPING AND MAINTENANCE OF TRAFFIC PLANS PER THE REQUIREMENTS OF SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS.
- CONTRACTOR TO VERIFY LOCATION OF EXISTING WATER SERVICE.
- LANDSCAPING OUTSIDE OF EXISTING EASEMENT THAT WAS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL SAW-CUT WET WELL STRUCTURE DOWN TO ELEVATION REQUIRED TO INSTALL NEW TOP SLAB AS SHOWN IN THE STRUCTURAL AND MECHANICAL DETAILS.
- BENCHMARKS:
FH 19 - NAVD 88 ELEV. = 12.586'
THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN CONCRETE STAMPED "F.H. 19".
CON 29 - NAVD 88. = 12.443'
THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN CONCRETE WHICH PROJECTS 0.1 FOOT AND IS STAMPED AND PAINTED "CON-29"
STRADLIN - NAVD 88 ELEV. = 18.495'
THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN CONCRETE AND STAMPED "STRADLIN"
FH 14 - NAVD 88 ELEV. = 17.553'
THE STATION IS A PALM BEACH BRASS DISK SET IN CONCRETE STAMPED "F.H. 14".
- TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC. ON JANUARY 28, 2018.
- ALL ELEVATIONS ARE REFERENCED TO THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD).

FLORIDA MANGO LIFT STATION

PLOT: 3/14/2022 4:44:47 PM

J:\Land Projects R2\6001.40 Lift Station Rehab 2018\dwg\6001.40_ENG_2021-04 PLANS\6001.40_02-13_ENG_PLANS.dwg DATE: 9/1/2020 © COPYRIGHT 2021 BY ENGENUITY GROUP, INC. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. UNLESS SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER REPRESENTING ENGENUITY GROUP, INC.

REVISIONS		REMARKS	NO.	DATE	BY

ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
FLORIDA MANGO - EXISTING & DEMOLITION PLAN

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • DESIGNERS
1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561) 955-1151 • FAX (561) 952-9390
WWW.ENGUGROUP.COM
CERTIFICATE OF AUTHORIZATION #7095

DATE:	MARCH 2022	STAFF:	ACS	ACS	LT
DRAWN BY:	PROJECT ENG	PROJECT MGR	CHECKED		
SHEET NO.	2	JOB NO.	6001.40		

LEGEND: (EXISTING)

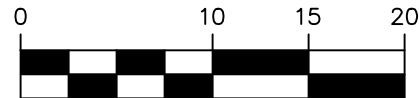
— E-FM — FORCE MAIN
— E-SWR — SANITARY SEWER
— E-WM — WATER MAIN
— OE — OVERHEAD ELECTRICAL
CATCH BASIN
INLET
CONCRETE
ELEVATION
+16.70

LEGEND: (PROPOSED)

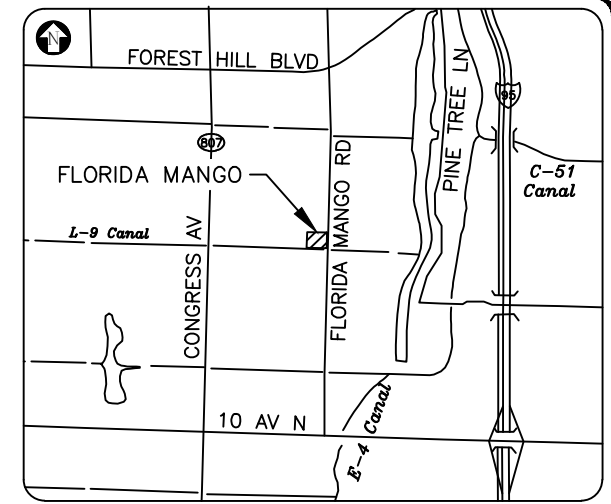
CONCRETE PAD
FENCING
FM — FORCE MAIN
ELEVATION
15.26



GRAPHIC SCALE



SCALE: 1"=10'



LOCATION MAP
N.T.S.

REVISIONS		REMARKS	NO	DATE	BY

ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
FLORIDA MANGO - PROPOSED PLAN



1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561) 955-1151 • FAX (561) 932-9390
WWW.ENGUNITYGROUP.COM
CERTIFICATE OF AUTHORIZATION #7095

DATE:	MARCH 2022	STAFF:	ACS
DRAWN BY:	PROJECT ENG	PROJECT MGR	ACS
CHECKED	20	LT	
SHEET NO.	3	JOB NO.	6001.40

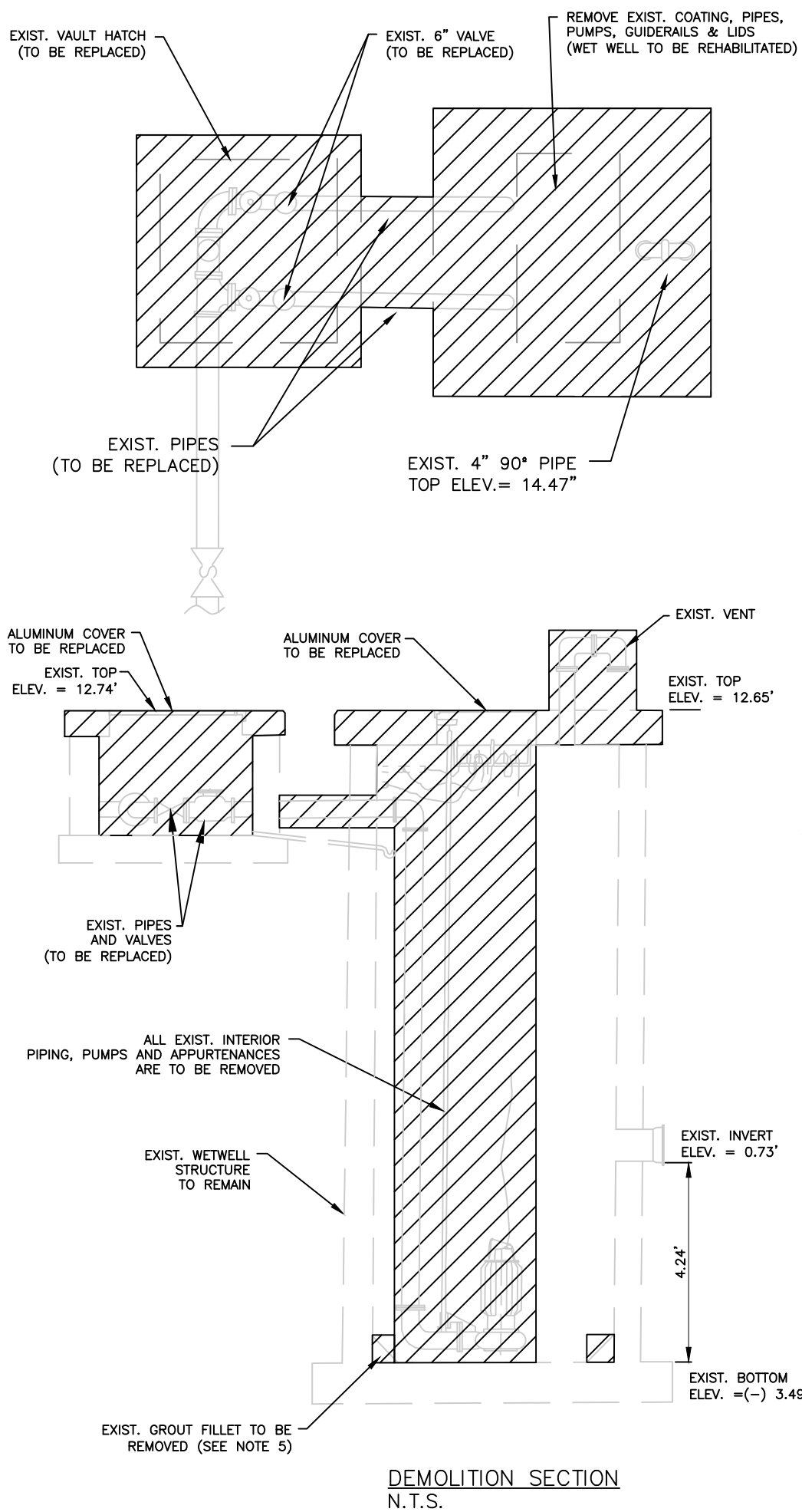
J:\Land Projects R2\6001.40 Lift Station Rehab 2018\dwg\6001.40 ENG_2021-04 PLANS\6001.40_02-13 ENG_PLANS.dwg DATE: 9/1/2020 © COPYRIGHT 2021 BY ENGUNITY GROUP, INC. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, UNLESS SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER REPRESENTING ENGUNITY GROUP, INC.

PLOT: 3/14/2022 4:44:53 PM

FLORIDA MANGO LIFT STATION

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROTECT ALL EXISTING UTILITIES, STRUCTURES AND PAVED AREAS THAT ARE TO REMAIN, FROM DAMAGE BY PROGRESSION OF WORK. ALL DAMAGED AND DISTURBED AREAS SHALL BE RESTORED AS PER THE DETAILS AND SPECIFICATIONS.
2. SAWCUT AND PATCH ALL EXISTING ASPHALT PAVEMENT DAMAGED AS A RESULT OF WORK. SAWCUT FULL RECTANGULAR AREAS. NO STAIR STEP PATCHES.
3. ALL ELEVATIONS ARE REFERENCED TO THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD).
4. EXISTING FORCEMAIN LOCATIONS SHOWN ARE FROM THE VILLAGE OF PALM SPRINGS GIS. CONTRACTOR TO VERIFY LOCATION PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.



GENERAL NOTES:

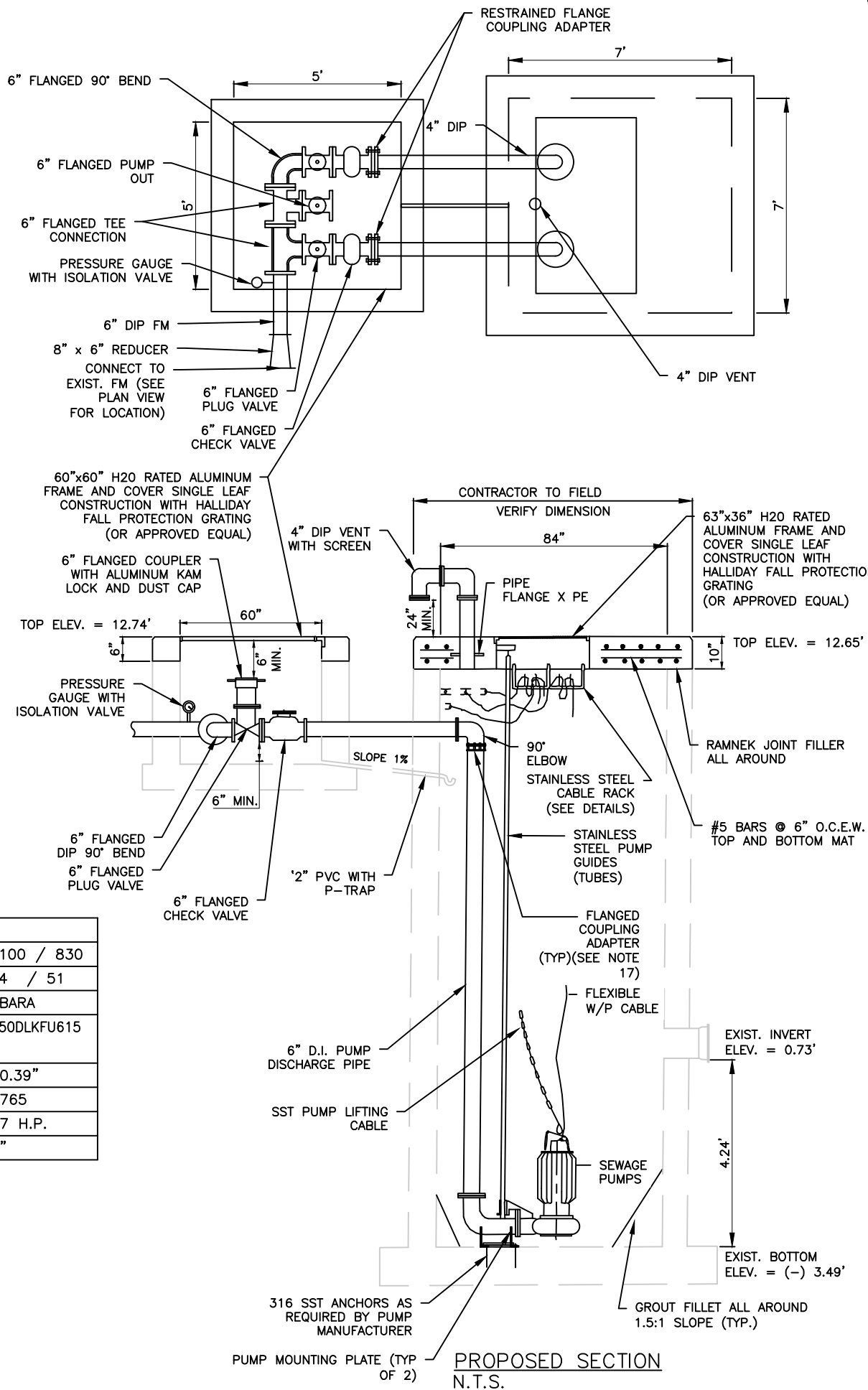
1. CONTRACTOR SHALL VERIFY THE MINIMUM HATCH OPENING SIZE WITH THE PUMP MANUFACTURER PRIOR TO ORDERING.
2. CONTRACTOR SHALL CORE DRILL ALL OPENINGS FOR PROPOSED PIPES AND CONDUITS. ALL FLEXIBLE CONNECTIONS, SLEEVES ETC. SHALL BE GROUTED AS REQUIRED. ALL ABANDONED HOLES SHALL BE GROUTED USING NON-SHRINK GROUT.
3. ALL ALUMINUM SURFACES IN CONTACT WITH CONCRETE SHALL BE COATED AS SPECIFIED. PROVIDE SPARK PROOF CONTACT BETWEEN PUMPS AND GUIDRAIL SYSTEM.
4. INTERIOR WETWELL LINING - AS SPECIFIED.
5. EXTERIOR WETWELL LINING - AS SPECIFIED.
6. INTERIOR/EXTERIOR VALVE VAULT LINING - AS SPECIFIED.
7. PIPES TO BE DUCTILE IRON EPOXY LINED. EXTERIOR COATING AS-SPECIFIED.
8. ALL STEEL IN WETWELL SHALL BE STAINLESS STEEL, INCLUDING GUIDE BARS, LIFTING CHAIN, CABLE SUPPORTS, CABLE HOLDER AND GUIDE BAR BRACKET (TYPE 316).
9. LIDS TO BE ALUMINUM WITH STAINLESS STEEL HARDWARE, LIFT ASSIST AND LOCKING DEVICE AND PROTECTIVE GRATING.
10. CONTRACTOR SHALL REPLACE GROUT FILLET AS REQUIRED TO ACHIEVE A FINAL 1.5:1 SLOPE, ALL AROUND.
11. CORE WALL AND GROUT PIPE IN-PLACE WITH NON-SHRINK GROUT.
12. ALL CONCRETE TO BE TYPE II REINFORCED 4000 PSI.
13. PADLOCKS SHALL BE PROVIDED BY OWNER.
14. ALL STAINLESS STEEL AND MOUNTING HARDWARE USED IN WETWELL SHALL BE TYPE 316 SST.
15. DIMENSIONS OF NEW TOP SLAB TO BE FIELD VERIFIED BY CONTRACTOR.
16. RESTRAINED FLANGE ADAPTERS, SERIES 2100 AS MANUFACTURED BY EBAA IRON SALES INC., OR EQUAL SHALL BE USED IF WALL PIPE IS REPLACED WITH FLANGED SPOOL PIECES.
- 17.

PUMP DATA

PUMP STATION NUMBER 31 - FLORIDA MANGO				
MAX./MIN. G.P.M.	1000 / 830	1100 / 830	1100 / 830	
MIN./MAX. T.D.H	38 / 51	44 / 51	44 / 51	
MANUFACTURER	FLYGT	WILO	EBARA	
MODEL	NP 3153MT 3~	FA 15.52E HC 20.1-4/30KE	150DLKFU615	
IMPELLER DIAMETER	434-227 mm	235 mm.	10.39"	
R.P.M.	1755	1710	1765	
H.P.	20 H.P.	31 H.P.	17 H.P.	
SIZE	6"	6"	6"	

OPERATIONAL SETTINGS

WETWELL TOP	12.65 FT.
INFLUENT INV. ELEV.	0.73 FT.
HIGH WATER ALARM	0.73 FT.
LAG PUMP ON	0.63 FT.
LEAD PUMP ON	0.53 FT.
ALL PUMPS OFF	-2.41 FT.
LOW WATER ALARM/ALL OFF	-2.41 FT.
WETWELL BOTTOM	-3.49 FT.



REVISIONS

NO.	DATE	REMARKS	BY

ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
FLORIDA MANGO - PROFILE

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WEST PALM BEACH, FLORIDA 33409
PH (561) 655-1151 • FAX (561) 652-9390
WWW.ENGINEERINGGROUP.COM

CERTIFICATE OF AUTHORIZATION #7095

DATE: MARCH 2022	DRAWN BY: STAFF	PROJECT ENG: ACS	PROJECT MGR: ACS	CHECKED: LT
SHEET NO. 4		JOB NO. 6001.40		

LEGEND: (EXISTING)

— E—FM — FORCE MAIN
— E—SWR — SANITARY SEWER
— OE — OVERHEAD ELECTRICAL
+16.70 ELEVATION

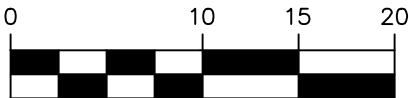
CATCH BASIN
INLET
CONCRETE

LEGEND: (PROPOSED)

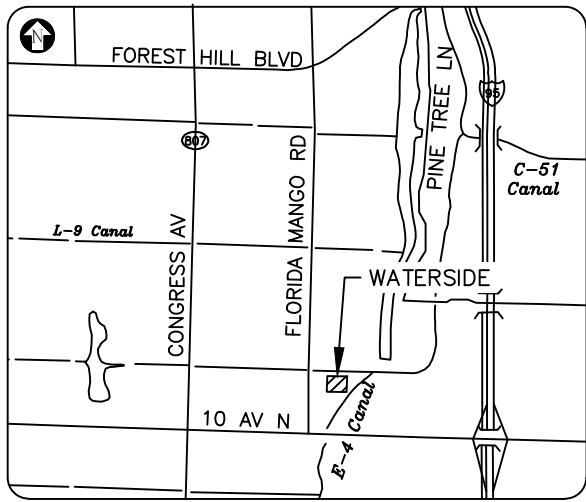
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GRAPHIC SCALE



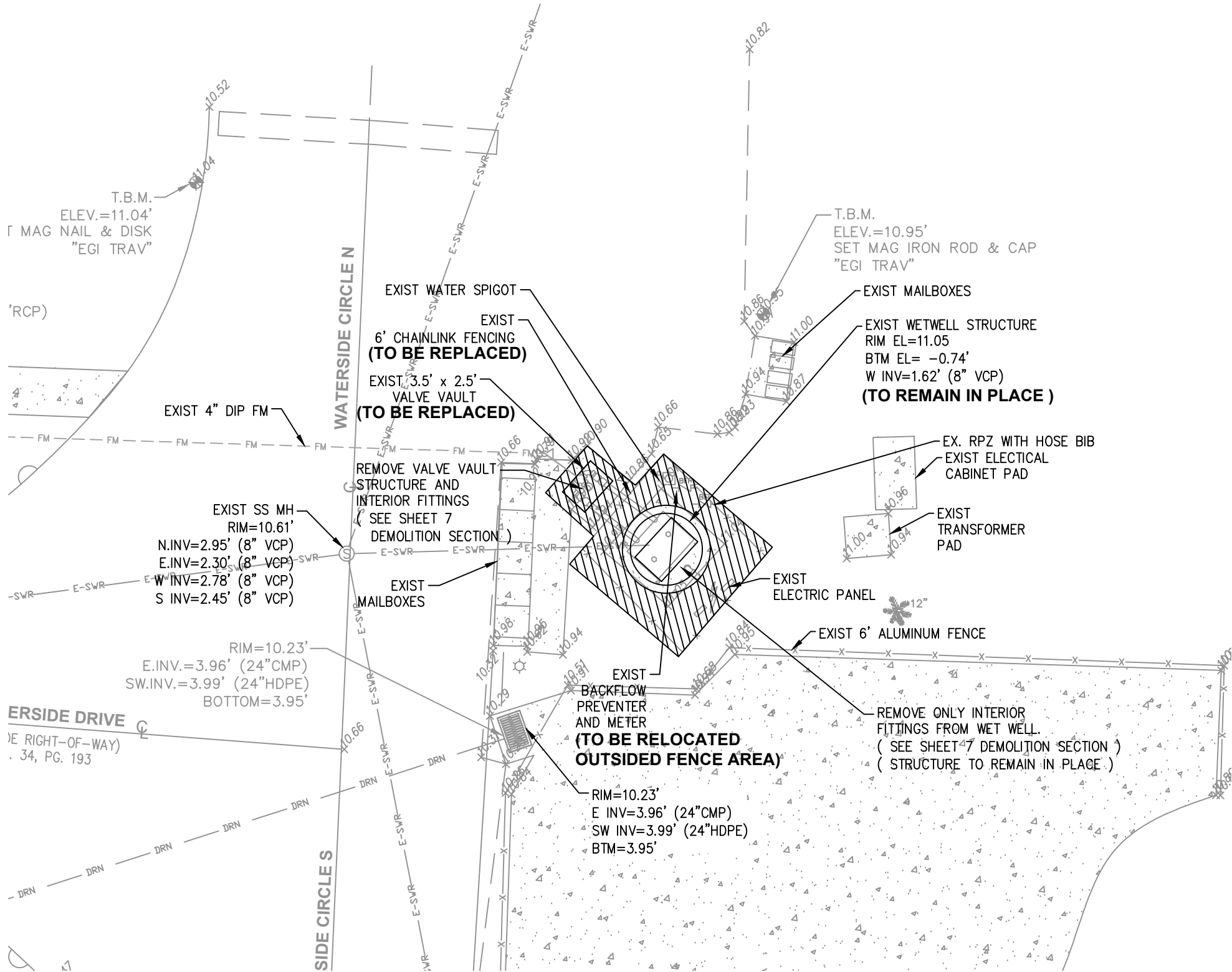
SCALE: 1"=10'



LOCATION MAP
N.T.S.

GENERAL NOTES:

1. PRIOR TO DEMOLITION, CONTRACTOR SHALL CONFIRM LOCATION AND ARRANGEMENT OF ALL EXISTING UNDERGROUND PIPING/VALVES TO BE IMPACTED BY WORK. NOTIFY ENGINEER OF ANY DISCREPANCIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROTECT ALL EXISTING UTILITIES, STRUCTURES AND PAVED AREAS THAT ARE TO REMAIN, FROM DAMAGE BY PROGRESSION OF WORK. ALL DAMAGED AND DISTURBED AREAS SHALL BE RESTORED AS PER THE DETAILS AND SPECIFICATIONS.
3. CONTRACTOR IS RESPONSIBLE FOR BYPASS PUMPING AND SHALL SUBMIT BYPASS PUMPING AND MAINTENANCE OF TRAFFIC PLANS PER THE REQUIREMENTS OF SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS.
4. CONTRACTOR TO VERIFY LOCATION OF EXISTING WATER SERVICE.
5. LANDSCAPING OUTSIDE OF EXISTING EASEMENT THAT WAS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL SAW-CUT WET WELL STRUCTURE DOWN TO ELEVATION REQUIRED TO INSTALL NEW TOP SLAB AS SHOWN IN THE STRUCTURAL AND MECHANICAL DETAILS.
7. BENCHMARKS:
FH 19 – NAVD 88 ELEV. = 12.586'
THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN CONCRETE STAMPED "F.H. 19".
CON 29 – NAVD 88. = 12.443'
THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN CONCRETE WHICH PROJECTS 0.1 FOOT AND IS STAMPED AND PAINTED "CON-29"
STRADLIN – NAVD 88 ELEV. = 18.495'
THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN CONCRETE AND STAMPED "STRADLIN"
FH 14 – NAVD 88 ELEV. = 17.553'
THE STATION IS A PALM BEACH BRASS DISK SET IN CONCRETE STAMPED "F.H. 14".
8. TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC. ON JANUARY 30, 2018.
9. ALL ELEVATIONS ARE REFERENCED TO THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD).



WATERSIDE LIFT STATION

REVISIONS	NO	DATE	REMARKS	BY

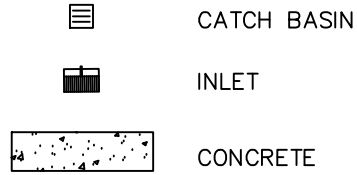
ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
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PALM BEACH COUNTY, FLORIDA
WATERSIDE - EXISTING & DEMOLITION PLAN

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CERTIFICATE OF AUTHORIZATION #7095

DATE	DRAWN BY	PROJECT ENG	PROJECT MGR	CHECKED
MARCH 2022	STAFF	ACS	ACS	LT
5	20	6001.40		

— E—FM —	FORCE MAIN
—E—SWR—	SANITARY SEWER
——OE——	OVERHEAD ELECTRICAL
+ 16.70	ELEVATION



CONCRETE PAD

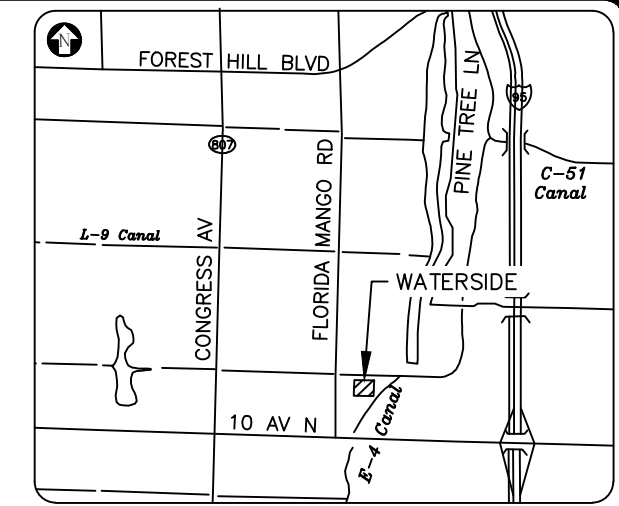
FENCING

FORCE MAIN

ELEVATION



SCALE: 1"=10'



LOCATION MAP
N.T.S.

REVISIONS					
	NO.	DATE	REMARKS	BY	

ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
WATERSIDE - PROPOSED PLAN

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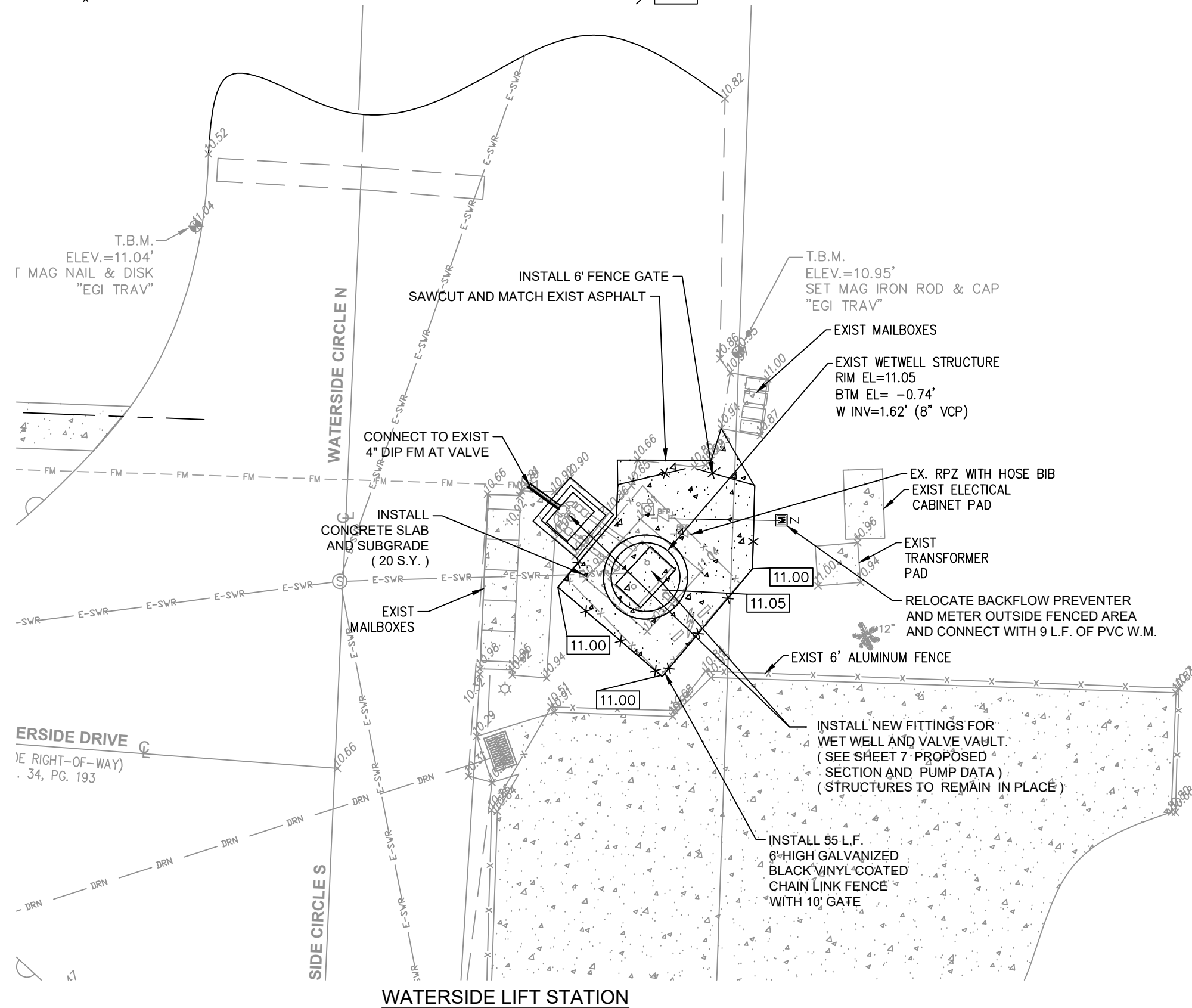
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WWW.ENGENUITYGROUP.COM

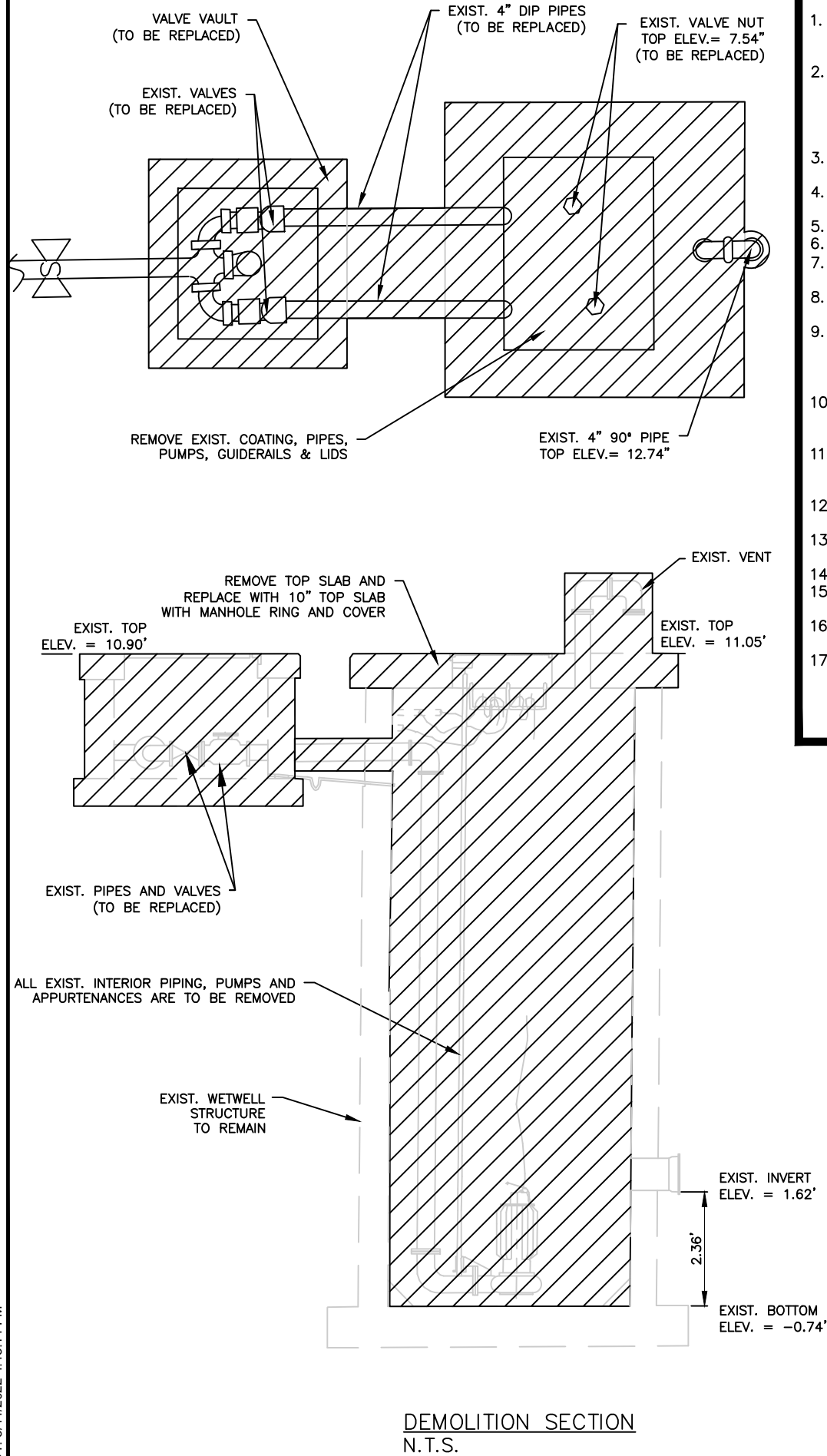
CERTIFICATE OF AUTHORIZATION #7095

DATE:	MARCH 2022
DRAWN BY:	STAFF
PROJECT ENG	ACS
PROJECT MGR	ACS
CHECKED	L.T.
SHEET NO.	
6	20
JOB NO.	
6001.40	

U:\Land Projects R2\6001.40 Lift Station Rehab 2018\dwg\6001.40_ENG_2021-04 PLANS\6001.40_02-13_ENG_PLANS.dwg DATE: 9/1/2020
© COPYRIGHT 2021 BY ENGUNITY GROUP, INC. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, UNLESS
SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER REPRESENTING ENGUNITY GROUP, INC.

PLOT: 3/14/2022 4:45:08 PM





GENERAL NOTES:

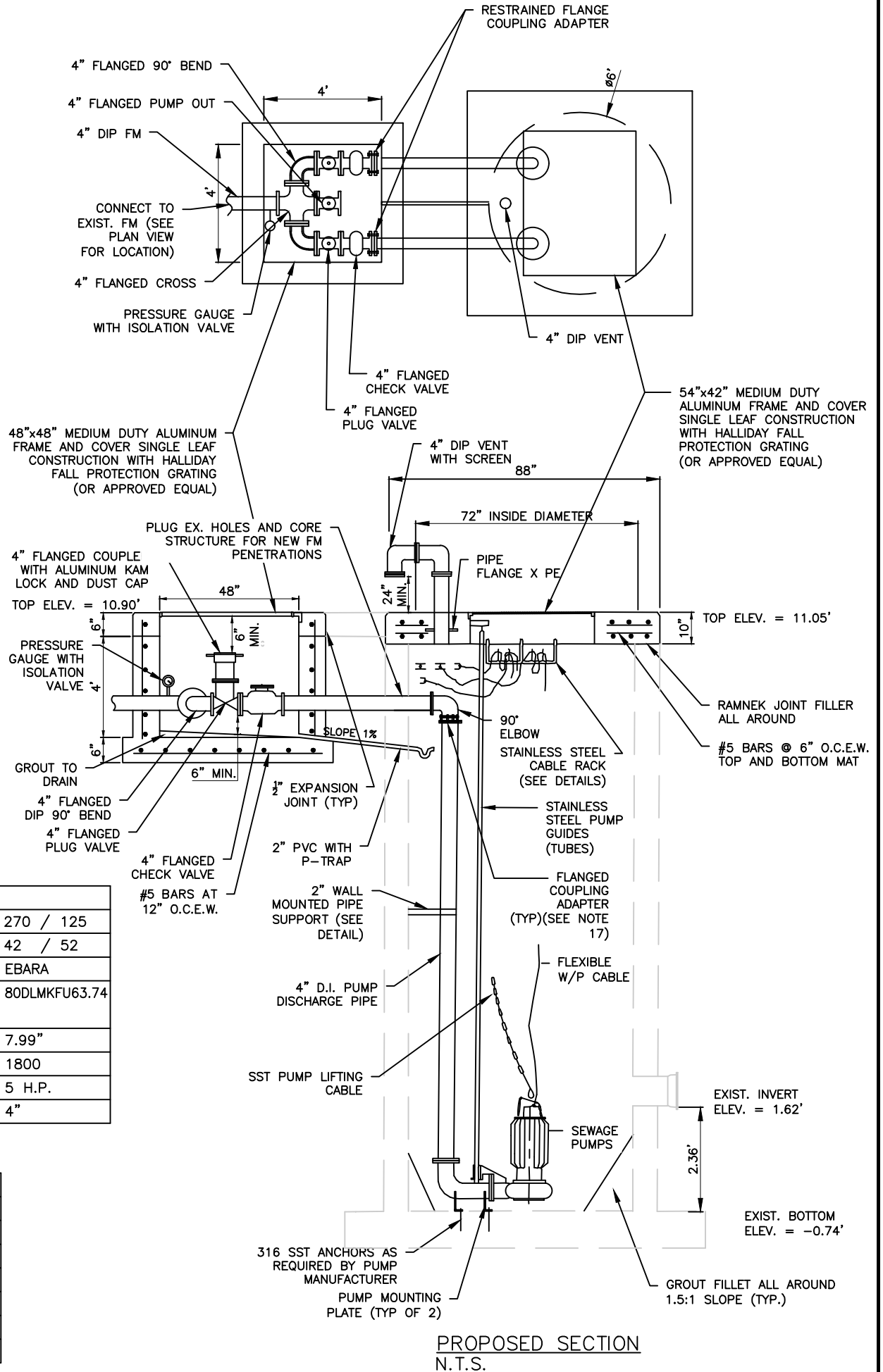
1. CONTRACTOR SHALL VERIFY THE MINIMUM HATCH OPENING SIZE WITH THE PUMP MANUFACTURER PRIOR TO ORDERING.
2. CONTRACTOR SHALL CORE DRILL ALL OPENINGS FOR PROPOSED PIPES AND CONDUITS. ALL FLEXIBLE CONNECTIONS, SLEEVES ETC. SHALL BE GROUTED AS REQUIRED. ALL ABANDONED HOLES SHALL BE GROUTED USING NON-SHRINK GROUT.
3. ALL ALUMINUM SURFACES IN CONTACT WITH CONCRETE SHALL BE COATED AS SPECIFIED.
4. PROVIDE SPARK PROOF CONTACT BETWEEN PUMPS AND GUIDRAIL SYSTEM.
5. INTERIOR WETWELL LINING - AS SPECIFIED.
6. EXTERIOR WETWELL LINING - AS SPECIFIED.
7. INTERIOR/EXTERIOR VALVE VAULT LINING - AS SPECIFIED.
8. PIPES TO BE DUCTILE IRON EPOXY LINED.
9. EXTERIOR COATING AS-SPECIFIED.
10. ALL STEEL IN WETWELL SHALL BE STAINLESS STEEL, INCLUDING GUIDE BARS, LIFTING CHAIN, CABLE SUPPORTS, CABLE HOLDER AND GUIDE BAR BRACKET (TYPE 316).
11. LIDS TO BE ALUMINUM WITH STAINLESS STEEL HARDWARE, LIFT ASSIST AND LOCKING DEVICE AND PROTECTIVE GRATING.
12. CONTRACTOR SHALL REPLACE GROUT FILLET AS REQUIRED TO ACHIEVE A FINAL 1.5:1 SLOPE, ALL AROUND.
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PUMP DATA

PUMP STATION NUMBER 33 - WATERSIDE			
MAX./MIN. G.P.M.	250 / 150	285 / 125	270 / 125
MIN./MAX. T.D.H	36 / 57	43 / 52	42 / 52
MANUFACTURER	FLYGT	WILO	EBARA
MODEL	NP 3085 SH 3~	FA 10.33E FK 17.1-4/12KE	80DLMKFU63.74
IMPELLER DIAMETER	255-126 mm	196 mm.	7.99"
R.P.M.	3415	1680	1800
H.P.	5 H.P.	7 H.P.	5 H.P.
SIZE	4"	4"	4"

OPERATIONAL SETTINGS

WETWELL TOP	11.05 FT.
INFLUENT INV. ELEV.	1.62 FT.
HIGH WATER ALARM	1.62 FT.
LAG PUMP ON	1.52 FT.
LEAD PUMP ON	1.42 FT.
ALL PUMPS OFF	0.34 FT.
LOW WATER ALARM/ALL OFF	0.34 FT.
WETWELL BOTTOM	-0.74 FT.



REVISIONS		REMARKS		BY
NO	DATE			

ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
WATERSIDE - PROFILE

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WWW.ENGENUITYGROUP.COM
CERTIFICATE OF AUTHORIZATION #7095

MARCH 2022	STAFF	ACS	ACS	LT
DATE:	DRAWN BY:	PROJECT ENG	PROJECT MGR	CHECKED
7	20			
JOB NO. 6001.40				

PLOT: 3/14/2022 4:45:18 PM

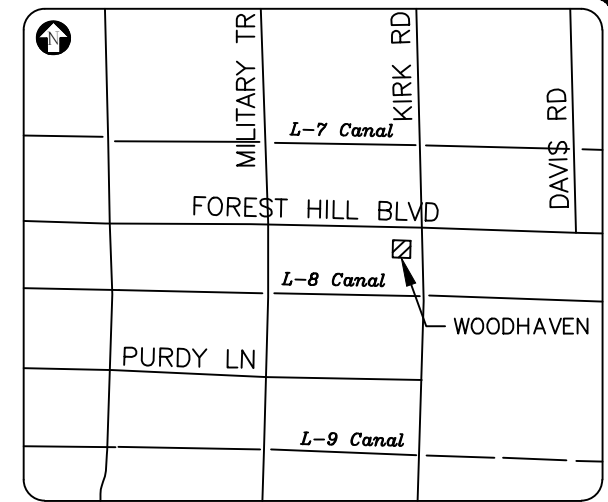
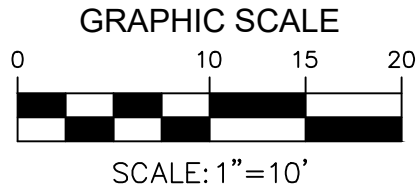
LEGEND: (EXISTING)

— E-FM — FORCE MAIN
— E-SWR — SANITARY SEWER
— OE — OVERHEAD ELECTRICAL
+16.70
ELEVATION

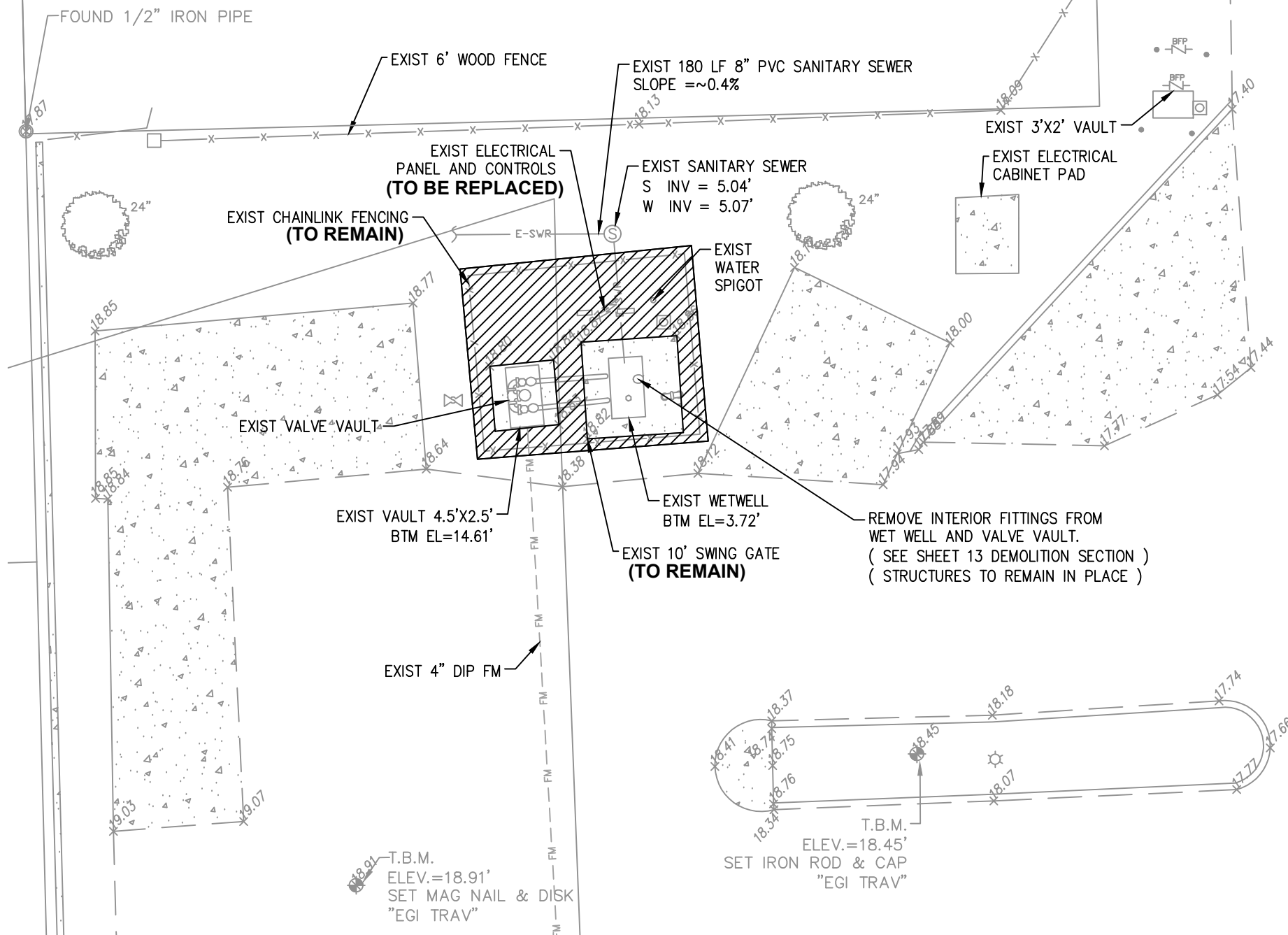
CATCH BASIN
INLET
CONCRETE

LEGEND: (PROPOSED)

TO REMOVE



LOCATION MAP
N.T.S.



GENERAL NOTES:

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2. CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROTECT ALL EXISTING UTILITIES, STRUCTURES AND PAVED AREAS THAT ARE TO REMAIN, FROM DAMAGE BY PROGRESSION OF WORK. ALL DAMAGED AND DISTURBED AREAS SHALL BE RESTORED AS PER THE DETAILS AND SPECIFICATIONS.
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6. CONTRACTOR SHALL SAW-CUT WET WELL STRUCTURE DOWN TO ELEVATION REQUIRED TO INSTALL NEW TOP SLAB AS SHOWN IN THE STRUCTURAL AND MECHANICAL DETAILS.
7. BENCHMARKS:
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CON 29 - NAVD 88. = 12.443'
THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN CONCRETE WHICH PROJECTS 0.1 FOOT AND IS STAMPED AND PAINTED "CON-29"
STRADLIN - NAVD 88 ELEV. = 18.495'
THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN CONCRETE AND STAMPED "STRADLIN"
FH 14 - NAVD 88 ELEV. = 17.553'
THE STATION IS A PALM BEACH BRASS DISK SET IN CONCRETE STAMPED "F.H. 14".
8. TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC. ON JANUARY 29, 2018.
9. ALL ELEVATIONS ARE REFERENCED TO THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD).

J:\Land Projects R2\6001.40 Lift Station Rehab 2018\dwg\6001.40_ENG_2021-04 PLANS\6001.40_02-13_ENG_PLANS.dwg DATE: 9/1/2020 © COPYRIGHT 2021 BY ENGENUITY GROUP, INC. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. UNLESS SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER REPRESENTING ENGENUITY GROUP, INC.

REVISIONS		NO	DATE	REMARKS	BY

ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
WOODHAVEN - EXISTING & DEMOLITION PLAN

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WWW.ENGENUITYGROUP.COM
CERTIFICATE OF AUTHORIZATION #7095

DATE:	MARCH 2022	STAFF:	ACS	ACS	LT
DRAWN BY:	PROJECT ENG	PROJECT MGR	CHECKED		
SHEET NO.	11	JOB NO.	6001.40		

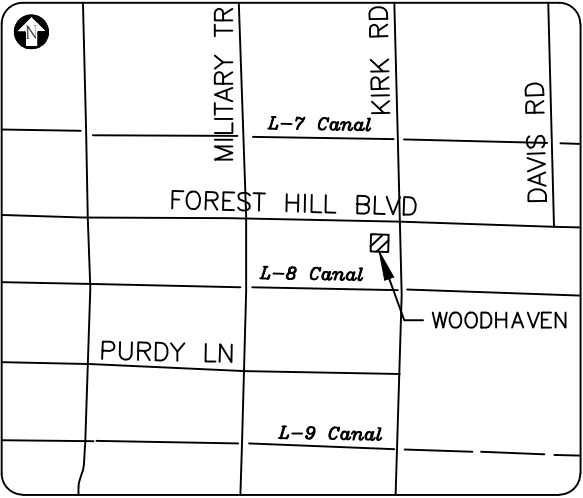
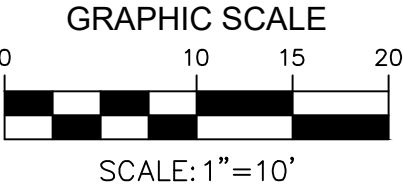
LEGEND: (EXISTING)

- E-FM — FORCE MAIN
- E-SWR — SANITARY SEWER
- OE — OVERHEAD ELECTRICAL
- +16.70 — ELEVATION

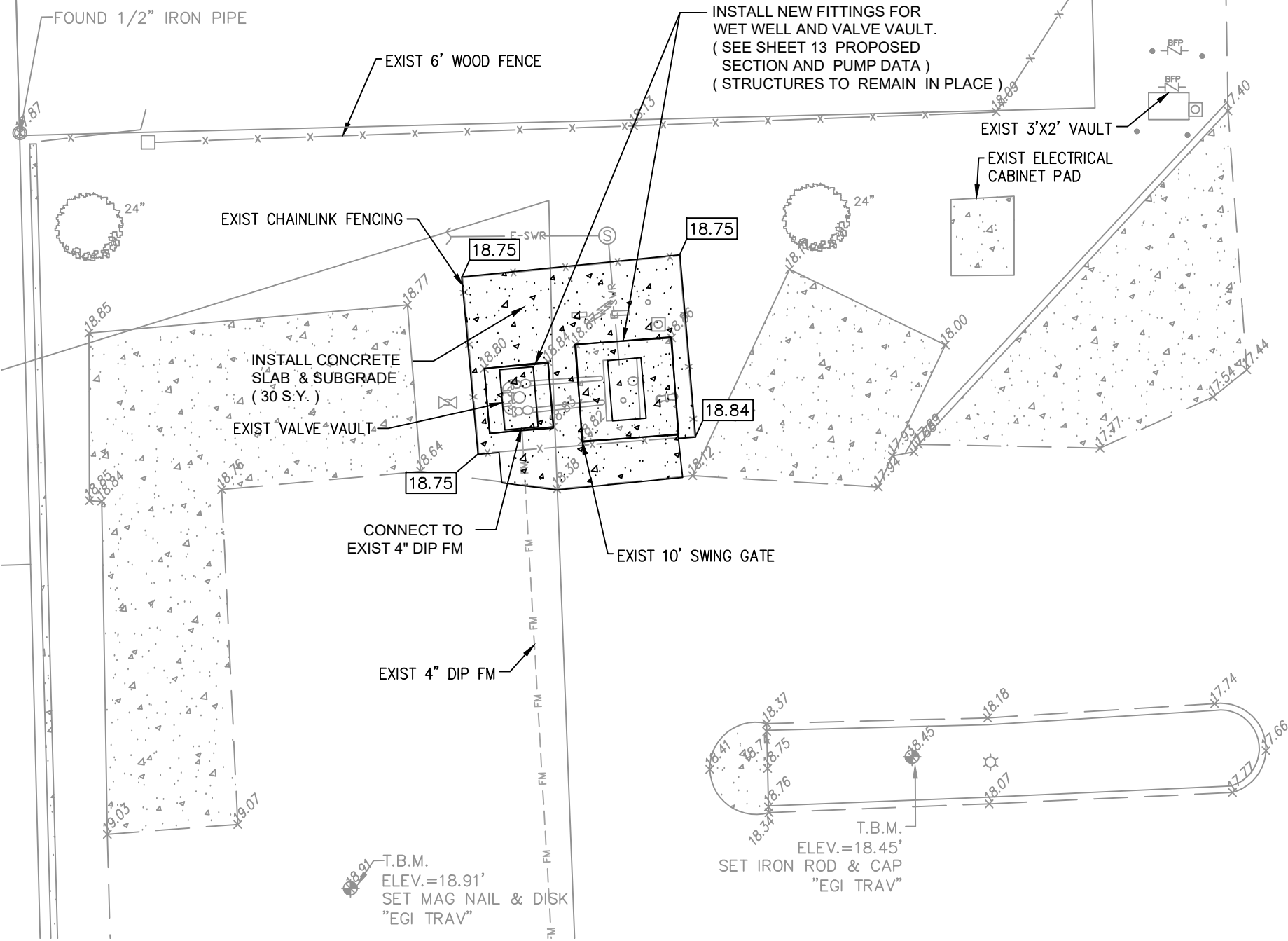
- CATCH BASIN
- INLET
- CONCRETE

LEGEND: (PROPOSED)

- CONCRETE PAD
- FM — FORCE MAIN
- 15.26 — ELEVATION



LOCATION MAP
N.T.S.



WOODENHAVEN LIFT STATION

GENERAL NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROTECT ALL EXISTING UTILITIES, STRUCTURES AND PAVED AREAS THAT ARE TO REMAIN, FROM DAMAGE BY PROGRESSION OF WORK. ALL DAMAGED AND DISTURBED AREAS SHALL BE RESTORED AS PER THE DETAILS AND SPECIFICATIONS.
- SAWCUT AND PATCH ALL EXISTING ASPHALT PAVEMENT DAMAGED AS A RESULT OF WORK. SAWCUT FULL RECTANGULAR AREAS. NO STAIR STEP PATCHES.
- ALL ELEVATIONS ARE REFERENCED TO THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD).
- EXISTING FORCEMAIN LOCATIONS SHOWN ARE FROM THE VILLAGE OF PALM SPRINGS GIS. CONTRACTOR TO VERIFY LOCATION PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- CONTRACTOR TO INSTALL LINE STOP IF NECESSARY.

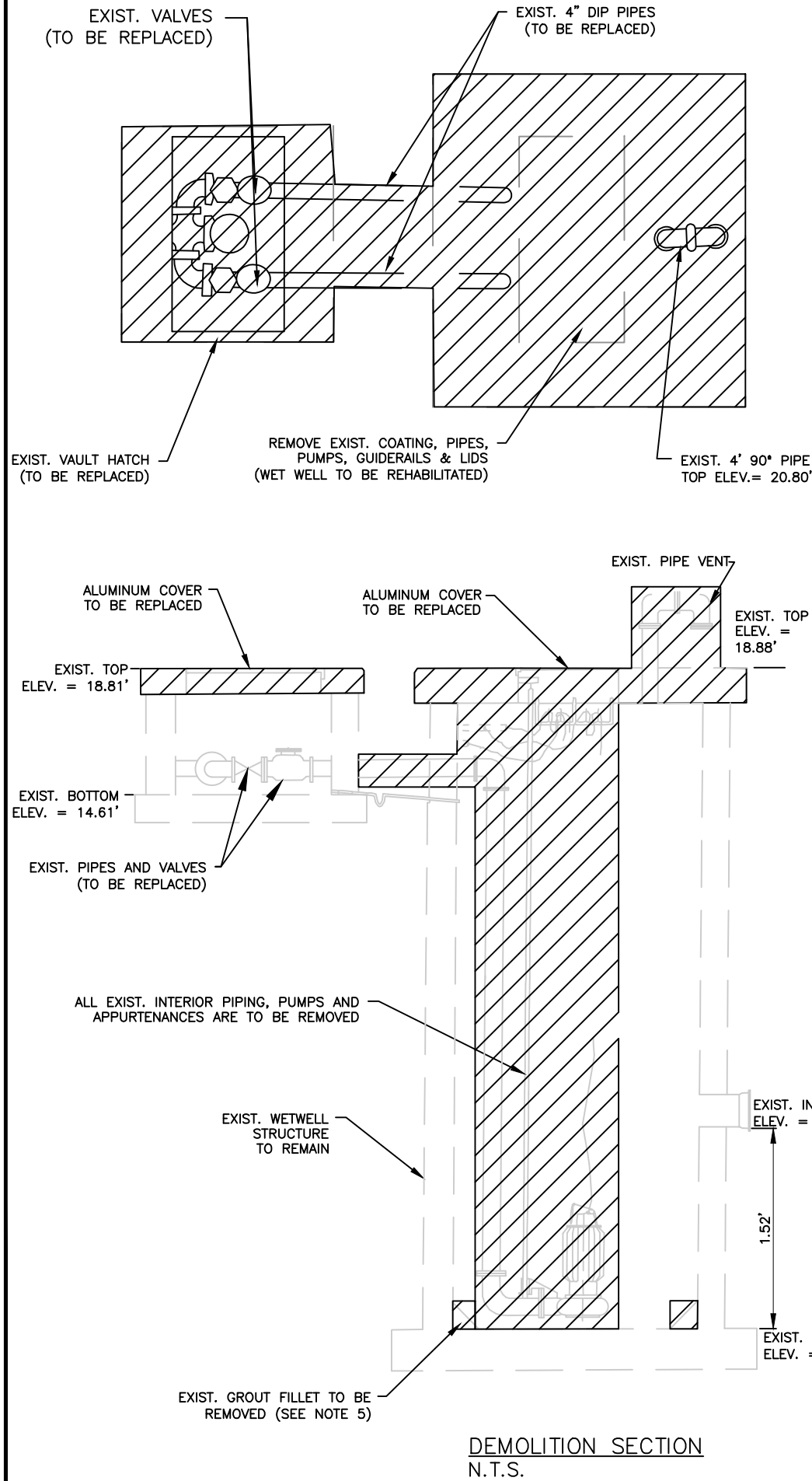
REVISIONS		NO.	DATE	REMARKS	BY

ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
WOODHAVEN - PROPOSED PLAN

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CERTIFICATE OF AUTHORIZATION #7095

DATE:	MARCH 2022	STAFF:	ACS
DRAWN BY:	PROJECT ENG	CHECKED:	ACS
PROJECT MGR	PROJECT MGR	LT	LT
SHEET NO. 12		20	
JOB NO. 6001.40			



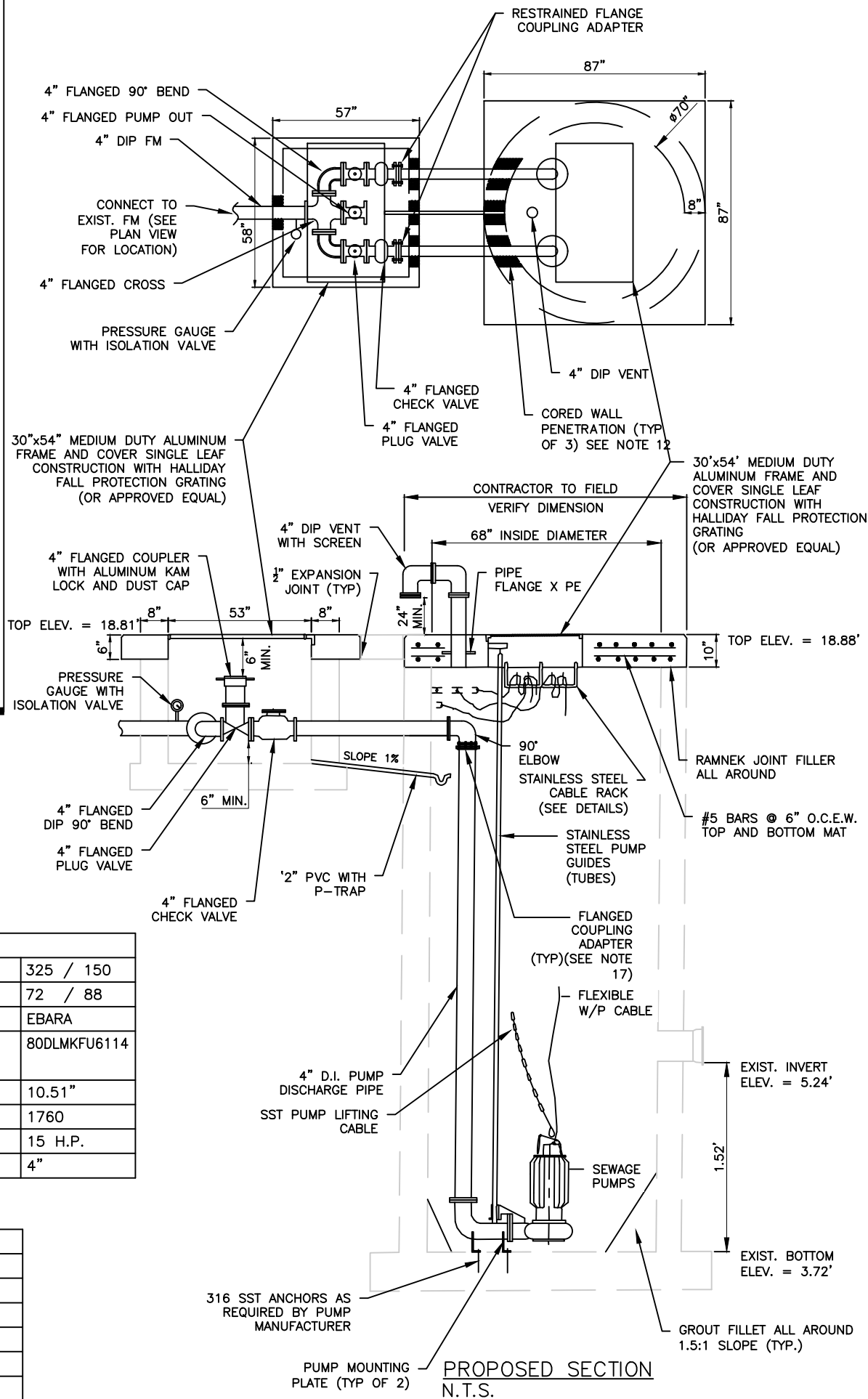
- GENERAL NOTES:**
- CONTRACTOR SHALL VERIFY THE MINIMUM HATCH OPENING SIZE WITH THE PUMP MANUFACTURER PRIOR TO ORDERING.
 - CONTRACTOR SHALL CORE DRILL ALL OPENINGS FOR PROPOSED PIPES AND CONDUITS. ALL FLEXIBLE CONNECTIONS, SLEEVES ETC. SHALL BE GROUTED AS REQUIRED. ALL ABANDONED HOLES SHALL BE GROUTED USING NON-SHRINK GROUT.
 - ALL ALUMINUM SURFACES IN CONTACT WITH CONCRETE SHALL BE COATED AS SPECIFIED.
 - PROVIDE SPARK PROOF CONTACT BETWEEN PUMPS AND GUIDRAIL SYSTEM.
 - INTERIOR WETWELL LINING - AS SPECIFIED.
 - EXTERIOR WETWELL LINING - AS SPECIFIED.
 - INTERIOR/EXTERIOR VALVE VAULT LINING - AS SPECIFIED.
 - PIPES TO BE DUCTILE IRON EPOXY LINED. EXTERIOR COATING AS-SPECIFIED.
 - ALL STEEL IN WETWELL SHALL BE STAINLESS STEEL, INCLUDING GUIDE BARS, LIFTING CHAIN, CABLE SUPPORTS, CABLE HOLDER AND GUIDE BAR BRACKET (TYPE 316).
 - LIDS TO BE ALUMINUM WITH STAINLESS STEEL HARDWARE, LIFT ASSIST AND LOCKING DEVICE AND PROTECTIVE GRATING.
 - CONTRACTOR SHALL REPLACE GROUT FILLET AS REQUIRED TO ACHIEVE A FINAL 1.5:1 SLOPE, ALL AROUND.
 - CORE WALL AND GROUT PIPE IN-PLACE WITH NON-SHRINK GROUT.
 - ALL CONCRETE TO BE TYPE II REINFORCED 4000 PSI.
 - PADLOCKS SHALL BE PROVIDED BY OWNER.
 - ALL STAINLESS STEEL AND MOUNTING HARDWARE USED IN WETWELL SHALL BE TYPE 316 SST.
 - DIMENSIONS OF NEW TOP SLAB TO BE FIELD VERIFIED BY CONTRACTOR.
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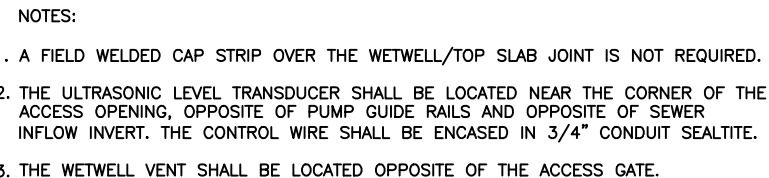
PUMP DATA

PUMP STATION NUMBER - WOODHAVEN			
MAX./MIN. G.P.M.	300 / 175	350 / 150	325 / 150
MIN./MAX. T.D.H	66 / 93	77 / 88	72 / 88
MANUFACTURER	FLYGT	WILO	EBARA
MODEL	NP 3127 SH 3~	FA 10.33E FK 17.1-4/16KEx	80DLMKFU6114
IMPELLER DIAMETER	249-146 mm	245 mm.	10.51"
R.P.M.	3495	1728	1760
H.P.	11 H.P.	10 H.P.	15 H.P.
SIZE	4"	4"	4"

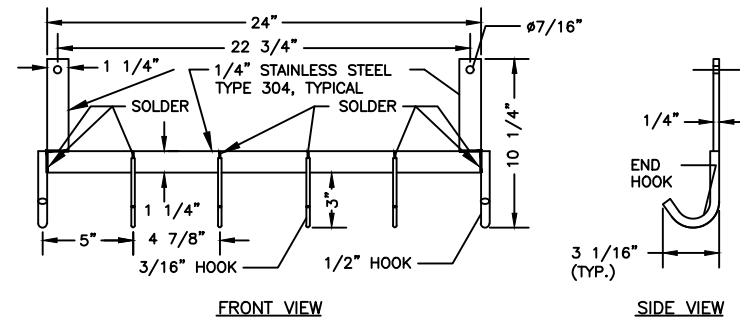
OPERATIONAL SETTINGS

WETWELL TOP	18.88 FT.
INFLUENT INV. ELEV.	5.24 FT.
HIGH WATER ALARM	6.00 FT.
LAG PUMP ON	5.90 FT.
LEAD PUMP ON	5.80 FT.
ALL PUMPS OFF	4.80 FT.
LOW WATER ALARM/ALL OFF	4.80 FT.
WETWELL BOTTOM	3.72 FT.



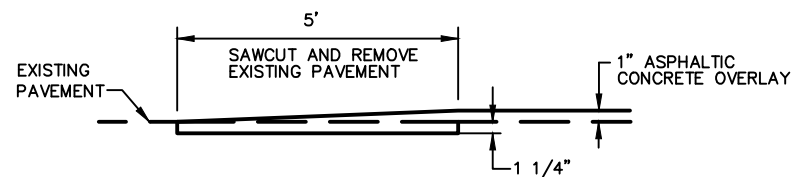


LIFT STATION TOP SLAB

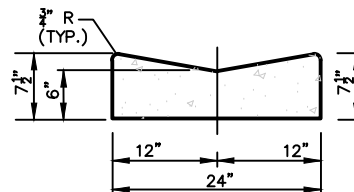


- NOTES:**
1. WALL OR ACCESS FRAME MOUNTING.
 2. ALL COMPONENTS SHALL BE STAINLESS STEEL TYPE 304.
 3. TWO RACKS ARE REQUIRED FOR EACH LIFT STATION WET WELL.
 4. CABLES SHALL BE SUPPORTED FROM THE CABLE RACK WITH SST KELLUMS CABLE GRIP.

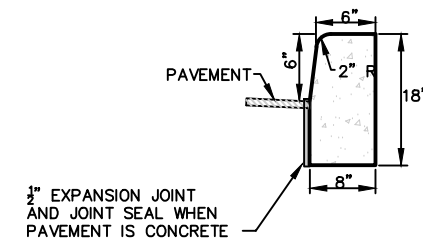
PUMP, FLOAT AND LEVEL
TRANSMITTER CABLE RACK



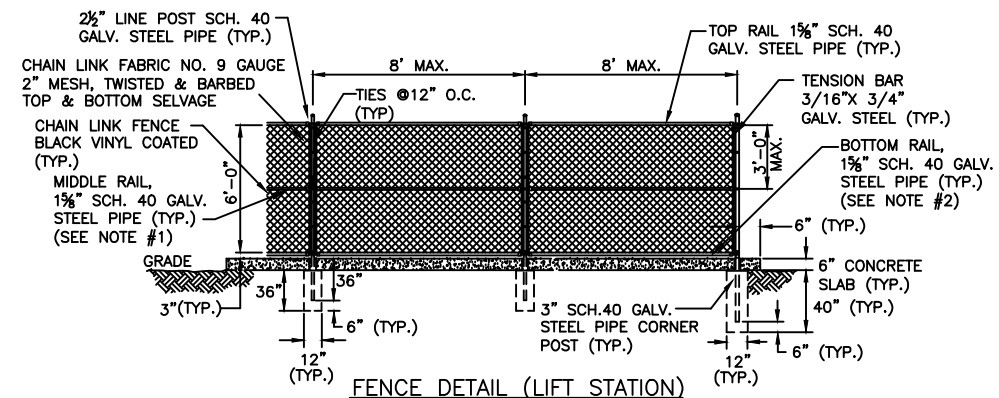
BUTT JOINT



VALLEY GUTTER



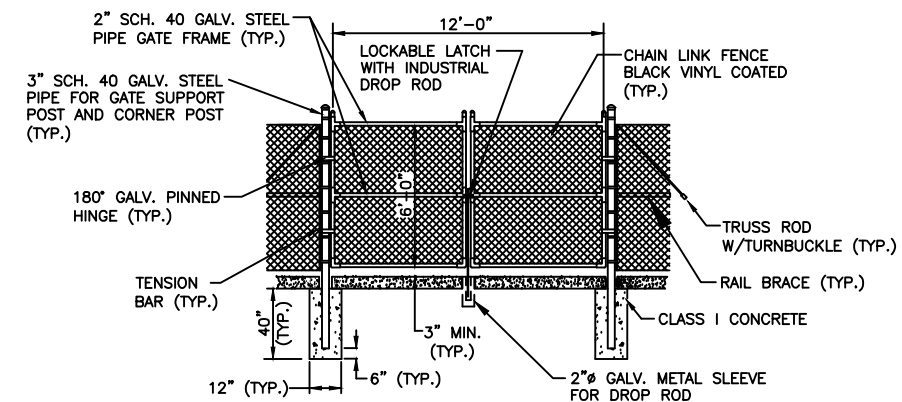
TYPE "D" CURB



FENCE DETAIL (LIFT STATION)

FENCE DESIGN NOTES FOR "OTHER UTILITY FACILITIES":

1. MIDDLE RAIL REQUIRED ONLY AT CORNERS AND CHANGES OF DIRECTION.
2. BOTTOM RAIL IS NOT REQUIRED; TENSION WIRE IS REQUIRED WOVEN THROUGH FABRIC AT MAX. 18" SPACING.



DUAL SWING GATE DETAIL

- NOTES:**
1. BLACK VINYL COATING IS REQUIRED FOR ALL FENCE FABRIC, ALL POSTS, BRACES, RAILS, AND ACCESSORIES.
 2. ALL POSTS SHALL BE CAPPED WITH GALVANIZED STEEL TOPS. LINE POST TOPS SHALL PROVIDE FOR PASSAGE OF TOP RAIL.
 3. ALL WELDED JOINTS SHALL BE COATED WITH A 2 PART EPOXY PAINT.
 4. RAIL SPLICES TO BE LOCATED WITHIN 12" OF A FENCE POST

FENCE AND GATE DETAIL

[illegible]

ADAM SWANEY, P.E.
NO. 72235

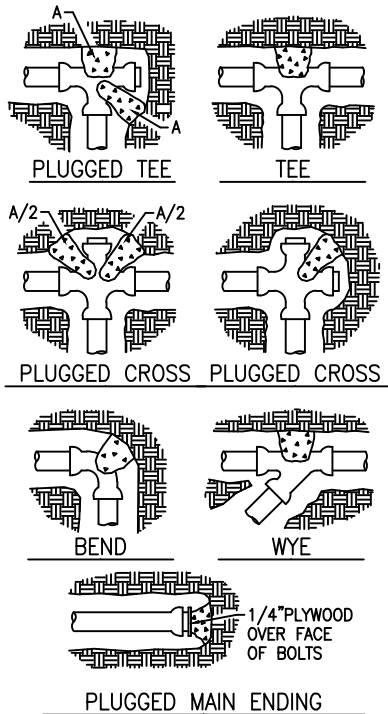
SEAL BY A LICENSED PROFESSIONAL ENGINEER

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
LIFT STATION DETAILS (1 OF 4)

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PROJECT MGR	ACS
CHECKED	LT
SHEET NO.	
14	20
JOB NO.	
6001.40	



BEARING AREA OF THRUST BLOCKS IN SQ.FT. (HORIZONTAL FITTINGS)						
FITTING SIZE	B E N D S			TEE, WYE PLUG, OR CAP	TEE (PLUGGED RUN)	
	11-1/4"	22-1/2"	45"		A1	A2
4"			1.0	1.0	1.9	1.4
6"		1.0	1.6	2.1	4.3	3.0
8"	1.0	1.5	2.9	3.8	7.6	5.4
10"	1.2	2.4	4.6	5.9	11.8	8.4
12"	1.7	3.4	6.6	8.5	17.0	12.0
14"	2.3	4.6	8.9	11.5	23.0	16.3
16"	3.0	6.0	11.6	15.0	30.0	21.3
18"	3.8	7.6	14.6	19.0	38.0	27.0
20"	4.7	9.4	18.1	23.5	47.0	33.3
24"	6.8	13.6	26.2	34.0	68.0	48.0

(THRUST BLOCKS ALLOWED AT LOCATIONS SHOWN ON DRAWINGS ONLY)

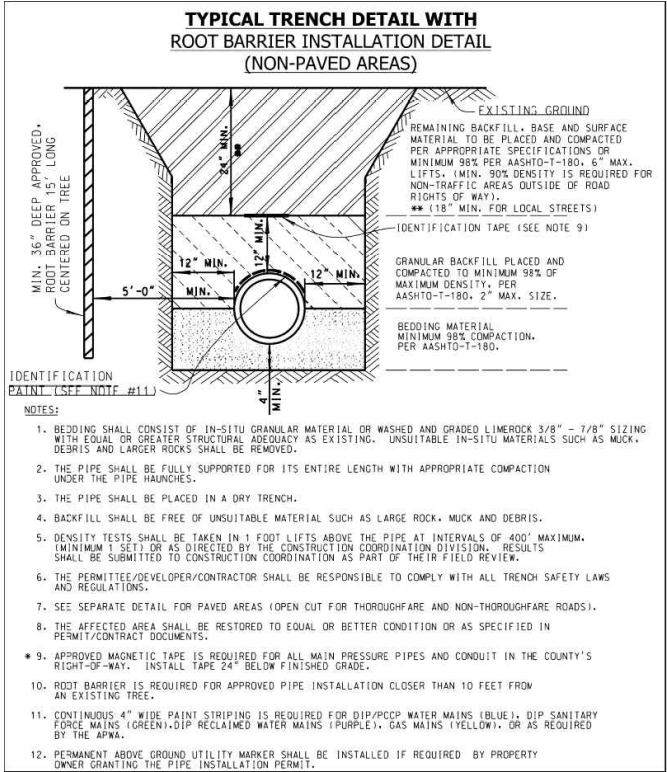
THRUST BLOCK NOTES AND DETAILS

FITTING SIZE	B E N D S		
	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

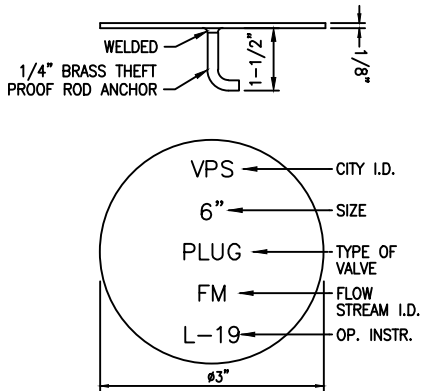
THRUST BLOCK NOTES

- 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:
$$\text{BEARING AREA} = (\text{REQUIRED TEST PRESSURE} / 150 \times (2,000 / \text{ACTUAL SOIL BEARING STRESS}) \times (\text{TABLE VALUE}))$$
- 7) COMPUTE VOLUMES OF CONCRETE FOR VERTICAL BENDS HAVING UPWARD RESULTANT THRUSTS AT DIFFERENT TEST PRESSURES WITH THE FOLLOWING EQUATION:
$$\text{VOLUME} = (\text{REQUIRED TEST PRESSURE} / 150) \times (\text{TABLE VALUE})$$

100

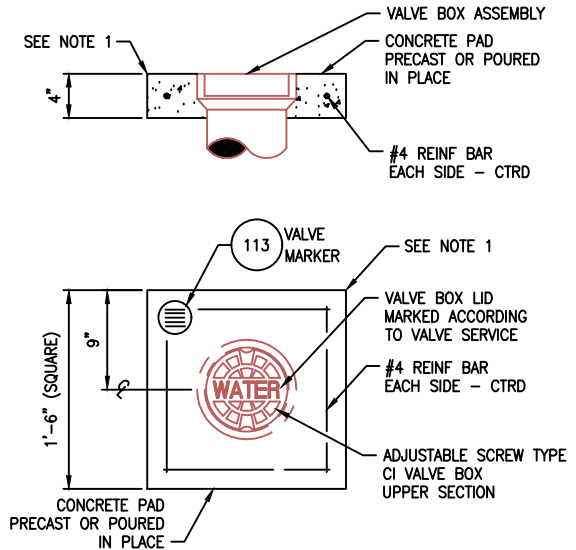


- NOTES:
- 1) TOP OF BRASS MARKER MUST BE FLUSH WITH SURROUNDING SURFACE AND NOT CREATE A 1/8" TRIPPING HAZARD.
 - 2) FLOW STREAM I.D.'S:
WM = WATER MAIN
FM = FORCE MAIN



VALVE MARKER

113



- NOTES:
1. UTILIZE 3/8" RADIUS TOOLED EDGES IF PAD IS LOCATED IN UNPAVED AREAS.

CONCRETE VALVE BOX PAD

114

		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 0" TEE	RUN	5	-	-	-	-
	BRANCH	9	-	-	-	-
6" x 0" TEE	RUN	5	5	-	-	-
	BRANCH	1	21	-	-	-
8" x 0" TEE	RUN	5	5	5	-	-
	BRANCH	1	14	34	-	-
10" x 0" TEE	RUN	5	5	5	5	-
	BRANCH	1	5	28	45	-
12" x 0" TEE	RUN	5	5	5	5	5
	BRANCH	1	1	21	40	57
6" x 0" REDUCER	LARGE SIDE	23	-	-	-	-
	SMALL SIDE	41	24	-	-	-
8" x 0" REDUCER	LARGE SIDE	56	42	23	-	-
	SMALL SIDE	70	59	43	40	-

DUCTILE IRON THRUST RESTRAINT TABLE

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:
$$\text{LENGTH} = (\text{REQUIRED TEST PRESSURE} / 150) \times (\text{TABLE VALUE})$$
- 13) IF DEPTH OF COVER IS LESS THAN 2'-6" RESTRAIN ALL JOINTS PER SPECIFICATIONS.

103

REVISIONS		NO	DATE	REMARKS	BY
DATE	BY				

ADAM SWANEY, P.E.

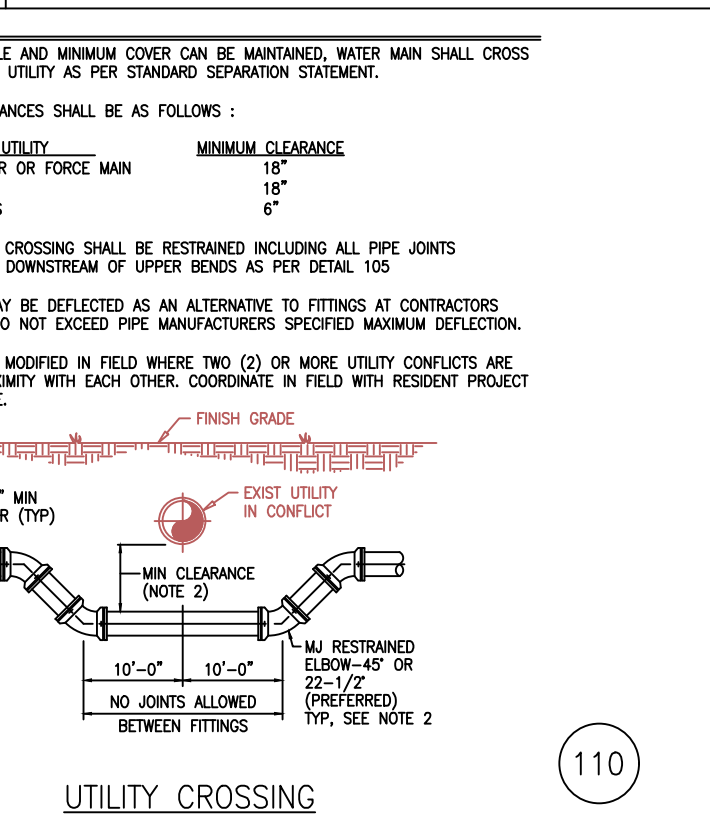
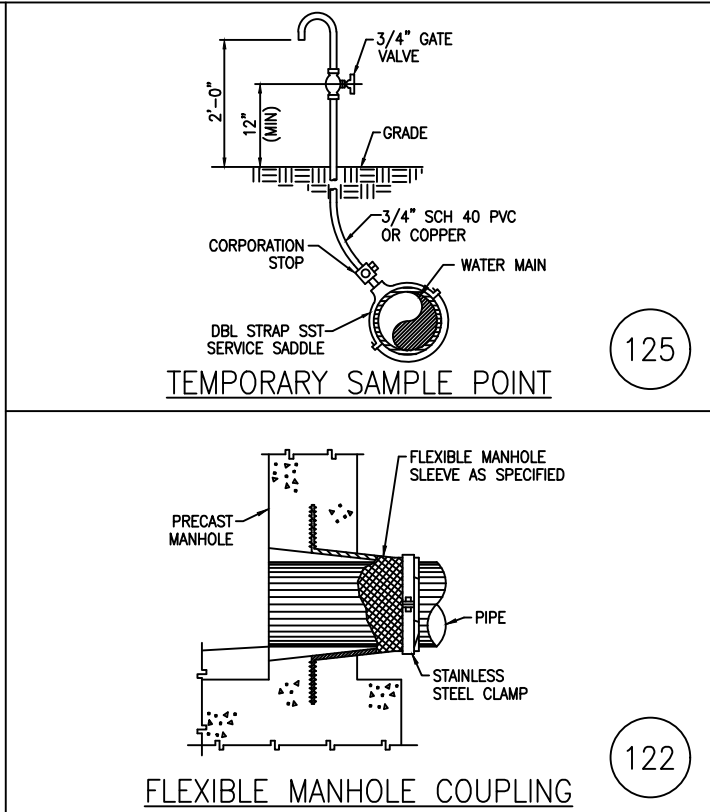
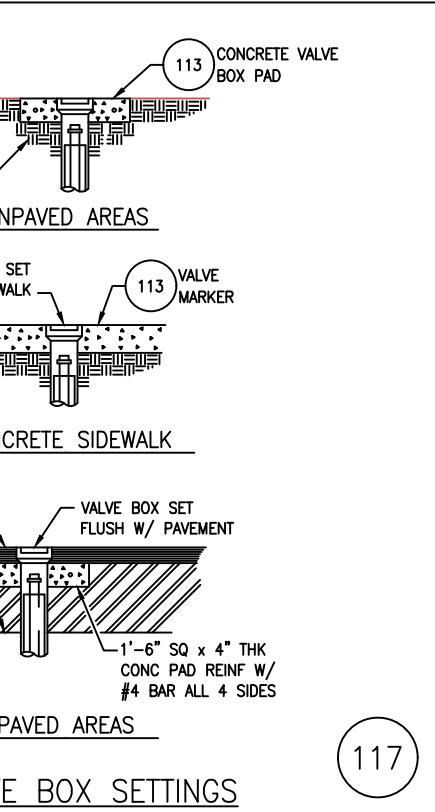
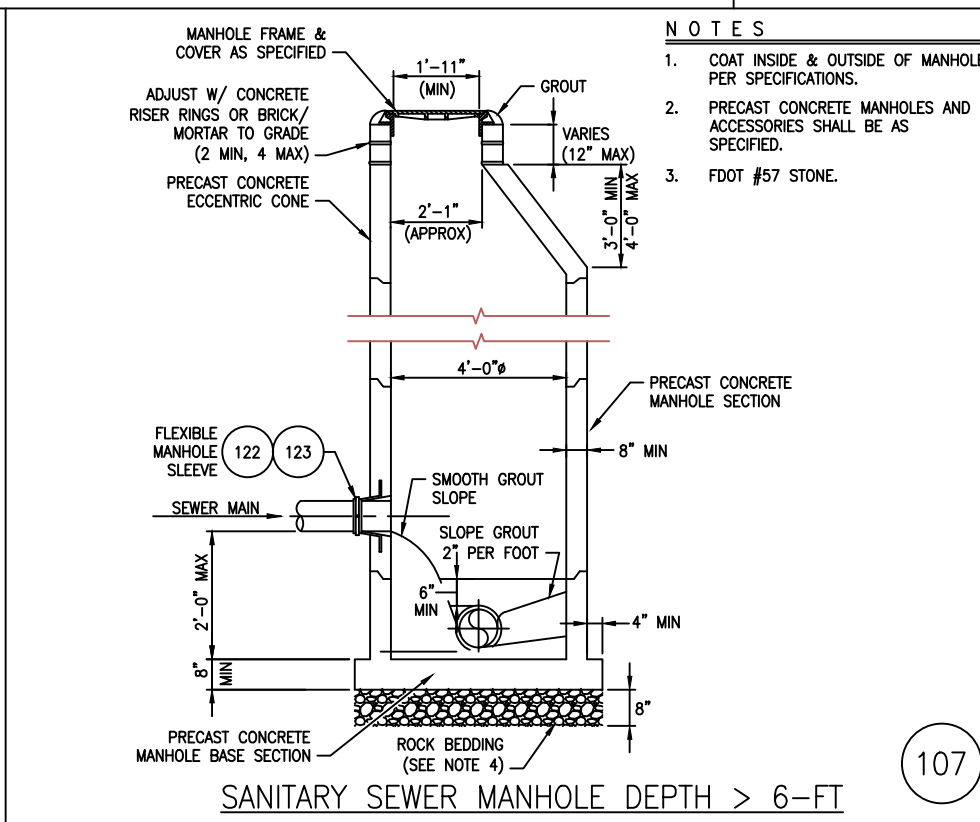
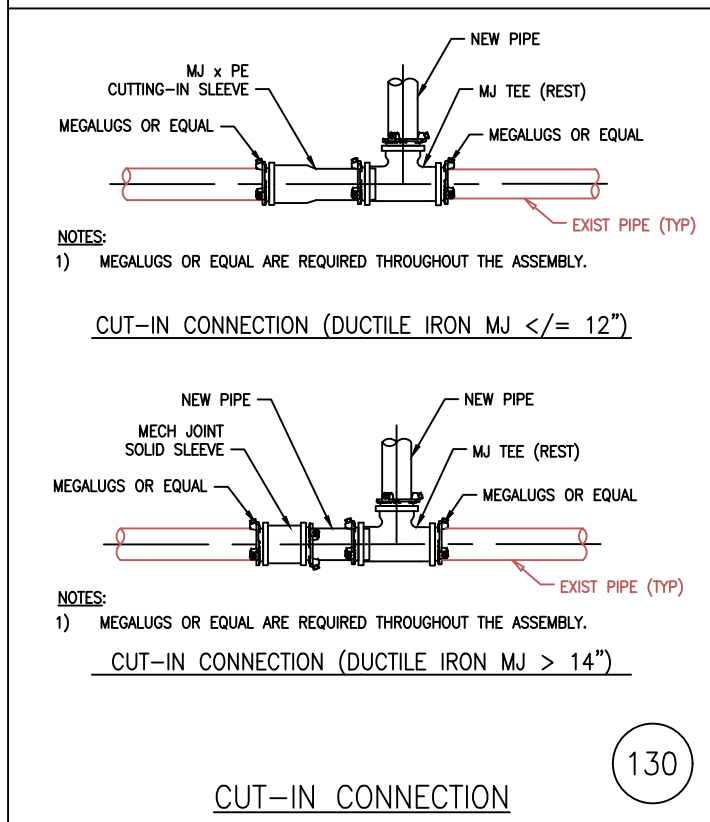
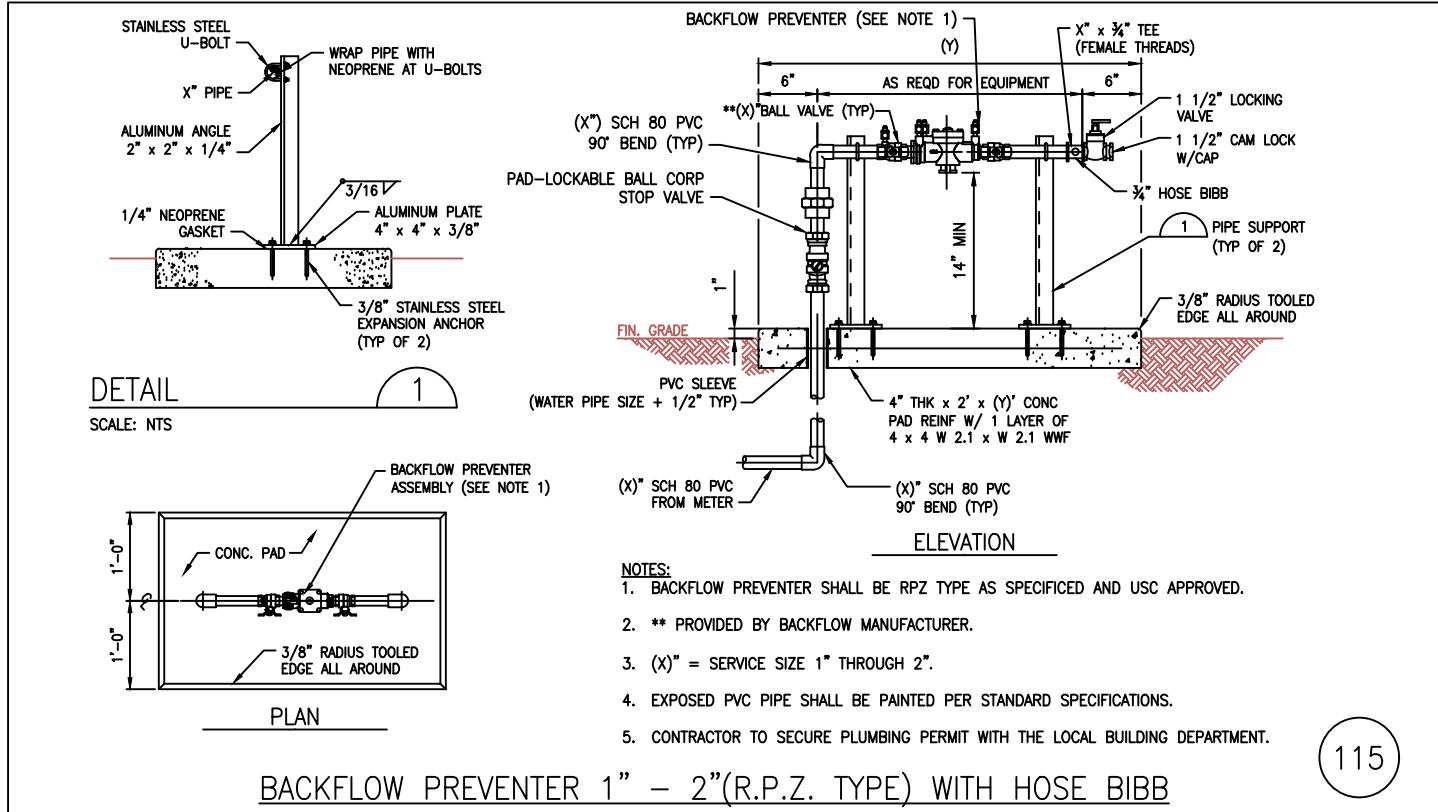
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LIFT STATION DETAILS (2 OF 4)

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SHEET NO. 15		JOB NO. 6001.40		20

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REVISIONS

NO.	DATE	REMARKS	BY

ADAM SWANEY, P.E.
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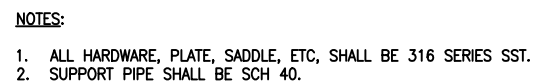
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SHEET NO. 16

JOB NO. 6001.40



121

 (123) 

TYPICAL WALL MOUNTED PIPE SUPPORT
(TOP VIEW) DETAIL

PRE / POST CONSTRUCTION RESPONSIBILITIES

PRE-CONSTRUCTION MEETING

- A. PRE-CONSTRUCTION CONFERENCE WILL BE HELD PRIOR TO THE BEGINNING OF UTILITY CONSTRUCTION WITH THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD.

INSPECTIONS

- A. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO ANY REQUIRED INSPECTION OF THE CONSTRUCTED UTILITY IMPROVEMENT.
- B. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD NO LATER THAN 48 HOURS PRIOR TO MAKING CONNECTIONS TO EXISTING SYSTEMS.

SHOP DRAWINGS

- A. PRIOR TO UTILITY CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED/APPROVED BY THE ENGINEER OF RECORD INCLUDING BUT NOT LIMITED TO: PRECONSTRUCTION VIDEO, VALVES, FIRE HYDRANTS, TAPPING SLEEVES AND VALVES, CORPORATION STOPS, PIPING MATERIALS AND FITTINGS, MANHOLES AND MISCELLANEOUS ACCESSORIES, AS APPLICABLE.

TEMPORARY FACILITIES

- A. TRAFFIC REGULATION
1. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND PALM BEACH COUNTY ENGINEERING – TRAFFIC.
2. ALL OPEN TRENCHES AND EXCAVATIONS ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
3. NO TRENCHES OR EXCAVATIONS NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS SHALL BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE VILLAGE OF PALM SPRINGS OR PALM BEACH COUNTY ENGINEERING DEPARTMENT.

PROJECT CLOSE-OUT

- A. CLEANING UP
1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR THOSE OF SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, CONTRACTOR SHALL DO AS REQUIRED ALL NECESSARY ROADWAY OR DRIVEWAY, SIDEWALK, AND LANDSCAPE WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, SWALES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

PROJECT RECORD DOCUMENTS

- A. CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
- B. PRIOR TO THE PLACEMENT OF ANY ASPHALT OR CONCRETE PAVEMENT, CONTRACTOR SHALL SUBMIT TO THE ENGINEER, "AS BUILT" DRAWINGS SHOWING ALL WATER AND SEWER IMPROVEMENTS, AS APPLICABLE.
- C. ALL "AS BUILT" INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.
- D. UPON CONFORMATION OF CONSTRUCTION, CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF "AS BUILT" CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED BY CONTRACTOR AND SIGNED/SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN FLORIDA.

- E. WATER SYSTEM "AS BUILT" INFORMATION SHALL INCLUDE LOCATIONS AND ELEVATIONS OF ALL VALVES, FITTINGS, FIRE HYDRANTS, AND WATER SERVICES.
- F. GRAVITY SANITARY SEWER SYSTEM "AS BUILT" INFORMATION SHALL INCLUDE THE LOCATIONS AND RIM AND INVERT ELEVATIONS OF ALL MANHOLES, SERVICE LATERALS AND STUBOUTS. LENGTH, SIZE AND SLOPE OF GRAVITY SEWER RUNS BETWEEN MANHOLES SHALL BE PROVIDED.
- G. FORCE MAIN SYSTEM "AS BUILT" INFORMATION SHALL INCLUDE LOCATIONS AND ELEVATIONS OF ALL VALVES AND FITTINGS.

POTABLE WATER SYSTEM

DUCTILE IRON PIPE

- A. DUCTILE IRON PIPE WATER MAIN: PIPE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C151/A21.51, LATEST REVISIONS, AND UNLESS OTHERWISE NOTED HEREIN THIS SPECIFICATION OR THE DRAWINGS, ALL DUCTILE IRON PIPE SHALL BE AS FOLLOWS:

NOMINAL DIAMETER	MINIMUM PRESSURE CLASS	SPECIAL CASES THICKNESS CLASS
3" THRU 12"	350 PSI	-
14" THRU 24"	250 PSI	-
FLANGED PIPE (ALL DIAMETERS)	--	53 (MIN)

- B. CEMENT: CEMENT FOR MORTAR LINING SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C104/A21.4, LATEST REVISION; PROVIDED THAT CEMENT FOR MORTAR LINING SHALL BE TYPE II OR V. FLY ASH OR POZZOLAN SHALL NOT BE USED AS A CEMENT REPLACEMENT.
- C. PUSH-ON PIPE JOINTS (NON-RESTRAINED TYPE) SHALL BE "FASTITE" AS MANUFACTURED BY AMERICAN CAST IRON PIPE COMPANY, "TYTON" AS MANUFACTURED BY U.S. PIPE AND FOUNDRY, OR EQUAL. PUSH-ON JOINTS SHALL MEET THE REQUIREMENTS OF ANSI/AWWA C111/A21.11, LATEST REVISION.
- D. PUSH-ON JOINTS (RESTRAINED TYPE), 24-INCH AND SMALLER, SHALL USE "FAST-GRIP" GASKET SYSTEM BY AMERICAN CAST IRON PIPE COMPANY, "FIELD LOK" GASKET SYSTEM BY U.S. PIPE AND FOUNDRY, OR EQUAL.

- E. BURIED PIPE SHALL HAVE SMOOTH DENSE EXTERIOR AND INTERIOR SURFACES AND SHALL BE FREE FROM FRACTURES. THE OUTSIDE COATING SHALL BE AN ASPHALTIC COATING AT LEAST 1 MIL THICK AND APPLIED TO THE PIPE AFTER LINING HAS BEEN PLACED. PAINT EXTERIOR OF PIPE BLUE ALONG THE ENTIRE LENGTH OF PIPE (3 STRIPES MINIMUM).
- F. EXPOSED PIPING AND FITTINGS SHALL BE SHOP PRIMED WITH A CATALYZED RUST INHIBITIVE EPOXY PRIMER. MINIMUM DRY FILM THICKNESS SHALL BE 2-3 MILS. SURFACE PREPARATION SHALL BE WHITE METAL BLAST CLEANING IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL NO. 10 (SSPC-SP10). PRIMER SHALL BE COMPATIBLE FOR USE WITH FINAL COATINGS AS SPECIFIED. SEE WM-20 FOR FINAL COATING INFORMATION.

DUCTILE IRON MECHANICAL JOINT (MJ) FITTINGS

- A. MECHANICAL JOINT FITTINGS (3-INCH THROUGH 24-INCH) SHALL BE DUCTILE IRON COMPACT FITTINGS MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C153/A21.53, LATEST REVISION, WITH A PRESSURE RATING OF 350 PSI. FITTINGS SHALL HAVE MECHANICAL JOINTS IN ACCORDANCE WITH ANSI/AWWA C111/A21.11, LATEST REVISION.
- B. FITTINGS SHALL BE COATED AND LINED AS SPECIFIED FOR THE APPLICABLE PIPE APPLICATION.

MECHANICAL JOINT RESTRAINTS (DIP)

- A. RESTRAINED MECHANICAL JOINTS SHALL BE UTILIZED FOR ALL FITTINGS AND VALVES.
- B. RESTRAINT OF MECHANICAL JOINTS SHALL BE ACCOMPLISHED BY USING A MEGALUG SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED BY EBAA IRON SALES, INC. OR EQUAL.
- C. MECHANICAL JOINTS FOR FITTINGS AND VALVES SHALL MEET THE REQUIREMENTS OF ANSI/AWWA C111/A21.11, LATEST REVISION.

VALVE BOXES

- A. VALVE BOXES SHALL BE OF THE TWO-PIECE ADJUSTABLE SCREW TYPE, CAST IRON, WITH 5-1/4-INCH SHAFT OF APPROPRIATE LENGTH FOR THE INSTALLATION. EXTENSION PIECES, IF REQUIRED, SHALL BE THE MANUFACTURER'S STANDARD TYPE. VALVE BOX TOPS SHALL HAVE RAISED LETTERS SAYING "WATER". VALVE BOXES SHALL BE AS MANUFACTURED BY TYLER UNION, OR EQUAL.

GATE VALVES (MJ)

- A. RESILIENT-SEATED GATE VALVES MUST BE WEDGE TYPE CONFORMING TO ANSI/AWWA C509, LATEST REVISION, AND UL262 FOR 3-INCH AND LARGER BURIED SERVICE. RESILIENT-SEATED GATE VALVES, WEDGE-TYPE, SHALL HAVE A CAST OR DUCTILE IRON BODY AND BONNET, RUBBER-COATED CAST IRON DISC, MECHANICAL JOINT ENDS, NON-RISING STEM, O-RING SEALS, BRONZE STEM NUT, FLANGED BONNET AND 2-INCH SQUARE OPERATING NUT. ALL FERROUS SURFACES, INTERIOR AND EXTERIOR, SHALL RECEIVE A MINIMUM 8 MIL FUSION-BONDED EPOXY COATING CONFORMING TO AWWA C550, LATEST REVISION.
- B. ALL VALVES MUST BE UL LISTED AND FM APPROVED. AWWA, UL-FM DESIGNATION MUST BE CAST INTO VALVE BODY.
- C. VALVES SHALL BE AS MANUFACTURED BY AMERICAN FLOW CONTROL, MUELLER, CLOW, OR EQUAL.

VALVE STEM EXTENSIONS

- A. WHERE THE DEPTH OF THE VALVE IS SUCH THAT ITS CENTERLINE IS MORE THAN 4 FEET BELOW GRADE, OPERATING EXTENSION STEMS SHALL BE PROVIDED TO BRING THE OPERATING NUT TO A POINT 6 INCHES BELOW THE SURFACE OF THE GROUND AND/OR VALVE BOX COVER. EXTENSION STEMS SHALL HAVE 2-INCH STANDARD OPERATING NUT AND STEEL ALIGNMENT WASHER. EXTENSION STEMS SHALL BE BY THE GENERAL ENGINEERING COMPANY (GENECO), OR EQUAL.

BURIED VALVE IDENTIFICATION TAGS

- A. BURIED VALVES: UNDERGROUND VALVE IDENTIFICATION MARKERS SHALL BE 3-INCH DIAMETER, 1/8-INCH THICK, SOLID HARD BRASS, WITH 1/4-INCH TAMPER-PROOF HOOK-END ROD ANCHOR. SURFACE TO BE ENGRAVED WITH 1/4-INCH TO 3/8-INCH CAPITAL LETTERS, APPROXIMATELY 0.015-INCH DEEP. HAND PUNCHED LETTERING IS NOT ACCEPTABLE SURFACE OF MARKER GROUND SMOOTH AND EPOXY COATED TO PREVENT TARNISHING. MARKERS SHALL BE WAGCO MARKERS OR EQUAL.

TAPPING SLEEVES AND VALVES

- A. TAPPING SLEEVES SHALL BE MECHANICAL JOINT TYPE WITH FLANGED OUTLET, GRADE B OR DUCTILE IRON MEETING ASTM A536 GRADE 65-45-12, LATEST REVISION. OUTLET FLANGE DRILLING SHALL CONFORM TO THE REQUIREMENTS OF ANSI B16.1 CLASS 125, LATEST REVISION. WORKING WATER PRESSURE OF SLEEVE SHALL BE 200 PSI. TEST PLUG TAP SHALL BE PROVIDED IN SLEEVE NECK UNDER FLANGE OUTLET.
- B. TAPPING VALVES SHALL CONFORM TO AWWA C509, LATEST REVISION, RESILIENT SEATED GATE VALVES, EXCEPT AS MODIFIED FOR PASSAGE AND CLEARANCE OF TAPPING MACHINE CUTTERS. THE OPENING THROUGH THE VALVE SHALL BE A MINIMUM 1/4-INCH LARGER THAN NOMINAL VALVE DIAMETER. VALVES SHALL HAVE A FLANGED END TO MEET THE TAPPING SLEEVE. THE OPPOSITE END SHALL BE MECHANICAL JOINT.
- C. TAPPING SLEEVES AND VALVES SHALL BE MANUFACTURED BY AMERICAN FLOW CONTROL, OR EQUAL.
- D. STAINLESS STEEL SLEEVE STYLE CST-EX, EXTRA HEAVY, AS MANUFACTURED BY CASCADE WATERWORKS, MAY BE SUBSTITUTED FOR SPECIFIED DUCTILE IRON SLEEVE.

WATER SERVICE COMPONENTS (SINGLE AND DOUBLE)

- A. ALL COMPONENTS ARE SPECIFIED IN THE STANDARD DETAILS.
- B. 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.

BACKFLOW PREVENTERS (3/4" THROUGH 2")

- A. REDUCED PRESSURE PRINCIPLE TYPE. WATTS REGULATOR MODEL 909S-QT, OR EQUAL.

FIRE HYDRANTS

- A. NOMINAL 5-1/4-INCH MAIN VALVE OPENING WITH 6-INCH BOTTOM CONNECTIONS. EQUIP WITH TWO (2) 2-1/2-INCH HOSE NOZZLES AND ONE (1) 4-1/2-INCH PUMPER NOZZLE. OPERATING NUT SHALL BE 1-1/2-INCH NATIONAL STANDARD PENTAGON NUT. THE MAIN VALVE SHALL BE EQUIPPED WITH O-RING SEALS AND SHALL OPEN WHEN TURNED TO THE LEFT (COUNTERCLOCKWISE). HYDRANTS SHALL BE OF THE BREAK-FLANGE OR SAFETY-TOP TYPE. HYDRANTS SHALL CONFORM TO AWWA C502, LATEST REVISION, AND THIS SPECIFICATION. THE DEPTH OF BURY SHALL BE AS SHOWN. NOZZLE THREADS SHALL BE AMERICAN NATIONAL STANDARD. THE INLET CONNECTION SHALL BE MECHANICAL JOINT.

B. HYDRANTS SHALL BE:

1. MUELLER CENTURION, MODEL A-423

FIRE HYDRANT PAINT

- A. HYDRANTS SHALL BE THOROUGHLY CLEANED AND PAINTED IN ACCORDANCE WITH ANSI/AWWA C502, SECTION 4.2, PAINTING, LATEST REVISION.

1. PRIVATE HYDRANTS SHALL BE PAINTED RED ABOVE THE GROUND LINE.
2. VILLAGE HYDRANTS SHALL BE PAINTED RED ABOVE THE GROUND LINE.

WATER DISTRIBUTION/FIRE SYSTEM COMPONENT PAINTING

- A. ALL EXPOSED WATER DISTRIBUTION SYSTEM COMPONENTS SHALL BE SHOP PRIMED AS SPECIFIED HEREIN AND FINISH COATED AS FOLLOWS:

SURFACE PREPARATION:	PIPING, FITTINGS, AND VALVES SHALL BE SHOP PRIMED (SHOP PRIMED) APPLICABLE SPECIFICATIONS.
SURFACE PREPARATION (EXISTING):	REMOVE ALL DIRT, OIL, GREASE, CHEMICALS BY HIGH PRESSURE WATER BLASTING. REMOVE ALL RUST AND LOOSE DAMAGED PAINT BY ABRASIVE BLAST CLEANING PER SSPC-SP7 (BRUSH OFF BLAST) OR BY SSPC-SP2 AND 3 HAND & POWER TOOL CLEANING.
SPOT PRIME:	SPOT PRIME ALL BARE METAL AREAS WITH AN EPOXY MASTIC (TNE MEC SERIES 135, CHEMBUILD) AT 5.0 MILS DFT.
PRIME COAT:	EPOXY MASTIC (TNE MEC SERIES 135, CHEMBUILD) 5.0 MILS DFT.
SEALANT:	APPLY SINGLE COMPONENT SEALANT AT LOCATIONS WHERE TWO PIECES OF STEEL OVERLAP, BETWEEN FLANGES, AT BOLTS, ETC.
TOP COAT:	POLYURETHANE (TNE MEC SERIES 73 ENDURA-SHIELD), 3.0 MILS DFT.
MDFT:	8.0 MILS FOR THE TWO (2) COAT SYSTEM.

- B. DO NOT PAINT EXPOSED STAINLESS STEEL, THREADS, ALUMINUM OR BRASS.

- C. COLOR CODING SHALL BE AS FOLLOWS:

LOCATION OR COMPONENT	GENERIC COLOR	TNE MEC COLOR DESIGNATION
ABOVE GRADE DOMESTIC WATER SERVICE COMPONENTS	BLUE	SC06

WASTEWATER COLLECTION SYSTEM

PRECAST CONCRETE MANHOLE

- A. PRECAST MANHOLES SHALL CONSIST OF A PRECAST REINFORCED BASE, CAST MONOLITHICALLY WITH A MINIMUM 4 FOOT BARREL SECTION, ADDITIONAL BARREL SECTIONS AND ROOF SLABS OR ECCENTRIC MANHOLE CONES. PRECAST MANHOLES SHALL CONFORM TO THE DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS WITH ALL NECESSARY OPENINGS FOR SEWER PIPE AND CASTINGS.
- B. PRECAST CONCRETE MANHOLES SHALL CONFORM TO THE REQUIREMENTS OF ASTM C478, LATEST REVISION, EXCEPT THE MINIMUM WALL THICKNESS SHALL BE 8 INCHES MINIMUM.
- C. JOINTS SHALL BE OF SUCH DESIGN AS WILL PERMIT EFFECTIVE JOINTING BY USING A CONTINUOUS ROUND COMPRESSION RING OF ELASTOMERIC MATERIAL. THE COMPRESSION RING SHALL BE UNIFORMLY COMPRESSED IN AN ANNULAR SPACE BETWEEN THE JOINING SURFACES TO FORM A CLOSING SEAL WHICH WILL BE, AND WILL REMAIN, WATERTIGHT.
- D. PRECAST SANITARY SEWER MANHOLE SECTIONS SHALL BE PROTECTIVELY COATED AS SPECIFIED HEREIN UNDER MANHOLE COATINGS (INTERIOR) AND MANHOLE COATINGS (EXTERIOR).
- E. MANHOLE STEPS SHALL NOT BE PROVIDED.
- F. WHERE REQUIRED, INTERIOR DROP CHANNELS AND CONNECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD DETAILS.

REVISIONS					REMARKS	BY
NO.	DATE	NO.	DATE	NO.		

ADAM SWANEY, P.E.
NO. 72235

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
GENERAL NOTES (1 OF3)



1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561) 955-1151 • FAX (561) 932-9380
WWW.ENGEUTYGROUP.COM
CERTIFICATE OF AUTHORIZATION #7095

DATE:	MARCH 2022	STAFF:	ACS
DRAWN BY:	PROJECT ENG	PROJECT MGR	ACS
CHECKED			LT
SHEET NO.		20	
18		JOB NO.	
		6001.40	

DUCTILE IRON PIPE AND FITTINGS EXPOSED TO SUNLIGHT

- A. HIGH-BUILD EPOXY INTERMEDIATE COAT WITH SHOP APPLIED INORGANIC ZINC PRIME COAT AND PIGMENTED POLYURETHANE FINISH COAT.
- B. SURFACE PREP: SOLVENT CLEAN SHOP APPLIED PRIME COAT PER SSPC-SP1 TO REMOVE CONTAMINANTS.
- C. COATING SYSTEM: SHOP APPLIED PRIME COAT - TNEMEC SERIES 90-97 AT 3 MILS DFT.
INTERMEDIATE COAT - TNEMEC SERIES 104 AT 5 MILS.
FINISH COAT - TNEMEC SERIES 740 AT 2 MILS.

ALUMINUM IN CONTACT WITH CONCRETE COATING

- A. ALL ALUMINUM SURFACES TO BE IN CONTACT WITH CONCRETE SHALL BE COATED WITH TWO COATS OF AN APPROVED 100% SOLIDS COAL TAR EPOXY (BITUMASTIC 50).

CHECK VALVES

- A. CHECK VALVES SHALL BE IN ACCORDANCE WITH AWWA C508.
- B. CHECK VALVES SHALL BE LEVER AND WEIGHT, FULL PORT, FUSION BONDED EPOXY INSIDE AND OUTSIDE, STAINLESS STEEL BODY SEAT.
- C. ALL EXPOSED NUTS, BOLTS, SPRINGS AND WASHERS SHALL BE 300 SERIES STAINLESS STEEL. VALVES SHALL HAVE A MINIMUM PRESSURE RATING OF 150 PSI. VALVES SHALL BE BY DEZURIK, OR APPROVED EQUAL.
- D. ALL INTERIOR AND EXTERIOR FERROUS SURFACES SHALL BE EPOXY COATED. EPOXY COATINGS SHALL BE COMPATIBLE FOR SERVICE FLUID AS APPLICABLE. EPOXY COATING APPLICATION SHALL BE MANUFACTURER'S STANDARD UNLESS OTHERWISE SPECIFIED.

PRESSURE GAUGES WITH ISOLATION

- A. SHALL BE INSTALLED WITH A DOUBLE STRAP SERVICE SADDLE AND ISOLATION PETCOCKS.
- B. SHALL BE PROVIDED WITH A 4" DIAMETER FACE PRESSURE GAUGE, WHICH SHALL BE AN OIL-FILLED GAUGE.
- C. GAUGES SHALL BE EQUIPPED WITH A STAINLESS STEEL DIAPHRAM TO PRECLUDE WASTEWATER FROM ENTERING THE MECHANISM.

FLANGED COUPLING ADAPTER

- A. EBAA IRON OR APPROVED EQUAL WITH STAINLESS STEEL BOLTS.

QUICK CONNECT COUPLING

- A. COUPLING SHALL BE 4" FLANGED ADAPTER "AUTOLOK SERIES" WITH DUST CAP OR APPROVED EQUAL.

FLUSHING, TESTING, AND DISINFECTION

FORCE MAIN TESTING

FORCE MAINS SHALL BE TESTED IN ACCORDANCE WITH AWWA STANDARD C600 LATEST REVISION.

- #### A. HYDROSTATIC TESTS:

1. AFTER A NEW FORCE MAIN HAS BEEN LAID AND BACKFILLED, IT SHALL BE PUMPED TO A PRESSURE OF 150 PSI AND ALL VISIBLE LEAKS STOPPED BY APPROVED METHODS. DURING THE TEST, THE PRESSURE CANNOT DROP MORE THAN 5 PSI BELOW THE STARTING PRESSURE POINT.
2. A LEAKAGE TEST SHALL THEN BE CONDUCTED AT THE ABOVE MENTIONED PRESSURE AND NO INSTALLATION WILL BE ACCEPTABLE BY THE VILLAGE UNTIL THE LEAKAGE IS LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = (S \times DX \sqrt{P}) / 148,000$$

IN WHICH L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR; S IS THE LENGTH OF LINE IN FEET BEING TESTED; D IS THE NOMINAL DIAMETER OF THE PIPE IN INCHES; AND P IS THE AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST IN POUNDS PER SQUARE INCH. THE TEST IS USUALLY MAINTAINED FOR TWO HOURS BUT IT MAY BE CONTINUED FOR ONE ADDITIONAL HOUR IF IT BECOMES APPARENT THAT THE LEAKAGE IS EQUAL TO OR GREATER THAN THE AMOUNT ALLOWABLE. WATER SUPPLIED TO THE MAIN DURING THE TEST TO MAINTAIN THE REQUIRED PRESSURE SHALL BE MEASURED BY A 5/8-INCH METER BEING INSTALLED ON THE DISCHARGE SIDE OF THE TEST PUMP OR BY PUMPING FROM

A CALIBRATED CONTAINER.

3. THE SECTION OF MAIN BEING TESTED SHALL BE LIMITED TO A MAXIMUM LENGTH OF 2000 . WHEN TESTING AGAINST CLOSED VALVES, AN ADDITIONAL LEAKAGE PER CLOSED VALVE OF 0.0078 GAL/HR/IN, OF NOMINAL VALVE SIZE SHALL BE ALLOWED. ANY QUESTIONS PERTAINING TO PROCEDURES USED DURING THE TEST SHALL BE DIRECTED TO THE VILLAGE.

GRAVITY SEWER MAIN TESTING

- ### A. INFILTRATION, EXFILTRATION GRAVITY SEWER MAIN LINE

1. THE ALLOWABLE LIMITS OF INFILTRATION OR EXFILTRATION FOR THE ENTIRE SYSTEM, OR ANY PORTION THEREOF, SHALL NOT EXCEED A RATE OF 5 GALLONS PER INCH OF INSIDE PIPE DIAMETER PER MILE OF PIPE PER 24 HOURS. NO ADDITIONAL ALLOWANCE WILL BE MADE FOR HOUSE SERVICE LINES. THE ALLOWABLE LIMITS OF INFILTRATION OR EXFILTRATION OF MANHOLES SHALL NOT EXCEED A RATE OF FOUR GALLONS PER MANHOLE PER 24 HOURS.
2. ANY PART OR ALL OF THE SYSTEM MAY BE TESTED FOR INFILTRATION OR EXFILTRATION, AS DIRECTED BY THE VILLAGE. PRIOR TO TESTING FOR INFILTRATION, THE SYSTEM SHALL BE PUMPED OUT SO THAT NO INFILTRATION CONDITIONS EXIST AT THE TIME OF TESTING.
3. THE EXFILTRATION TEST WILL BE CONDUCTED BY FILLING THE PORTION OF THE SYSTEM BEING TESTED WITH WATER TO A LEVEL EQUAL TO THE LOWEST PART OF THE MANHOLE FRAME.
4. TESTS SHALL BE CONDUCTED ON PORTIONS OF THE SYSTEM NOT EXCEEDING THREE MANHOLE RUNS OR MAXIMUM OF 1200 (FEET) WHICHEVER IS GREATER UNLESS OTHERWISE DIRECTED BY THE VILLAGE. TESTS SHALL BE RUN CONTINUOUSLY FOR TWO HOURS.
5. WHERE INFILTRATION OR EXFILTRATION EXCEED THE ALLOWABLE LIMITS SPECIFIED HEREIN, THE DEFECTIVE PIPE, JOINTS, OR OTHER FAULT CONSTRUCTION SHALL BE LOCATED AND REPAIRED BY THE CONTRACTOR. IF THE DEFECTIVE PORTIONS CANNOT BE LOCATED, THE CONTRACTOR SHALL REMOVE AND RECONSTRUCT AS MUCH OF THE WORK AS IS NECESSARY IN ORDER TO CONFORM TO THE SPECIFIED ALLOWABLE LIMITS.
6. THE CONTRACTOR, AT NO EXPENSE TO THE VILLAGE, SHALL PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS AND SHALL CONDUCT ALL TESTING REQUIRED, UNDER THE DIRECTION OF THE VILLAGE.

- ## B. AIR TESTING

1. AIR TESTING IS A METHOD OF TESTING THE INTEGRITY OF THE PIPELINE AND THE STRUCTURES THAT MAY BE USED IN LIEU OF THE METHOD PRESCRIBED IN PARAGRAPH A. (ABOVE). ALSO, THE VILLAGE MAY DIRECT THE USE OF AIR TESTING UNDER CERTAIN CIRCUMSTANCES.
2. TESTING PROCEDURES SHALL BE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS. THE RESULTS OF THE TESTING WILL BE EVALUATED BY CALCULATING THE ALLOWABLE TIMES IN ACCORDANCE WITH CHARTS CREATED BY THE VILLAGE.
3. AT THE START OF THE TEST, THE PIPELINES ARE STABILIZED BY PUMPING THE LINES WITH AIR TO ACHIEVE A CONSTANT TEST PRESSURE (FOR PIPING ABOVE THE GROUND WATER TABLE, IT IS NECESSARY TO ACHIEVE A CONSTANT 3.5 PSI; DO NOT EXCEED 5 PSI). MAINTAIN THE TEST PRESSURE FOR 5 MINUTES AND DO NOT PERMIT THE PRESSURE TO DROP MORE THAN 0.5 PSI BELOW THE TEST PRESSURE.
4. THE TEST PERIOD BEGINS WHEN THE PRESSURE IS ADJUSTED TO EXACTLY 3.5 PSI (FOR PIPING ABOVE THE WATER TABLE) AND THE PRESSURE SUPPLY IS SHUTOFF. WHEN THE PRESSURE BLEEDS TO 3.0 PSI, START THE TEST TIMING. STOP THE TIME WHEN THE PRESSURE BLEEDS TO 2.5 PSI. DETERMINE THE TIME DIFFERENTIAL AND COMPARE IT TO THE APPLICABLE CHARTS (WHEN CALCULATING THE ALLOWABLE TIMES).
5. IF THE BLEED DOWN TIME EXCEEDS THE ALLOWABLE TIME PER THE CHART, THEN THE LINE PASSES. IF THE LINE REACHES 2.5 PSI PRIOR TO REACHING THE ALLOWABLE TIME, THEN IT FAILS.
6. FOR PIPING THAT IS BELOW THE WATER TABLE, THE ABOVE PROCEDURES ARE THE SAME, EXCEPT THAT ALL PRESSURES SHALL BE ADJUSTED (+) 0.433 PSI/FT BELOW THE WATER TABLE.

VISUAL INSPECTION GRAVITY SEWER MAIN LINES

- A. ON COMPLETION OF EACH BLOCK OR SECTION OF GRAVITY SEWER, OR SUCH OTHER TIMES AS THE VILLAGE MAY DIRECT, THE BLOCK OR SECTION OF SEWER IS TO BE CLEANED, TESTED AND INSPECTED. EACH SECTION OF THE SEWER IS TO SHOW, IN EXAMINATION (LAMPING) FROM EITHER END, A FULL CIRCLE OF LIGHT BETWEEN MANHOLES. EACH MANHOLE OR OTHER APPURTENANCE TO THE SYSTEM, SHALL BE OF THE SPECIFIED SIZE AND FORM, BE WATER TIGHT, NEATLY AND SUBSTANTIALLY

CONSTRUCTED, WITH THE TOP SET PERMANENTLY TO EXACT POSITION AND GRADE. ALL REPAIRS SHOWN NECESSARY BY THE INSPECTION ARE TO BE MADE; BROKEN OR CRACKED PIPE REPLACED; ALL DEPOSITS REMOVED AND THE SEWERS LEFT TRUE TO LINE AND GRADE ENTIRELY CLEAN AND READY FOR USE.

VIDEO INSPECTION GRAVITY SEWER MAIN LINES

- A. AFTER ALL OTHER TESTING HAS BEEN SUCCESSFULLY COMPLETED, A VIDEO INSPECTION OF ALL LINES SHALL BE COMPLETED BY CONTRACTOR. ANY DEFECTIVE WORK OR NECESSARY CORRECTIONS FOUND DURING THIS INSPECTION MUST BE CORRECTED BY THE CONTRACTOR, AT HIS EXPENSE, BEFORE THE LINES CAN BE ACCEPTED FOR OPERATION AND MAINTENANCE BY THE VILLAGE. ALL MUD, SAND, DEBRIS AND OTHER DEPOSITS SHALL BE REMOVED BY APPROVED METHODS PRIOR TO TV INSPECTION.
- B. REVIEW AND APPROVAL OF THE VIDEO MUST BE COMPLETED BY VILLAGE PERSONNEL.
- C. THE PERCENT OF STANDING WATER AT A SAG IN A SEWER MAIN WILL DETERMINE IF THE PIPE IS ACCEPTABLE OR NOT.

1. SAGS THAT MAKE UP 5% OR LESS OF THE PIPE AREA ARE APPROVED.
2. SAGS THAT ARE BETWEEN 5-10% OF THE PIPE AREA ARE AT THE DISCRETION OF THE VILLAGE TO ACCEPT OR REJECT.
3. SAGS THAT ARE MORE THAN 10% OF THE PIPE AREA ARE UNACCEPTABLE AND SHOULD BE REJECTED UNLESS JUSTIFIED BY THE ENGINEER OF RECORD TO THE VILLAGE. ACCEPTANCE IS NOT FINAL UNTIL AGREED TO BY THE VILLAGE. A LETTER OF CREDIT OR A PERFORMANCE BOND WILL BE REQUIRED FOR SAGS SUCH AS THIS; WARRANTY EXTENSIONS WITHOUT THIS PROTECTION ARE NOT ACCEPTABLE.

TESTING BACKFILL

- #### A. COMPACTION AND DENSITIES TESTING

METHODS OF CONTROL AND TESTING OF BACKFILL CONSTRUCTION TO BE EMPLOYED IN THIS WORK ARE:

1. MAXIMUM DENSITY OF ALL BACKFILL MATERIAL SHALL BE DETERMINED BY ASSHTO T-180 (ASTM D 1557).
2. LABORATORY AND FIELD DENSITY TESTS, WHICH, IN THE OPINION OF THE VILLAGE ARE NECESSARY TO ESTABLISH COMPLIANCE WITH THE COMPACTION REQUIREMENTS OF THESE SPECIFICATIONS, SHALL BE MADE AT SUCH DEPTHS AND LOCATIONS AS SELECTED BY THE VILLAGE.
3. TRENCH BACKFILL WHICH DOES NOT COMPLY WITH THE SPECIFIED DENSITIES, AS INDICATED BY SUCH TESTS, SHALL BE REWORKED AND RECOMPACTED UNTIL THE REQUIRED COMPACTION IS SECURED, AT NO ADDITIONAL COST TO THE VILLAGE.
4. THE FIRST TEST SHALL BE 12" ABOVE THE TOP OF PIPE OR THE WATER TABLE, AND IN 6' LIFTS THEREAFTER.
5. BACKFILL TESTING FEES SHALL BE PAID BY CONTRACTOR (TESTING LAB SHALL BE APPROVED BY VILLAGE).

DATE:		MARCH 2022	
DRAWN BY:		STAFF	
PROJECT ENG		ACS	
PROJECT MGR		ACS	
CHECKED		LT	
SHEET NO.		20	
JOB NO.		6001.40	

REVISIONS					
	NO.	DATE	REMARKS	BY	

ADAM SWANEY, P.E.

PALM SPRINGS
LIFT STATION REHABILITATION
PALM BEACH COUNTY, FLORIDA
GENERAL NOTES (3 OF 3)

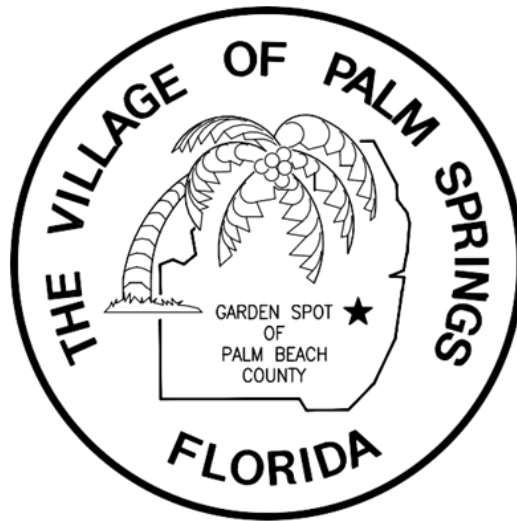


CERTIFICATE OF AUTHORIZATION #7095

CONTRACT DOCUMENTS

Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven

BID NO.: 2022B-008



VILLAGE OF PALM SPRINGS FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT:

BID SET



1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FL 33409
PH. (561) 655-1151

PROJ NO: 6001.40
DATE: April 18, 2022

SECTION 00020

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**VILLAGE OF PALM SPRINGS
PALM SPRINGS, FL
ITB NO. 2022-008
LIFT STATION REHABILITATION – FLORIDA MANGO, WATERSIDE & WOODHAVEN**

ADVERTISEMENT FOR BIDS

Sealed Bids for the **Rehabilitation of Florida Mango, Waterside, and Woodhaven Lift Stations** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 p.m.** local time on **June 14, 2022**. At **2:30 p.m.** all Bids received will be publicly opened and read. The Project consists of the rehabilitation of the Florida Mango, Waterside, and Woodhaven Lift Stations.

Bidding Documents may be viewed and downloaded online at <http://www.demandstar.com> or contact in writing the Procurement Specialist at procurement@vpsfl.org. Hard copies of bidding documents may be obtained from Engenuity Group, Inc. on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.** Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non-refundable charge of **\$42.00**, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Engenuity Group, Inc. 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 **\$75.00** per set, payable to "Engenuity Group, Inc." (Black & White only).

A virtual pre-bid conference will be held at **2:00 p.m.** local time on **May 26, 2022**, via GoToMeeting. Attendance at the pre-bid conference is not mandatory.

Non-Mandatory Pre-Bid Conference – May 26, 2022, at 2:00 p.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://attendee.gotowebinar.com/register/3621700465212221452>
Web ID# 173-109-939
- Phone: United States +1 (914) 614-3221 Web ID# 284-108-686

Bid Opening – June 14, 2022, at 2:30 p.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://attendee.gotowebinar.com/register/6297345518730764303>
Web ID# 344-379-787
- Phone: United States +1 (213) 929-4212 Web ID# 219-002-763

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Procurement Specialist at procurement@vpsfl.org. Questions, and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **June 3, 2022**, at **5:00 p.m.** 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**

Publication: **DemandStar, Lake Worth Herald, and Village of Palm Springs website**

Date: **May 12, 2022**

+ + END OF ADVERTISEMENT FOR BIDS + +

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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 construction or rehabilitation of lift stations with similar capacity.

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.

NOTE(S) TO USER:

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: Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven

Bid Number: 2022B-008

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 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):

FLORIDA MANGO LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$_____	\$_____
2	Demolition	LS	1	\$_____	\$_____
3	Excavation	CY	10	\$_____	\$_____
4	Grading	SY	30	\$_____	\$_____
5	Gas Generator	LS	1	\$_____	\$_____
6	6" Concrete Pad	SF	50	\$_____	\$_____
7	8" Compacted Subgrade	SF	50	\$_____	\$_____
8	Gas Service to Generator (by others)	LS	1	\$_____	\$_____
9	8" DIP Force Main	LF	10	\$_____	\$_____
10	Connect to Existing Force Main	LS	1	\$_____	\$_____
11	6" Valve Pit Top Slab w/ H2O Rated Aluminum Frame and Cover	EA	1	\$_____	\$_____
12	6" Flanged Check Valve	EA	2	\$_____	\$_____
13	6" Flanged Plug Valve	EA	2	\$_____	\$_____
14	6" Flanged Coupling with Kam Lock and Dust Cap	EA	1	\$_____	\$_____

15	Fittings	TN	0.4	\$_____	\$_____
16	Pressure Gauge Assembly	EA	1	\$_____	\$_____
17	2" DWV P-Trap Assembly	EA	1	\$_____	\$_____
18	4" DIP Vent with Screen Assembly	EA	1	\$_____	\$_____
19	Coatings for Structures and Piping	LS	1	\$_____	\$_____
20	10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover	EA	1	\$_____	\$_____
21	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$_____	\$_____
22	Conduit, F&I, 2" PVC	LF	125	\$_____	\$_____
23	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	250	\$_____	\$_____
24	ELECTRICAL RACK, 3P-100A-480V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$_____	\$_____
25	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$_____	\$_____
26	NEW RTU PANEL & INSTRUMENTATION	LS	1	\$_____	\$_____
27	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$_____	\$_____
28	FPL Service Connection Charge	LS	1	\$_____	\$_____
29	Clear & Grub	LS	1	\$_____	\$_____
30	Landscape Restoration	LS	1	\$_____	\$_____

Florida Mango Lift Station Subtotal Bid Amount **\$_____**

WATERSIDE LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u>	<u>Bid Unit</u>	<u>Bid Price</u>
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			<u>Quantity</u>	<u>Price</u>	
1	Mobilization	LS	1	\$_____	\$_____
2	Demolition	LS	1	\$_____	\$_____
3	Excavation	CY	10	\$_____	\$_____
4	8" Compacted Subgrade	SY	20	\$_____	\$_____
5	6" Concrete Pad	SY	20	\$_____	\$_____
6	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	55	\$_____	\$_____
7	4" DIP Gravity Sewer	LF	3	\$_____	\$_____
8	Finish Grading	SY	20	\$_____	\$_____
9	8" DIP Gravity Sewer	LF	3	\$_____	\$_____
10	Coatings for Structures and Pipes	LS	1	\$_____	\$_____
11	10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover	EA	1	\$_____	\$_____
12	6" Valve Vault Top Slab with Medium Duty Aluminum Frame and Cover	EA	1	\$_____	\$_____
13	4" Flanged Check Valve	EA	2	\$_____	\$_____
14	4" Flanged Coupling with Kam Lock and Dust Cap	EA	1	\$_____	\$_____
15	4" Flanged Plug Valve	EA	2	\$_____	\$_____
16	Fittings	TN	0.25	\$_____	\$_____
17	Pressure Gauge Assembly	EA	1	\$_____	\$_____
18	2" DWV P-Trap Assembly	EA	1	\$_____	\$_____

19	4" DIP Vent with Screen Assembly	EA	1	\$_____	\$_____
20	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$_____	\$_____
21	Remove and Replace Existing Backflow Preventer	EA	1	\$_____	\$_____
22	PVC Water Connection	LF	10	\$_____	\$_____
23	CONDUIT, F&I, 2" PVC	LF	125	\$_____	\$_____
24	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	250	\$_____	\$_____
25	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$_____	\$_____
26	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$_____	\$_____
27	NEW RTU PANEL & INSTRUMENTATION	LS	1	\$_____	\$_____
28	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$_____	\$_____
29	FPL Service Connection Charge	LS	1	\$_____	\$_____
30	Clear & Grub	LS	1	\$_____	\$_____
31	Landscape Restoration	LS	1	\$_____	\$_____

Waterside Lift Station Subtotal Bid Amount \$_____

WOODHAVEN LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$_____	\$_____
2	Demolition	LS	1	\$_____	\$_____

3	Excavation	CY	10	\$_____	\$_____
4	8" Compacted Subgrade	SY	30	\$_____	\$_____
5	6" Concrete Pad	SY	30	\$_____	\$_____
6	Connect to Existing Force Main	LS	1	\$_____	\$_____
7	Finish Grading	SY	30	\$_____	\$_____
8	Coatings for Structures and Pipes	LS	1	\$_____	\$_____
9	10" Wet Well Top Slab with Medium Duty Aluminum Frame and Cover	EA	1	\$_____	\$_____
10	6" Valve Vault Top Slab with Medium Duty Aluminum Frame and Cover	EA	1	\$_____	\$_____
11	4" Flanged Coupling with Kam Lock and Dust Cap	EA	1	\$_____	\$_____
12	4" Flanged Check Valve	EA	2	\$_____	\$_____
13	4" Flanged Plug Valve	EA	2	\$_____	\$_____
14	Fittings	TN	0.25	\$_____	\$_____
15	Pressure Gauge Assembly	EA	1	\$_____	\$_____
16	2" DWV P-Trap Assembly	EA	1	\$_____	\$_____
17	4" DIP Vent with Screen Assembly	EA	1	\$_____	\$_____
18	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$_____	\$_____
19	CONDUIT, F&I, 2" PVC	LF	125	\$_____	\$_____
20	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	250	\$_____	\$_____

21	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$_____	\$_____
22	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$_____	\$_____
23	NEW RTU PANEL & INSTRUMENTATION	LS	1	\$_____	\$_____
24	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$_____	\$_____
25	FPL Service Connection Charge	LS	1	\$_____	\$_____
26	Clear & Grub	LS	1	\$_____	\$_____
27	Landscape Restoration	LS	1	\$_____	\$_____

Woodhaven Lift Station Subtotal Bid Amount \$_____

TOTAL OF ALL BID PRICES \$_____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 180 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 210 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

- F. Contractor's License No.: [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- 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*):

Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

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:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

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.

	<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(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:

	<u>Cost</u>
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:

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: _____

☐ 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:

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: _____

EJCDC® C-451, Qualifications Statement.

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and American Society of Civil Engineers. All rights reserved.

***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.

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):

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.

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.

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:				

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:				

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:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
----------------	--	---	-----------------------------	---------------	---------------

(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: _____



NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Task Order No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

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: Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Engenuity Group Inc.
- 3.02 The Owner has retained Engenuity Group Inc. ("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 180 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 210 days after the date when the Contract Times commence to run.

Liquidated Damages

- B. 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 \$ 1,000.00 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 \$ 500.00 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.

4.03 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):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

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.

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. General Conditions (pages 1 to 72, inclusive).
 - 5. Supplementary Conditions (pages 1 to 10, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 20 sheets with each sheet bearing the following general title: Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages ■■■ to ■■■, inclusive).
- 10. 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 Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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 than 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 Statutes, 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:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.: _____
(where applicable)



NOTICE TO PROCEED

Owner: Village of Palm Springs

Owner's Task Order No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED].

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:

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

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

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.

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.

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:

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:

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

SURETY

(seal)

Contractor's Name and Corporate Seal

(seal)

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

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.

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.

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:

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



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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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

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.

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.

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.

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.

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

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

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,

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.

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.

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.

- 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

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.

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,

- 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

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.

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.

- 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.

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

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).

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

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.

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).

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.

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

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 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

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.

- 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 consider 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

- 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.

- 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.

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

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;

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

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

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.

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.

- 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

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.

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.

- 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.

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

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.

- 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

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

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

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.

- 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

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

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

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, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 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.

- 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.

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

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.

- 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

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:

- 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

- 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

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.

- 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

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,

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.

- 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,

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 (2) 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

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.

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.

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 – PRELIMINARY MATTERS

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*

[NOTE TO USER: If a geotechnical report was used, use the following version of SC-5.03:]

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:
 - 1. Report dated MONTH DAY, YEAR, prepared by _____, entitled: "REPORT NAME", consisting of _____ pages.
- E. Copies of these reports and drawings itemized in SC 5.03.C that are not included with the Bidding Documents may be examined at the Engineer's office during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer and Engineer's Consultants in the preparation of Drawings and Specifications.

[NOTE TO USER: If a geotechnical report was NOT used, use the following version of SC-5.03:]

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 paragraph 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, 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.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.



Application For Payment
Change Order Summary

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	Date:

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 4

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Palm Springs
Contractor:
Engineer:
Project:

Owner's Task Order No.:
Contractor's Project No.:
Engineer's Project No.:

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: _____	By: _____	By: _____		By: _____	
(Authorized signature)	Owner (Authorized Signature)			Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____		Title: _____	
Date: _____	Date: _____	Date: _____		Date: _____	



Work Change Directive No.

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

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:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

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.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

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 <i>[note changes in Milestones if applicable]</i>
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:

Engineer (if required)

By:

Owner (Authorized Signature)

By:

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.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

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: _____	By: _____	By: _____	By: _____
Engineer (Authorized Signature)		Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____

Copy to: Owner



Allowance Release No. _____

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

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: _____
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: _____
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: _____

TO: _____ **TASK ORDER #:** 294

_____ **STARTED:** _____

_____ **COMPLETED:** _____

_____ **REQUIRED:** _____

REQUEST:

Requested By: _____ **Date:** _____

Signed By: _____

Print Name: _____

ANSWER:

Answered By: _____ **Date:** _____

Signed By: _____

Print Name: _____



CAPITAL IMPROVEMENT PROJECT DETAIL

Task # 233
PROJECT # TO#00233

Project Name: 2018 Lift Station Rehabilitation
Department: Utilities
Location: Utilities - Lift Stations

Project Manager: P Ward
Original Plan Date: FY19

DESCRIPTION / JUSTIFICATION:

A typical Village sewage lift station is comprised of above ground features including an electrical panel, a control panel and a transmitter unit; plus a valve pit and wet well which are located below ground. The wet well is a corrosive environment because the sewage coming into the wet well often releases a certain amount of hydrogen sulfide gas which, when combined with water, becomes sulfuric acid. Lift stations are built from materials to maximize their life, but over time exposure to the elements and corrosion create a need for them to be rehabilitated in order to maintain their reliability and efficiency. Rehabilitation involves replacing deteriorated components, repairing any faults in the wet well walls, and updating any components which may be outmoded. Rehabilitation maintains good customer service by minimizing the potential for lift station failure and sewage overflows.



PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY23	FY24	FY25	FY26	FY27	FY28	TOTAL
Land/Easement Acquisition							-
Architectural Services							-
Engineering & Planning							-
Construction	750,000						750,000
Equipment							-
Improvement (utility, lighting)							-
Other (Specify)							-
TOTAL PROJECT COSTS	750,000	-	-	-	-	-	750,000

SOURCES OF FUNDS:	FY23	FY24	FY25	FY26	FY27	FY28	TOTAL
Grant Funding (Grant Name)							-
General Fund - Public Works (01441)							-
Water & Sewer Enterprise Fund (41336)	750,000						750,000
Stormwater Enterprise Fund (42338)							-
Unfunded							-
TOTAL PROJECT REVENUE	750,000	-	-	-	-	-	750,000

OPERATIONAL IMPACT

Note: No additional operating costs are expected as a result of this project.

OPERATIONAL IMPACT	FY23	FY24	FY25	FY26	FY27	FY28	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	FY23	FY24	FY25	FY26	FY27	FY28	TOTAL
Water & Sewer Enterprise Fund (41336)							-
Total	-	-	-	-	-	-	-

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, parks and recreation programs enhance our quality of life by contributing to a healthy lifestyle, community building, economic development and environmental sustainability; and

WHEREAS, parks and recreation programs boost the economy, attract new business, and increase tourism; and

WHEREAS, Florida is home to more than 175 state parks, trails and historic sites that inspire residents and visitors with recreational opportunities and scenic beauty that create personal connections and experiences which help strengthen families, educate children and support local economies; and

WHEREAS, the Florida Park Service is the proud recipient of three National Gold Medals for Excellence in Park and Recreation Management, making Florida America's only three-time Gold Medal winner; and

WHEREAS, our parks and trails ensure ecological beauty, provide space to enjoy nature, help maintain clean air and water, and preserve plant and animal wildlife; and

WHEREAS, local, state and national parks located within the State of Florida contribute to the overall quality of life enjoyed by residents of and visitors to our state.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim **JULY 2022** as:

"Parks and Recreation Month in Palm Springs"



*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*
Mayor Beverly Smith

Date July 21, 2022



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Public Service

ITEM Resolution No. 2022-27 - Garbage Non Ad-Valorem Assessment Rates - FY 2023
#13:

SUMMARY: The Council originally established the uniform method for collecting garbage, trash and recyclables services on the Palm Beach County Tax Notices in February 2008 (Resolution No. 2008-17). The approved Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

As required by state law, an advertisement was placed in a local newspaper (in accordance with state law) noticing the public of the proposed fees and that a public hearing would be held to consider the proposed fees. To date, the Village has not received any calls and/or inquiries regarding the new fees.

The proposed Resolution would establish the Non Ad-Valorem rates for garbage based on the cost of collection and disposal at that time. The Village's costs have continued to increase annually because of a cost of living increase, and, most recently, the new contract with Waste Pro includes a 9% increase that went into effect as of April 2022. In April 2023, the rates are projected to increase another 9%. The Village has not increased its garbage rates since 2015. In an effort to assist with the reduced administrative margin to offset staff costs.

The proposed annual rates are:

	Annual Rate
Single Family Homes	\$201.00
Multi-Family Homes	\$125.50
Mobile Homes	\$125.50

This was advertised in the Lake Worth Herald on July 1, 2022, and the Palm Beach Post on July 2, 2022.

FISCAL IMPACT:

The projected total annual revenue that the Village would assess, if approved, is expected to be \$1,531,010.40 (which is at a 96% collection rate).

ATTACHMENTS:

1. Resolution No. 2022-27 Non Ad Valorem Garage Rates

RESOLUTION NO. 2022-27

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A PRELIMINARY NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2022/2023, SO AS TO PROVIDE A UNIFORM METHOD FOR COLLECTING A NON-AD VALOREM ASSESSMENT FOR GARBAGE, TRASH AND RECYCLABLES COLLECTION SERVICES AND RELATED SERVICES ON THE PALM BEACH COUNTY TAX NOTICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs previously adopted Resolution No. 2008-17 on February 14, 2008, stating the intent of the Village to use the Uniform Method of Collecting a Non-Ad Valorem Assessment for garbage, trash and recyclables collection services and other related services for all parcels within the incorporated boundaries of the Village and to include all future annexation of properties into the future during the effective time of the resolution; and

WHEREAS, the Village Council adopted Resolution No. 2008-61 on July 24, 2008, establishing preliminary assessment roll rates for fiscal year 2008-2009, and has adopted a corresponding resolution each July for the preliminary assessment roll rates for that upcoming fiscal year; and

WHEREAS, after Public Hearing, the Village Council has determined a need to adopt a preliminary non-ad valorem assessment roll for fiscal year 2022-2023, on all parcels within the incorporated municipal boundaries of the Village of Palm Springs, including all parcels of land annexed into the Village from the boundaries set at the time of Resolution No. 2008-17 into the future during the effective term of the resolution.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. The Preliminary Non-Ad Valorem Assessment rates per computed parcels for the Village of Palm Springs for purposes of TRIM for the Fiscal Year 2022/2023

are hereby adopted as follows:

Single Family Homes	\$201.00
Multi-Family Homes	\$125.50
Mobile Homes	\$125.50

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:

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

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of JULY 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Administration

ITEM
#14:

Resolution No. 2022-28 - Stormwater Non Ad-Valorem Assessment Rates - FY 2023

SUMMARY: The proposed Resolution establishes the Non Ad-Valorem assessment roll rates for Fiscal Year (FY) 2023 and provides a uniform method for collecting this assessment for stormwater management services within the Village on the Palm Beach County Tax Notices.

The proposed rates for FY 2023 are as follows:

	<u>Monthly Rate</u>	<u>Annual Rate</u>
Single Family Residential & Condominiums	\$4	\$48
Multifamily	\$4	\$48
Commercial (under 2 ESU's)	\$4	\$48
Commercial (2 to 4.99 ESU's)	\$8	\$96
Commercial (5 to 9.99 ESU's)	\$15	\$180
Commercial (10 ESU's and above)	\$20	\$240

The Village Council initially created a stormwater utility (Ordinance No. 2015-43) and established interim assessment rates (Resolution No. 2015-90), to be collected as an annual non ad-valorem assessment (beginning in October FY 2016-2017) to support stormwater issues within the Village. The proposed "Interim" stormwater fee was established with the following conditions:

1. The Interim Fee was for a short-term period - 3 years
2. The interim fee was justified by a short-term study that demonstrated that the needed stormwater projects and operational costs are balanced with projected revenues.
3. A detailed long-term master plan study would be performed during the interim period that is expected to identify future projects and set future fees based on property use and size.

FISCAL IMPACT:

The proposed FY 2022 - 2023 rates are projected to remain the same as last year's rates and are determined based on the Equivalent Stormwater Unit (ESU) basis, which is based on an impervious area on properties within the Village. The projected total annual revenue that the Village would assess if approved, is expected to be \$528,226 (which is at a 96% collection rate).

All stormwater fees collected are only planned to be utilized to assist in funding stormwater capital projects throughout the Village. This fee would not continue to support (or provide funding for) various personnel and other operational costs, which would be funded utilizing the Village's General Fund.

ATTACHMENTS:

1. Resolution No. 2022-28 Stormwater Assessment

RESOLUTION NO. 2022-28

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ESTABLISHING RATES FOR STORMWATER MANAGEMENT ASSESSMENTS FOR EACH PARCEL WITHIN THE BENEFITTED AREA, OTHER THAN NON-ASSESSED PROPERTY; PROVIDING FOR THE CERTIFICATION AND ADOPTION OF THE STORMWATER ASSESSMENT ROLL IN ACCORDANCE WITH CHAPTER 78 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALM SPRINGS; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR THE ADOPTION OF THE STORMWATER ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida, did, on July 9, 2015, adopt Ordinance No. 2015-27, which provides for the creation and establishment of a Village-wide Stormwater Management System; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015, adopt Ordinance No. 2015-43 which amended Chapter 78 of the Code of Ordinances of the Village of Palm Springs to provide for the method of establishing and collecting Stormwater Management Assessments; and

WHEREAS, the statutory authority for the creation and implementation of Ordinance No. 2015-27, as amended, is predicated on Article VIII, Section 2(b) of the Florida Constitution; Chapter 166, Florida Statutes, as amended and supplemented; Section 403.0893, Florida Statutes, as amended and supplemented; Chapter 197, Florida Statutes, as amended and supplemented; and other applicable provisions of law; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015, adopt Resolution No. 2015-90 stating the intent to use the uniform method of collecting a non-ad valorem assessment for stormwater utility fees; and

WHEREAS, the Village Council of the Village of Palm Springs has found that owners, tenants, and occupants of property within the geographical boundaries of the

Village will derive a special benefit from the effective management of stormwater and other surface water and from the operation, maintenance, and expansion of the stormwater management system; and

WHEREAS, Chapter 78 of the Code of Ordinances of the Village of Palm Springs establishes that the rate for stormwater management assessments for each parcel within the benefited area, other than with respect to non-assessed property, shall be established each year by resolution of the Village Council; and

WHEREAS, billing and collection of the stormwater management assessment shall be accomplished utilizing the uniform method of collection; and

WHEREAS, a rate for stormwater management assessments for the various classes of property (other than non-assessed property) within the benefited area has been calculated as provided in the “Stormwater Study for Justification of Interim Fees”, (previously adopted by the Village Council at its July 9, 2015, meeting) and as further set forth in Section 2 of this resolution; and

WHEREAS, a public hearing on this resolution setting the rates and for the purposes of adopting and certifying a stormwater assessment roll was duly noticed; and

WHEREAS, the Village, upon adoption of the rates, shall review the stormwater assessment roll to determine its conformity with the proposed rate resolution and, if, upon the completion of such review the Village shall be satisfied that the Stormwater Management Assessment Roll has been prepared in conformity with the proposed rate resolution, it shall adopt said resolution and ratify and confirm the Stormwater Management Assessment Roll and certify that the Stormwater Management Assessment Roll is correct and proper and is to be used in collecting the stormwater management assessments. Thereafter, the Village Council, if no objections are made by persons affected by the assessment roll at the public hearing or if objections having been made are deemed insufficient by the Village Council, shall thereupon adopt the assessments as shown by the Assessment Roll; and

WHEREAS, the owner of each parcel within the benefited area for which a stormwater assessment is levied shall thereafter be responsible for payment.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. That the Village Council does hereby adopt, after public hearing, the rates as previously set forth in the adopted “Stormwater Study for Justification of Interim Fees” which are as follows:

Single Family Residential and Condominiums	\$ 48.00 per year
Multi-Family Units	\$ 48.00 per year
Commercial (under 2 ESU's)	\$ 48.00 per year
Commercial (2 to 4.99 ESU's)	\$ 96.00 per year
Commercial (5 to 9.99 ESU's)	\$ 180.00 per year
Commercial (10 ESU's and above)	\$ 240.00 per year

Section 3. That the Village Council hereby adopts and certifies the Stormwater Management Assessment Roll.

Section 4. This Resolution shall take effect immediately upon adoption.

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

Resolution No. 2022-28 - FY 2022 - 2023 Stormwater Assessment Fees

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

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of JULY 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Staff Report

AGENDA DATE: July 21, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #15: Proposed Resolution No. 2022-22 - Site Development Plan Amendment (SPR22-11) and Sign Variance (PSV22-11) - Colombino Bakery - 4439 Forest Hill Boulevard

SUMMARY: Mr. Leigh Kerr, agent for the owner, Colombino Bakery, Inc., is requesting a Site Development Plan Amendment (SPR22-11) for the Commercial General property located at 4439 Forest Hill Blvd. The applicant proposes redesigning the southern frontage of the property due to right-of-way condemnation by the Florida Department of Transportation (FDOT).

FDOT proposes intersection improvements to State Road 882 (Forest Hill Boulevard) which necessitates widening the roadway along with the approach and departure from the nearby intersection with State Road 809 (South Military Trail). The widening project resulted in the state taking 548 square feet along the length of the southern frontage of the property. The taking will impact the property, causing the loss of right-of-way landscape buffer and the loss of the existing pole sign, leading to the proposal of a new monument sign.

Note: Currently, the 0.3-acre property is being developed with a 1,406 square-foot bakery building and 9 parking spaces. The proposed site plan will reduce the site to 0.28 acres with 8 parking spaces.

The applicant proposes a cure plan for remedial action for the loss of the property and to minimize the negative impact. The proposed plan will re-accommodate the right-of-way landscaped buffers.

As part of the proposed Site Development Plan Amendment, the applicant is requesting three (3) variances:

1. (PSV22-09) - Request to allow an irregular landscape buffer along the south side of the property adjacent to Forest Hill Boulevard, with a minimum width of 4' (a reduction of up to 11') (Provides relief from Section 34-162(b)(5) that requires a minimum 15' wide buffer).
2. (PSV22-10) - Request to allow a 1' width landscaped area around the base of the monument sign (reduction of up to 2') (Provides relief from Section 34-327(a) that requires a minimum of 3' wide landscaped area).
3. (PSV22-11) - Request to allow a 12' height monument sign being setback 15' (Provides relief from Section 34-327(b)(1) that requires a maximum height of 8' when the sign is setback 15')

Note: Variances 1 and 2 were approved by the Planning and Zoning Board during their regular meeting on June 14, 2022. The requested sign setback variance was not considered by the Planning & Zoning Board as the Village Code (Section 34-329) provides that sign variances are approved by the Village Council.

The Planning, Zoning & Building Staff does not support the applicant's request in its entirety. Staff recommends conditional approval of the Site Plan Amendment to facilitate the redevelopment of the property as a result of the state condemnation. However, the staff does not support Variance No. 3 (PSV22-11) for the proposed height of the monument sign. The staff find that the proposed height is excessive considering the proximity to the street corner. Staff also find that the sign variance may restrict visibility and negatively affect the aesthetics of the area. Staff will support a 1' height variance allowing a 9' height monument sign in constancy with other variances previously granted on commercial properties.

FISCAL IMPACT:

The proposed modification to the project is not expected to have a fiscal impact on the Village.

ATTACHMENTS:

1. Proposed Resolution No. 2022-22 - Site Plan Amendment (SPR22-11) - 4439 Forest Hill Boulevard - Colombino Bakery
2. Exhibit "A" Staff Report
3. Site Development Plans and Letters
4. Project Narrative and Justification Statement
5. Stipulated Order of Taking
6. Warranty Deed
7. Aerial and Location Maps

RESOLUTION NO. 2022-22

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, REQUESTING (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN AMENDMENT (SPR22-11) TO REDESIGN THE SOUTHERN FRONTAGE OF THE PROPERTY DUE TO FDOT RIGHT-OF-WAY ACQUISITION FOR THE WIDENING OF STATE ROAD 882 (FOREST HILL BOULEVARD), LOCATED AT 4439 FOREST HILL BOULEVARD AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Leigh Kerr, Agent for the Owner, Colombino Bakery, ("Applicant") is requesting a Site Plan Amendment (SPR22-11) to redesign the site due to FDOT right-of-way acquisition along the southern frontage of the commercial property, located at 4493 Forest Hill Boulevard; and

WHEREAS, the Planning and Zoning Board has approved the Applicant's request for: two (2) variances, (PSV22-09) to allow an irregular landscape buffer along the south side of the property adjacent to Forest Hill Boulevard, with a minimum width of 4' (a reduction of up to 11') (Provides relief from Section 34-162(b)(5) that requires a minimum 15' wide buffer.), and (PSV22-10) to allow a 1' width landscaped area around the base of the monument sign (reduction of up to 2') (Provides relief from Section 34-327 (a) that requires a minimum of 3' wide landscaped area).

WHEREAS, the recommendation of the Planning, Zoning and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Village Council has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter; and

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

Section 1. The Village Council having received and considered the request of Mr. Leigh Kerr, Agent for the owner, Colombino Bakery, ("Applicant") is requesting a Site Plan Amendment (SPR22-11) to redesign the site due to FDOT right-of-way acquisition along the southern frontage of the commercial property, located at 4439 Forest Hill Boulevard.

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby finds that the application meets the requirements of Chapter 34, Article VI, Division 5 of the Village of Palm Springs Code of Ordinances, and approves the said application, 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 denies the application, finding that Chapter 34, Article VI, Division 5, for the following reason(s):

Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member_____offered the foregoing resolution.
Council Member_____seconded the motion, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared the Resolution duly passed and adopted this
_____ day of _____, 2022.

Resolution No. 2022-22 – Site Plan Amendment – (SPR22-11) – Colombino Bakery -
4439 Forest Hill Boulevard

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: Site Plan Amendment Application – Colombino Bakery – 4439 Forest Hill Blvd

Application Summary

Petitioner	Leigh Kerr of Leigh Robinson Kerr & Associates, Inc. (Agent) Colombino Bakery, Inc (Owner)	Submittal Date	02/02/2022
Reference Name	Colombino Bakery	Case Number	SPR22-11, PSV22-09, PSV22-10, PSV22-11
		Parcel Control No	70-42-44-12-03-000-0080
Location	4439 Forest Hill Blvd	Site Area	+/- 0.28 acres (12,352 SF)
PZB Meeting	Tuesday, June 14, 2022	Council Meeting	Thursday, July 21, 2022

Requests

Existing Use	Bakery
Number of Buildings	1 building with 1,406 square feet
Variances	Approved by Planning & Zoning Board on June 14, 2022 (P&Z Bd Order 2022-07): PSV22-09 - A Variance relief from Section 34-162(b)(5) to allow a landscape buffer along the south side adjacent to Forest Hill Blvd with a minimum width of 4' instead of the 15' required. PSV22-10 - A Variance relief from Section 34-327(a) to allow 1' minimum landscaping width around the base of the proposed monument sign instead of the 3' minimum width required. VILLAGE COUNCIL CONSIDERATION: PSV22-11 - A Variance relief from Section 34-327(b)(1) to allow a 12' high monument sign with a 15' setback instead of the 8' maximum sign height permitted.

Parking

Code	Required	Proposed	Meets Requirement
Total Parking	1 Space per 200 SF = 8 Spaces	8	Yes

Setbacks

Code	Required Minimum	Existing/Proposed
Front (South)	50'	40.1'/24.2' (Existing non-conforming)
Side (East)	15'	54.3'
Side (West)	15'	8.46' (Existing non-conforming)
Rear (North)	20'	45.5'

Site Characteristics

Previous/Proposed Use	Bakery/No changes proposed to the use of the property		
Zoning	Commercial General (CG)	Existing Future Land Use	Commercial

Surrounding Existing Land Use, Future Land Use, and Zoning

Direction	Existing Use	Future Land Use	Zoning District
North	Vacant	Commercial	Commercial General (CG)
South	Commercial Shopping Center	Commercial	Commercial General (CG)
East	Vacant	Commercial	Commercial General (CG)
West	7-Eleven #37223	Commercial	Commercial General (CG)

Recommendation

Planning, Zoning & Building Staff does not support the applicant's request in its entirety.

Planning, Zoning & Building Staff recommends conditional approval of the proposed site development plan amendment to redesign the frontage of the property adjacent to the Forest Hill right-of-way. The Florida Department of Transportation (FDOT) proposes to widen a portion of the State Roads and as part of the project, a portion of the property along this segment is taken through eminent domain

However, Staff does not support the variance for the proposed height of the monument sign. Staff finds that the proposed height is excessive considering the proximity to the street corner. Staff also finds that the sign variance may restrict visibility and negatively affect the aesthetics of the area.

Staff supports up to a 1' height variance allowing a 9' height monument sign in constancy with other variances previously granted on commercial properties.



I. Site History

- **Ordinance 2008-24: Annexation**

On December 11, 2008, the property was voluntarily annexed into the Village of Palm Springs and retained Palm Beach County Future Land Use and Zoning.

- **Ordinance 2009-14: Small Scale Land Use & Zoning**

On September 10, 2009, Village Council gave the property VPS Commercial Future Land Use and Zoning designations.

- **Administrative Site Plan Amendment #ASP201601547: ADA Parking**

On December 22, 2016, the Land Development Director approved a site plan amendment including modification of the front ADA parking stall and pedestrian access.

II. Comprehensive Plan Consistency

- The subject property's Zoning and Future Land Use designation are Commercial and Commercial General (CG), respectively. The existing use of the property as a bakery is permitted within the CG zoning district. The minor site plan amendment does not involve significant changes to the site. Thus, the proposal is consistent with the comprehensive plan.

III. Requested Variances

The applicant is seeking the following variances:

- **Variance 1: PSV22-09** - A Variance relief from Section 34-162(b)(5) to allow a landscape buffer along the south side adjacent to Forest Hill Boulevard with 4' minimum width instead of the 15' required buffer width.
- **Variance 2: PSV22-10** - A Variance relief from Section 34-327(a) to allow 1' minimum landscaping on each side of the proposed monument sign base instead of the 3' minimum landscaping required.
- **Variance 3: PSV22-11** - A Variance relief from Section 34-327(b)(1) to allow a 12' height monument being setback 15' instead of the 8' maximum sign height permitted.

The Applicant's full justification to the variance is attached hereto.

A 19.9' pole sign was located on the southwest corner of the subject site along Forest Hill Boulevard and provided excellent visibility to passersby for +/- 25 years. The pole sign was permitted as part of the original site plan approval. However, since that time, the Village's LDC was amended and pole signs are no longer permitted, leaving the pole sign legally non-conforming. Due to the FDOT's acquisition and widening of Forest Hill Boulevard, the sign was demolished, and a new sign will be established.

A new 12' tall monument sign is proposed on the southeast corner of the site. Per Sec. 34-327 a monument sign is permitted. However, the maximum height of the sign is dependent upon the setback of the sign from the adjacent street with maximum height not surpassing 10' in height. The applicant is requesting a sign variance to permit the new sign which is proposed to be 12' in height but is less than the 19.9' sign originally located on the site.

In addition, per Sec 34-327(a), the 3-foot landscape on each side of side base cannot be achieved on the north side.

The applicant is requesting landscape variance for the landscape buffer required along Forest Hill Boulevard. A 15' wide buffer area with a hedge not less than 3' in height, supplemented by trees spaced not more than 20' apart, is required. The hedge shall be a minimum of 3' in height at time of planting. The required hedge shall contain a minimum of two different maintained levels or tiers. The required hedge shall be installed in a non-linear manner. As a result of the taking, the landscape buffer area is reduced and the 15' requirement previously described cannot be achieved. The applicant proposes 3.72 to 24 feet in the available buffer area along Forest Hill Blvd.

The applicant is requesting landscape variance for the landscape buffer required along Forest Hill Boulevard. A 15' wide buffer area with a hedge not less than 3' in height, supplemented by trees spaced not more than 20' apart, is required. The hedge shall be a minimum of 3' in height at time of planting. The required hedge shall contain a minimum of two different maintained levels or tiers. The required hedge shall be installed in a non-linear manner. As a result of the taking, the landscape buffer area is reduced and the 15' requirement previously described cannot be achieved. The applicant proposes 4 to 24 feet in the available buffer area along Forest Hill Blvd.

The applicant is requesting a site plan modification to reflect changes to the site's area and details due to the FDOT's condemnation of 548 sq. ft. of the site. The parent tract is 12,899 sq. ft. After acquisition, 12,351 sq. ft. of the site will remain. The affected area is located along Forest Hill Boulevard between the western edge of the access drive and the west property line. Changes to the site plan resulting from the acquisition include reduced site area, change in property line, relocation of sign, driveway/curbing modifications and landscape buffer modifications.

- a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.

The need for the requested variance is unique to the applicant as it is a hardship resulting from the FDOT's widening of Forest Hill Boulevard and condemnation of 548 sq. ft. of the subject site. The condemnation by FDOT and subsequent impact to the site is not generally applicable to other lands, structures, or buildings in the same land development district, but is unique to the site due to the circumstances initiated by FDOT.

- b. That the special conditions and circumstances do not result from the actions of the applicant.

The circumstances and special conditions are attributable to the FDOT's widening of Forest Hill Boulevard and condemnation of 548 sq. ft. of the subject site and are not the result of actions by the applicant.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.

Granting the variance will not confer special privileges upon the applicant that could not be utilized by any other applicant with similar circumstances. Applicants on behalf of other lands, buildings, or structures in the same land development district would have the ability to request a variance to landscape standards should they be impacted by an FDOT taking.

- d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

The taking of 548 sq. ft. of land was imposed upon the applicant due to FDOT's widening of Forest Hill Boulevard and resulted in the reduction of land area available for landscaping in certain areas.

The LDC requires a 15' landscape buffer area with plantings along Forest Hill Boulevard. This area of the site has been reduced as a result of the condemnation, which is beyond the applicant's control. The applicant will provide a landscape buffer in the available buffer area.

The taking by FDOT, small size of the site, existing building and parking, and requirements for parking & landscaping, leaves reduced land for code-compliant landscaping buffers in certain areas along Forest Hill Boulevard.

- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The requested variance is a minimal remediation in response to FDOT's condemnation of 548 sq. ft. of the subject site. The proposed landscape buffer will afford the business a similar condition as existed prior to the FDOT's taking, to the greatest extent possible, which is a reasonable expectation given the hardship imposed on applicant/business. The requested variances are a minimal remediation in response to FDOT's condemnation of 548 sq. ft. of the subject site. While the 3' of landscaping around the base of the sign cannot be achieved on the north side, it is exceeded in other areas around the sign.

- f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

The granting of the variance will be in harmony with the general intent and purpose of this chapter. Although the landscape buffer is being reduced in certain areas along Forest Hill Boulevard, a landscape buffer is being provided to the greatest extent reasonable. Although the site is small, a landscape buffer is being provided in a manner consistent with the purpose of landscaping generally, as stated in Sec 34-132, to improve appearance, promote environmental quality and water conservation, improve design, and provide physical and psychological benefits to those within the Village.

- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved. A landscape buffer will continue to exist in a manner that affords the business a similar condition as existed prior to the FDOT's taking, to the greatest extent possible, which is a reasonable expectation given the hardship imposed on applicant/business.

Monument Sign Variance Criteria (Section 34-329(b)):

1. Special and unique conditions exist which are peculiar to the applicant's case and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.

Variances 3: Special and unique conditions exist which are peculiar to the applicant's case and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.

2. The special and unique conditions are not directly attributable to the actions of the applicant.

Variances 3: The circumstances and special conditions are attributable to the FDOT's widening of Forest Hill Boulevard and condemnation of 548 sq. ft. of the subject site and are not the result of actions by the applicant.

3. The literal interpretation of this article, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.

Variances 3: The taking of 548 sq. ft. of land was imposed upon the applicant due to FDOT's widening of Forest Hill Boulevard and resulted in the removal/demolition of the business's sign and reduction of area available for landscaping in certain areas.

The literal interpretation of the applicable sections of the Village's Code would impact the applicant's ability to maintain a monument sign with adequate location and visibility to passersby along Forest Hill Boulevard, particularly as they approach access to the site while traveling west bound on Forest Hill Boulevard.

The sign previously located on the site provided excellent visibility to passersby along Forest Hill Boulevard. Businesses along the corridor commonly enjoy sign/business visibility of a similar nature. The previous sign was a 19.9' high pole sign located in the southwest corner of the site. The proposed sign is an improved 12' monument sign located at the southeast corner of the site and will provide visibility comparable to the prior condition. The new monument sign along Forest Hill Boulevard is located in a manner that will best provide adequate business identification while also providing safe visibility for ingress/egress.

In conclusion, the taking by FDOT, small size of the site, existing building and parking, and requirements for parking & landscaping, leaves limited locations available for adequate placement of the bakery's sign in a manner commonly enjoyed by other properties in the same district, as well as reduced land for code-compliant landscaping buffers in certain areas along Forest Hill Boulevard.

4. The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.

Variance 3: The requested variance is a minimal remediation in response to FDOT's condemnation of 548 sq. ft. of the subject site.

5. Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.

Variances 3: Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved. The proposed sign and relocation will not impede sight lines on public rights-of-way. The monument sign as proposed will afford the business a similar condition as existed prior to the FDOT's taking, to the greatest extent possible, which is a reasonable expectation given the hardship imposed on the applicant/business.

Staff partially supports the applicant's variance request based on the intent of the applicant to comply with parking requirements, and the applicant's intent to prioritize life-safety and circulation on the site.

However, Staff does not support the variance for the proposed height of the monument sign. Staff finds that the proposed height is excessive considering the proximity to the street corner. Staff also finds that the sign variance may restrict visibility and negatively affect the aesthetics of the area.

Staff support a 1' height variance allowing a 9' height monument sign consistent with other variances previously granted on commercial properties.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the north side of Forest Hill Blvd 200' east of South Military Trail.
- 2) Surrounding properties are Commercial General.
- 3) Preexisting residential uses exist along Erie Terrace.
- 4) A mix of different commercial uses exist along both the Military Trail and Forest Hill corridors.
- 5) Transit service is available via Palm Tran routes 3 and 46.

V. Regulatory Issues:

- The site plan conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulation.
 - 2) Palm Tran bus stops will be relocated by FDOT.
 - 3) Permits from all applicable agencies, including but not limited to FDOT and the Village of Palm Springs are required prior to construction.
 - 4) Civil/Utility plans shall be approved by the Village's Engineer.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on May 31, 2022.
- Public Notification letters were mailed to all property owners within 300-foot radius of subject property on May 31, 2022.
- Legal advertisement was published in the paper on June 2, 2022.
- Staff has not received any inquiries or comments because of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans received on February 2, 2022 depict the following:

Application for Site Development Plan approval to amend the previously approved site plan due to dedication of right-of-way to FDOT.

1. Site Plan received on February 2, 2022. Revised and received on May 25, 2022.
2. Landscape Plan received on February 2, 2022. Revised and received on May 12, 2022.
3. Monument Sign plans received on February 2, 2022. Revised and received on May 19, 2022.
4. Boundary Survey
5. Tree Disposition Plan
6. Project Narrative and Justification Statement

IX. Recommendation

The subject site is developed with the Colombino Bakery, a family-owned bakery/deli in operation for more than 25 years. The Florida Department of Transportation proposes to widen portions of South Military Trail (SR809) and Forest Hill Boulevard (SR882) in the vicinity of the subject site.

The applicant is proposing a site plan amendment to redesign the southern front portion of the property due to a right-of way dedication to Florida Department of Transportation (FDOT). FDOT proposes to widen a portion of State Roads 809 and 882 (South Military Trail and Forest Hill Boulevard) and as a result, 548 square feet along the length of the

southern boundary line adjacent to state road 882 have been taken through eminent domain. This taken will impact the remaining property and improvements. It will cause the loss of a section of the landscape buffer.

The applicant proposes a cure plan for remedial action for loss of the property and to minimize, to the extent possible, the negative impact to the property. The existing driveway widths will remain unchanged and will re-accommodate the landscaped buffer.

Planning, Zoning and Building Staff has conducted a review of the application and found the proposed site plan amendment to be consistent with goals, objectives, and policies of the Village's Comprehensive Plan. The proposed cure plan is generally consistent with the Land Development and zoning regulations and all other portions of the Code.

However, the Planning, Zoning & Building Staff does not support the applicant's request in its entirety. Staff does not support the variance for the proposed height of the monument sign. Staff finds that the proposed height is excessive considering the proximity to the street corner. Staff also finds that the sign variance may restrict visibility and negatively affect the aesthetics of the area.

Staff does support a 1' height variance allowing a 9' height monument sign consistent with other variances previously granted on commercial properties.

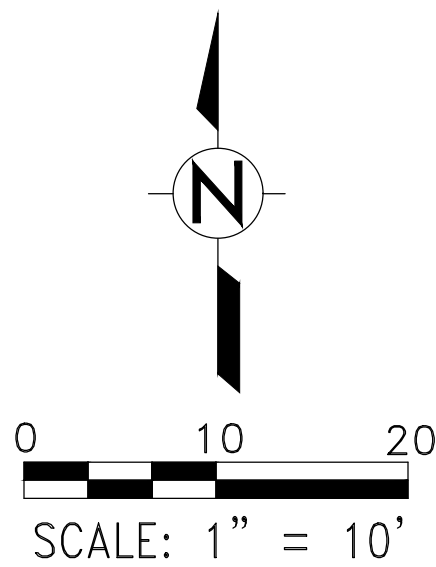
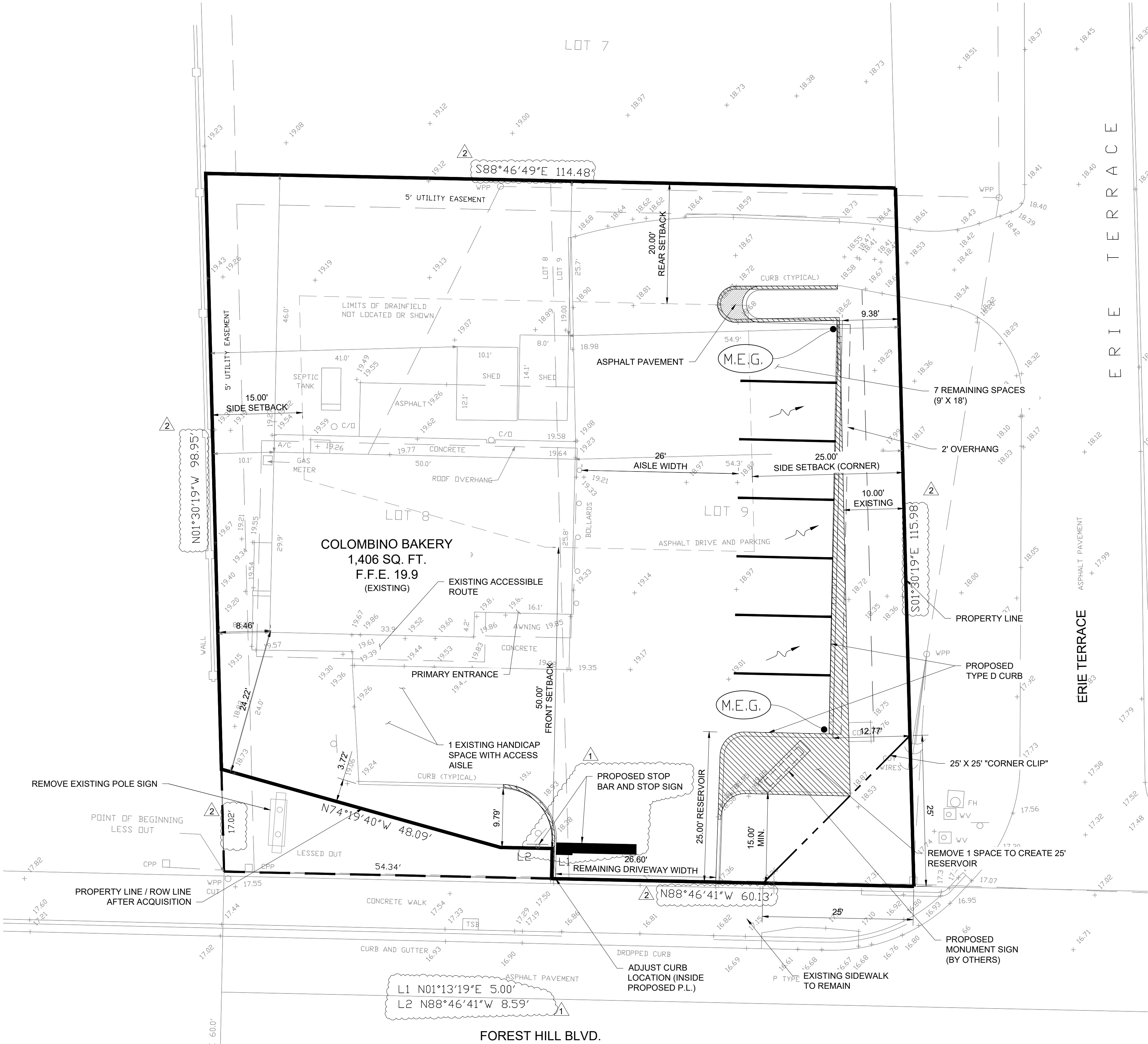
Planning, Zoning and Building Staff recommends conditional approval of the Site Plan Amendment subject to the following eighteen (18) conditions below:

1. The Site Plan expires twenty-four months from approval if the proposed improvements are not constructed within that time frame.
2. Any new proposed sign shall be reviewed and approved by the Planning, Zoning and Building Department at **time of permitting** and shall be in conformance with the Village Code.
3. Civil/Utility plans shall be approved by the Village Engineer and VPS Utility Department **at time of permitting**.
4. Any existing dead landscape material shall be replaced or supplemented with Village approval prior to **Certificate of Completion**.
5. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting, as needed.
6. Landscaped areas shall be irrigated. New irrigation systems shall be maintained separately from potable water distribution systems and shall include rain sensor shut-off mechanisms.
7. A pre-construction meeting shall be scheduled with the Village Planning, Zoning and Building Department prior to commencement of any construction activity. Permits are required from Planning, Zoning and Building Department prior to commencing any construction or renovation.
8. All new electrics shall be underground.
9. A silt barrier shall be installed around the perimeter of the property prior to commencement of any site work or construction activity and shall remain through substantial completion.
10. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Completion.
11. The Erie Terrace entrance shall remain non-conforming as no improvements are proposed. If improvements are proposed, plans shall be approved by the Village **at time of permitting**.
12. The area adjacent to the Erie Terrace Right-Of-Way shall be sodded **prior to the issuance of the Certificate of Completion**.
13. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
14. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
15. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.

16. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
17. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
18. At the time of CC, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com



PROPOSED LEGEND

ASPHALT PAVEMENT

SEE SURVEY FOR TREE TABLE, TREE LEGEND

AND ABBREVIATIONS

LEGEND

REMOVE

Colombino Bakery - 4439 Forest Hill Blvd.			
Site Data			
	Existing	Proposed	
Future Land Use	Commercial	Commercial	
Zoning	CG (Commercial General)	CG (Commercial General)	
Development Regulations	Existing	Proposed	Permitted/Required
Lot Area	12,900 SF (0.30 Ac)	12,352 SF (0.28 Ac)	
Lot Width	114.78'	114.78'	100'
Lot Depth	115.37'	115.37'	200'
Front Setback	40.1'	24.2'	50'
Rear Setback	45.5'	45.5'	20'
Side Setback	8.4'	8.4'	15'
Corner Setback	55.2'	55.2'	25'
Maximum Height			4 stories or 45'
Maximum Gross Floor Area (Main Structure only)	10.9%	11.5%	50%
Structure (footprint)	1,428.6 SF	1,428.6 SF	N/A
Sheds	236.9 SF	236.9 SF	N/A
Driveway/Parking	5,347.8 SF	5,042.2 SF	N/A
Flatwork	707.7 SF	707.7 SF	N/A
Total Impervious	7,721 SF	7,415.4 SF	N/A
Total Pervious	5,179 SF	4,936.6 SF	N/A
Open Space (from planner)	39.1%	36.4%	10%
Lot Coverage (Includes all structures) (from planner)	12.8%	13.4%	
Parking		Proposed	Required
Restaurants/Bakery @ 1/200	8*	7	7
Handicap/Accessible	*	1	1
Total Parking		8	8
*ADA parking is not counted separate from parking requirements per Village of Palm Springs			
Sec. 34-828. - Supplemental regulations			
Outdoor storage	All outdoor storage shall be screened by a solid barrier and not visible from public view. All equipment vehicles must be stored with booms, ladders, truck beds, or any other portion of the vehicle in the non-extended or non-elevated position.		
Outdoor display	Outdoor displays of merchandise, goods, or materials shall not be located within parking stalls, landscape buffers/open space areas, or in a manner that interferes with any vehicular or pedestrian access way or fire safety systems and equipment. The location of outdoor display areas shall be delineated on a village-approved site plan. Displays of equipment/merchandise shall be in a non-elevated/non-extended position.		
Parking of business vehicles	Parking of business vehicles. Vehicles utilized for the business operation should be parked in the rear or side of the premises, to the extent possible, as determined by the land development director, and screened from the public right-of-way. Parking of other vehicles is further restricted by section 34-916. Any vehicles permitted to be parked on any commercial premises must be primarily operated for the subject business.		
Additional requirements	Additional requirements for the CG commercial general land development district shall be as set forth in division 7 of this article		
Sec. 34-823. - Accessory uses			
Accessory uses	No accessory uses shall be permitted in the CG commercial general land development district.		
Sec. 34-1329(5)(e) Minimum requirements by use.			
Parking	Bakery 1/200 SF GFA		
Off-street loading			
34-1330(c)(1) , 34-1330(d)			
Loading	1 space for building up to 10,000 GFA 12x40 with 14' vertical clearance		
Vending machines.	Vending machines, including ice boxes and propane tank dispensers, are encouraged to be accommodated inside the building. Outside placement of such machines shall be screened from public view with landscaping or a solid barrier, in a manner that maintains clear access, and shall be depicted on a village-approved site plan		

NOTES

- EXISTING STRUCTURE SQUARE FOOTAGE FOR LOT COVERAGE BASED ON INFORMATION OBTAINED FROM THE PALM BEACH COUNTY PROPERTY APPRAISER.

REVISIONS		NO.	DATE	REMARKS	BY
		2	6/26/22	REV. PER COMMENTS	DB
		1	4/7/22	REV. PER COMMENTS	DB

Jupiter Civil
Engineering Company, LLC
5500 MILITARY TRAIL, STE 22-215, JUPITER, FLORIDA 33459
(888) 277-8802 / JODE@JUPITERCIVIL.COM
N33445

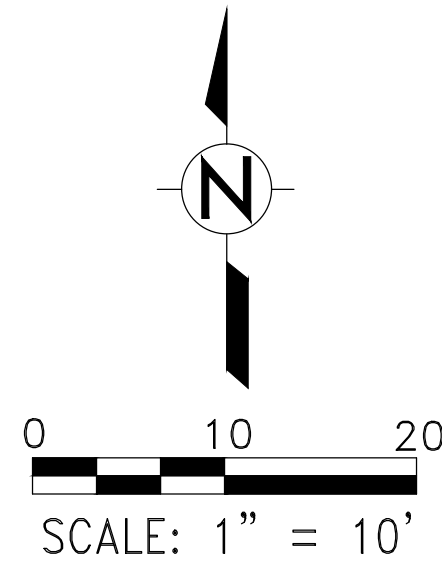
COLOMINO BAKERY
OVERALL PLAN
4439 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406

© COPYRIGHT 2021 By Jupiter Civil Engineering Company, LLC
This Drawing is Provided For the Use of the Client Only
Signed And Sealed By A Professional Engineer
Jupiter Civil Engineering Company, LLC
Joseph N. Nunez, Jr., P.E.
License #16652

DATE	DRAWN	CHECKED (1)	CHECKED (2)	PROJECT MANAGER
NOVEMBER 19, 2021				
CON-01				
C-1 (1 OF 4)				
JOB NO. 21059.100				



C-3 (3 OF 4)	DATE	NOVEMBER 19, 2021
	DRAWN	
	CHECKED (1)	
	CHECKED (2)	
	PROJECT MANAGER	
JOB NO. 21059.100		



 ASPHALT PAVEMENT

AND ABBREVIATIONS

 REMOVE

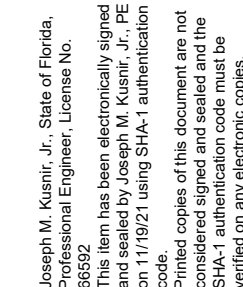
1. SEE PLANS BY OTHERS FOR CLEARING AND GRUBBING FOR STRUCTURES/ACCESSORY STRUCTURES.
2. CLEAR AND GRUB SITE IN ACCORDANCE WITH FDOT SPECIFICATIONS AND PER THE GEOTECHNICAL ENGINEER'S REQUIREMENTS.
3. REMOVE ROOTS AND OTHER DEBRIS IN THE WORK AREAS TO A DEPTH OF AT LEAST 12 INCHES BELOW THE GROUND SURFACE.
4. FLUSH THE SURFACE TO A DEPTH OF AT LEAST 6 INCHES, AND REMOVE ALL ROOTS THEREBY EXPOSED TO A DEPTH OF AT LEAST 12 INCHES
5. COMPLETELY REMOVE AND DISPOSE OF ALL STUMPS.
6. DISPOSE OF TIMBER, STUMPS, BRUSH, ROOTS, RUBBISH, AND OTHER OBJECTIONABLE MATERIAL RESULTING FROM CLEARING AND GRUBBING IN A LEGAL MANNER OFFSITE.

1. SEE PLANS AND SPECIFICATIONS BY OTHER FOR DEMOLITION REQUIREMENTS

1. THE SURFICIAL ORGANIC SOILS, DEBRIS FROM THE CLEARING OPERATIONS, AND ANY UNSUITABLE SOILS AS DETERMINED BY THE GEOTECHNICAL ENGINEER WILL NEED TO BE COMPLETELY REMOVED WITHIN THE CONSTRUCTION AREA AND TO A LATERAL DISTANCE OF AT LEAST 5 FEET BEYOND THE FOOTPRINT LIMITS AND POTENTIALLY FURTHER BASED ON DEPTH. THE OWNER OR ENGINEER SHOULD BE PRESENT TO OBSERVE THAT THE STRIPPING OPERATIONS ARE PERFORMED AS DISCUSSED HEREIN. THE PREPARED SUBGRADE SOILS MAY THEN BE PROBED BY THE GEOTECHNICAL ENGINEER.

3. ANY SELECT FILL NEEDED TO BRING THE SITE TO CONSTRUCTION GRADE MAY THEN BE PLACED IN LIFTS NOT EXCEEDING 8 INCHES IN LOOSE THICKNESS. EACH LIFT SHOULD BE THOROUGHLY COMPACTED UNTIL DENSITIES EQUIVALENT TO AT LEAST 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY ARE UNIFORMLY OBTAINED. FILL SHOULD CONSIST OF SAND OR SANDY SILT WITH LESS THAN 5% PASSING THE NO. 200 SIEVE, FREE OF FRACTIONABLE ORGANICS (5% OR LESS), CLAY, DEBRIS AND OTHER UNSUITABLE MATERIAL. THE FILL SHOULD HAVE ASTM DESIGNATION (D-2487) OF SP OR SW, WITH A MAXIMUM PARTICLE SIZE OF NO MORE THAN 3 INCHES OR AS OTHERWISE APPROVED BY THE ENGINEER.

1. SURROUND SITE WITH SILT FENCE, WHICH SHALL REMAIN UNTIL SITE IS STABILIZED.
2. CONTRACTOR SHALL DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) TO MINIMIZE EROSION AND SEDIMENTATION AND PROPERLY MANAGE STORMWATER IN ACCORDANCE WITH THE FDEP'S NPDES CGP.
3. PROVIDE TYPE 3 SILT FENCE PER FDOT INDEX 102, 2008 EDITION.



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REVISIONS					
N0	DATE		REMARKS		BY

 **Jupiter Civil**
Engineering Company, LLC

4500 MILITARY TRAIL, STE 22-215, JUPITER, FLORIDA 33458
(561) 277-6602 JUC@JUPITERCIVIL.COM

COLOMBINO BAKERY
DEMOLITION PLAN AND SWPPP
4439 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406

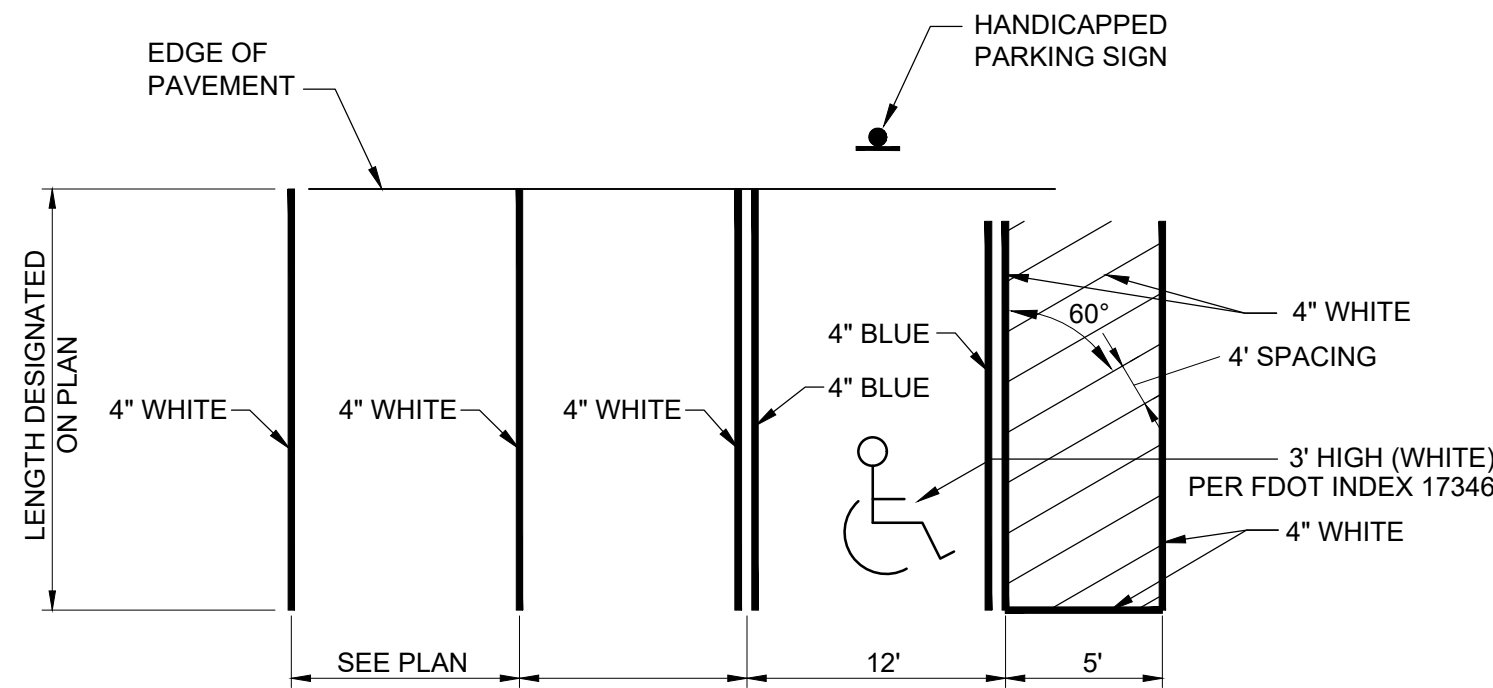
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Signed And Sealed By A
Registered Professional Engineer
Representing Jupiter Civil
Engineering Company, LLC.

STATE OF FLORIDA
★
No. 66592
LICENSED PROFESSIONAL ENGINEER
MICHAEL KUSONIR, JR. ★

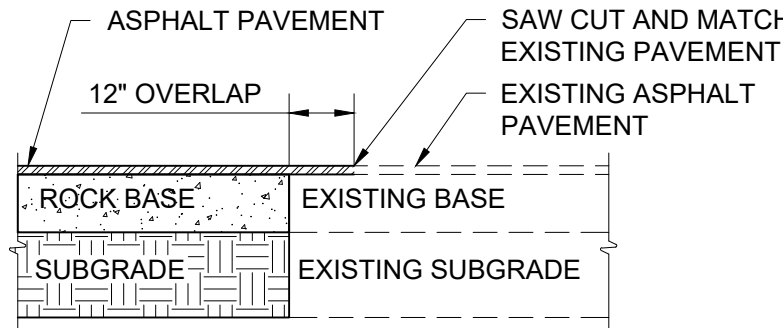
C-2 (2 OF 4)	DATE	NOVEMBER 19, 2021
	DRAWN	
	CHECKED (1)	
	CHECKED (2)	
	PROJECT MANAGER	

SIGNAGE AND PAVEMENT MARKINGS NOTES

- PAVEMENT MARKINGS & SIGNING SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS AND PALM BEACH COUNTY TYPICAL T-P-17. UNLESS NOTED OTHERWISE, STRIPING SHALL BE 6" WIDE PAINTED AND SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION SECTION 710, FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 17346, LATEST REVISION, AND/OR MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- STOP BAR, CROSSWALK AND ALL HANDICAP STRIPING SHALL BE THERMOPLASTIC PER FDOT SPECIFICATION SECTION 711.
- STOP SIGN PLACEMENT SHALL BE PER THE MUTCD AND FDOT.
- SIGN POSTS SHALL BE PER FDOT STANDARD PLANS/INDEX 700-010, LATEST EDITION.

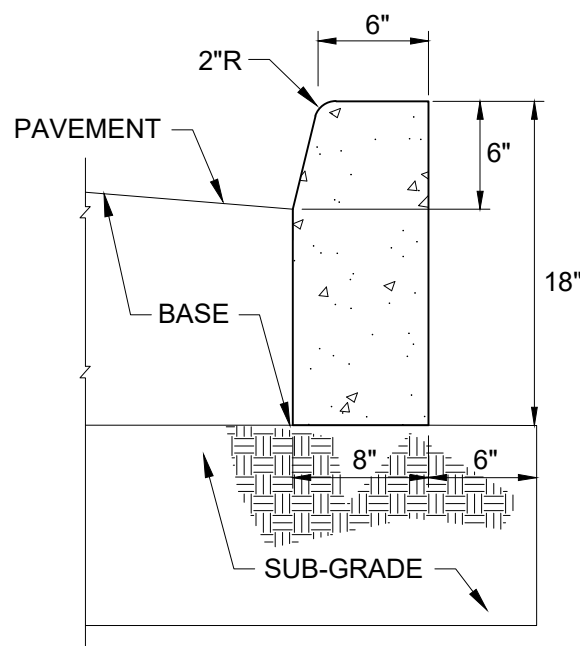


PARKING LOT STRIPING TYPICALS



ASPHALT PAVEMENT JOINT

N.T.S.

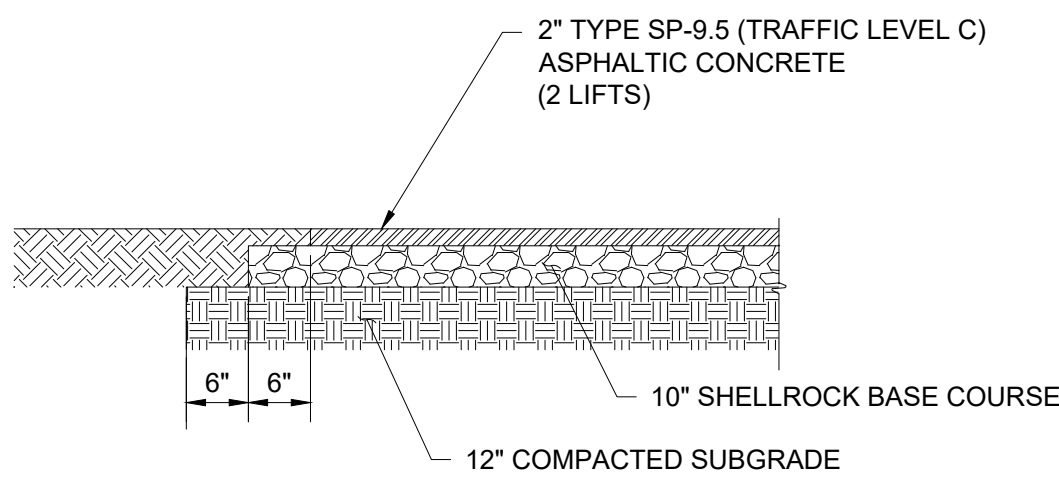


TYPE 'D' CURB DETAIL

N.T.S.

PER FDOT INDEX 300, LATEST EDITION.

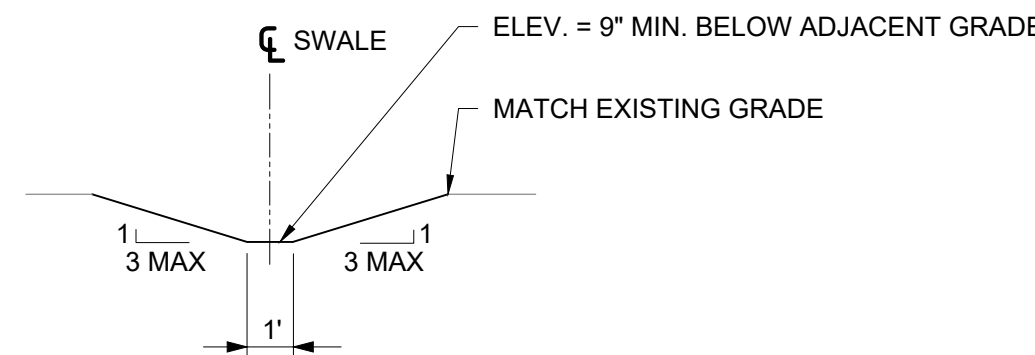
COMPACT SUBGRADE TO AT LEAST 98% OF THE MAXIMUM DENSITY DETERMINED BY AASHTO T-180.



TYPICAL ASPHALT PAVEMENT SECTION

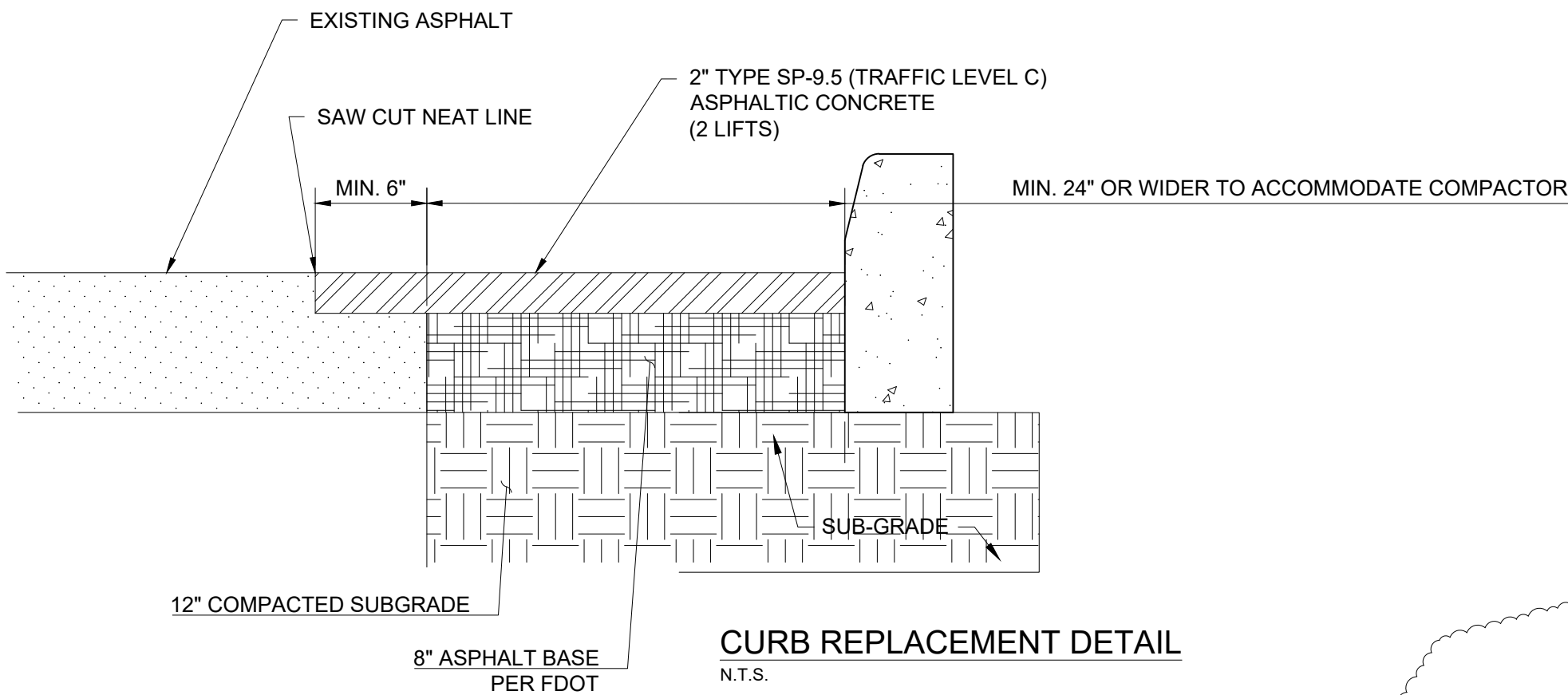
N.T.S.

COMPACT SUBGRADE AND BASEROCK TO AT LEAST 98% OF THE MAXIMUM DENSITY DETERMINED BY AASHTO T-180



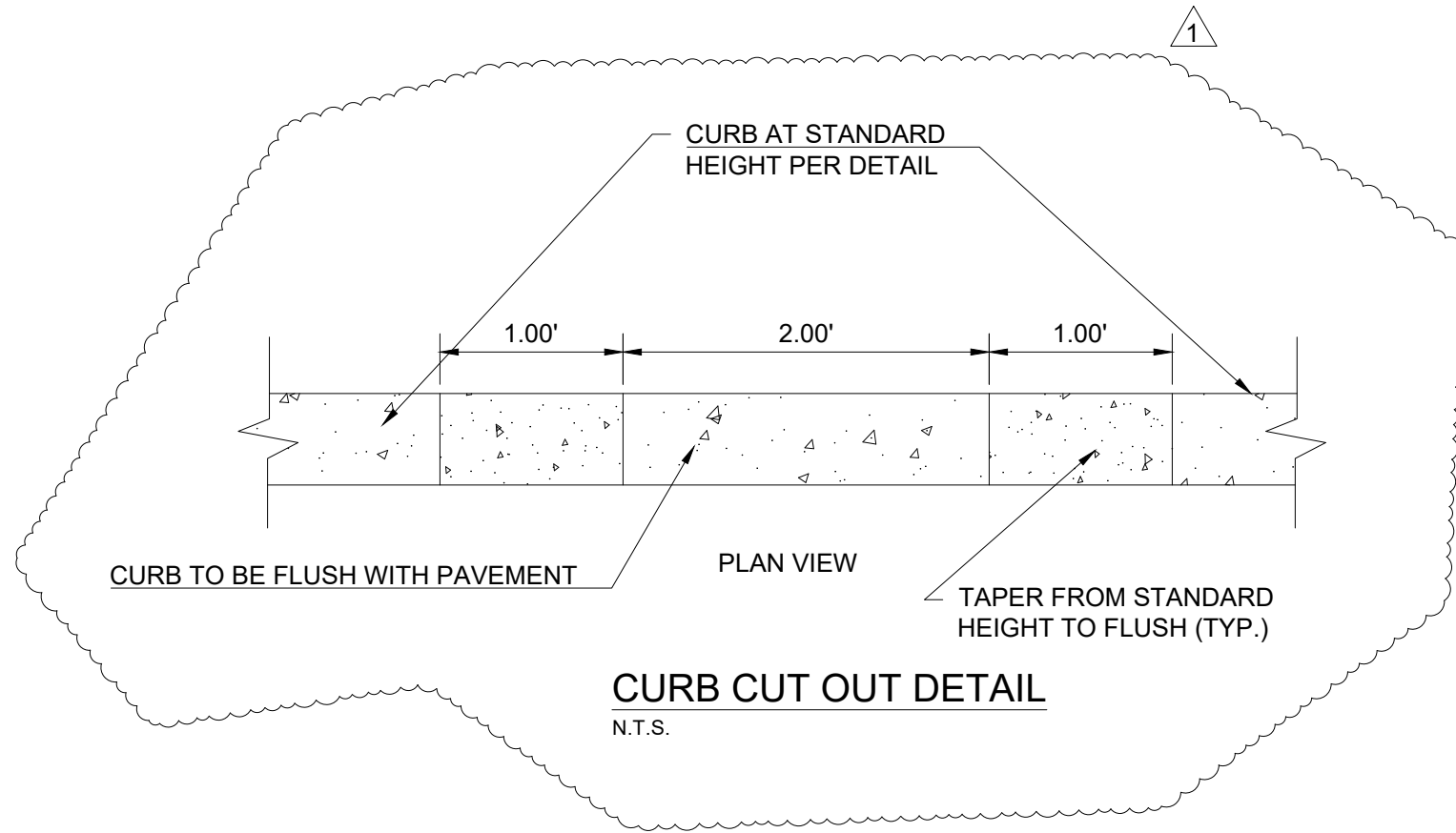
SWALE SECTION

N.T.S.



CURB REPLACEMENT DETAIL

N.T.S.



CURB CUT OUT DETAIL

N.T.S.

Always call 811 two full business days before you dig to have underground utilities located and marked.

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REVISIONS			
NO.	DATE	REMARKS	BY
1	4/7/22	REV. PER COLUMBIA	

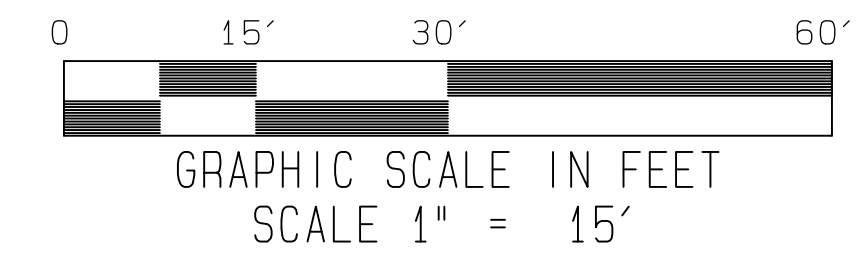
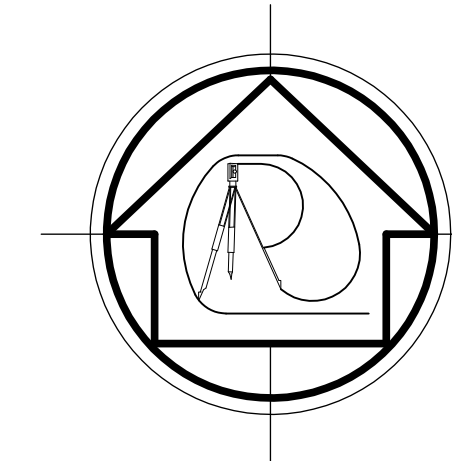
Jupiter Civil
Engineering Company, LLC
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COLOMBINO BAKERY
CIVIL DETAILS
4439 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406

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Joseph N. Kuczyk, Jr., P.E.
License #66592

DATE	NOVEMBER 19, 2021	PROJECT	MANAGER
DRAWN		CHECKED (1)	
CHECKED (2)		CHECKED (2)	
PROJECT		MANAGER	
JOB NO.	21059.100	C-4	(4 OF 4)



LEGEND

- A/C - AIR CONDITIONER ON SLAB
- C/O - CLEAN OUT
- CPP - CONCRETE POWER POLE
- FH - FIRE HYDRANT
- TSS - TRAFFIC SIGNAL BOX
- WPP - WOOD POWER POLE
- WV - WATER VALVE
- TS - TRAFFIC SIGN
- - FOUND 5/8" IRON ROD WITHOUT CAP
- ⦿ - SET 1/2" IRON ROD AND CAP 'LB 7667'

DESCRIPTION

LOTS 8 AND 9, ERIE TERRACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 24, PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THE SOUTH 20 FEET THEREOF.

ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF LOTS 8 AND 9, ERIE TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 2, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AS SHOWN ON SHEETS 4 AND 5 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ITEM/SEGMENT NO. 4378781, SECTION 93150-2510, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A MAG NAIL AND DISK STAMPED "LB 6770", FOUND MARKING THE SOUTH ONE-QUARTER (S 1/4) CORNER OF SAID SECTION 12; THENCE NORTH 01°30'19" WEST ALONG THE NORTH-SOUTH ONE-QUARTER (N-S 1/4) SECTION LINE OF SAID SECTION 12; A DISTANCE OF 600.21 FEET TO THE POINT OF TANGENT STA. 453+33.12, BEING A POINT ON THE BASELINE OF SURVEY OF STATE ROAD 809 (MILITARY TRAIL); THENCE CONTINUE NORTH 01°30'19" WEST ALONG SAID NORTH-SOUTH ONE-QUARTER (N-S 1/4) SECTION LINE AND SAID BASELINE OF SURVEY OF STATE ROAD 809 (MILITARY TRAIL); A DISTANCE OF 733.95 FEET TO THE POINT OF INTERSECTION WITH THE BASELINE OF SURVEY OF STATE ROAD 882 (FOREST HILL BOULEVARD); THENCE SOUTH 88°46'41" EAST ALONG SAID BASELINE OF SURVEY OF STATE ROAD 882 (FOREST HILL BOULEVARD); A DISTANCE OF 282.59 FEET; THENCE NORTH 01°13'19" EAST ALONG A LINE AT RIGHT ANGLE TO THE PREVIOUSLY DESCRIBED COURSE, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 882 (FOREST HILL BOULEVARD) AND THE POINT OF BEGINNING;

THENCE NORTH 01°30'19" WEST ALONG THE WESTERLY LINE OF SAID LOT 8, A DISTANCE OF 17.02 FEET; THENCE SOUTH 74°19'40" EAST, A DISTANCE OF 48.09 FEET; THENCE SOUTH 88°46'41" EAST, A DISTANCE OF 8.59 FEET; THENCE SOUTH 01°13'19" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 882 (FOREST HILL BOULEVARD); THENCE NORTH 88°46'41" WEST ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 882 (FOREST HILL BOULEVARD), A DISTANCE OF 54.34 FEET TO THE POINT OF BEGINNING.

LYING IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA. INCLUDED LAND CONTAINS 12,714 SQUARE FEET, MORE OR LESS.

NOTES

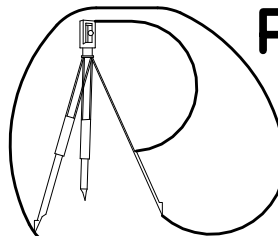
- REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
- ELEVATIONS SHOWN HEREON ARE IN FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, NAVD 88, AND ARE RELATIVE TO PALM BEACH COUNTY BENCHMARK FH 14, WHOSE PUBLISHED ELEVATION IS 17.553 FEET.
- FLOOD ZONE X
MAP 12099C0588F, EFFECTIVE OCTOBER 5, 2017.
- ADDRESS: 4439 FOREST HILL BOULEVARD
WEST PALM BEACH, FLORIDA 33406

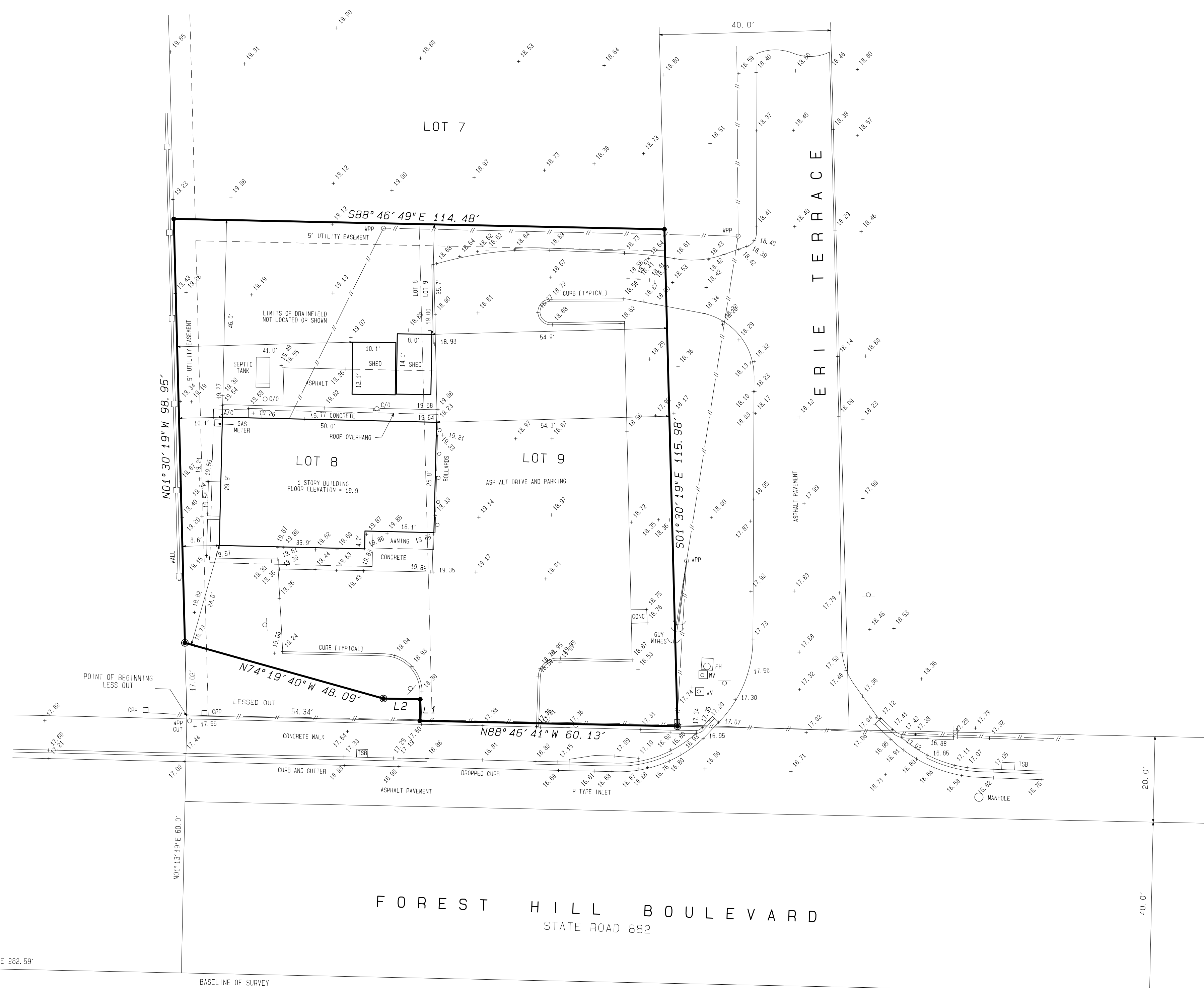
CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 65J-17.050-052, FLORIDA ADMINISTRATIVE CODE. THERE ARE NO VISIBLE ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

10/25/21	RHS	21-65	BOUNDARY AND TOPOGRAPHIC SURVEY		
REVISIONS					
BOUNDARY SURVEY COLOMBINO BAKERY					
 RICHARD H. SMITH, INC. SURVEYING AND MAPPING FLORIDA LICENSE NUMBER LB 7667 rsmithsurveying@gmail.com 4902 FOREST DALE DRIVE LAKE WORTH, FL 33449 (561) 536-8191					7300BND PROJECT NUMBER 7300
					SHEET 1 OF 1



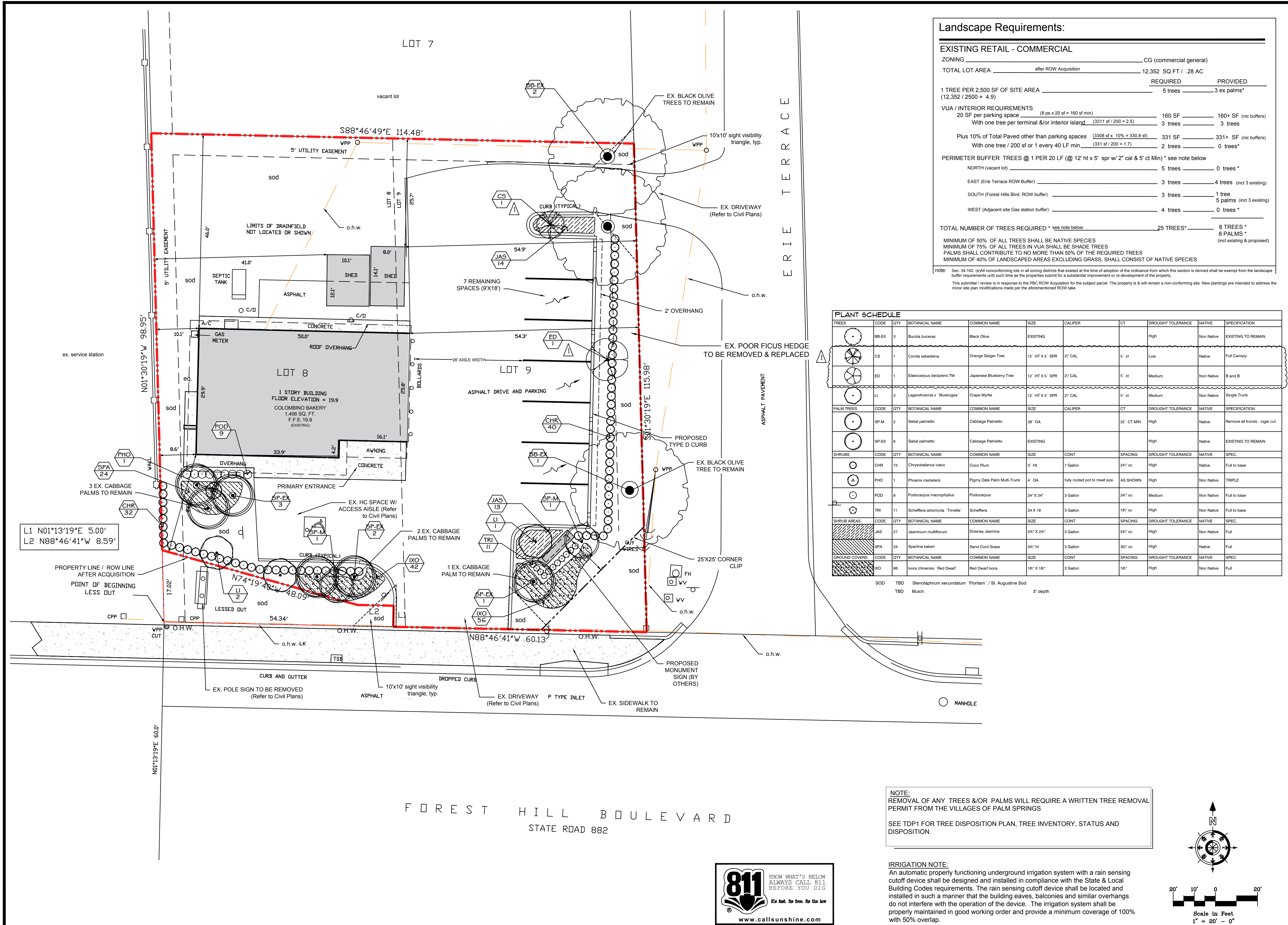
N-S QUARTER SECTION LINE, SECTION 12 AND BASELINE OF SURVEY
N01°30'19"E 1334.16'

MILITARY TRAIL
STATE ROAD 809

POINT OF COMMENCEMENT
LESS: OUT
SOUTH 1/4 CORNER
SECTION 12/44/42

L1 N01°13'19"E 5.00'
L2 N88°46'41"W 8.59'

BASELINE OF SURVEY
S88°46'41"E 282.59'



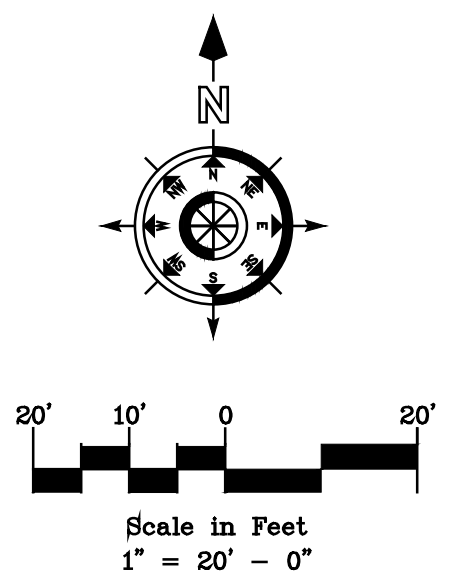
Landscape Requirements:			
EXISTING RETAIL - COMMERCIAL			
ZONING	CG (commercial general)		
TOTAL LOT AREA	after ROW Acquisition	12,352 SQ FT / .28 AC	
		REQUIRED	PROVIDED
1 TREE PER 2,500 SF OF SITE AREA (12,352 / 2500 = 4.9)		5 trees	3 ex palms*
VUA / INTERIOR REQUIREMENTS (8 ps x 20 sf = 160 sf min)			
20 SF per parking space	(3311 sf / 200 = 2.5)	160 SF	160+ SF (nic buffers)
With one tree per terminal &/or interior island		3 trees	3 trees
Plus 10% of Total Paved other than parking spaces (3306 sf x .10% = 330.6 sf)		331 SF	331+ SF (nic buffers)
With one tree / 200 sf or 1 every 40 LF min (331 sf / 200 = 1.7)		2 trees	0 trees*
PERIMETER BUFFER TREES @ 1 PER 20 LF (@ 12' ht x 5' spr w/ 2" cal & 5' ct Min) * see note below			
NORTH (vacant lot)		5 trees	0 trees *
EAST (Erie Terrace ROW Buffer)		3 trees	4 trees (incl 3 existing)
SOUTH (Forest Hills Blvd. ROW buffer)		3 trees	1 tree
WEST (Adjacent site Gas station buffer)		4 trees	0 trees *
TOTAL NUMBER OF TREES REQUIRED * see note below		25 TREES*	8 TREES * 8 PALMS * (incl existing & proposed)
MINIMUM OF 50% OF ALL TREES SHALL BE NATIVE SPECIES MINIMUM OF 75% OF ALL TREES IN VUA SHALL BE SHADE TREES PALMS SHALL CONTRIBUTE TO NO MORE THAN 50% OF THE REQUIRED TREES MINIMUM OF 40% OF LANDSCAPED AREAS EXCLUDING GRASS, SHALL CONSIST OF NATIVE SPECIES			
note: Sec. 34-162. (e) All nonconforming lots in all zoning districts that existed at the time of adoption of the ordinance from which this section is derived shall be exempt from the landscape buffer requirements until such time as the properties submit for a substantial improvement or re-development of the property. This submittal / review is in response to the TRC ROW Acquisition for the subject parcel. The property is & will remain a non-conforming site. New plantings are intended to address the minor site plan modifications made per the aforementioned ROW take.			

PLANT SCHEDULE											
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	GALIPER	CT	DROUGHT TOLERANCE	NATIVE	SPECIFICATION	
	BB-EX	3	Bucida buceras	Black Olive	EXISTING			High	Non Native	EXISTING TO REMAIN	
	CS	1	Cordia sebestena	Orange Geiger Tree	12' HT X 5' SPR	2" CAL	5' ct	Low	Native	Full Canopy	
	ED	1	Elaeocarpus decipiens TM	Japanese Blueberry Tree	12' HT X 5' SPR	2" CAL	5' ct	Medium	Non Native	B and B	
	LI	3	Lagerstroemia x 'Muskogee'	Crape Myrtle	12' HT X 5' SPR	2" CAL	5' ct	Medium	Non Native	Single Trunk	
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	GALIPER	CT	DROUGHT TOLERANCE	NATIVE	SPECIFICATION	
	SP-M	2	Sabal palmetto	Cabbage Palmetto	28' OA		22' CT MIN	High	Native	Remove all fronds - cigar cut	
	SP-EX	6	Sabal palmetto	Cabbage Palmetto	EXISTING			High	Native	EXISTING TO REMAIN	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONT	SPACING	DROUGHT TOLERANCE	NATIVE	SPEC.	
	CHR	72	Chrysobalanus icaco	Coco Plum	3' HT	7 Gallon	24" oc	High	Native	Full to base	
	PHO	1	Phoenix roebelenii	Pigmy Date Palm Multi-Trunk	4' OA	fully rooted pot to meet size	AS SHOWN	High	Non Native	TRIPLE	
	POD	9	Podocarpus macrophyllus	Podocarpus	24" X 24"	3 Gallon	24" oc	Medium	Non Native	Full to base	
	TRI	11	Schefflera arborescens 'Trinette'	Schefflera	24 X 18	3 Gallon	18" oc	High	Non Native	Full to base	
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONT	SPACING	DROUGHT TOLERANCE	NATIVE	SPEC.	
	JAS	27	Jasminum multiflorum	Downey Jasmine	24" X 24"	3 Gallon	24" oc	High	Non Native	Full	
	SPA	24	Spartina bakeri	Sand Cord Grass	24" HT	3 Gallon	30" oc	High	Native	Full	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONT	SPACING	DROUGHT TOLERANCE	NATIVE	SPEC.	
	WO	98	Ixora chinensis 'Red Dwarf'	Red Dwarf Ixora	18" X 18"	3 Gallon	18"	High	Non Native	Full	
SOD	TBD		Stenotaphrum secundatum 'Floritan'	St. Augustine Sod							
	TBD		Mulch				3" depth				

NOTE:
REMOVAL OF ANY TREES &/OR PALMS WILL REQUIRE A WRITTEN TREE REMOVAL PERMIT FROM THE VILLAGES OF PALM SPRINGS

SEE TDP1 FOR TREE DISPOSITION PLAN, TREE INVENTORY, STATUS AND DISPOSITION.

IRRIGATION NOTE:
An automatic properly functioning underground irrigation system with a rain sensing cutoff device shall be designed and installed in compliance with the State & Local Building Codes requirements. The rain sensing cutoff device shall be located and installed in such a manner that the building eaves, balconies and similar overhangs do not interfere with the operation of the device. The irrigation system shall be properly maintained in good working order and provide a minimum coverage of 100% with 50% overlap.



PROJECT LANDSCAPE ARCHITECT:



LBLA, INC
5610 Adair Way
Lake Worth, FL 33467
Phone: 561-644-3237
LbenderLarch@gmail.com
FL-LA6666715

PROJECT ENGINEER:
Joseph M. Kusnir, Jr., P.E.
jmk@jupitercivil.com
P: (561) 277-6602 | C: (561) 317-6547
www.jupitercivil.com
Jupiter Civil Engineering Company, LLC
5500 Military Trail, Ste 22-215
Jupiter, FL 33458

COLOMBINO BAKERY
VILLAGES OF PALM SPRINGS
4439 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406

1	staff comments - jpl	2/23/22
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CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY OWNER, ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.



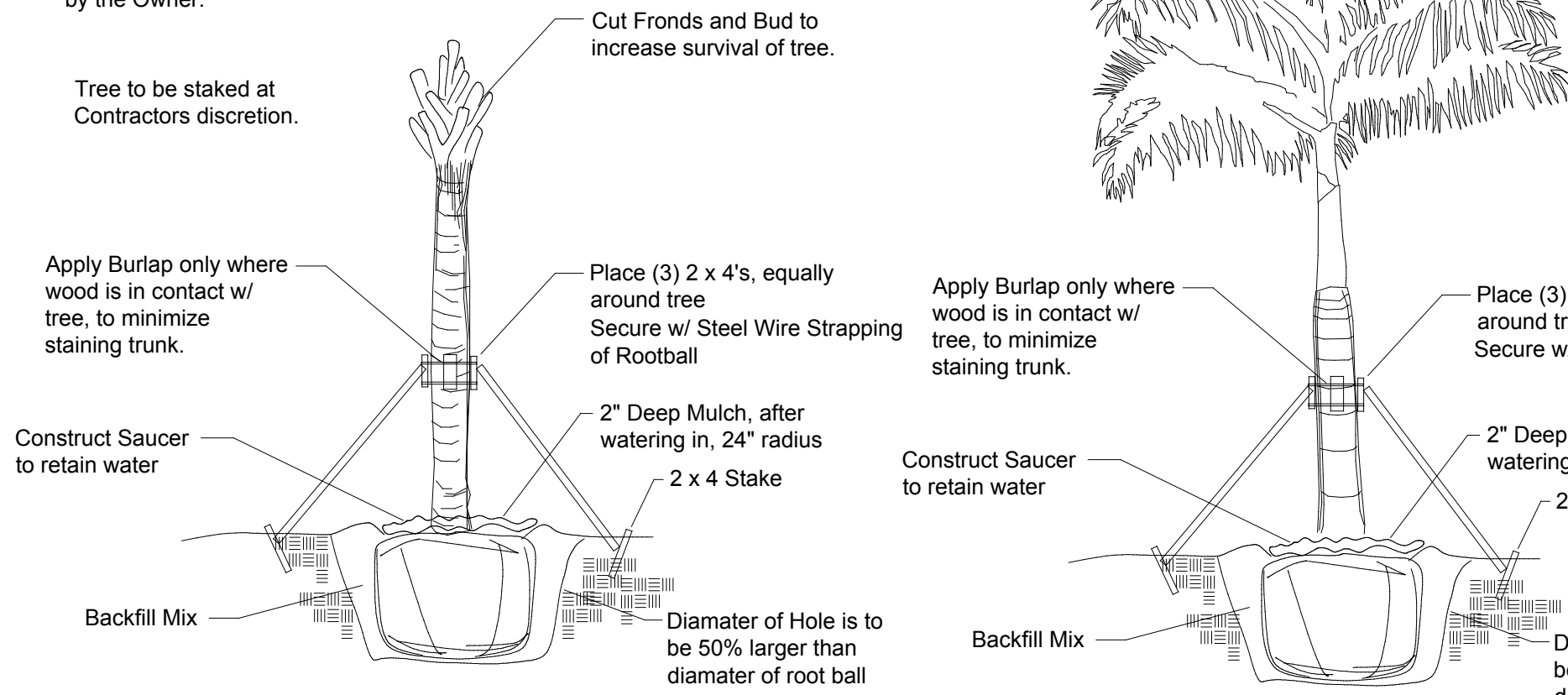
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DATE PRINTED:	2022-02-23	CHECKED BY:	LMB
SCALE:	1"=20'-0"	PROJECT NO.	21-075
TITLE:			

PROPOSED
LANDSCAPE PLAN

DRAWING NO.
LP1

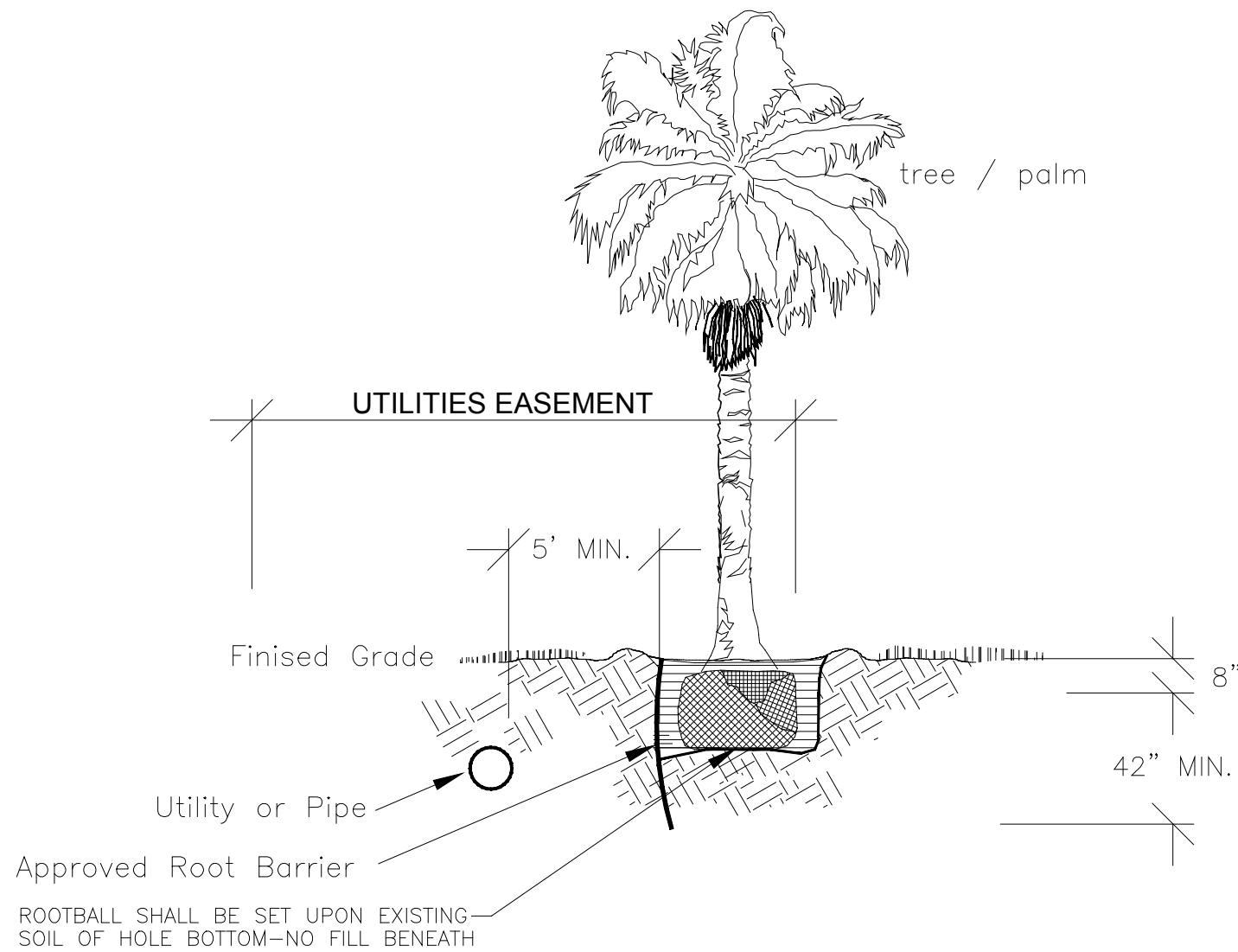
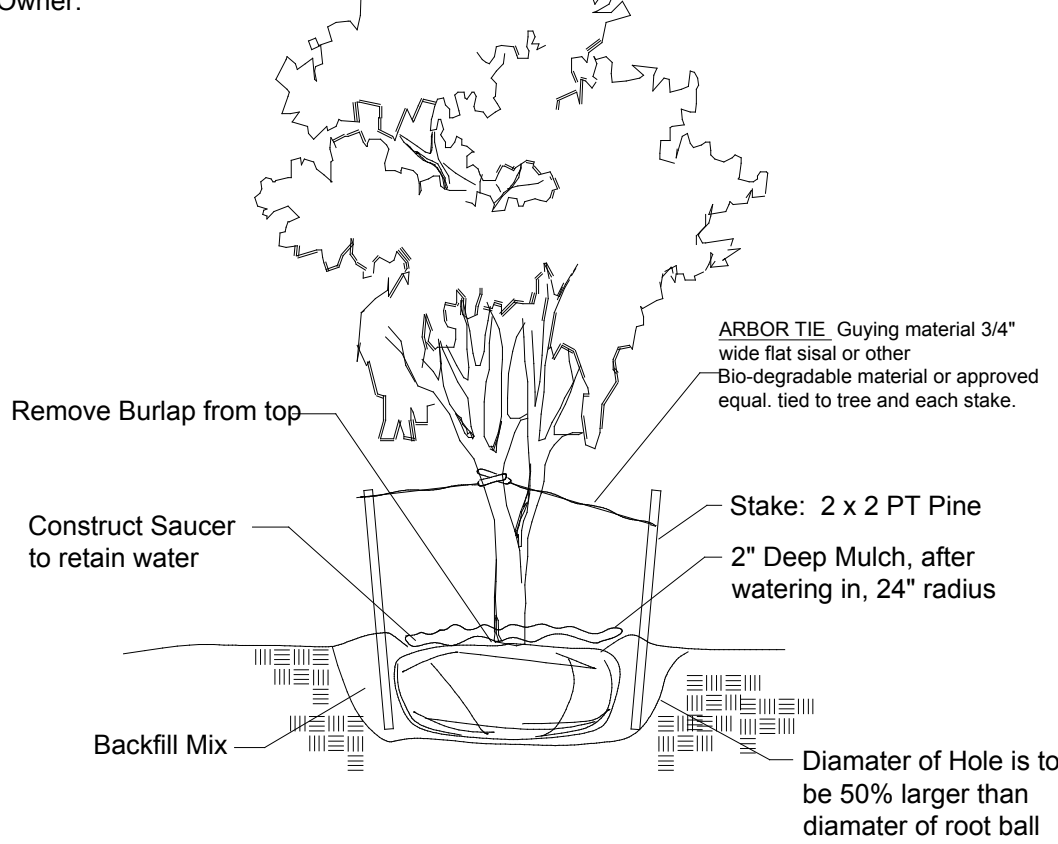
Palm Tree Staking Detail

Tree Stakes are to be removed between 6-12 months by the Owner.



Tree Staking Detail

Tree Stakes are to be removed between 6-12 months by the Owner.



CONTRACTOR SHALL FOLLOW MANUFACTURERS DIRECTIONS FULLY AND COMPLETELY FOR INSTALLATION.

CONTRACTOR SHALL PROVIDE "CUT SHEET" INFORMATION ON ROOT BARRIERS TO ARCHITECT/PLANNERS PRIOR TO INSTALLATION

ROOT BARRIER DETAIL

NO SCALE

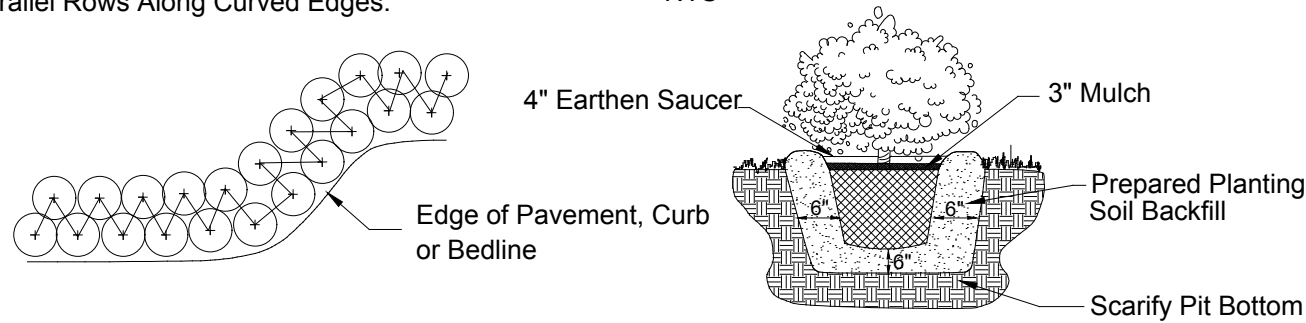
Shrub & Groundcover Planting Detail

NTS

Note: All Shrubs And Groundcovers Shall Be Triangular Spaced Along Straight Edges And Will Be Planted In Parallel Rows Along Curved Edges.

SHRUB DETAIL

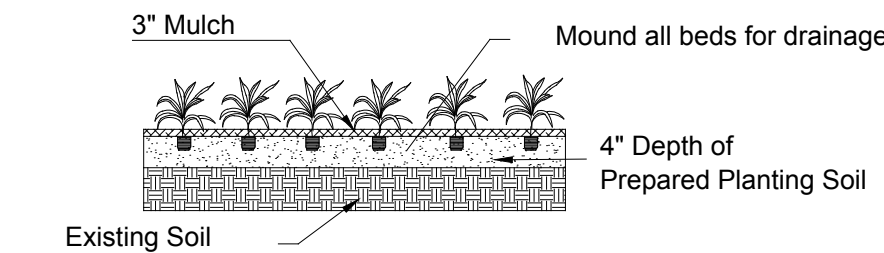
NTS



Groundcover & Annual Detail

NTS

NOTE: Annuals Are To Be Planted As Per Groundcover Detail Excluding Mulch.



Notes

All Plants shall be Florida No.1 or better.

Contractor Shall be familiar w/ the Landscape code and shall comply with all of its applicable requirements.

Contractor shall verify all quantities indicated at time of bid. Contractor shall provide unit prices at time of bid.

All contractors working on the project shall be licensed and fully insured as required.

Tree and palm staking shall be removed between 6 and 12 months after planting.

Planting Specifications

QUALITY: All plants shall be Florida No.1 or better as given in Grades & Standards for Nursery Plants, Parts I and II, latest edition published by the Florida Department of Consumer Services.

RESEARCH : Contractor shall research plans and site to determine present location of utilities and obstructions before commencing work. Contractor shall ensure that before he commences work that all necessary permits have been obtained.

The contractor shall personally examine the project site and fully acquaint himself with all of the existing conditions in order that no misunderstanding may occur.

No Additional compensation will be granted, after bid has been let for any hardships the contractor may encounter in the performance of his duty. Any discrepancies or errors not addressed at the time of bid.

DRAWINGS : Drawings are part of this contract. Any discrepancies between the drawings and specifications shall be brought to the attention of the owner at time of bid.

SCOPE : Under this contract, the work consists of furnishing all labor, material, equipment, transportation, etc., to complete all landscaping work as shown on the Drawings, as included in the Plant List and as herein specified. Work shall include all construction and maintenance/watering of all planting areas of this Contract until accepted by the Owner.

The contractor shall be responsible for all planting/ maintenance of plants until acceptance by Owner. Contractor shall protect all existing structure, plants etc., from damage during the construction process.

All damage shall be repaired at the contractors expense

WARRANTY: All trees shall be warrantied for a period of 1 year. All shrubs and groundcovers shall be warrantied for a period of 90 days, and sod shall be warrantied for a period of 30 days. Warranty begins at time of acceptance. All warranties shall be provided to the owner.

REPLACEMENT: All plant replacements shall be done with the same size and species of plant that was specified.

SAMPLES: Samples of any landscape material may be required for approval on the site or as otherwise determined by the Owner. Upon approval of samples (i.e. mulch, planting soil, plant varieties, etc.) by the Owner, delivery of material may begin. Approved samples shall be stored on the site and protected until furnishing of materials is completed. Plant samples be planted in permanent positions, but labeled as samples.

SUBSTITUTIONS : Any substitutions made for any reason must be approved by the owner.

WATER : It is the contractors responsibility to obtain and adequately water the plants during the duration of the installation phase. All plants shall be freshly dug, healthy and be well branched, free from disease and insects.

CONTAINER GROWN MATERIAL : All container grown materials shall be healthy vigorous, well rooted plants, and established in the container so that the root mass will retain its shape and hold together when removed from the container.

PALMS : Only a minimum number of fronds shall be removed from the crown of palm trees to facilitate moving and handling. Cabbage palm heads shall be tied with a burlap strip per the following procedure: The first (inside) row of fronds contiguous to bud shall be removed. The next 3-4 rows shall be tied to bud for support. The remaining (lower) fronds shall be removed. Tied fronds and bud tip shall not be clipped. Burlap strip shall be left in place until the tree is well established.

PALMS : Clear trunk (c.t.) shall be measured from the ground at time of installation to the point where the mature aged trunk joins the immature green portion of the tree. Caliper shall be measured at breast height. Overall height (OA) shall be measured from the ground at the time of installation to a point one-quarter the length of the unopened bud below the bud tip.

SHADE TREES : Height shall be measured from the ground to the avg. height of canopy. Spread shall be measured to the average outer edge. Single trunk trees shall be free from low-crotches.

SHRUBS: Height shall be measured from the ground to the average point where mature plant growth stops. Spread shall be measured to the end of branching equally across the shrub mass. Measurements are not to include any terminal growth.

SOD: Sod shall be measured on the basis of square footage. Contractor shall be responsible for coverage of the square footage shown on the plans.

SOD: Time delivery so that sod will be placed within 24 hours after.

MULCH: Apply 3" NON-CYPRESS mulch to all planting areas. Keep mulch from piling up along the base of the tree and shrubs. Mulch to be measured after compaction.

FINE GRADING

The landscape contractor shall be responsible for fine grading of the site. This means that the site shall be brought within 1" of final grade so that the landscape contractor will be able to perform final grading. All landscape areas, sod areas, are to be fine graded.

PLANT LAYOUT: All bed areas shall have planting laid out prior to planting.

The Landscape Architect shall review all layout prior to planting. If the bed and shrub layout is not inspected prior to planting, the Landscape Architect reserves the right to relocate the plants.

SOIL

Planting beds shall contain good soil, complete with organic sand mix. There shall be no construction debris, rock larger than 1" within bed areas. Soil shall be dark grey-brown in organic color and shall have good drainage characteristics.

Soil within planting beds shall not be compacted. All compacted sub-base/ shell is to be removed from all landscape areas.

BACKFILL/SOIL MIX
50% decomposed organic matter (muck)
50% existing soil
pH: 5.5 - 7.0

FERTILIZER : Two fertilizers shall be used in all types of plantings except palms. Granular fertilizer shall be uniform in composition, dry and free flowing.

This fertilizer shall be 6-6-6 Nitrogen-Phosphorous-Potassium. Tablet Fertilizer (Agriform or equal) in 21 gr size, shall meet the following requirements: 20% Nitrogen, 10% Phosphorous, 10% Potassium. The two fertilizers will be applied at the following rates:

1. PLANT SIZE 6-6-6 "AGRIFORM" TABLET (21 GRAM)
1 gal. 1/4 lb. 1
3 gal. 1/3 lb. 2
7-15 gal. 1/2 lb. 4
1"-6" caliper 2 lbs./1" cal. 2/1" caliper
6" and larger 3 lbs./1" cal. 2/1" caliper

2. Magnesium sulfate or "Palm Special" will be applied to all palms at installation at a rate of 1/2 lb. per inch of trunk caliper.

PRUNING: Each plant shall be pruned to complement the natural character of the tree. All dead and brown fronds, leaves, branches shall be removed.

TREE GUYING AND BRACING : Firmly stake or guy all trees in accordance with the plans and planting details immediately after planting to prevent wind damage.

WEED CONTROL: All landscape areas shall be free of nut grass, torpedo grass, and other noxious weeds.

PLANT MAINTENANCE: Contractor shall maintain all plants until final acceptance by owner.

CLEAN-UP: Contractor shall clean site area every day. The site shall be devoid of all rubbish, landscape debris, containers.

LANDSCAPE NOTES:

FDOT Type D or F curb shall be provided along the perimeter of all landscaped, open space, drainage and grassed areas adjacent to paved vehicular use areas, except where wheel stops are provided.

Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30" and 8' above crown of road.

Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers or other landscaped areas.

Landscape shall not be placed around structures in a manner so as to impede accessibility for fire rescue operations..

All new landscape areas shall be provided with 100 % automatic irrigation coverage. A Functioning rain sensor/shut-off device shall be required on all irrigation systems.

Mulch all plant beds as specified in details using hardwood, non-cypress to 3" depth.

The soil utilized within the parking island areas MUST be a minimum of 36" in depth of natural soil NOT consisting of road rock, imported fill or other miscellaneous debris..

FOR ALL TREE PLANTINGS :

Synthetic burlap ball covering materials shall be completely removed.

Wire baskets shall be cut off to a depth of 1/2 (half) the depth of the root ball.

Burlap coverings shall be removed to a depth of 1/3 (third) of the root ball.

Any tree support materials shall be removed from each tree once it is established.

All Canopy trees shall be planted no closer than 10' to any underground utilities UNLESS a root barrier is used.

Root Barrier to be installed shall be a min 36" depth

Install as per Manufacture specs:

Root Solutions (800)554-0914

Biobarrier (800)257-6687 Or Equal

If any proposed Trees/Palms are adjacent to exiting overhead utility lines, then principles of FPL "Plant the Right Tree in the Right Place" shall be adhered to. Alteration of proposed material shall be reviewed by Project LA for approval & notification to City.

IRRIGATION NOTE:

An automatic properly functioning underground irrigation system with a rain sensing cutoff device shall be designed and installed in compliance with the State & Local Building Codes requirements. The rain sensing cutoff device shall be located and installed in such a manner that the building eaves, balconies and similar overhangs do not interfere with the operation of the device. The irrigation system shall be properly maintained in good working order and provide a minimum coverage of 100% with 50% overlap.

Irrigation Design shall be consistent with Section 34-227 of the LDC and MUST be in compliance with the Water Wise Ordinance 2069

48 HOURS BEFORE DIGGING

CALL TOLL FREE

1-800-432-4770

SUNSHINE STATE 1 CALL

UNDERGROUND UTILITIES

NOTIFICATION CENTER

PROJECT LANDSCAPE ARCHITECT:



LBLA, INC

5610 Adair Way

Lake Worth, FL 33467

Phone: 561-644-3237

LbenderLarch@gmail.com

FL-LA6666715

PROJECT ENGINEER:

Joseph M. Kusnir, Jr., P.E.

joe@jupitercivil.com

P: (561) 277-6602 | C: (561) 317-6547

www.jupitercivil.com

Jupiter Civil Engineering Company, LLC

5500 Military Trail, Ste 22-215

Jupiter, FL 33458

COLOMBINO BAKERY

VILLAGES OF PALM SPRINGS

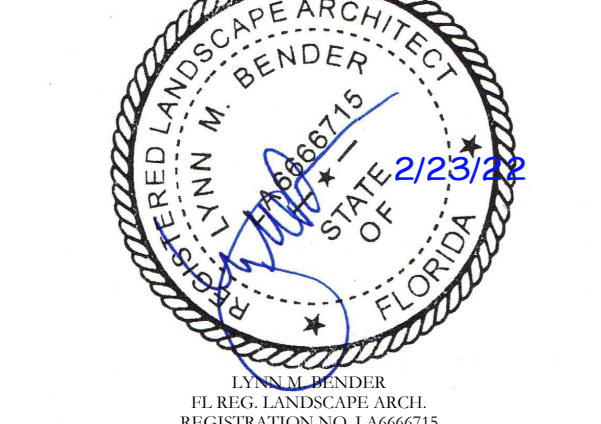
4439 FOREST HILL BLVD.

WEST PALM BEACH, FL 33406

1	staff comments - fpl	2/23/22

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CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY OWNER/ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

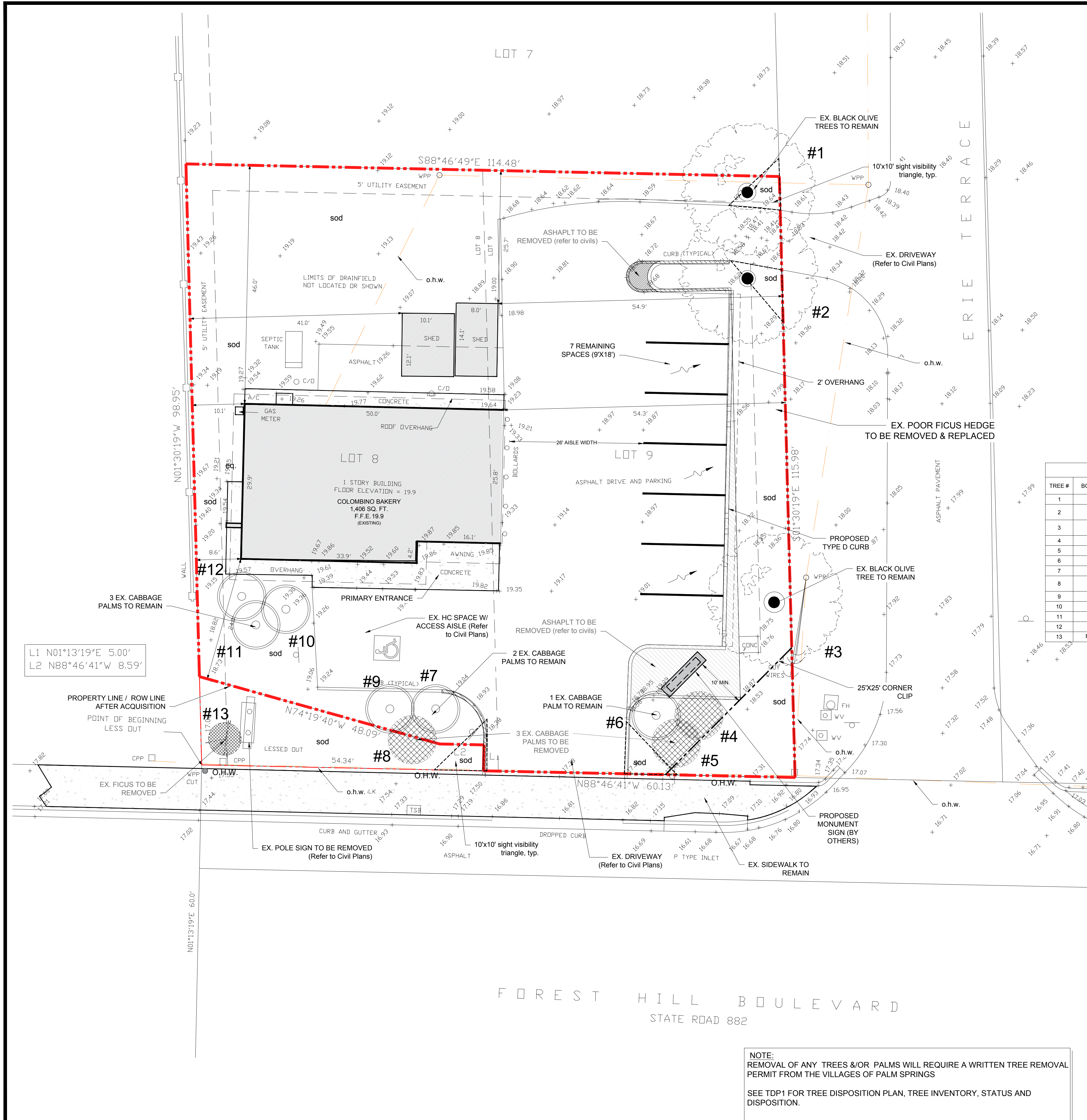


DATE:	2021-11-25	DRAWN BY:	LMB
DATE PRINTED:	2022-02-23	CHECKED BY:	LMB
SCALE:	1"=20'-0"	PROJECT NO.	21-075
TITLE:			

LANDSCAPE DETAILS
& SPECIFICATIONS

DRAWING NO.

LP2



NOTE:

REMOVAL OF ALL TREES & PALMS WILL REQUIRE A WRITTEN TREE REMOVAL PERMIT FROM THE VILLAGES OF PALM SPRINGS, FL

SEE LP1 & LP2 FOR PROPOSED LANDSCAPE PLANTINGS & PLANT SCHEDULE

ALL INVASIVE EXOTIC VEGETATION AND ANY OTHER PLANTS LISTED AS CAT. 1 ON THE FLEPPC LIST OF FLORIDA'S MOST INVASIVE SPECIES SHALL BE REMOVED FROM THE SITE AND MAINTENANCE SHALL GUARANTEE CONTROL OF RE-INVASION

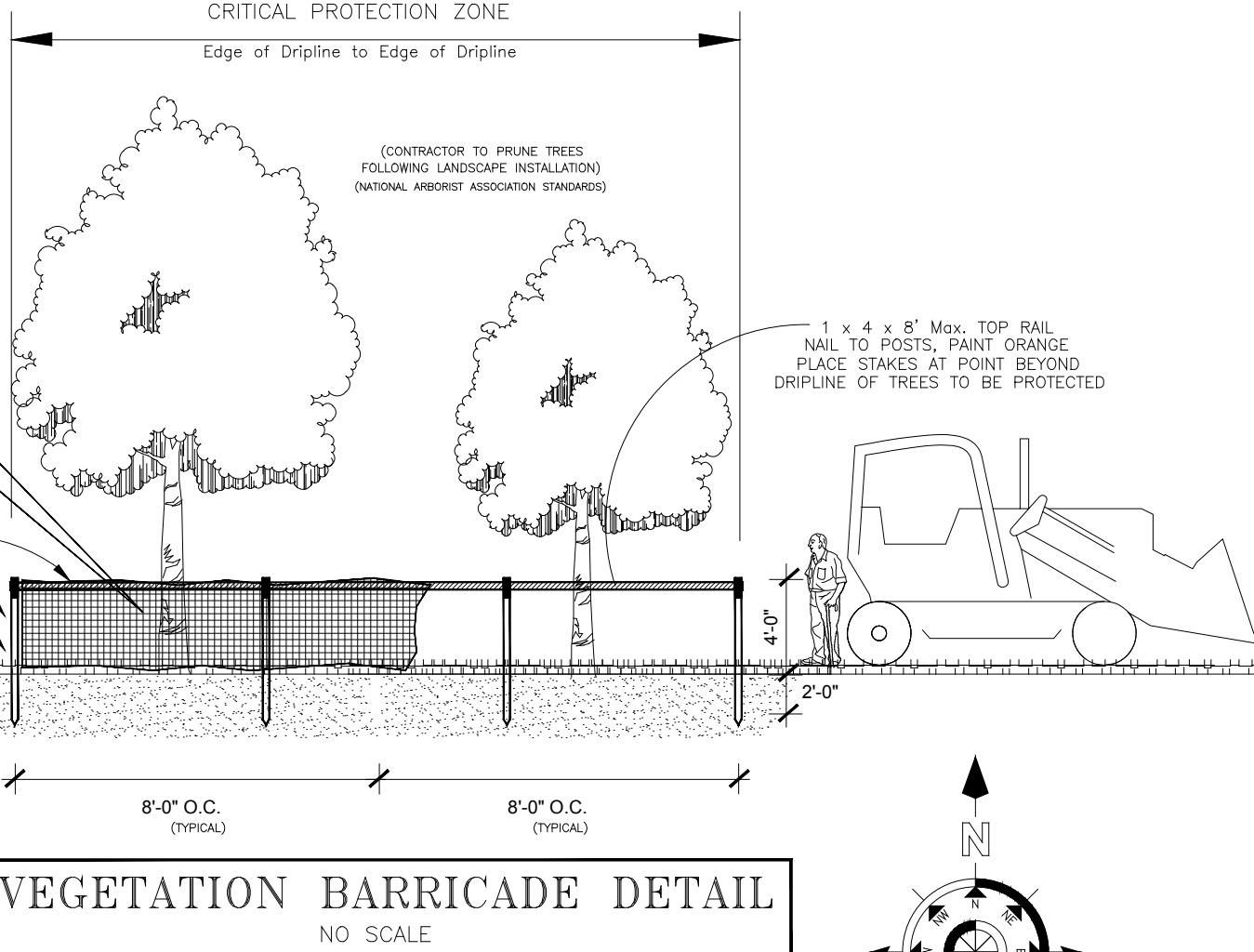
Existing Plant Symbol Key

#5 — TREE NUMBER

- BLACK OLIVE TREE to remain
- SABAL PALM to remain
- SABAL PALM to be removed
- FICUS TREE (multi) to be removed

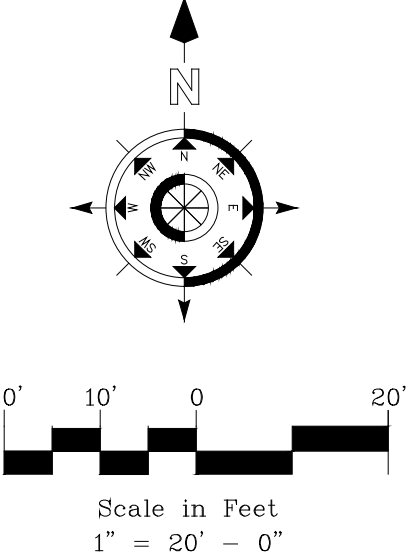
EXISTING TREE DISPOSITION CHART

TREE #	BOTANICAL NAME	COMMON NAME	APPROX. HT (FT)	APPROX. SPR (FT)	EXISTING DBH (IN)	CONDITION RATING	DISPOSITION	MITIGATION	NOTES
1	Bucida buceras	BLACK OLIVE	40	40	24	GOOD	PRESERVE		needs pruned by cert. arborist / lis. tree trimmer
2	Bucida buceras	BLACK OLIVE	40	40	24	FAIR	PRESERVE		needs pruned by cert. arborist / lis. tree trimmer
3	Bucida buceras	BLACK OLIVE	35	40	20	GOOD	PRESERVE		co-dominant, needs pruned by cert. arborist / lis. tree trimmer
4	Sabal palmetto	CABBAGE PALM	26 ct	10	10	GOOD	REMOVE	REPLACE 1:1	new sign face
5	Sabal palmetto	CABBAGE PALM	26 ct	8	8	GOOD	REMOVE	REPLACE 1:1	o.h.w. present
6	Sabal palmetto	CABBAGE PALM	26 ct	10	8	GOOD	PRESERVE		
7	Sabal palmetto	CABBAGE PALM	30 ct	10	10	GOOD	PRESERVE		
8	Sabal palmetto	CABBAGE PALM	26 ct	10	8	FAIR	REMOVE	mitigated with tree on site	o.h.w. present, on / in new row
9	Sabal palmetto	CABBAGE PALM	26 ct	10	8	GOOD	PRESERVE		
10	Sabal palmetto	CABBAGE PALM	26 ct	10	10	GOOD	PRESERVE		
11	Sabal palmetto	CABBAGE PALM	26 ct	10	8	GOOD	PRESERVE		
12	Sabal palmetto	CABBAGE PALM	26 ct	10	8	GOOD	PRESERVE		
13	Ficus benjamina	FICUS SPP.	15	12	multi	POOR / 20 %	REMOVE	n/a	multi at base, cuts, sucker growth, poor structure



NOTE:
REMOVAL OF ANY TREES &/OR PALMS WILL REQUIRE A WRITTEN TREE REMOVAL PERMIT FROM THE VILLAGES OF PALM SPRINGS
SEE TDP1 FOR TREE DISPOSITION PLAN, TREE INVENTORY, STATUS AND DISPOSITION.

NOTE:
ALL INVASIVE EXOTIC SPECIES ARE TO BE REMOVED FROM SITE.



PROJECT LANDSCAPE ARCHITECT:



LBLA, INC
5610 Adair Way
Lake Worth, FL 33467
Phone: 561-644-3237
LbenderLarch@gmail.com
FL-LA6666715

PROJECT ENGINEER:

Joseph M. Kusnir, Jr., P.E.
joe@jupitercivil.com
P: (561) 277-6602 | C: (561) 317-6547
www.jupitercivil.com
Jupiter Civil Engineering Company, LLC
5500 Military Trail, Ste 22-215
Jupiter, FL 33458

COLOMBINO BAKERY
VILLAGES OF PALM SPRINGS
4439 FOREST HILL BLVD.
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1	staff comments - fpl	2/23/22
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CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY OWNER / ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.



DATE:	2021-11-25	DRAWN BY:	LMB
DATE PRINTED:	2022-02-23	CHECKED BY:	LMB
SCALE:	1"=20'-0"	PROJECT NO.	21-075
TITLE:			

EXISTING TREE DISPOSITION PLAN

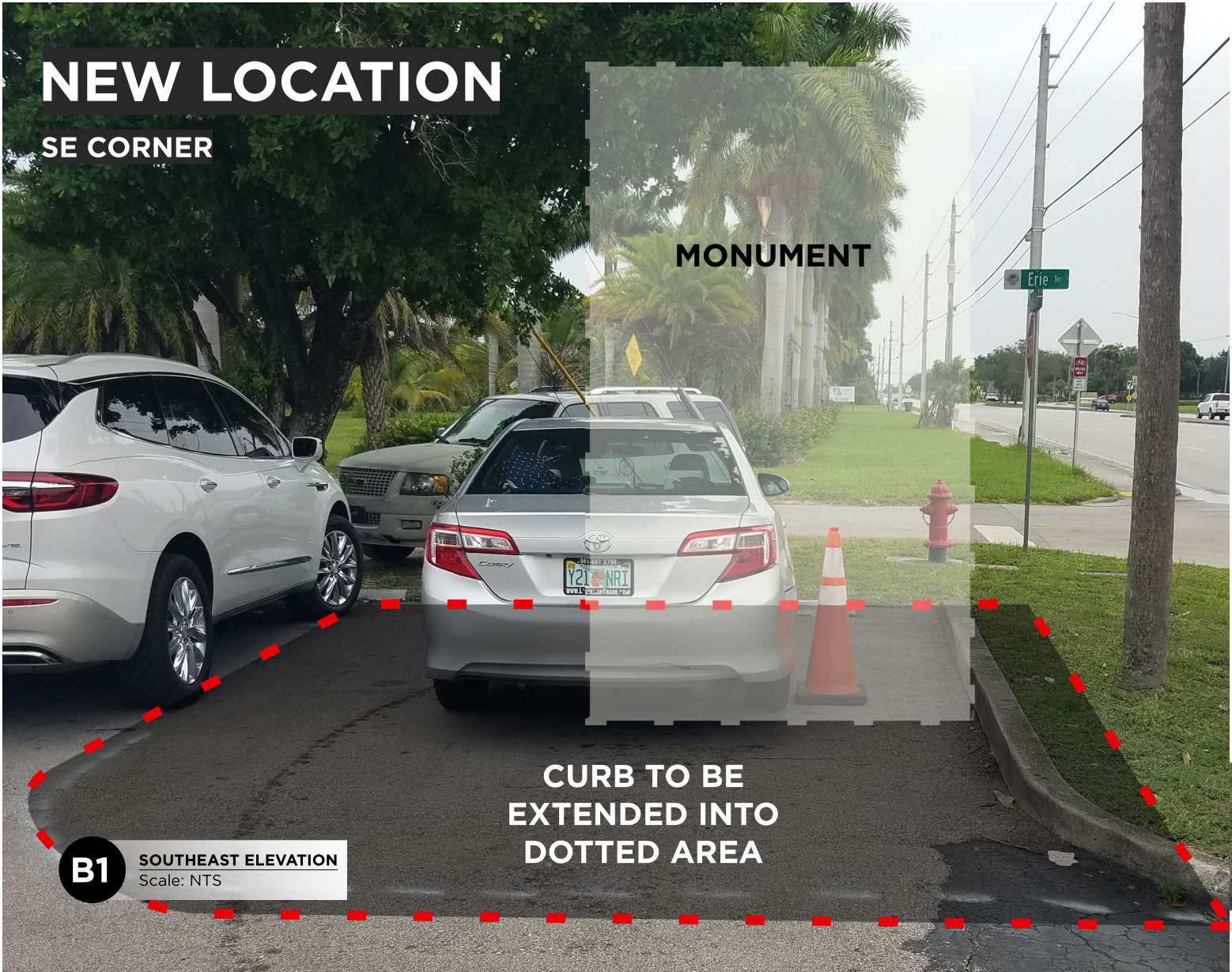
DRAWING NO.

TDP1

EXISTING TREE DISPOSITION PLAN (overlaid w/ proposed site plan)

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

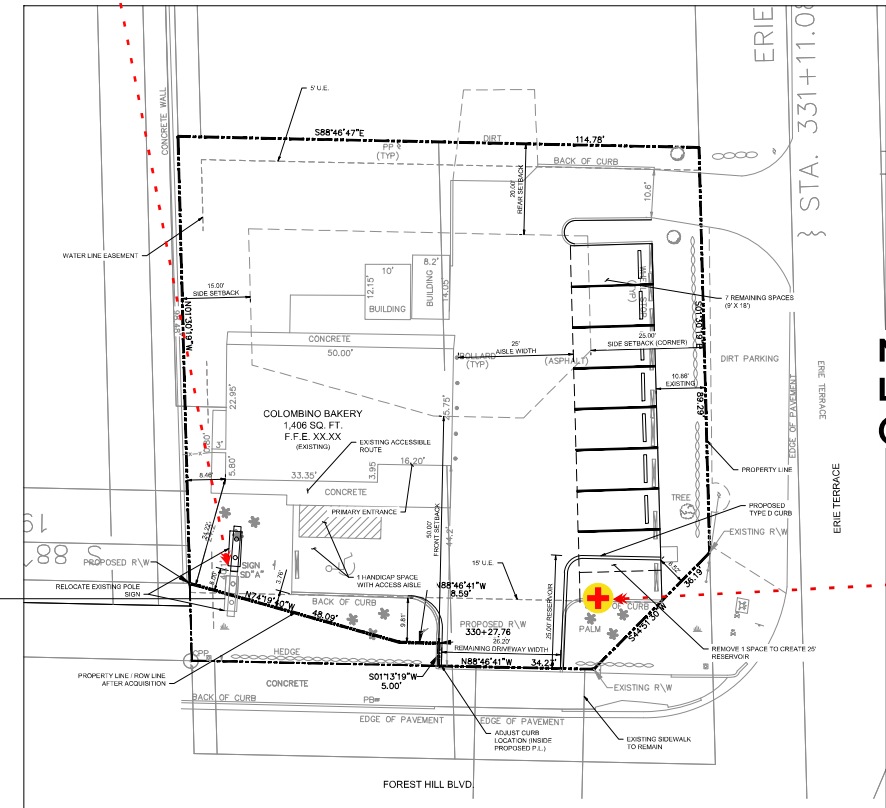
EXISTING & NEW SIGN LOCATION



INTERNALLY ILLUMINATED DOUBLE-SIDED CABINET SIGN W/ PLEX FACE

monument painted to match building

OLD SIGN LOCATION



C1 SITE MAP

Scale: NTS

FRONT



C2 MEASUREMENTS & SPECS

Scale: 1/2" = 1'

Faces: Plex Face

Letter Style: Windsor/Gotham

Max Height: 12

Allowed Sq. Ft: 120

Proposed Sq. Ft: 120



FILE: Colombino_Exterior Signage_SM_V8
ADDRESS: 4439 Forrest Hill Boulevard
MUNICIPALITY: Village of Palm Springs

REVISION V5: 03/17 | CHANGES TO SIZE
REVISION V6: 04/25 | CHANGES TO SIZE
REVISION V7: 04/27 | CHANGES TO SIZE
REVISION V8: 05/17 | CHANGES TO SIZE

CLIENT APPROVAL:
START DATE: 09/08/2021 **SALE REP:** Tina **ARTIST:** Alisha/ Steph

FULL ELEVATION RENDERING



May 17, 2022

To: Iramis Cabrera, VPS Planning, Zoning & Building Director

From: Tara Bamber, PE 

**Re: Colombino Bakery at 4439 Forest Hill Blvd.
Site Plan Approval Letter
Engenuity Group Project No. 6001.125**

We have received the following through email on 5-13-22:

1. Civil Plan, 3 sheets (C-1, C-3, C4), revised 4-7-22, by Jupiter Civil Engineering Company, LLC.
2. Landscape Plan, 1 sheet (LP1), revised 2-23-22, by LBLA, Inc.
3. FDOT Email Correspondence, 1 sheet, dated 2-7-22
4. Response to Comments Letter, 3 sheets, dated 5-10-22, by Leigh Robinson Kerr & Associates, Inc.

We recommend Site Plan approval with the following conditions:

1. The Erie Terrace entrance shall remain non-conforming as no improvements are proposed. If improvements are proposed, the entrance shall be updated to meet code.
2. Additional comments may be asked at time of Civil/Utility permit review.

If you should have any questions, please give me a call at 561-655-1151.

Cc: Lisa Tropepe, PE
Rogelio Perez Gonzalez

Rogelio J. Perez Gonzalez

From: Hymowitz, Larry <Larry.Hymowitz@dot.state.fl.us>
Sent: Monday, February 7, 2022 15:26
To: Rogelio J. Perez Gonzalez
Cc: D4 Access Management
Subject: RE: Request For Review and Comment - Colombino Bakery 4439 Forest Hill Boulevard Site Plan Amendment - 202200067

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.

We have no comments, Rogelio. Thank you for the opportunity to review.



Larry Hymowitz

Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us



From: Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>
Sent: Wednesday, February 2, 2022 9:43 AM
To: Pinnock, Kylla <Kylla.Pinnock@fpl.com>; Turbet, Daniel <Daniel.Turbet@FPL.com>; Hymowitz, Larry <Larry.Hymowitz@dot.state.fl.us>; Wesley Jolin R. <WJolin@pbcgov.org>; Yash Nagal <YNagal@pbcgov.org>; Christopher Schulle <CSchulle@WasteProUSA.com>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: Request For Review and Comment - Colombino Bakery 4439 Forest Hill Boulevard Site Plan Amendment - 202200067

EXTERNAL SENDER: Use caution with links and attachments.

Good morning,

Please review and comment on these development plans for the site near the northeast corner of Forest Hill and Military Trail.

The Overall Plan is on page 18 of the PDF.

The Landscape Plan is on pages 22 and 23 of the PDF.

Details on the proposed monument sign are on pages 26 through 28.

Rogelio J. Perez Gonzalez

From: Ramos, Nicholas <Nicholas.Ramos@fpl.com>
Sent: Monday, May 16, 2022 17:59
To: Turbet, Daniel; Rogelio J. Perez Gonzalez; Pinnock, Kylla
Cc: Iramis Cabrera
Subject: RE: Request for Plan Review - Colombino Bakery - 4439 Forest Hill Boulevard Site Plan Amendment - 20220006

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.

Landscape plan approved.

Thank you,

Nicholas Ramos

Senior Arborist
Florida Power & Light Company
Power Delivery – Vegetation Management
Office: 561-640-2246 | **Email:** Nicholas.Ramos@fpl.com



From: Turbet, Daniel <Daniel.Turbet@fpl.com>
Sent: Monday, May 16, 2022 3:47 PM
To: Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>; Pinnock, Kylla <Kylla.Pinnock@fpl.com>; Ramos, Nicholas <Nicholas.Ramos@fpl.com>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: RE: Request for Plan Review - Colombino Bakery - 4439 Forest Hill Boulevard Site Plan Amendment - 20220006

The FPL Arborist will respond by Wednesday.

Daniel Turbet

Customer Advisor
Florida Power and Light Company
ISA Certified Arborist FL-6552A
Cell: (561)945-3198
Daniel.turbet@fpl.com

From: Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>
Sent: Monday, May 16, 2022 1:46 PM
To: Turbet, Daniel <Daniel.Turbet@fpl.com>; Pinnock, Kylla <Kylla.Pinnock@fpl.com>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: RE: Request for Plan Review - Colombino Bakery - 4439 Forest Hill Boulevard Site Plan Amendment - 20220006

Good morning,

Please review and comment on the attached plans before this coming Wednesday. We need to verify that the proposal is ready for public meetings.

Thanks,



Rogelio Perez *B.U.R.P*

Planner

Planning, Zoning, & Building Department, Village of Palm Springs

(561) 584-8200 Ext. 8462

JWR3+6V2 | 226 Cypress Lane | Palm Springs, Florida 33461-1604

From: Rogelio J. Perez Gonzalez

Sent: Friday, May 13, 2022 10:29

To: Turbet, Daniel <Daniel.Turbet@FPL.com>; Pinnock, Kylla <Kylla.Pinnock@fpl.com>; Tara Bamber <tbamber@engenuitygroup.com>

Subject: Request for Plan Review - Colombino Bakery - 4439 Forest Hill Boulevard Site Plan Amendment - 20220006

Good morning,

Please review and comment on this proposed site plan amendment. The first attachment is the response to the comments you made. Please verify that your comments have been fulfilled.

Thank you,



Rogelio Perez *B.U.R.P*

Planner

Planning, Zoning, & Building Department, Village of Palm Springs

(561) 584-8200 Ext. 8462

JWR3+6V2 | 226 Cypress Lane | Palm Springs, Florida 33461-1604

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** 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

Rogelio J. Perez Gonzalez

From: Wesley Jolin R. <WJolin@pbcgov.org>
Sent: Wednesday, February 2, 2022 11:15
To: Rogelio J. Perez Gonzalez
Subject: RE: Request For Review and Comment - Colombino Bakery 4439 Forest Hill Boulevard Site Plan Amendment - 202200067

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.

No fire rescue comments. Thank you.

Wesley Jolin, IAAI-CFI[®]
Fire Safety Specialist
Palm Beach County Fire Rescue
wjolin@pbcgov.org
561.233.2695
2300 North Jog Road: Suite 1E-40
West Palm Beach FL 33411

From: Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>
Sent: Wednesday, February 2, 2022 9:43 AM
To: Pinnock, Kylla <Kylla.Pinnock@fpl.com>; Turbet, Daniel <Daniel.Turbet@FPL.com>; Hymowitz, Larry <larry.hymowitz@dot.state.fl.us>; Wesley Jolin R. <WJolin@pbcgov.org>; Yash Nagal , PMP <YNagal@pbcgov.org>; Christopher Schulle <CSchulle@WasteProUSA.com>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: Request For Review and Comment - Colombino Bakery 4439 Forest Hill Boulevard Site Plan Amendment - 202200067

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Good morning,

Please review and comment on these development plans for the site near the northeast corner of Forest Hill and Military Trail.

The Overall Plan is on page 18 of the PDF.

The Landscape Plan is on pages 22 and 23 of the PDF.

Details on the proposed monument sign are on pages 26 through 28.

Thanks for your time,

**Colombino Bakery
Description of Project**

A. Background

The subject site is located at 4439 Forest Hill Blvd, Village of Palm Springs, FL 33406. The subject site is developed with the Colombino Bakery, a family-owned bakery/deli in operation for +/- 25 years. The site is zoned CG Commercial General and the land use designation is Commercial.

The Florida Department of Transportation proposes to widen portions of South Military Trail (SR809) and Forest Hill Boulevard (SR882) in the vicinity of the subject site. Refer to Survey. The subject is located on the north side of Forest Hill Boulevard and is therefore impacted by the road widening. The parent tract is 12,899 sq. ft. The area of acquisition is a 548 sq. ft. area generally located on the southwest portion of the site. After acquisition, 12,351 sq. ft. of the site will remain. As a result of the hardship created by FDOT's acquisition, two variances and a site plan modification are requested. Refer to below table and request details.

Description	Code Section	Required	Request
Sign Variance	34-327(b)(1)	Max. height not to exceed 8'	Max. height 12'
	34-327(a)	3' min. landscaping on each side of sign base	Varies from approximately 1 foot to 10 feet
Landscape Buffer Variance	34-162(b)(5)	15' wide buffer area w/ hedge not min. 3' high, w/ trees min. 20' apart. Hedge shall min. 2 diff maintained levels/tiers and installed in a non-linear manner	Varies from 3.72 feet to 24 feet

B. Request

1. Variance – Sign

A 19.9' pole sign was located on the southwest corner of the subject site along Forest Hill Boulevard and provided excellent visibility to passersby for +/- 25 years. The pole sign was permitted as part of the original site plan approval. However, since that time, the Village's LDC was amended and pole signs are no longer permitted, leaving the pole sign legally non-conforming. Due to the FDOT's acquisition and widening of Forest Hill Boulevard, the sign was demolished, and a new sign will be established.

A new 12' tall monument sign is proposed on the southeast corner of the site. Refer to Site Plan.

Per Sec. 34-327 a monument sign is permitted. However, the maximum height of the sign is dependent upon the setback of the sign from the adjacent street with maximum height not surpassing 10' in height. The applicant is requesting a sign variance to permit the new sign which is proposed to be 12' in height but is less than the 19.9' sign originally located on the site.

Per Sec 34-327(b)(2), the maximum permitted area for a monument sign is 120 sq. ft. In addition, **per Sec 34-327(a)**, the 3 foot landscape on each side of side base cannot be achieved on the north side.

Please see attached response to sign variance criteria.

2. Variance – Landscaping

The applicant is requesting landscape variance for the landscape buffer required along Forest Hill Boulevard. A 15' wide buffer area with a hedge not less than 3' in height, supplemented by trees spaced not more than 20' apart, is required. The hedge shall be a minimum of 3' in height at time of planting. The required hedge shall contain a minimum of two different maintained levels or tiers. The required hedge shall be installed in a non-linear manner. As a result of the taking, the landscape buffer area is reduced and the 15' requirement previously described cannot be achieved. The applicant proposes 3.72 to 24 feet in the available buffer area along Forest Hill Blvd.

Please see attached response to landscaping variance criteria.

3. Site Plan Modification

The applicant is requesting a site plan modification to reflect changes to the site's area and details due to the FDOT's condemnation of 548 sq. ft. of the site. The parent tract is 12,899 sq. ft. After acquisition, 12,351 sq. ft. of the site will remain. The affected area is located along Forest Hill Boulevard between the western edge of the access drive and the west property line.

Changes to the site plan resulting from the acquisition include reduced site area, change in property line, relocation of sign, driveway/curbing modifications and landscape buffer modifications.

Colombino
Sign Variance Criteria 34-329(b)

It is the intent of the village council to review sign variance requests, based upon the anticipated impact on the community, as well as the requirements of the applicant, and to balance the needs of each. For purposes of this section, an applicant for a sign variance shall demonstrate "good cause" by complying with a majority of the following five criteria:

- (1) Special and unique conditions exist which are peculiar to the applicant's case and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.

Response: The need for the requested variances and site plan amendment is unique to the applicant as it is a hardship resulting from the FDOT's widening of Forest Hill Boulevard and condemnation of 548 sq. ft. of the subject site, including the location of the existing sign. The condemnation by FDOT and subsequent impact to the site is not generally applicable to other lands, structures, or buildings in the same land development district, but is unique to the site due to the circumstances initiated by FDOT.

- (2) The special and unique conditions are not directly attributable to the actions of the applicant.

Response: The circumstances and special conditions are attributable to the FDOT's widening of Forest Hill Boulevard and condemnation of 548 sq. ft. of the subject site and are not the result of actions by the applicant.

- (3) The literal interpretation of this article, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.

Response: The taking of 548 sq. ft. of land was imposed upon the applicant due to FDOT's widening of Forest Hill Boulevard and resulted in the removal/demolition of the business's sign and reduction of area available for landscaping in certain areas.

The literal interpretation of the applicable sections of the Village's Code would impact the applicant's ability to maintain a monument sign with adequate location and visibility to passersby along Forest Hill Boulevard, particularly as they approach access to the site while traveling west bound on Forest Hill Boulevard.

The sign previously located on the site provided excellent visibility to passersby along Forest Hill Boulevard. Businesses along the corridor commonly enjoy sign/business visibility of a similar nature. The previous sign was a 19.9' high pole

sign located in the southwest corner of the site. The proposed sign is an improved 12' monument sign located at the southeast corner of the site and will provide visibility comparable to the prior condition. The new monument sign along Forest Hill Boulevard is located in a manner that will best provide adequate business identification while also providing safe visibility for ingress/egress.

In conclusion, the taking by FDOT, small size of the site, existing building and parking, and requirements for parking & landscaping, leaves limited locations available for adequate placement of the bakery's sign in a manner commonly enjoyed by other properties in the same district, as well as reduced land for code-compliant landscaping buffers in certain areas along Forest Hill Boulevard.

- (4) The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.

Response: The requested variances are a minimal remediation in response to FDOT's condemnation of 548 sq. ft. of the subject site.

- (5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.

Response: Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved. The proposed sign and relocation will not impede sight lines on public rights-of-way. The proposed monument sign will afford the business a similar condition as existed prior to the FDOT's taking, to the greatest extent possible, which is a reasonable expectation given the hardship imposed on the applicant/business.

Colombino
Sign Landscaping Variance Criteria 34-327(a)

It is the intent of the village council to review sign variance requests, based upon the anticipated impact on the community, as well as the requirements of the applicant, and to balance the needs of each. For purposes of this section, an applicant for a sign variance shall demonstrate "good cause" by complying with a majority of the following five criteria:

- (1) Special and unique conditions exist which are peculiar to the applicant's case and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.

Response: The need for the requested variances and site plan amendment is unique to the applicant as it is a hardship resulting from the FDOT's widening of Forest Hill Boulevard and condemnation of 548 sq. ft. of the subject site, including the location of the existing sign. The condemnation by FDOT and subsequent impact to the site is not generally applicable to other lands, structures, or buildings in the same land development district, but is unique to the site due to the circumstances initiated by FDOT.

- (2) The special and unique conditions are not directly attributable to the actions of the applicant.

Response: The circumstances and special conditions are attributable to the FDOT's widening of Forest Hill Boulevard and condemnation of 548 sq. ft. of the subject site and are not the result of actions by the applicant.

- (3) The literal interpretation of this article, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.

Response: The taking of 548 sq. ft. of land was imposed upon the applicant due to FDOT's widening of Forest Hill Boulevard and resulted in the removal/demolition of the business's sign and reduction of area available for landscaping in certain areas.

The literal interpretation of the applicable sections of the Village's Code would impact the applicant's ability to maintain a monument sign with adequate location and visibility to passersby along Forest Hill Boulevard, particularly as they approach access to the site while traveling west bound on Forest Hill Boulevard.

The sign previously located on the site provided excellent visibility to passersby along Forest Hill Boulevard. Businesses along the corridor commonly enjoy sign/business visibility of a similar nature. The previous sign was a 19.9' high pole sign located in the southwest corner of the site. The proposed sign is an improved

12' monument sign located at the southeast corner of the site and will provide visibility comparable to the prior condition. The new monument sign along Forest Hill Boulevard is located in a manner that will best provide adequate business identification while also providing safe visibility for ingress/egress.

The 3' of landscaping around the base of the sign cannot be achieved on the north side but is exceeded in other areas around the sign.

In conclusion, the taking by FDOT, small size of the site, existing building and parking, and requirements for parking & landscaping, leaves limited locations available for adequate placement of the bakery's sign in a manner commonly enjoyed by other properties in the same district, as well as reduced land for code-compliant landscaping buffers in certain areas along Forest Hill Boulevard.

- (4) The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.

Response: The requested variances are a minimal remediation in response to FDOT's condemnation of 548 sq. ft. of the subject site. While the 3' of landscaping around the base of the sign cannot be achieved on the north side, it is exceeded in other areas around the sign.

- (5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.

Response: Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved. The proposed sign and relocation will not impede sight lines on public rights-of-way. The monument sign as proposed will afford the business a similar condition as existed prior to the FDOT's taking, to the greatest extent possible, which is a reasonable expectation given the hardship imposed on the applicant/business.

Colombino
Site Plan Variance Criteria (Landscape Buffer)
34-603(b)(1)

The applicant is requesting landscape variance for the landscape buffer required along Forest Hill Boulevard. A 15' wide buffer area with a hedge not less than 3' in height, supplemented by trees spaced not more than 20' apart, is required. The hedge shall be a minimum of 3' in height at time of planting. The required hedge shall contain a minimum of two different maintained levels or tiers. The required hedge shall be installed in a non-linear manner. As a result of the taking, the landscape buffer area is reduced and the 15' requirement previously described cannot be achieved. The applicant proposes 3.72 to 24 feet in the available buffer area along Forest Hill Blvd.

(b) Variances.

(1) The planning and zoning board shall authorize, such variance from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary and undue hardship, including any alterations to nonconforming or grandfathered uses or structures. In order to authorize any variance in the terms of this chapter, the land development board must and shall find that:

- a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.

Response: The need for the requested variance is unique to the applicant as it is a hardship resulting from the FDOT's widening of Forest Hill Boulevard and condemnation of 548 sq. ft. of the subject site. The condemnation by FDOT and subsequent impact to the site is not generally applicable to other lands, structures, or buildings in the same land development district, but is unique to the site due to the circumstances initiated by FDOT.

- b. That the special conditions and circumstances do not result from the actions of the applicant.

Response: The circumstances and special conditions are attributable to the FDOT's widening of Forest Hill Boulevard and condemnation of 548 sq. ft. of the subject site and are not the result of actions by the applicant.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.

Response: Granting the variance will not confer special privileges upon the applicant that could not be utilized by any other applicant with similar circumstances. Applicants on behalf of other lands, buildings, or structures in the same land development district would have the ability to request a variance to landscape standards should they be impacted by an FDOT taking.

- d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

Response: The taking of 548 sq. ft. of land was imposed upon the applicant due to FDOT's widening of Forest Hill Boulevard and resulted in the reduction of land area available for landscaping in certain areas.

The LDC requires a 15' landscape buffer area with plantings along Forest Hill Boulevard. This area of the site has been reduced as a result of the condemnation, which is beyond the applicant's control. The applicant will provide a landscape buffer in the available buffer area.

The taking by FDOT, small size of the site, existing building and parking, and requirements for parking & landscaping, leaves reduced land for code-compliant landscaping buffers in certain areas along Forest Hill Boulevard.

- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Response: The requested variance is a minimal remediation in response to FDOT's condemnation of 548 sq. ft. of the subject site. The proposed landscape buffer will afford the business a similar condition as existed prior to the FDOT's taking, to the greatest extent possible, which is a reasonable expectation given the hardship imposed on applicant/business.

- f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

Response: The granting of the variance will be in harmony with the general intent and purpose of this chapter. Although the landscape buffer is being reduced in certain areas along Forest Hill Boulevard, a landscape buffer is being provided to the greatest extent reasonable. Although the site is small, a landscape buffer is being provided in a manner consistent with the purpose of landscaping generally, as stated in Sec 34-132, to improve appearance, promote environmental quality and water conservation, improve design, and provide physical and psychological benefits to those within the Village.

- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Response: Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved. A landscape buffer will continue to exist in a manner that affords the business a similar condition as existed prior to the FDOT's taking, to the greatest extent possible, which is a reasonable expectation given the hardship imposed on applicant/business.

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

CIVIL ACTION NO.: 502020CA010669XXXXMB
Parcel No(s): 112

Petitioner,

-vs-

COLOMBINO BAKERY, INC.,
a Florida corporation, et al.,

Defendants.

_____ /

STIPULATED ORDER OF TAKING

THIS CAUSE coming on to be heard by the Court, and it appearing that proper notice was first given to all the Defendants and to all persons having or claiming any equity, lien, title, or other interest in or to the real property described in the Petition that the Petitioner would apply to this Court for an Order of Taking, and the Court being fully advised in the premises, upon consideration, it is, therefore,

ADJUDGED:

1. That the Court has jurisdiction of the subject matter of and the parties to this cause.
2. That the pleadings in this cause are sufficient, and the Petitioner is properly exercising its delegated authority.
3. That, for the purpose of the parties' stipulation to this Stipulated Order of Taking, each Estimate of Value filed in this cause by the Petitioner was made in good faith and based upon a valid appraisal, but this Order is without prejudice to Defendants' right to challenge the validity of said appraisal at the valuation trial of this matter.

4. That upon the payment of the deposit hereinafter specified into the Registry of this Court, all right, title, or interest specified in the Petition as described herein shall vest in the Petitioner;

Item/Segment No. 4378781
(Section 93150-2510)
01-07-20

Fee Simple Right of Way

Parcel No. 112	State Road 809	Palm Beach County	Description
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A portion of Lots 8 and 9, ERIE TERRACE, according to the plat thereof, as recorded in Plat Book 24, Page 2, of the Public Records of Palm Beach County, Florida, lying in Section 12, Township 44 South, Range 42 East, as shown on Sheets 4 and 6 of the Florida Department of Transportation Right of Way Map for Item/Segment No. 4378781, Section 93150-2510, being more particularly described as follows:

Commence at a mag nail & disk stamped "LB 6770", found marking the South One-Quarter (S. 1/4) Corner of said Section 12; thence North 01°30'19" West along the North-South One-Quarter (N-S 1/4) Section line of said Section 12, a distance of 600.21 feet to the point of tangent STA. 463+33.12, being a point on the Baseline of Survey of State Road 809 (Military Trail); thence continue North 01°30'19" West along said North-South One-Quarter (N-S 1/4) Section line and said Baseline of Survey of State Road 809 (Military Trail), a distance of 733.95 feet to the point of intersection with the Baseline of Survey of State Road 882 (Forest Hill Boulevard); thence South 88°46'41" East along said Baseline of Survey of State Road 882 (Forest Hill Boulevard), a distance of 282.59 feet; thence North 01°13'19" East along a line at a right angle to the previously described course, a distance of 60.00 feet to a point on the Northerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard) and the POINT OF BEGINNING; thence North 01°30'19" West along the Westerly line of said Lot 8, a distance of 17.02 feet; thence South 74°19'40" East, a distance of 48.09 feet; thence South 88°46'41" East, a distance of 8.59 feet; thence South 01°13'19" West, a distance of 5.00 feet to a point on said Northerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard); thence North 88°46'41" West along said Northerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard), a distance of 54.34 feet to the POINT OF BEGINNING.

Containing 548 square feet, more or less.

OWNED BY: COLOMBINO BAKERY, INC., a Florida corporation

SUBJECT TO: Interest, if any, Sheila, Inc., a Florida corporation d/b/a Colombino
Interest, if any, Palm Beach County, a Political Subdivision of the State of Florida.

5. That the deposit of money will secure the persons lawfully entitled to the compensation which will be ultimately determined by final judgment of this Court.

6. That the sum of money to be deposited in the Registry of the Court within twenty (20) days of the entry of this Order, shall be in the amount of:

Parcel 112	<u>\$73,100.00</u>
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TOTAL	<u>\$73,100.00</u>
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7. That on deposit as set forth above and without further notice or Order of this Court, the Petitioner shall be entitled to possession of the property described in the Petition.

8. If Defendants do not remove the business ID sign, concrete pedestal, and any associated underground electrical connections located on Parcel 112 by August 1, 2021, then Petitioner, its agents, representatives, contractors, and/or assigns shall be permitted to undertake reasonable and necessary actions in connection with the removal and/or demolition of the business ID sign, concrete pedestal, and any associated underground electrical connections including entry upon the remainder property in order to disconnect electrical service to the sign provided that Petitioner shall give Defendant and its counsel 48 hours advance written notice of its intent to disconnect said power to the sign, and provided further that such disconnection shall be done in such a manner that avoids any power interruption to the remainder property.

9. The deposit of money referenced in the above paragraphs will secure Defendants' compensation which will be ultimately determined by the final judgment of this Court as to parcel 112. All rights to contest full compensation for the parcels are preserved by Defendants and this Stipulated Order of Taking is without prejudice to Defendants' right to jury trial on the amount of full compensation to ultimately be paid for the property acquired herein.

10. That the Clerk of this Court shall forthwith, upon deposit of the aforesaid sum, pay to the Palm Beach County Tax Collector, Anne Gannon, the amount of pro-rated taxes due on Parcel 112, in the amount of FIFTY-THREE DOLLARS AND TWELVE CENTS (\$53.12) and upon payment, this suit shall stand dismissed only as to the Palm Beach County Tax Collector as to Parcel 112. The Palm Beach County Tax Collector shall have no further claim regarding Parcel 112, except to enforce the terms of this Stipulated Order.

11. That the Clerk of this Court shall forthwith, upon deposit of the aforesaid sum, pay the balance of the deposit, to wit, SEVENTY THREE THOUSAND FORTY SIX DOLLARS AND EIGHTY EIGHT CENTS (\$73,046.88), to the Trust Account of Thomas R. Bolf, P.A., and shall mail said check to Thomas R. Bolf, Esq., P.O. Box 15764, Plantation, FL 33318. Attorney Bolf is authorized to then disburse said proceeds, consistent with his client's directions.

12. The jury shall not be advised that the Defendants stipulated to the taking or joined in a motion for entry of a Stipulated Order of Taking. The fact that a Stipulated Order of Taking was entered in this cause shall not be disclosed to the jury.

13. The Petitioner shall construct its project in substantial conformity with the construction plans attached hereto and incorporated herein as Exhibit "A," unless the parties mutually agree to any changes in the plans. Such changes shall be updated in the plans and attached to an agreement that shall be filed in the court memorializing the agreement and changes.

DONE AND ORDERED in the State of Florida, County of Palm Beach.

 
502020CA010669XXXXMB 04/08/2021
G. Joseph Curley, Jr. Circuit Judge
ADMINISTRATIVE OFFICE OF THE COURT

502020CA010669XXXXMB 04/08/2021
G. Joseph Curley, Jr.
Circuit Judge

JOINT MOTION

Petitioner, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION and
Defendants, COLOMBINO BAKERY, INC. and SHIELA, INC., and PALM BEACH COUNTY
TAX COLLECTOR together move for entry of the foregoing **Stipulated Order of Taking** this
7th day of April 2021. The undersigned counsels are authorized to enter into this Joint Motion.

Florida Department of Transportation

/s/ Jared Silver

Jared Silver, Esq.
Attorney for Petitioner

Florida Bar No. 28471
Florida Department of Transportation
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309
Phone: 954-777-4194
Fax: 954-777-4528
d4-ogcservice@dot.state.fl.us
jared.silver@dot.state.fl.us
angela.parra@dot.state.fl.us

COLOMBINO BAKERY, INC.

/s/ Thomas Bolf

Thomas Bolf, Esq.
Attorney for Defendant Colombino Bakery,
Inc.

Fla. Bar No. 454419
Thomas R. Bolf, P.A.
P.O. Box 15764
Plantation, FL 33318
Phone: 954-368-6590
Fax: 888-552-7522
tbolf@bolflaw.com

SHEILA, INC.

PALM BEACH COUNTY TAX
COLLECTOR

/s/ Anthony PolICASTRO

Anthony PolICASTRO, Esq.
Attorney for Defendant Sheila, Inc.

Florida Bar No. 0937932
PolICASTRO Law Group
28100 US Highway 19 N., Suite 311
Clearwater, FL 33761
Phone: 727-475-1988
Fax: 727-674-1771
tony@policastrolaw.com
eric@policastrolaw.com

/s/ Hampton Peterson

Hampton Peterson, Esq.
Attorney for Defendant Palm Beach County
Tax Collector
Fla. Bar No. 331384
P.O. Box 3715
West Palm Beach, FL 33402
Phone: 561-355-2141
Fax: 561-355-1110
legalservices@pbctax.com

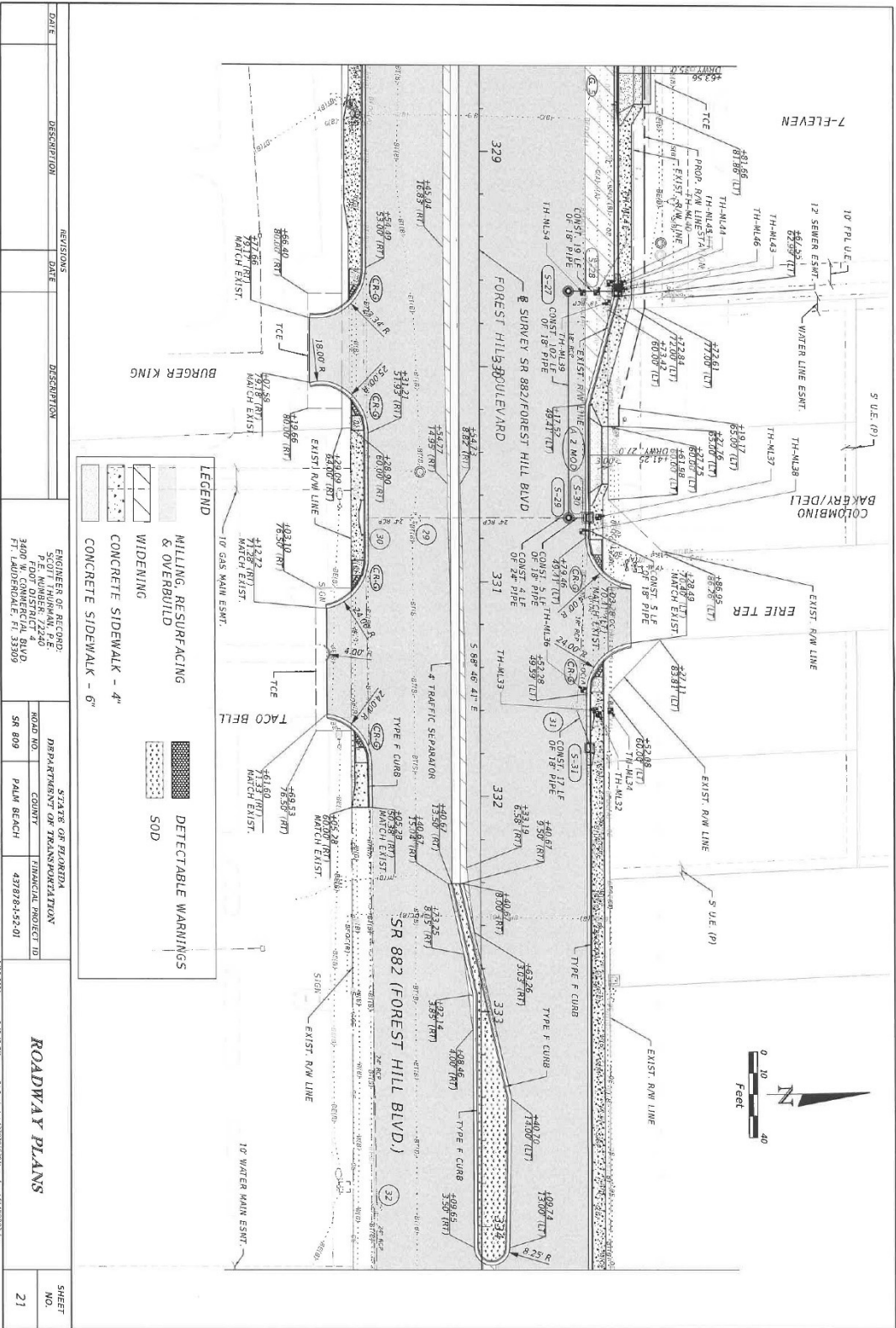
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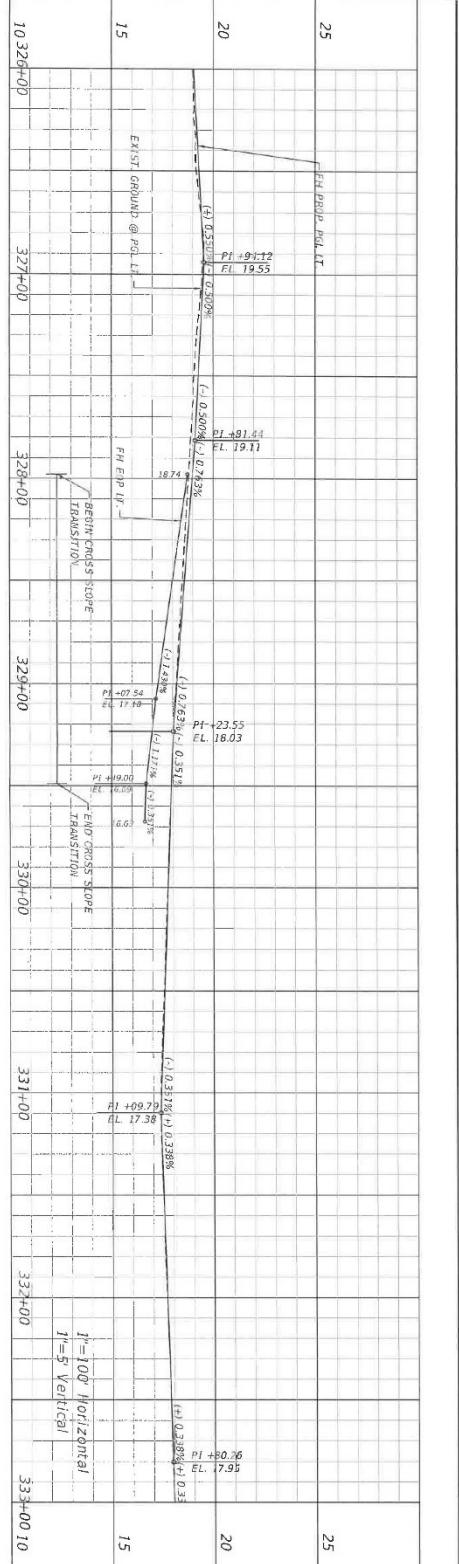
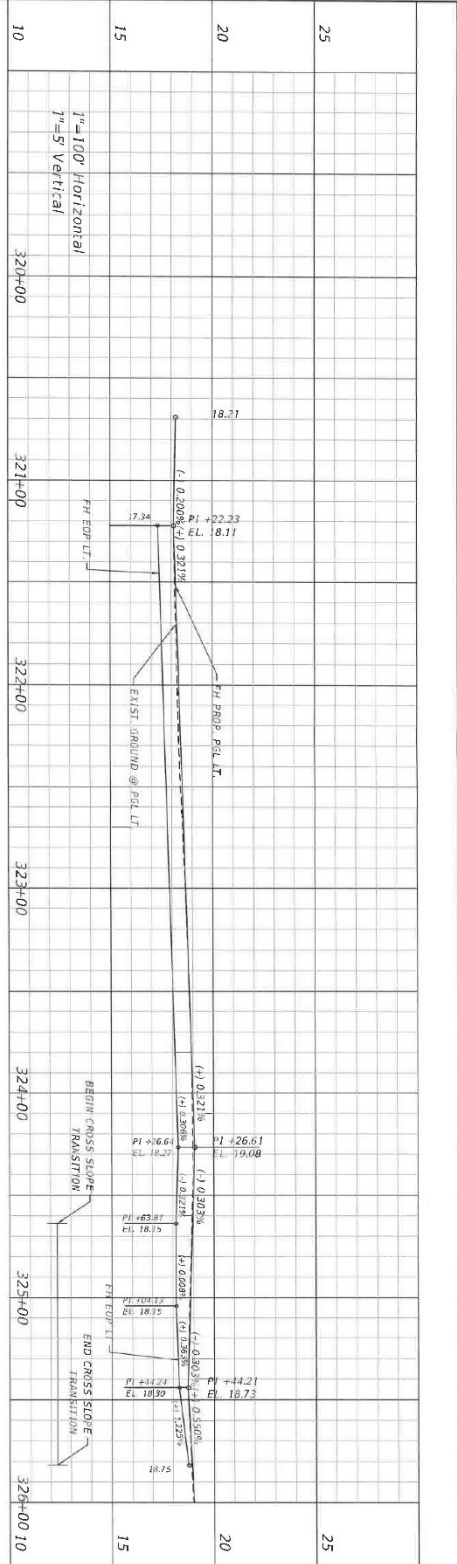
GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBMITTAL TO THE FLORIDA PROFESSIONAL SURVEYOR AND MAPPER OF RECORD (S).
P.S.N. NO. 5763
STEWART, FLORIDA 34599
301 SE OCEAN BLVD, SUITE 301
CERTIFICATE OF AUTHORIZATION: L88630
3. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED BY THE UTILITY/AGENCY OWNERS) ARE BASED ON THE BEST AVAILABLE INFORMATION AND ARE NOT TO BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
4. UTILITY/AGENCY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBER
AT&T FLORIDA	SARAH BEDARD	(561) 340-2400
COMCAST	MARK WILSON	(561) 340-2400
FIREARREST DIRECT (CROWN CASTLE)	DANNY HASSETT	(786) 610-7073
FLORIDA POWER & LIGHTS	JOHN SANCHEZ	(561) 486-1635
FPL DISTRIBUTION	TRICIA GRANUWZIO	(561) 304-3560
FPL TRANSMISSION	MIKE WILDON	(561) 273-5669
PALM BEACH COUNTY WTS	MIKE HAWKINS	(561) 434-5101
VILLAGE OF PALM SPRINGS		
5. PULL BOX COVERS FOR USE WITH TRAFFIC MONITORING SITES SHALL BE STAMPED "TROT PTNS".

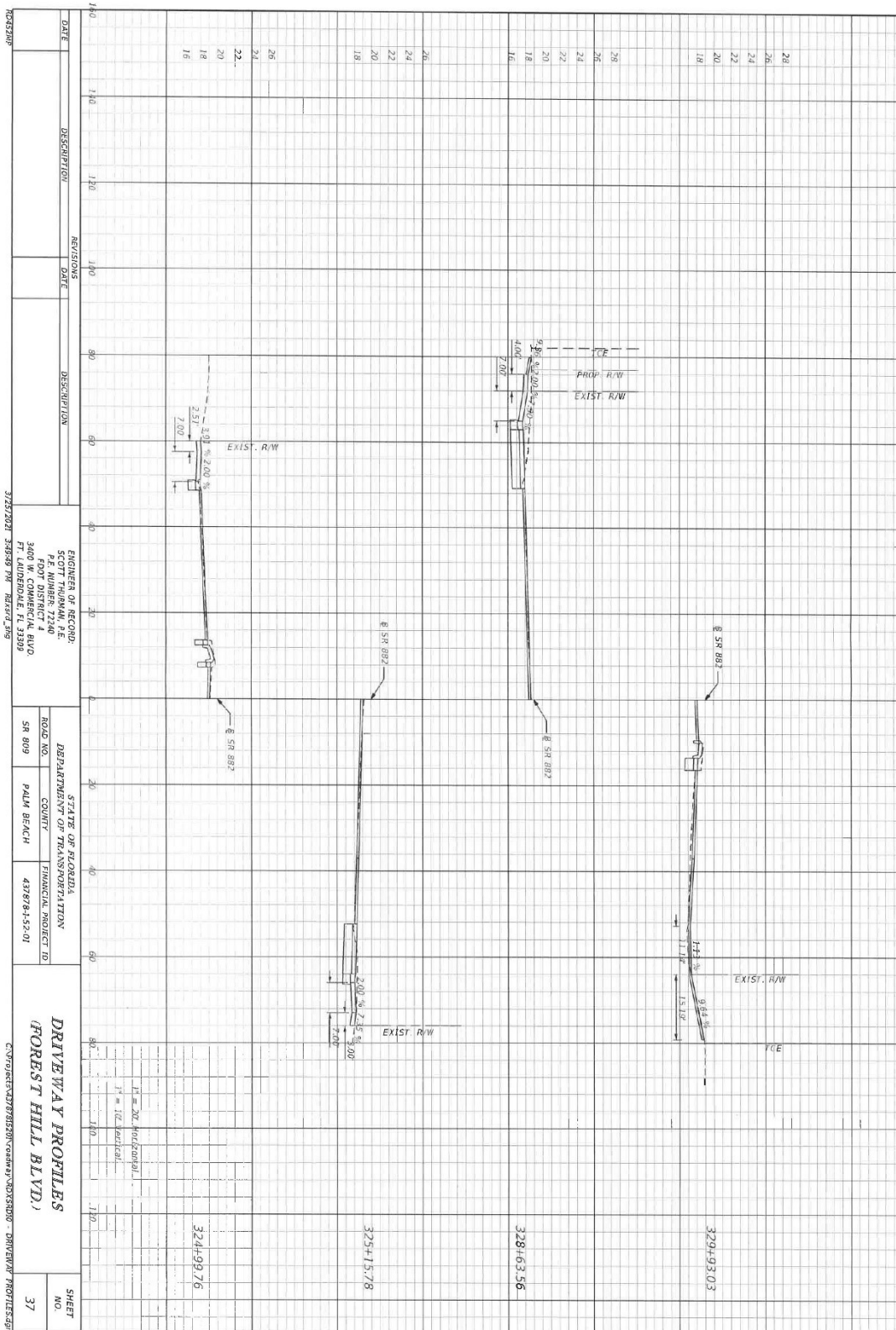
REVISIONS		DESCRIPTION		ENGINEER OF RECORD:		STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		GENERAL NOTES	
DATE	DESCRIPTION	DATE	DESCRIPTION	SCOTT THORMAN, P.E.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SR 809	PALM BEACH	437078-1-52-01	SHEET NO.
				3400 W COMMERCIAL BLVD FT. LAUDERDALE, FL 33309							13

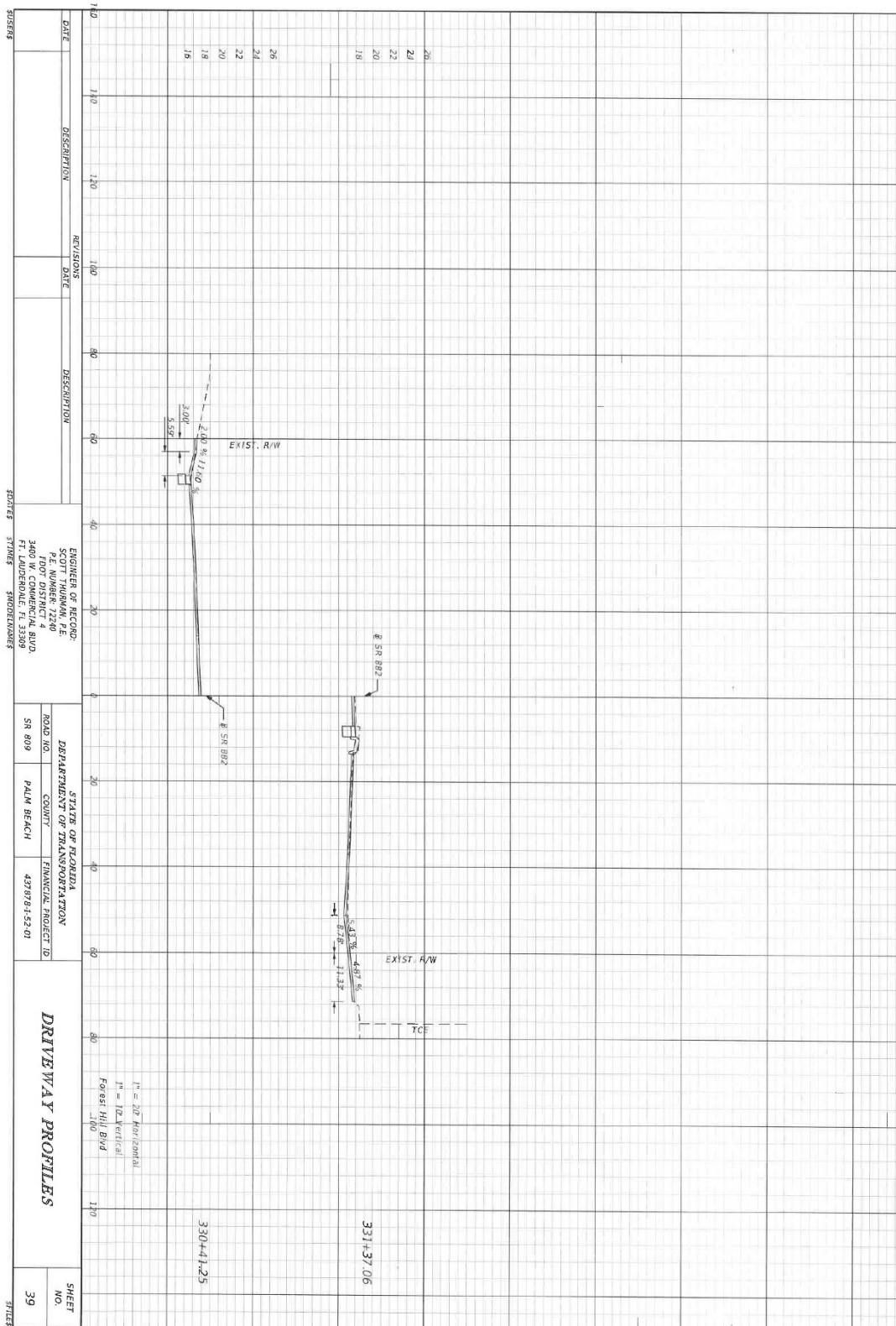




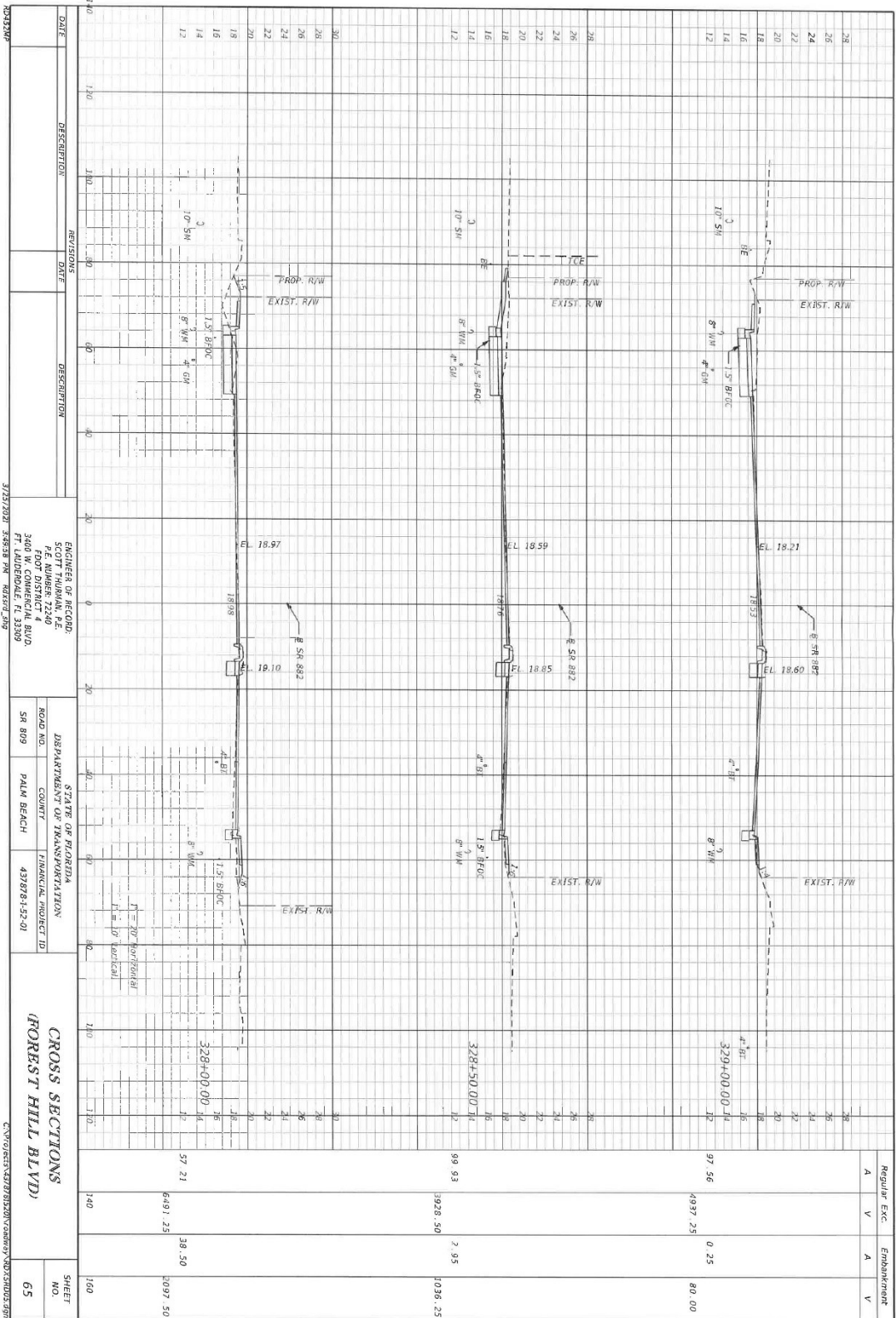
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	ENGINEER OF RECORD	DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
02/25/20					SCOTT THOMAS, P.E.	FLORIDA	SR 809	PALM BEACH	437873-1-25-01	29
					3000 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309					

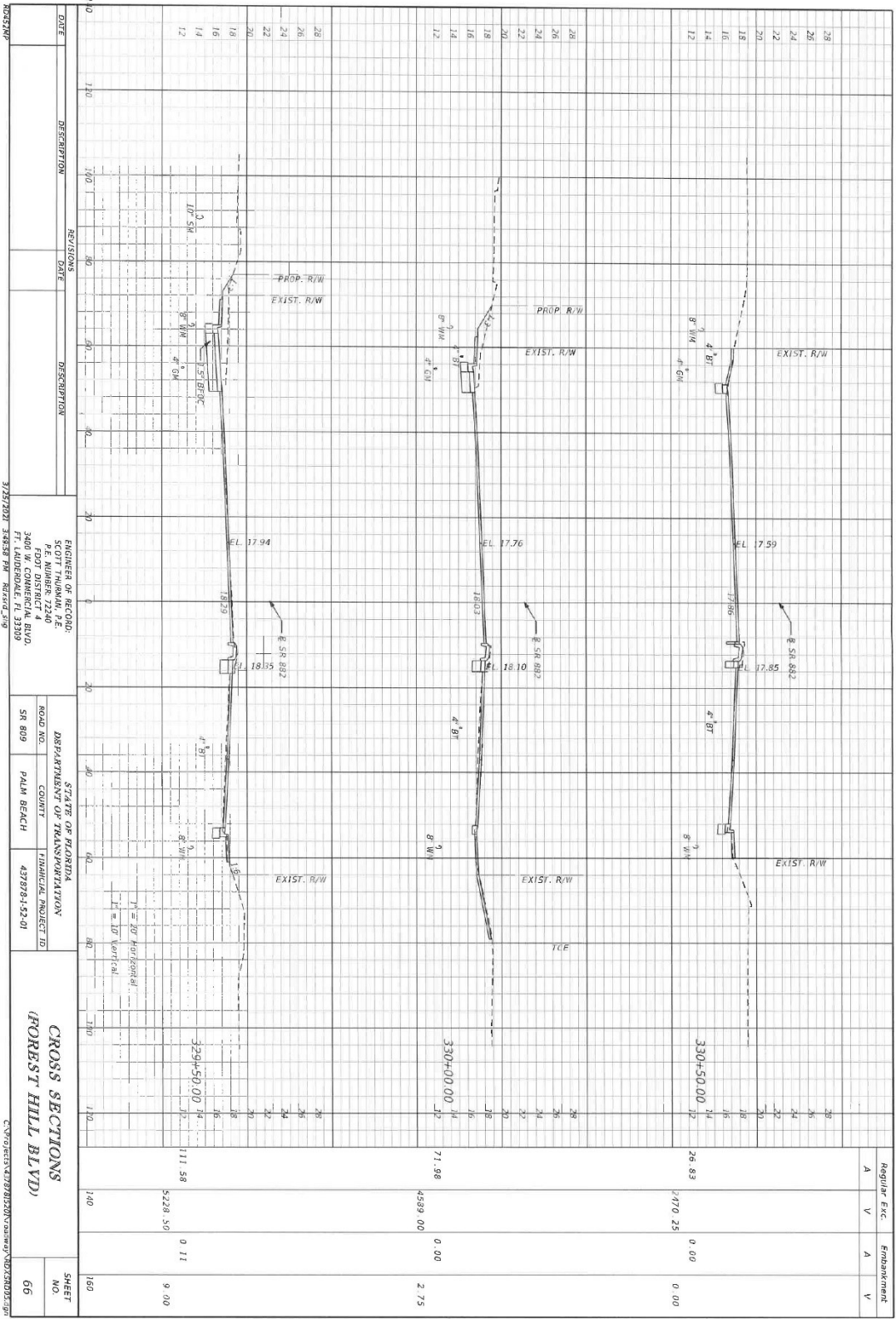
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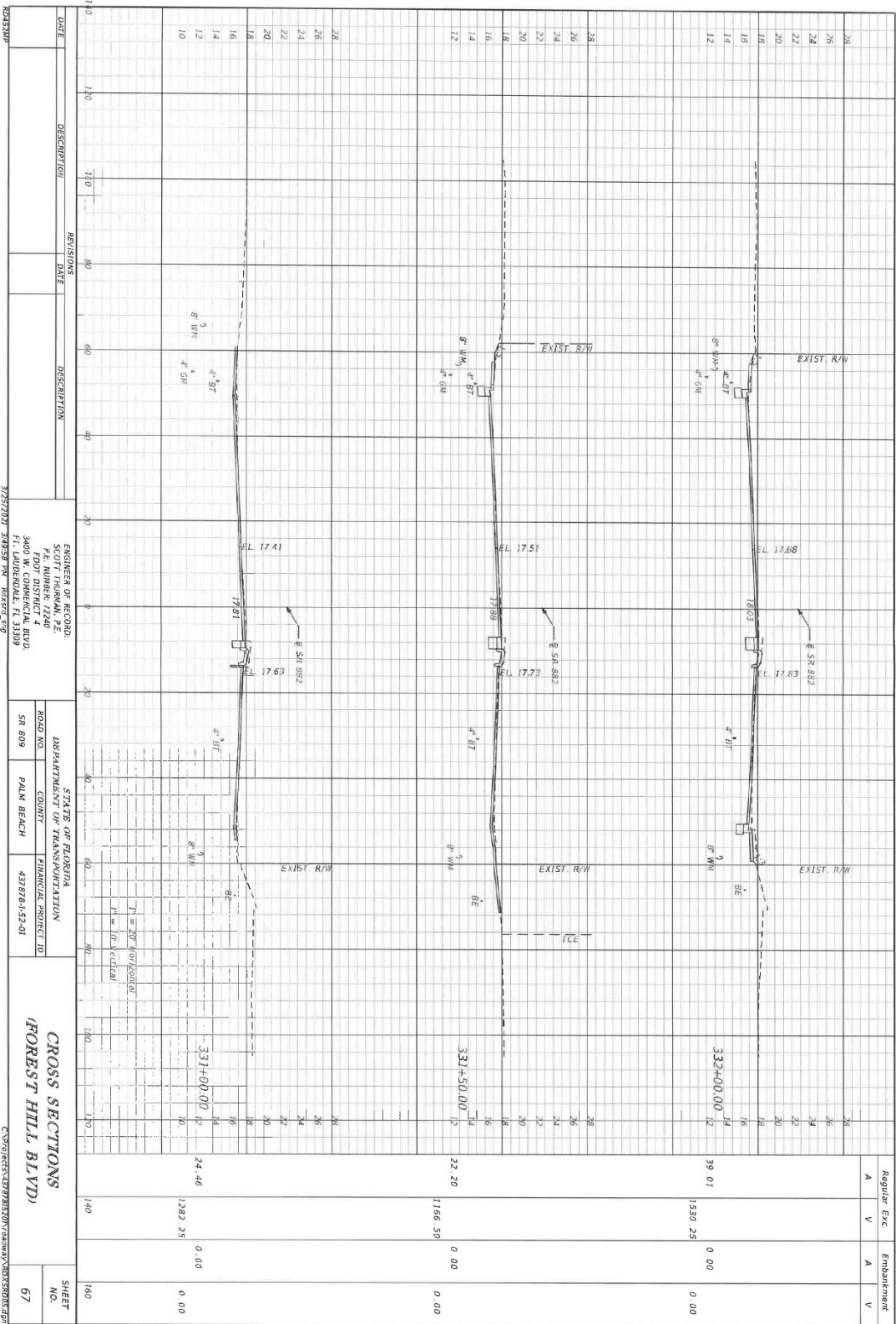


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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-28.004, F.A.C.

TEMPORARY TRAFFIC CONTROL NOTES

1. THE POSTED REGULATORY STOP LIMIT FOR THE TEMPORARY TRAFFIC CONTROL PLAN WILL BE TOWBERD TO 40 MPH ON FOREST HILL BLVD.
 2. COORDINATES AFFECTED DUE PRIOR TO CONSTRUCTION ACTIVITIES NEAR ANY BUS STOP, REQUEST THAT THE ENGINEER AT LEAST SUBMITTED BUS STOP PRIOR TO CONSTRUCTION ACTIVITIES.
 3. ACCESS TO AND FROM ALL BUS STOPS SHOULD BE MAINTAINED. IF ACCESS TO AND FROM BUS STOP CANNOT BE MAINTAINED, PROVIDE A TEMPORARY BUS STOP NO GREATER THAN 500 FT FROM BUS STOP.
 4. SIDEWALKS AND DRIVEWAYS SHALL BE CONSTRUCTED SUCH THAT FULL ACCESS SHALL BE MAINTAINED TO ALL BUSSTOPS.
 5. EXISTING LEFT TURN LANE SHALL BE MAINTAINED
 6. THE CONTRACTOR SHALL NOTIFY THE LOCAL FIRE AND POLICE DEPARTMENTS, AIRMAINE SERVICE, PORTLAND POLICE, AND PORTLAND FIRE DEPARTMENT AND ADVISE THEM PRIOR TO CONSTRUCTION AND ADVISE THAT THE CONSTRUCTION CHANGES THE TRAFFIC PATTERNS.
 7. ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE REMOVED, OR COVERED BY THE CONTRACTOR.
- PLATE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AS SHOWN BELOW:

PCMS 14 DAYS PRIOR TO CONSTRUCTION ACTIVITIES

MESSAGE 1: WORK BEGINS X
MESSAGE 2: EXPECT DELAYS

PCMS DURING CONSTRUCTION -
LANE CLOSURE PRESENT

MESSAGE 1: LANE CLOSED AHEAD
MESSAGE 2: MERGE LEFT/ RIGHT

PCMS DURING CONSTRUCTION -
NO LANE CLOSURE PRESENT

MESSAGE 1: ROAD WORK AHEAD
MESSAGE 2: USE CAUTION

LEGEND

- | | |
|---|--|
|  | WORK AREA |
|  | CHANNELIZING DEVICE |
|  | WORK ZONE SIGN |
|  | ADVANCE WARNING ARROW |
|  | LANE IDENTIFICATION + DIRECTION TRAFFIC |
|  | PCMS = PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN |
|  | TYPE III BARRIER |

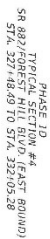
REVISIONS		STATE OF FLORIDA		TEMPORARY TRAFFIC CONTROL PLANS	SHEET NO.
DATE	DESCRIPTION	ROAD NO.	COUNTY		
	ENGINEER OF RECORD: SCOTT JOHNSON, P.E. P.E. NUMBER 12400 FDD 0318744	SR 809	FINANCIAL PROJECT ID		
	3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309	PALM BEACH	4317/B-1-2-01		
3/12/2021 3:58:53 PM - DE edit					
C:\projects\8180\B180\plan\01\CS-0001.dwg					

1. INSTALL TEMP'ARY CONTROL DEVICES IN ACCORDANCE WITH DDT STANDARD PLANS 100-100, 100-101, 100-102, 100-103, 100-105, 100-106 AND PHASE 1, PLAT VIEW.
2. LOCATE AND IDENTIFY ALL EXISTING ELECTRICAL AND MECHANICAL EQUIPMENT.
3. LOCATE AND IDENTIFY ALL EXISTING PIPING AND DUCTS, DRAINAGE, SLOTTED/SLIPS, CURB GRIDS, OR SLOTTED IN THE ROOFING PLANS.
4. TEMPORARY BARRIER SHALL TO BE USED DURING DAMAGE RESTITUTION INSTALLATIONS.
5. TEMPORARY BARRIER SHALL TO BE USED IN ACCORDANCE WITH STANDARD PLANS 100-100, 100-101, 100-102, 100-103, 100-105, 100-106 AND PHASE 1, PLAT VIEW.
6. REMOVE EXISTING GYPSUM, AND FILL BODIES.
7. MILL AND PAVE INITIAL LAYERS OF OVERBURD ON THE OTHER WEST/BOUND LINES AS REQUIRED. PLACE TEMPORARY STAINING WITH PAPS.



PHASE 1D - FOREST HILL BLVD. ROADSIDE

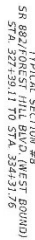
1. INSTALL TEMPORARY TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH LDD STANDARD PLANS 103-600.
2. CONSTRUCT OUTSIDE WIDENING, DRAINAGE IMPROVEMENTS, CUBG AND GUTTER, DRIVEWAYS, SIDEWALKS, CURBS, ETC., AS SHOWN ON THE PLANS.
3. TEMPORARY BARRIER WALL TO BE USED DURING DRAINAGE STRUCTURE INSTALLATIONS.
4. TEMPORARY BARRIER WALL TO BE PLACED IN ACCORDANCE WITH STANDARD PLANS 102-120.
5. INITIAL EXISTING SURF, POLE ROPS.
6. HILL AND PLACE INITIAL LATENS OF OVERBUILT ON THE OTHER EASTBOUND LANES AS REQUIRED.
7. REEDED, PLACE TEMPORARY SIGNING WITH RPWS.

RD45214p

[illegible]

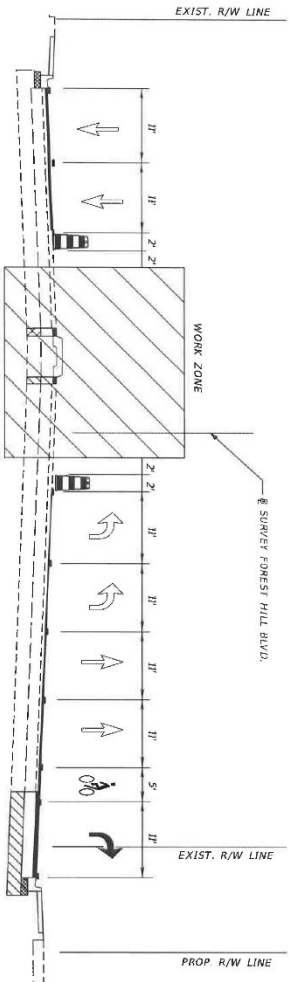
PHASE 2D - FOREST HILL BLVD. ROADSIDE

1. INSTALL TEMPORARY TRAP-FIT DEVICES IN ACCORDANCE WITH LOCAL STANDARD PLANS 102-600, 102-611, 102-615, 102-660 AND PHASE 2D PLAY VIEW.
2. CONSTRUCT OUTSIDE WIDENING, DRAINAGE, IMPROVEMENTS, CURB AND GUTTER, DRIVEWAYS, SIDEWALKS, AND OTHER NECESSARY IMPROVEMENTS.
3. TEMPORARY BARRIER WALL TO BE USED DURING BRIDGE STRUCTURE INSTALLATIONS.
4. TEMPORARY BARRIER WALL TO BE PLACED IN ACCORDANCE WITH STANDARD PLANS 102-120, 102-121, 102-122, 102-123, 102-124, 102-125, 102-126, 102-127, 102-128, 102-129, 102-130, 102-131, 102-132, 102-133, 102-134, 102-135, 102-136, 102-137, 102-138, 102-139, 102-140, 102-141, 102-142, 102-143, 102-144, 102-145, 102-146, 102-147, 102-148, 102-149, 102-150, 102-151, 102-152, 102-153, 102-154, 102-155, 102-156, 102-157, 102-158, 102-159, 102-160, 102-161, 102-162, 102-163, 102-164, 102-165, 102-166, 102-167, 102-168, 102-169, 102-170, 102-171, 102-172, 102-173, 102-174, 102-175, 102-176, 102-177, 102-178, 102-179, 102-180, 102-181, 102-182, 102-183, 102-184, 102-185, 102-186, 102-187, 102-188, 102-189, 102-190, 102-191, 102-192, 102-193, 102-194, 102-195, 102-196, 102-197, 102-198, 102-199, 102-200, 102-201, 102-202, 102-203, 102-204, 102-205, 102-206, 102-207, 102-208, 102-209, 102-210, 102-211, 102-212, 102-213, 102-214, 102-215, 102-216, 102-217, 102-218, 102-219, 102-220, 102-221, 102-222, 102-223, 102-224, 102-225, 102-226, 102-227, 102-228, 102-229, 102-230, 102-231, 102-232, 102-233, 102-234, 102-235, 102-236, 102-237, 102-238, 102-239, 102-240, 102-241, 102-242, 102-243, 102-244, 102-245, 102-246, 102-247, 102-248, 102-249, 102-250, 102-251, 102-252, 102-253, 102-254, 102-255, 102-256, 102-257, 102-258, 102-259, 102-260, 102-261, 102-262, 102-263, 102-264, 102-265, 102-266, 102-267, 102-268, 102-269, 102-270, 102-271, 102-272, 102-273, 102-274, 102-275, 102-276, 102-277, 102-278, 102-279, 102-280, 102-281, 102-282, 102-283, 102-284, 102-285, 102-286, 102-287, 102-288, 102-289, 102-290, 102-291, 102-292, 102-293, 102-294, 102-295, 102-296, 102-297, 102-298, 102-299, 102-300, 102-301, 102-302, 102-303, 102-304, 102-305, 102-306, 102-307, 102-308, 102-309, 102-310, 102-311, 102-312, 102-313, 102-314, 102-315, 102-316, 102-317, 102-318, 102-319, 102-320, 102-321, 102-322, 102-323, 102-324, 102-325, 102-326, 102-327, 102-328, 102-329, 102-330, 102-331, 102-332, 102-333, 102-334, 102-335, 102-336, 102-337, 102-338, 102-339, 102-340, 102-341, 102-342, 102-343, 102-344, 102-345, 102-346, 102-347, 102-348, 102-349, 102-350, 102-351, 102-352, 102-353, 102-354, 102-355, 102-356, 102-357, 102-358, 102-359, 102-360, 102-361, 102-362, 102-363, 102-364, 102-365, 102-366, 102-367, 102-368, 102-369, 102-370, 102-371, 102-372, 102-373, 102-374, 102-375, 102-376, 102-377, 102-378, 102-379, 102-380, 102-381, 102-382, 102-383, 102-384, 102-385, 102-386, 102-387, 102-388, 102-389, 102-390, 102-391, 102-392, 102-393, 102-394, 102-395, 102-396, 102-397, 102-398, 102-399, 102-400, 102-401, 102-402, 102-403, 102-404, 102-405, 102-406, 102-407, 102-408, 102-409, 102-410, 102-411, 102-412, 102-413, 102-414, 102-415, 102-416, 102-417, 102-418, 102-419, 102-420, 102-421, 102-422, 102-423, 102-424, 102-425, 102-426, 102-427, 102-428, 102-429, 102-430, 102-431, 102-432, 102-433, 102-434, 102-435, 102-436, 102-437, 102-438, 102-439, 102-440, 102-441, 102-442, 102-443, 102-444, 102-445, 102-446, 102-447, 102-448, 102-449, 102-450, 102-451, 102-452, 102-453, 102-454, 102-455, 102-456, 102-457, 102-458, 102-459, 102-460, 102-461, 102-462, 102-463, 102-464, 102-465, 102-466, 102-467, 102-468, 102-469, 102-470, 102-471, 102-472, 102-473, 102-474, 102-475, 102-476, 102-477, 102-478, 102-479, 102-480, 102-481, 102-482, 102-483, 102-484, 102-485, 102-486, 102-487, 102-488, 102-489, 102-490, 102-491, 102-492, 102-493, 102-494, 102-495, 102-496, 102-497, 102-498, 102-499, 102-500, 102-501, 102-502, 102-503, 102-504, 102-505, 102-506, 102-507, 102-508, 102-509, 102-510, 102-511, 102-512, 102-513, 102-514, 102-515, 102-516, 102-517, 102-518, 102-519, 102-520, 102-521, 102-522, 102-523, 102-524, 102-525, 102-526, 102-527, 102-528, 102-529, 102-530, 102-531, 102-532, 102-533, 102-534, 102-535, 102-536, 102-537, 102-538, 102-539, 102-540, 102-541, 102-542, 102-543, 102-544, 102-545, 102-546, 102-547, 102-548, 102-549, 102-550, 102-551, 102-552, 102-553, 102-554, 102



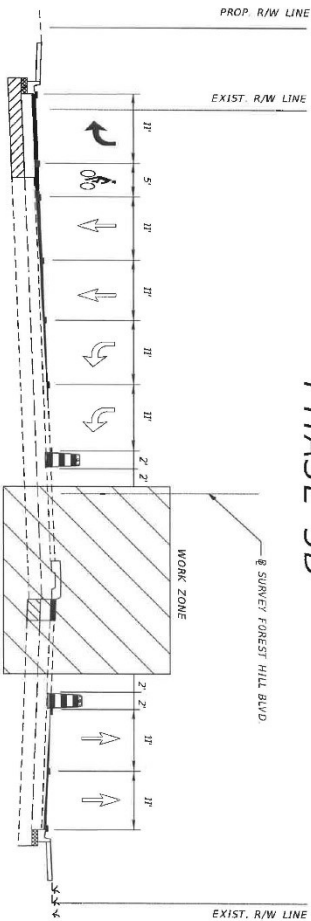
C:\Projects\4373781520\roadway\TCDSRD02.dgn

- PHASE 3C - FOREST HILL BLVD. MEDIAN
1. INSTALL TEMPORARY TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FOOT STANDARD PLANS 102-400, 102-813, 102-815 AND PHASE 3C PLAN VIEW.
 2. PLACE TEMPORARY MEDIAN BARRIERS, CONE AND GUTTER, TRAFFIC SEPARATORS AS SHOWN IN THE ROADWAY PLANS.
 3. PLACE TEMPORARY STRIPING WITH RWPS.



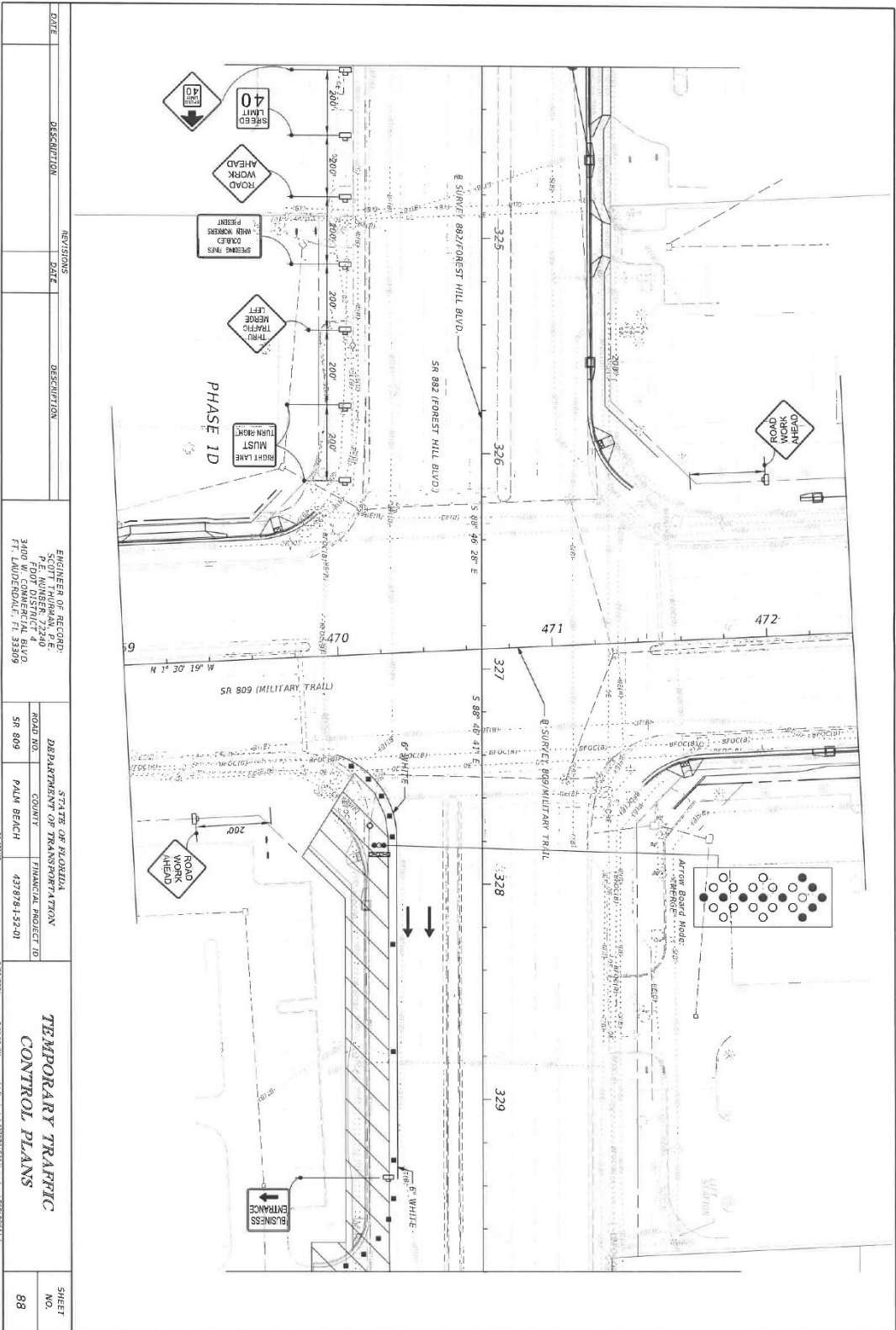
PHASE 3C
TYPICAL SECTION #11
SR 882/FOREST HILL BLVD. (MEDIAN)
STA. 318+84.22 TO STA. 326+24.54

- PHASE 3D - FOREST HILL BLVD. MEDIAN
1. INSTALL TEMPORARY TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FOOT STANDARD PLANS 102-400, 102-813, 102-815 AND PHASE 3D PLAN VIEW.
 2. CONSTRUCT MEDIAN WIDENING (CONC AND GUTTER, TRAFFIC SEPARATORS AS SHOWN IN THE ROADWAY PLANS.
 3. PLACE TEMPORARY STRIPING WITH RWPS.



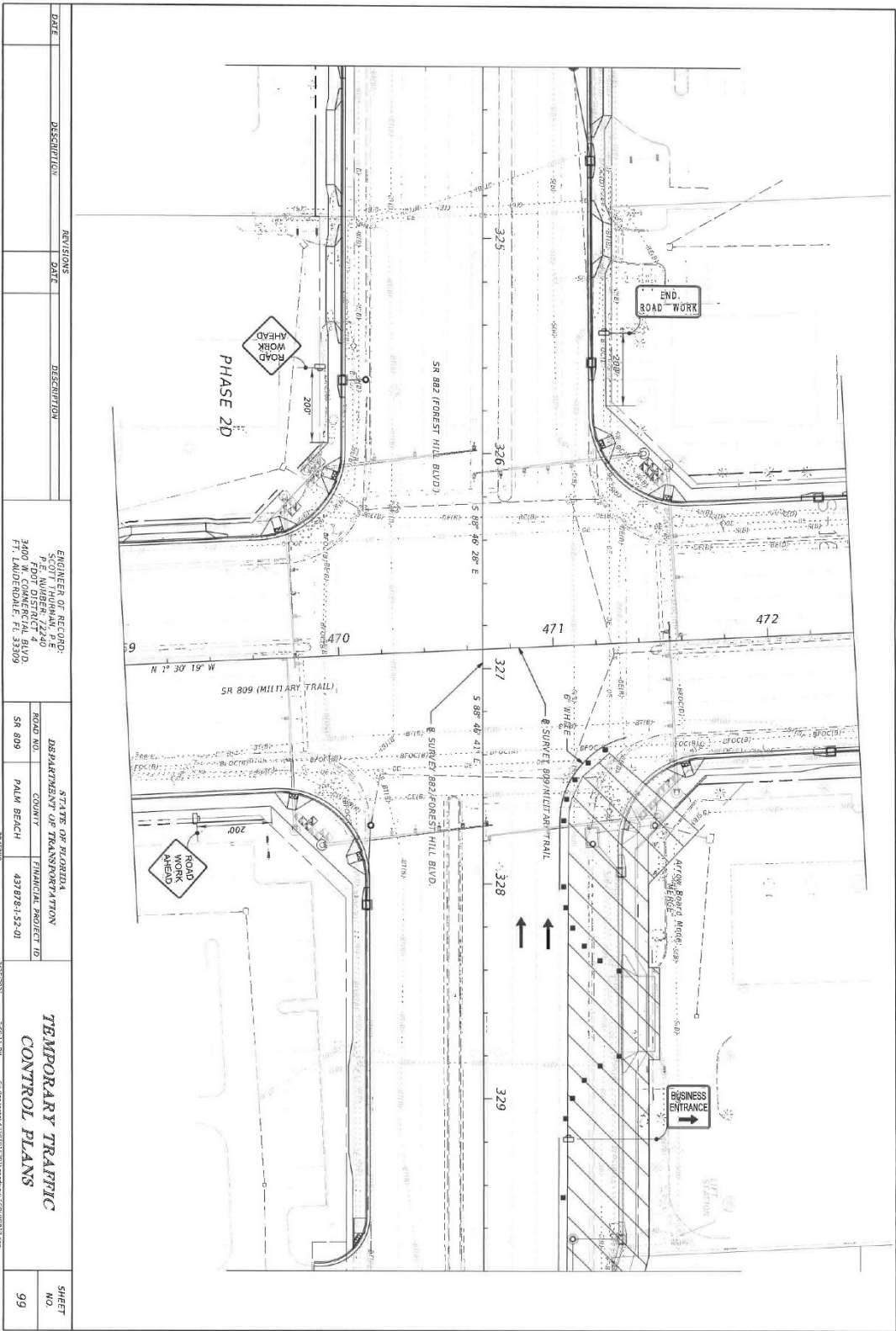
PHASE 3D
TYPICAL SECTION #12
SR 882/FOREST HILL BLVD. (MEDIAN)
STA. 327+55.53 TO STA. 334+26.67

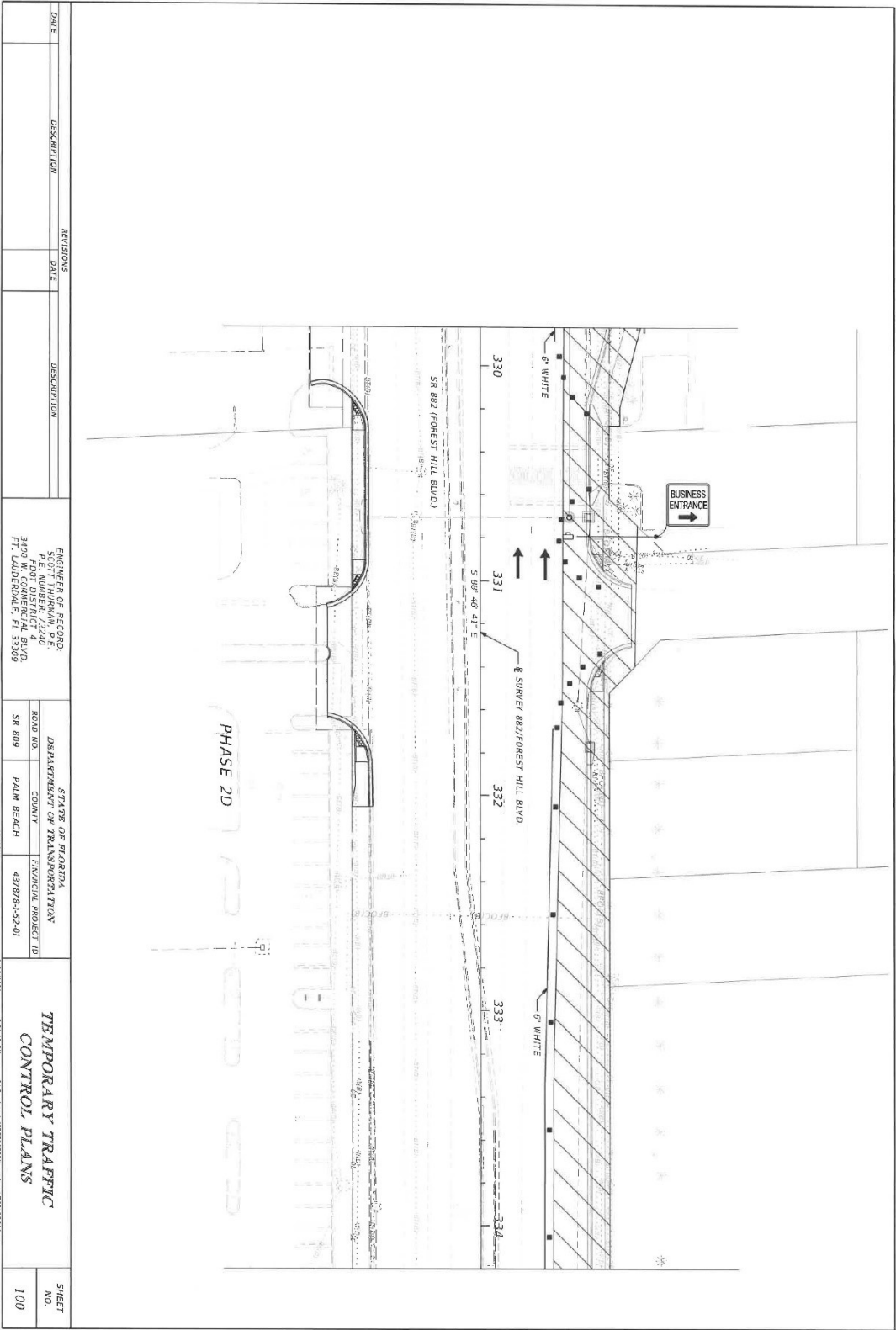
REVISIONS		ENGINEER OF RECORD:		DEPARTMENT OF TRANSPORTATION		TEMPORARY TRAFFIC CONTROL PLANS	
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	PROJECT NO.	SHEET NO.
				SR 809	PALM BEACH	437818-1-52-01	78
3/23/2021 3:50:00 PM		P.E. NINER, J.D. 3401 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309		SR 809		437818-1-52-01	

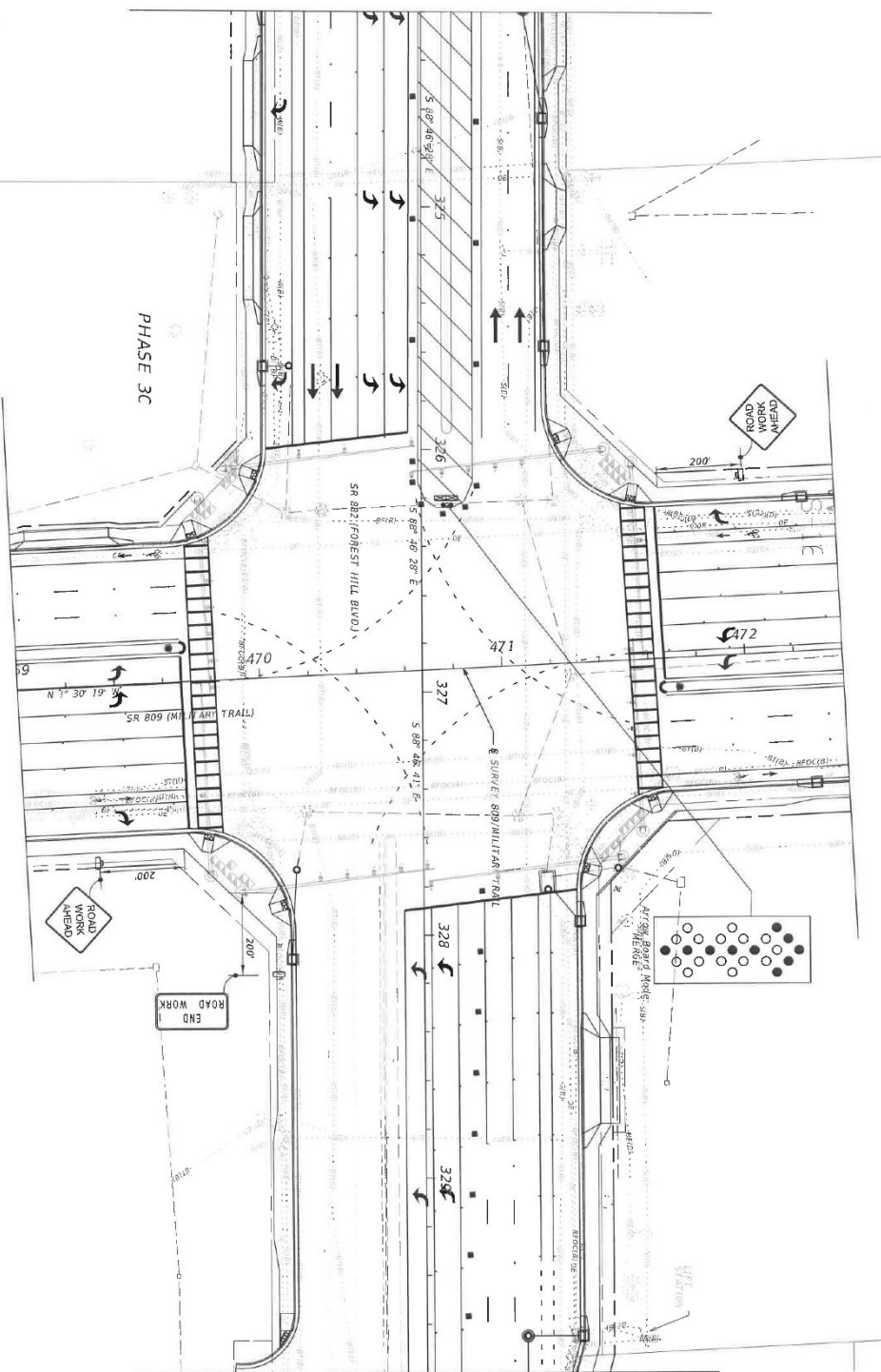


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	ENGINEER OF RECORD	STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
					SCOTT THURMAN, P.E. FORT DISTRICT 3800 W. COMMERCIAL BLVD FT. LAUDERDALE, FL 33309			SR 809	PALM BEACH	437878-1-23-01	88

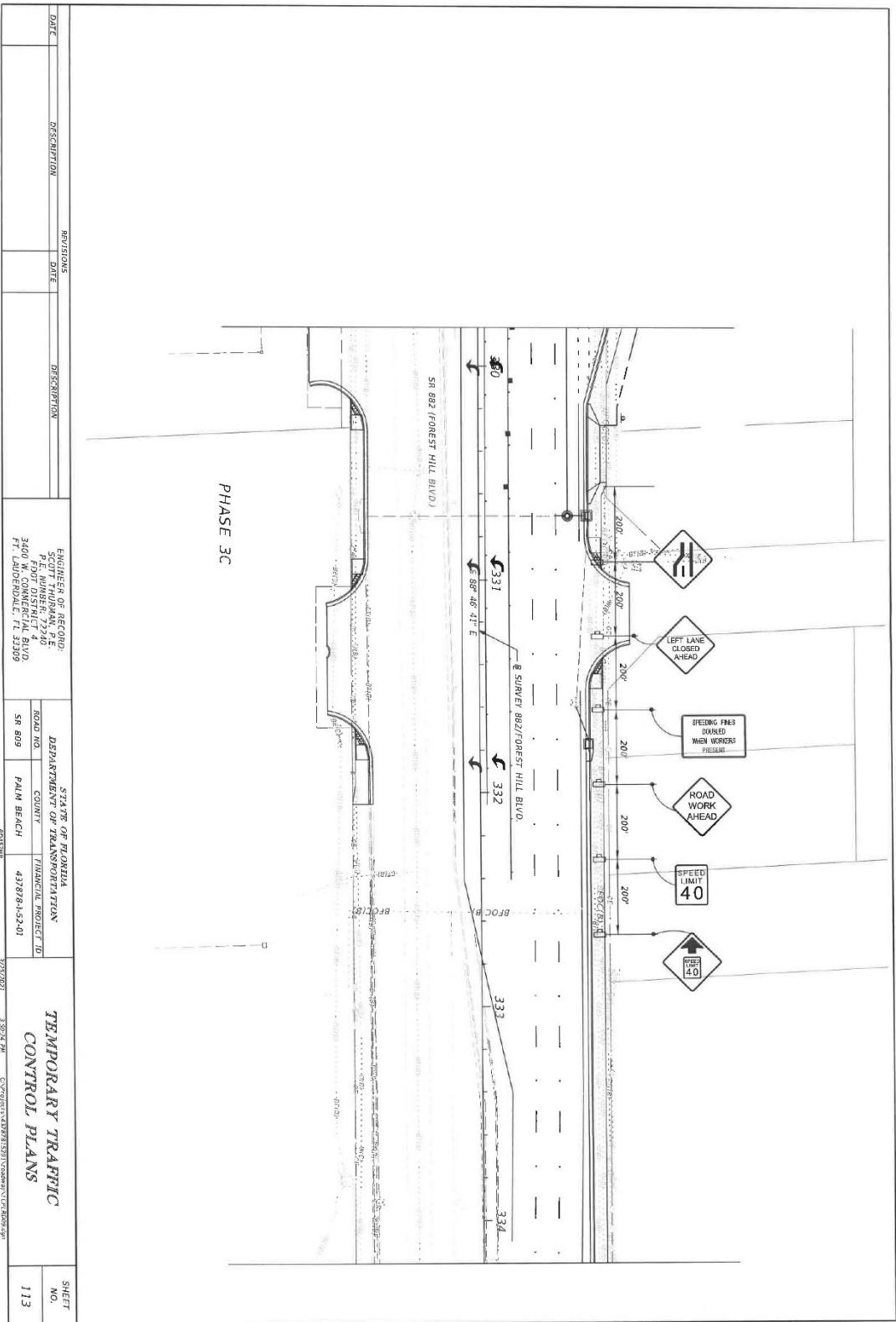
TEMPORARY TRAFFIC
CONTROL PLANS



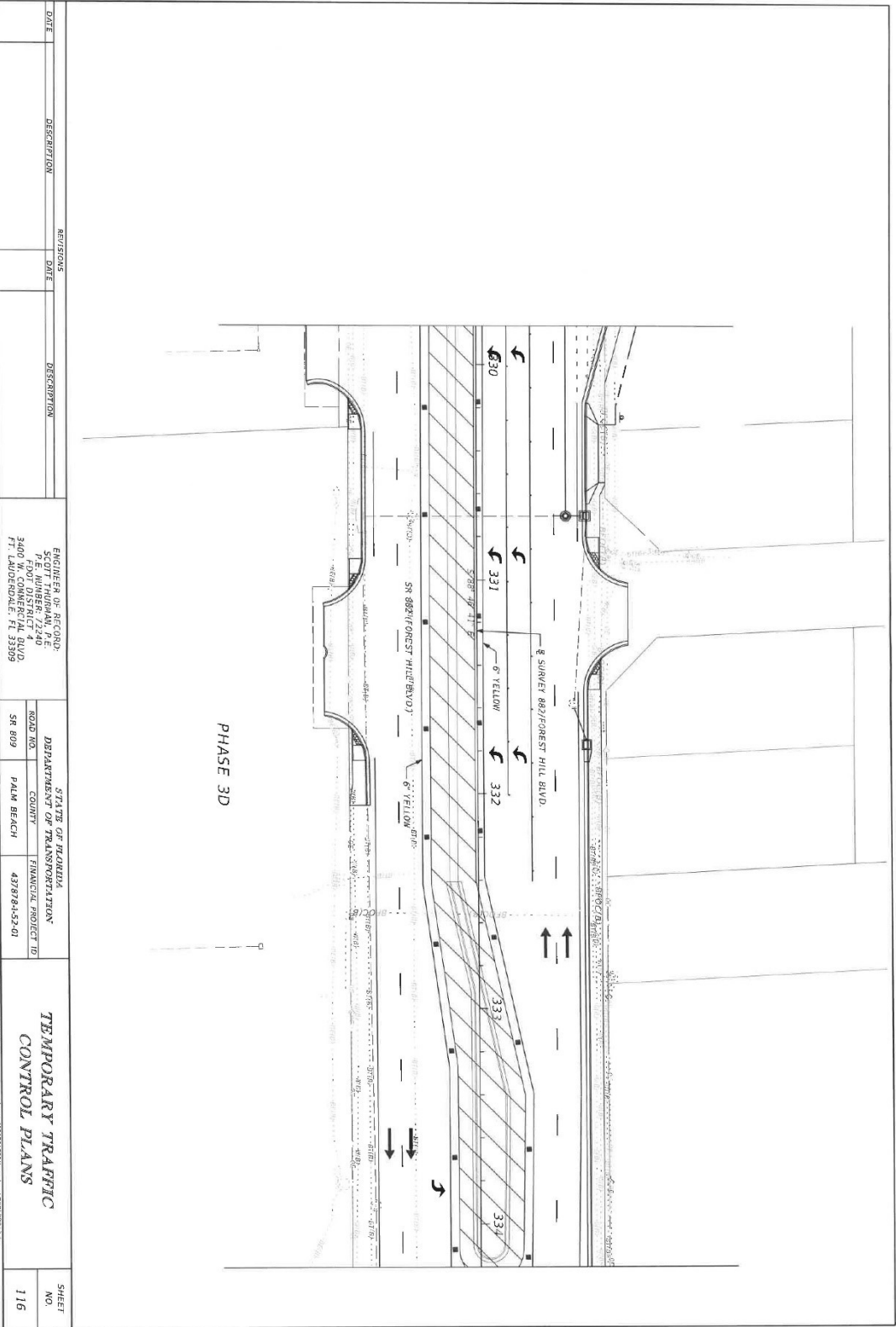


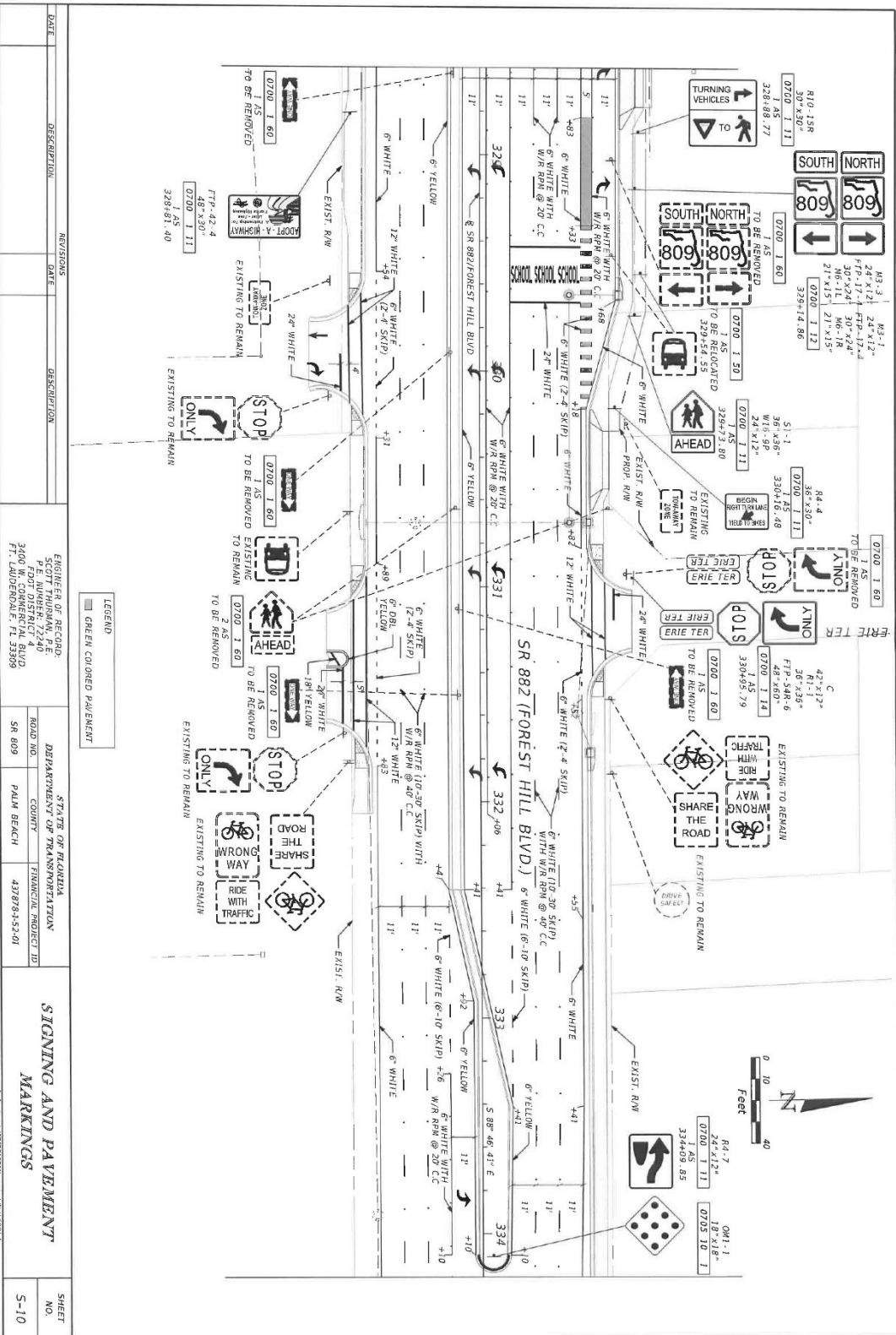


DATE		REVISIONS		DESCRIPTION	
				ENGINEER OF RECORD: SCOTT HUBBARD P.E. NUMBER 72340 TODD DISTRICT 3400 W. 10TH AVENUE, SUITE 100 FT. LAUDERDALE, FL 33309	
				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	
				ROAD NO. COUNTY FINANCIAL PROJECT ID	
				SR 809 PALM BEACH 4307878-35-01	
				0015584	
				7/27/2021	
TEMPORARY TRAFFIC CONTROL PLANS					
SHEET NO. 112					



REVISIONS		DATE		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
ENGINEER OF RECORD: SCOTT THOMPSON, P.E. P.E. NUMBER: 17940 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 809 COUNTY PALM BEACH FINANCIAL PROJECT ID 437874-23-01					
TEMPORARY TRAFFIC CONTROL PLANS					SHEET NO. 113





This instrument prepared by:
RECORD & RETURN TO:

LAW OFFICE
MICHAEL J. MOSKOWITZ
2435 Hollywood Blvd., Suite 203
Hollywood, Florida 33020
923-9200

FEB-01-1990 02:32PM 90-031280

ORB 6341 Pg 169

Con 275,000.00 Doc 1,512.50
JOHN B DUNKLE, CLERK - PB COUNTY, FL

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture made this 23rd day of December 19 89 Between

Isidor Moskowitz and Barbara E. Moskowitz, his wife,
of the County of Palm Beach, State of Florida, grantor*, and
Colombino Bakery, Inc., a Florida corporation,
whose post office address is 4430 Forest Hill Blvd., West Palm Beach, FL
of the County of Palm Beach, State of Florida, grantee*.

Witnesseth: That said grantor, for and in consideration of the sum of Ten and no/100 -- Dollars
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged,
has granted, bargained and sold to the said grantee, (and grantee's heirs and assigns forever, the following described land, situate,
lying and being in Palm Beach County, Florida, to-wit:

Lots Eight (8) and Nine (9), PRINCE TERRACE, a subdivision of Palm
Beach County, Florida, according to the plat thereof, recorded in
the office of the Clerk of the Circuit Court in and for Palm
Beach County, Florida, in Plat Book 24, page 2.

PARCEL IDENTIFICATION # 00 42 44 12 03 000 008

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose
same, zoning ordinances, and taxes for the current year and subsequent years.
Said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons
whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence.

STATE OF FLORIDA
COUNTY OF PALM BEACH

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 Isidor Moskowitz and Barbara E. Moskowitz
to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that
executed the same.

Witness: my hand and official seal in the County and State last aforesaid this
1989

Grantee

Taxpayer I.D. Number

Colombino Bakery, Inc. 65-0073912

Notary Public

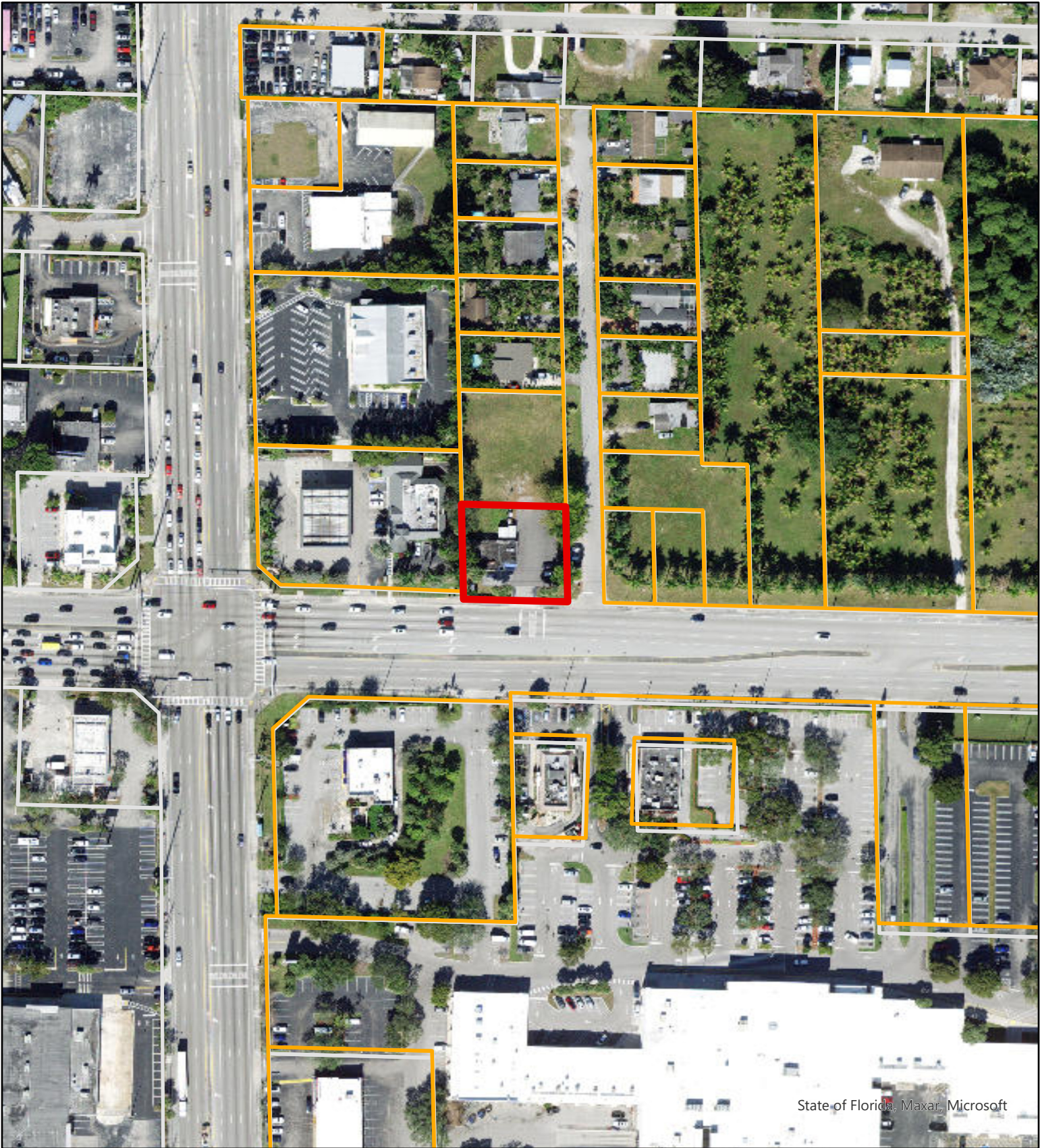
My commission expires: April 13, 1990

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

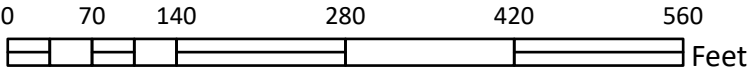
BLACKSTONE Legal Supplies, Inc.
P.O. Lauderdale, Florida 33311

Village of Palm Springs

Colombino Bakery - 4439 Forest Hill Blvd



-  Village Parcels
-  County Parcels
-  70-42-44-12-03-000-0080



DATE: 05/17/2022

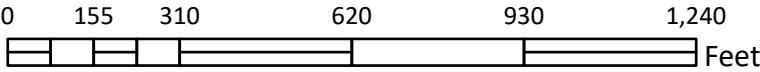


Village of Palm Springs

Colombino Bakery - 4439 Forest Hill Blvd



- Village Parcels
- County Parcels
- 70-42-44-12-03-000-0080



DATE: 05/17/2022





Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM
#16:

Proposed Resolution No. 2022-21 - Preliminary Plat - Boatman Hammock

SUMMARY: Mr. David Milledge, agent for WPB Partners LLC, the Applicant, has filed a preliminary plat to re-plat the lots 16, 17, 18, 19, and 20 of Block 10, Plat IV. Greenland (as recorded in Plat Book 4, page 6 of the Public Records of Palm Beach County, Florida), together with the E 1/2 of the northwest 1/4 of the northwest 1/4 of the southwest 1/4 of section 24, township 44 south, range 42 east of Palm Beach County, Florida. The applicant is proposing to join two (2) parcels into a unified plat and delineate 54 individual townhouse lots, consistent with the site plan approved by the Village Council (Resolution No. 2021-18 - October 14, 2021).

The Village's Surveyor, Engenuity Group Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The Planning & Zoning Board considered the proposed preliminary plat at their June 14, 2022, meeting and recommended approval.

If approved, a final plat will be presented to the Village Council for consideration. The recording of the plat is required prior to the issuance of a certificate of occupancy for a new residence.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed plat.

ATTACHMENTS:

1. Proposed Resolution No. 2022-21 - Preliminary Plat - 4445 Boatman Street and a vacant lot at Todd Street - WPB Partners LLC
2. Proposed Preliminary Plat - Boatman Hammock
3. Letter of Compliance with Florida Statutes - Boatman Hammock
4. Approved Site Plan
5. Aerial and Location Maps

Resolution No. 2022-21 – WPB Partners LLC – 4445 Boatman Street and a vacant lot at Todd Street

RESOLUTION NO. 2022-21

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING A PRELIMINARY PLAT TO SUBDIVIDE A MULTI-FAMILY PARCEL OF LAND LOCATED ON TWO (2) UNIFIED PARCELS TOTALING 5.44 ACRES SUBMITTED BY MR. DAVID MILLEDGE, AGENT FOR WPB PARTNERS LLC (“APPLICANT”), FOR THE PROPERTY LOCATED AT 4445 BOATMAN STREET AND A VACANT LOT AT TODD STREET AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 14, 2022, David Milledge, agent for WPB Partners LLC (“Applicant”), requested approval to subdivide a multi-family parcel of land on two (2) unified parcels at 4445 Boatman Street and a vacant lot at Todd Street; and

WHEREAS, the recommendation of the Planning and Zoning Board 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; and

WHEREAS, the preliminary plat conforms to the applicable requirements of Chapter 34 of the Village Code.

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 subdivide a multi-family parcel of land located on two (2) unified parcels at 4445 Boatman and a vacant lot at Todd Street; and the same having been heard in Regular Session on July 21, 2022, having been otherwise fully apprised of the premises herein, and having determined that the preliminary

Resolution No. 2022-21 – WPB Partners LLC – 4445 Boatman Street and a vacant lot at Todd Street

plat conforms to the applicable requirements of Chapter 34 of the Village Code; hereby approves the preliminary 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:

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

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____ 2022.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
BEVERLY SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY

BOATMAN HAMMOCK

BEING A REPLAT OF LOTS 16, 17, 18, 19 AND 20 OF BLOCK 10, PLAT IV. GREENLAND,
AS RECORDED IN PLAT BOOK 4, PAGE 6 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
TOGETHER WITH THE E 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION
24, TOWNSHIP 44 SOUTH, RANGE 42 EAST OF PALM BEACH COUNTY, FLORIDA.

DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT K. HOVNANIAN ASPIRE AT BOATMAN HAMMOCK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LANDS SHOWN HEREON AS BOATMAN HAMMOCK, BEING A REPLAT OF LOTS 16, 17, 18, 19 AND 20 OF BLOCK 10, PLAT IV. GREENLAND, AS RECORDED IN PLAT BOOK 4, PAGE 6 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA TOGETHER WITH THE E 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 16, BLOCK 10 OF SAID PLAT IV. GREENLAND; THENCE ALONG THE SOUTH LINE OF LOTS 16 THROUGH 20, BLOCK 10 OF SAID PLAT IV. GREENLAND, N87°40'23"W, A DISTANCE OF 125.00 FEET TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 10 OF SAID PLAT IV. GREENLAND; THENCE ALONG SAID WEST LINE, N01°37'57"E, A DISTANCE OF 109.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOTS 16 THROUGH 20, BLOCK 10; THENCE ALONG SAID NORTH LINE, S87°40'23"E, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID PLAT IV. GREENLAND; THENCE ALONG SAID EAST LINE, N01°37'57"E, A DISTANCE OF 528.03 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGFIELD STREET, KENWOOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED AT PLAT BOOK 3, PAGE 44 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SECTION LINE AND SOUTH RIGHT-OF-WAY LINE, S87°34'43"E, A DISTANCE OF 333.11 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST; THENCE ALONG SAID EAST LINE, S01°38'18"W, A DISTANCE OF 670.46 FEET TO A POINT ON THE NORTH LINE OF TRACT "A", ATLANTIC BUILDING CORPORATION, ACCORDING TO THE PLAT THEREOF, AS RECORDED AT PLAT BOOK 30, PAGE 168 OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH LINE, N87°33'10"W, A DISTANCE OF 333.04 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST; THENCE ALONG SAID WEST LINE, N01°37'57"E, A DISTANCE OF 33.28 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 236,889 SQUARE FEET, OR 5.4382 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 BOATMAN HAMMOCK 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 BOATMAN HAMMOCK ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

RECREATIONAL AREA

TRACTS REC1, REC2 AND REC3, AS SHOWN HEREON ARE HEREBY RESERVED FOR THE BOATMAN HAMMOCK ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR RECREATIONAL PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE BOATMAN HAMMOCK 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 OST1, OST2, OST3, OST4, OST5, OST6, OST7, OST8, OST9 AND OST10, AS SHOWN HEREON ARE HEREBY RESERVED FOR THE BOATMAN HAMMOCK 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.

TRACT OST1 IS SUBJECT TO EASEMENTS IN FAVOR OF THE LAKE WORTH DRAINAGE DISTRICT, RECORDED IN OFFICIAL RECORDS BOOK 18441, PAGE 672 AND OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

WATER EASEMENT

THE WATER EASEMENT, AS SHOWN HEREON, IS AN EXCLUSIVE EASEMENT DEDICATED IN PERPETUITY TO THE VILLAGE OF PALM SPRINGS, ITS SUCCESSORS AND ASSIGNS FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF WATER DISTRIBUTION LINES; IF OTHERWISE APPROVED BY THE VILLAGE OF PALM SPRINGS, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE TRACTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE VILLAGE OF PALM SPRINGS, ITS SUCCESSORS AND ASSIGNS.

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 THE VILLAGE OF PALM SPRINGS, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE TRACTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE VILLAGE OF PALM SPRINGS, 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 LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT OF OPERATIONS AND ITS COMPANY SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 202__.

K. HOVNANIAN ASPIRE AT BOATMAN HAMMOCK, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____

PRINT NAME _____

WITNESS: _____

PRINT NAME _____

BY: _____

KEVIN BORKENHAGEN
VICE PRESIDENT OF OPERATIONS

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

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 KEVIN BORKENHAGEN, AS VICE PRESIDENT OF OPERATIONS OF K. HOVNANIAN ASPIRE AT BOATMAN HAMMOCK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, 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 BOATMAN HAMMOCK 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: _____

WITNESS: _____

PRINT NAME: _____

BOATMAN HAMMOCK ASSOCIATION, INC.
A FLORIDA NOT FOR PROFIT CORPORATION

BY: _____

JON ISHERWOOD
DIVISION 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 JON ISHERWOOD, AS DIVISION PRESIDENT OF BOATMAN HAMMOCK 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, JONATHAN MARCUS, 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 K. HOVNANIAN ASPIRE AT BOATMAN HAMMOCK, LLC, A FLORIDA LIMITED LIABILITY COMPANY; 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: _____

JONATHAN MARCUS
ATTORNEY AT LAW
HOLLAND & KNIGHT, LLP
LICENSED IN FLORIDA
FLORIDA BAR NO. 333591

BOATMAN HAMMOCK
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

REVIEWING SURVEYOR'S APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.08(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

VILLAGE CLERK

REVIEWING
SURVEYOR

COUNTY
ENGINEER

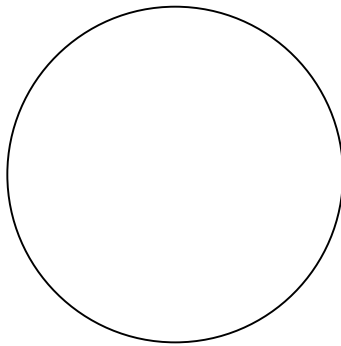
SURVEYOR

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

SURVEYOR & MAPPER'S NOTES:

- 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.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT VILLAGE OF PALM SPRINGS CURRENT ZONING REGULATIONS.
- 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.
- BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S87°34'43"E, ALONG THE THE EAST-WEST QUARTER SECTION LINE OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
- COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
- "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.
- ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL, UNLESS OTHERWISE NOTED.
- 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.

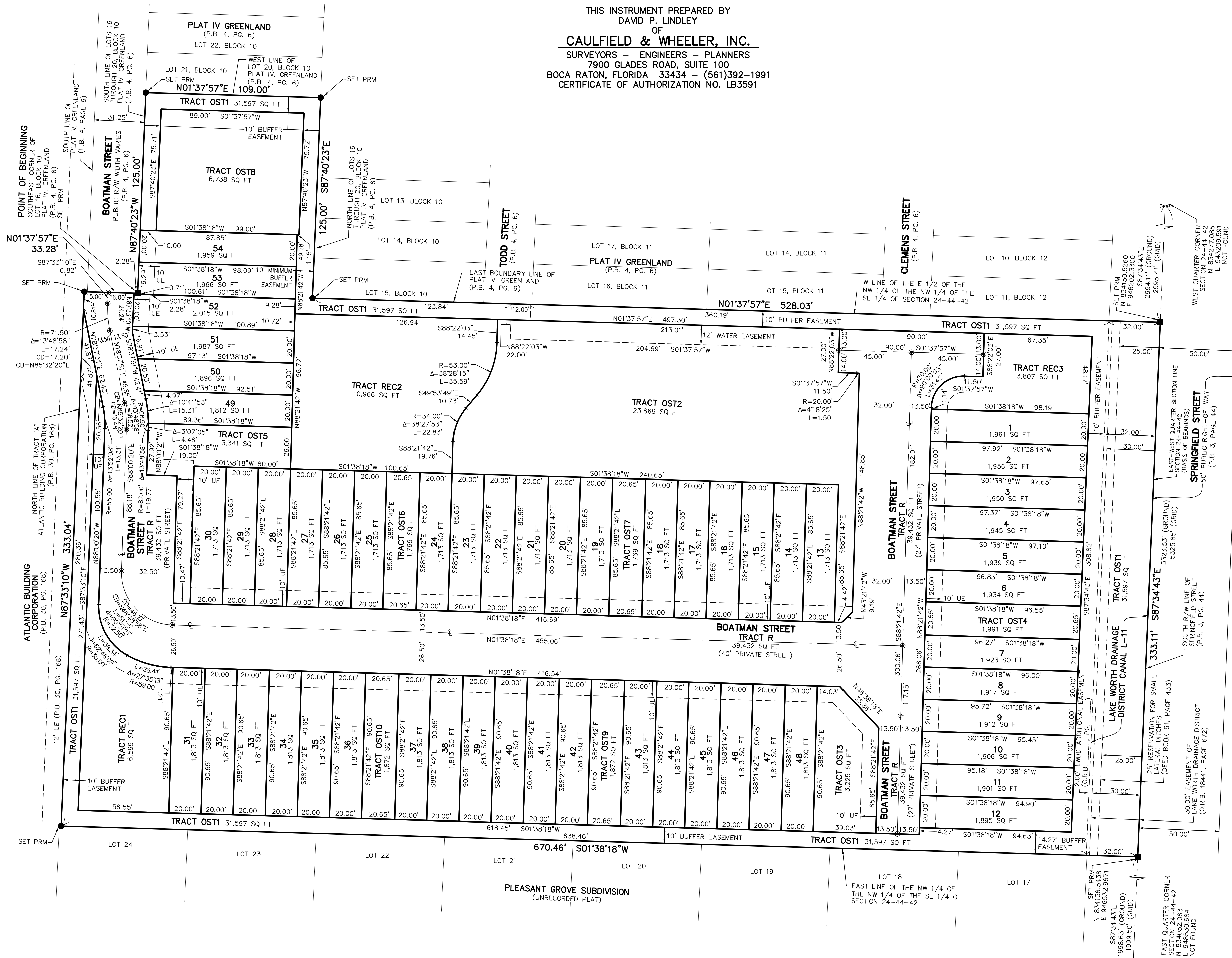
DATED: _____

DAVID P. LINDLEY
PROFESSIONAL LAND SURVEYOR #5005
STATE OF FLORIDA
LB #3591

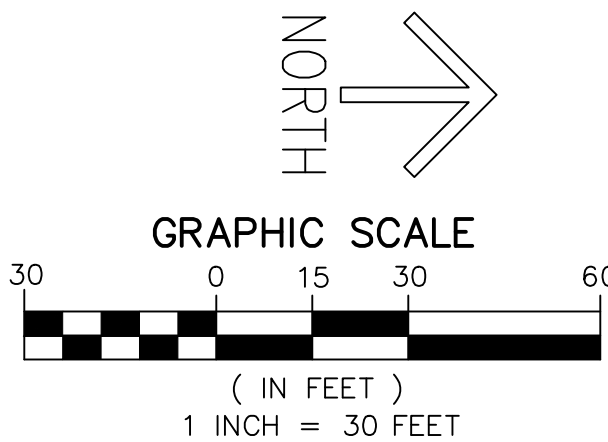
BOATMAN HAMMOCK

BEING A REPLAT OF LOTS 16, 17, 18, 19 AND 20 OF BLOCK 10, PLAT IV. GREENLAND,
AS RECORDED IN PLAT BOOK 4, PAGE 6 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
TOGETHER WITH THE E 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION
24, TOWNSHIP 44 SOUTH, RANGE 42 EAST OF 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



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 = 1.000435193
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM
NAD 83 (1990 ADJUSTMENT), FLORIDA EAST ZONE.

LEGEND/ABBREVIATIONS:
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORD BOOK
PG(S). = PAGE(S)
N = NORTHING (WHEN USED WITH COORDINATES)
E = EASTING (WHEN USED WITH COORDINATES)
R = RADIUS
Δ = DELTA (CENTRAL ANGLE)
CB = CHORD BEARING
CD = CHORD DISTANCE
L = ARC LENGTH
UE = UTILITY EASEMENT
DE = DRAINAGE EASEMENT
LWDD = LAKE WORTH DRAINAGE DISTRICT
SQ FT = SQUARE FEET
R/W = RIGHT-OF-WAY
NAD = NORTH AMERICAN DATUM
24-44-42 = SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST
● = SET PERMANENT CONTROL POINT
NAIL AND DISK STAMPED
"C&W LB 3591"
● PRM = SET PERMANENT REFERENCE MONUMENT
1/8" IRON ROD WITH CAP
STAMPED "C&W LB 3591"
■ PRM = SET PERMANENT REFERENCE MONUMENT
4"x 4"x 24" CONCRETE MONUMENT
WITH DISK STAMPED "PRM LB 3591"
□ = DENOTES QUARTER SECTION CORNER

April 25, 2022

To: Iramis Cabrera, VPS Planning, Zoning & Building Director

From: Tara Bamber, PE 

**Re: Boatman Hammock Townhomes
Plat Approval Letter
Engenuity Group Project No. 6001.114**

We have received the following through email on 4-8-22:

1. Plat, 2 sheets, by Caulfield & Wheeler, Inc.
2. Response to Comments, 1 sheet, dated 4-19-22, by Cotleur & Hearing

There are no further comments per the revised Plat above. We recommend Plat approval.

If you should have any questions, please give me a call at 561-655-1151.

**Cc: Rogelio Perez
Lisa Tropepe, PE**

April 22, 2022

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: Boatman Hammock
Second Plat Review
Engenuity Group Project No. 6001.04.28**

Dear Ms. Cabrera,

This is the second 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:

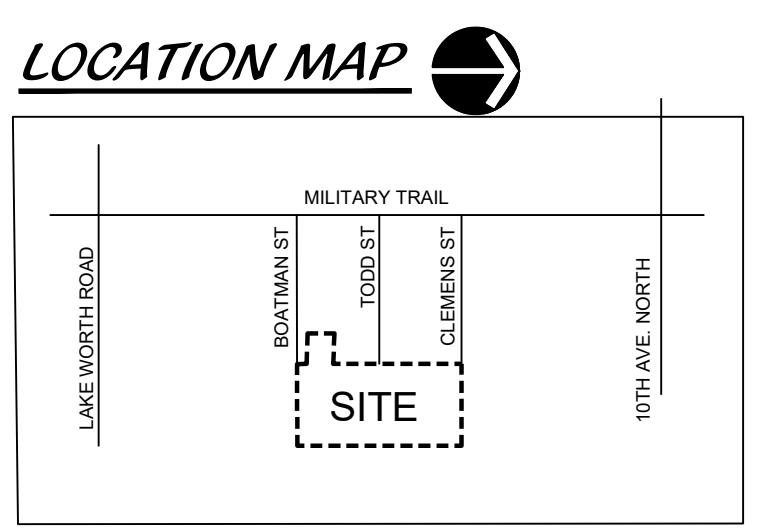
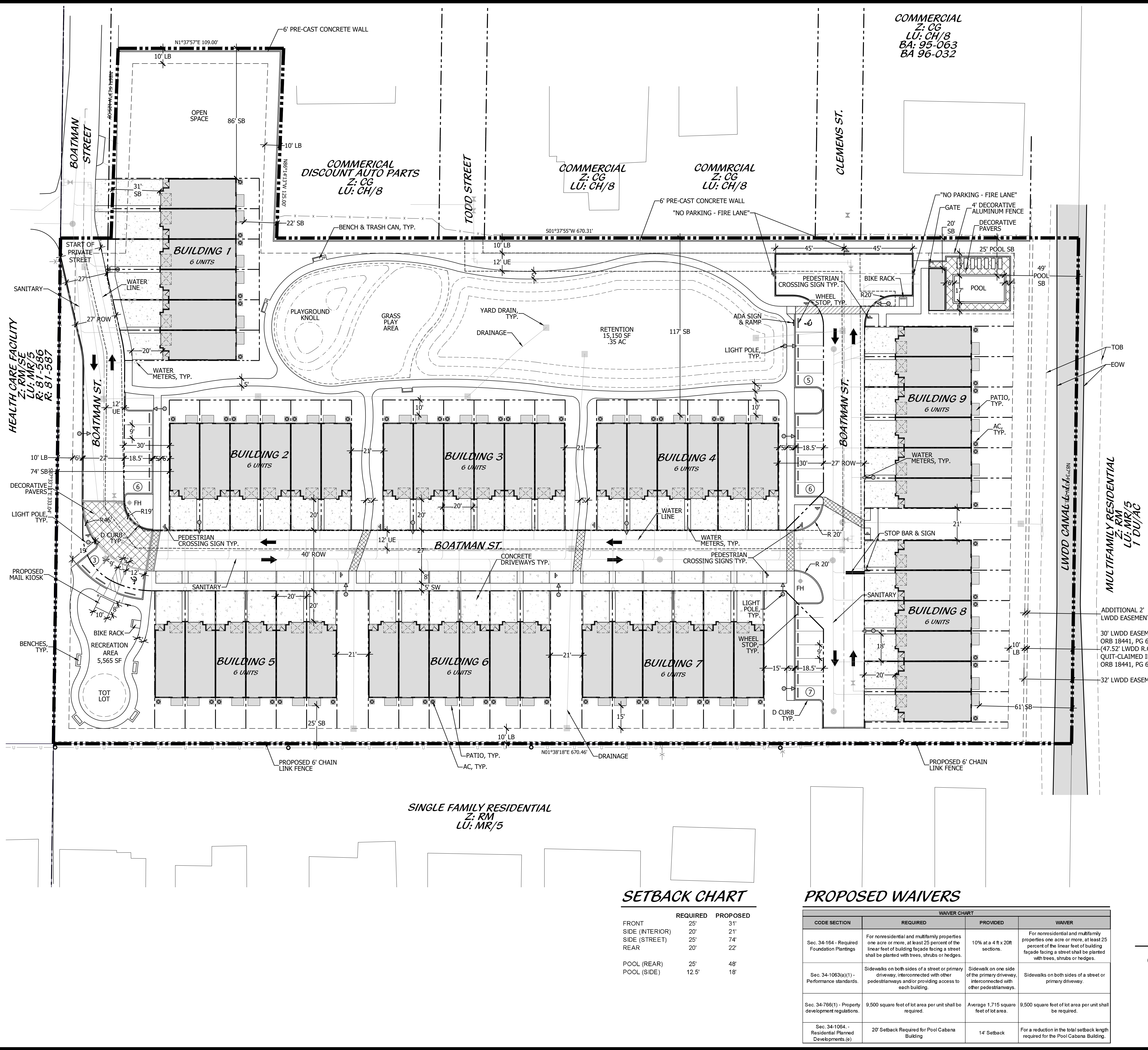
All of our previous comments have been adequately addressed. The plat is now in compliance with Chapter 177, Florida Statutes, and the Village of Palm Springs requirements. We can therefore recommend that the Village of palm Springs accept the plat.

Please do not hesitate to call us should you need any further assistance.

Sincerely,



Gary M. Rayman, P.S.M.
Project Manager



SITE DATA

NAME OF PROJECT	BOATMAN HAMMOCK
PROPERTY CONTROL NUMBER	70-42-44-24-00-000-5670 70-42-44-24-32-010-0160
FEMA FLOOD ZONE	X500
TRAFFIC ANALYSIS ZONE	325
EXISTING LAND USE DESIGNATION	COMMERCIAL
EXISTING ZONING DISTRICT	CG - COMMERCIAL GENERAL
FUTURE LAND USE DESIGNATION	MEDIUM DENSITY RESIDENTIAL
PROPOSED ZONING	RM - RESIDENTIAL MULTIPLE FAMILY
OVERLAY DISTRICT	N/A
MAXIMUM BUILDING HEIGHT	27' - 3 5/16"
NUMBER OF STORIES	2
NUMBER OF BUILDINGS	9

TOTAL SITE AREA	5.44 AC
	236,883.01 SF

BUILDING DATA	
NUMBER OF MULTIFAMILY UNITS	54
OWNERSHIP	FEE SIMPLE

PROJECT DENSITY	9.93 DU/AC
-----------------	------------

LAND USE			
BUILDING LOT COVERAGE	56,047	1.29	23.66%
VEHICULAR USE AREA	59,573	1.37	25.15%
OPEN SPACE	121,263	2.78	51.19%
TOTAL	236,883	5.44	100.00%

OPEN SPACE			
MIN	35%	51.19%	
	82,909.00	121,263.27	

RECREATION			
MIN	20% of OS	40.46%	
	16,581.80	33,544.95	

LOT COVERAGE			
IMPERVIOUS AREA			
BUILDING LOT COVERAGE	56,047	1.29	23.66%
VEHICULAR USE AREA	59,573	1.37	25.15%
SIDEWALKS & HARDSCAPE	11,067	0.25	4.67%
POOL & SPA	558	0.01	0.24%
TOTAL IMPERVIOUS AREA	127,245	2.92	53.72%

PERVIOUS AREA			
GREEN SPACE	94,488	2.17	39.89%
RETENTION	15,150	0.35	6.40%
TOTAL PERVIOUS AREA	109,638	2.52	46.28%

TOTAL SITE AREA	236,883	5.44	100.00%
-----------------	---------	------	---------

PARKING DATA			
RESIDENTIAL (2.5 PER UNIT)	REQ	PROV	
GARAGE	135	54	
DRIVEWAY (TANDEM)		108	
GUEST 25% (AT-GRADE)	34	27	

TOTAL	169	189	
-------	-----	-----	--

PEDESTRIAN AMENITIES			
BENCH	REQ	PROV	
TRASH CAN	5	7	
BIKE RACK	2	3	

LEGEND

ADA EX.	DISABLED EXISTING	ADA SIGN
LB	LANDSCAPE BUFFER	STOP SIGN
R	RADIUS	PEDESTRIAN CROSSING SIGN
SB	SETBACK	LIGHT POLE
TYP	TYPICAL	
ROW	RIGHT OF WAY	
TOB	TOP OF BANK	
EOW	EDGE OF WATER	

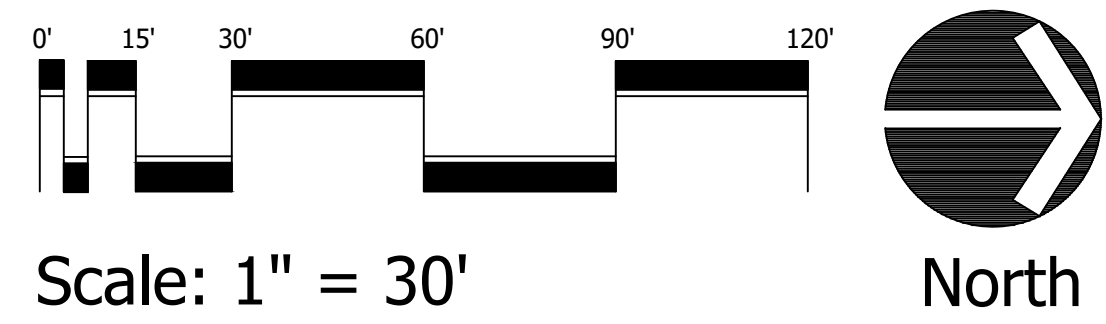
SETBACK CHART

	REQUIRED	PROPOSED
FRONT	25'	31'
SIDE (INTERIOR)	20'	21'
SIDE (STREET)	25'	74'
REAR	20'	22'
POOL (REAR)	25'	48'
POOL (SIDE)	12.5'	18'

PROPOSED WAIVERS

CODE SECTION	REQUIRED	PROVIDED	WAIVER
Sec. 34-164 - Required Foundation Plantings	For nonresidential and multifamily properties one acre or more, at least 25 percent of the linear feet of building facade facing a street shall be planted with trees, shrubs or hedges.	10% at a 4 ft x 20 ft sections.	For nonresidential and multifamily properties one acre or more, at least 25 percent of the linear feet of building facade facing a street shall be planted with trees, shrubs or hedges.
Sec. 34-1063(a)(1) - Performance standards.	Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrianways and/or providing access to each building.	Sidewalk on one side of the primary driveway, interconnected with other pedestrianways.	Sidewalks on both sides of a street or primary driveway.
Sec. 34-766(1) - Property development regulations.	9,500 square feet of lot area per unit shall be required.	Average 1,715 square feet of lot area.	9,500 square feet of lot area per unit shall be required.
Sec. 34-1064 - Residential Planned Developments.(e)	20' Setback Required for Pool Cabana Building	14' Setback	For a reduction in the total setback length required for the Pool Cabana Building.

Site Plan



Cotleur & Hearing

Landscape Architects
Land Planners
Environmental Consultants

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 • Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Boatman Hammock

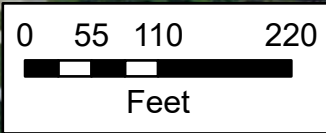
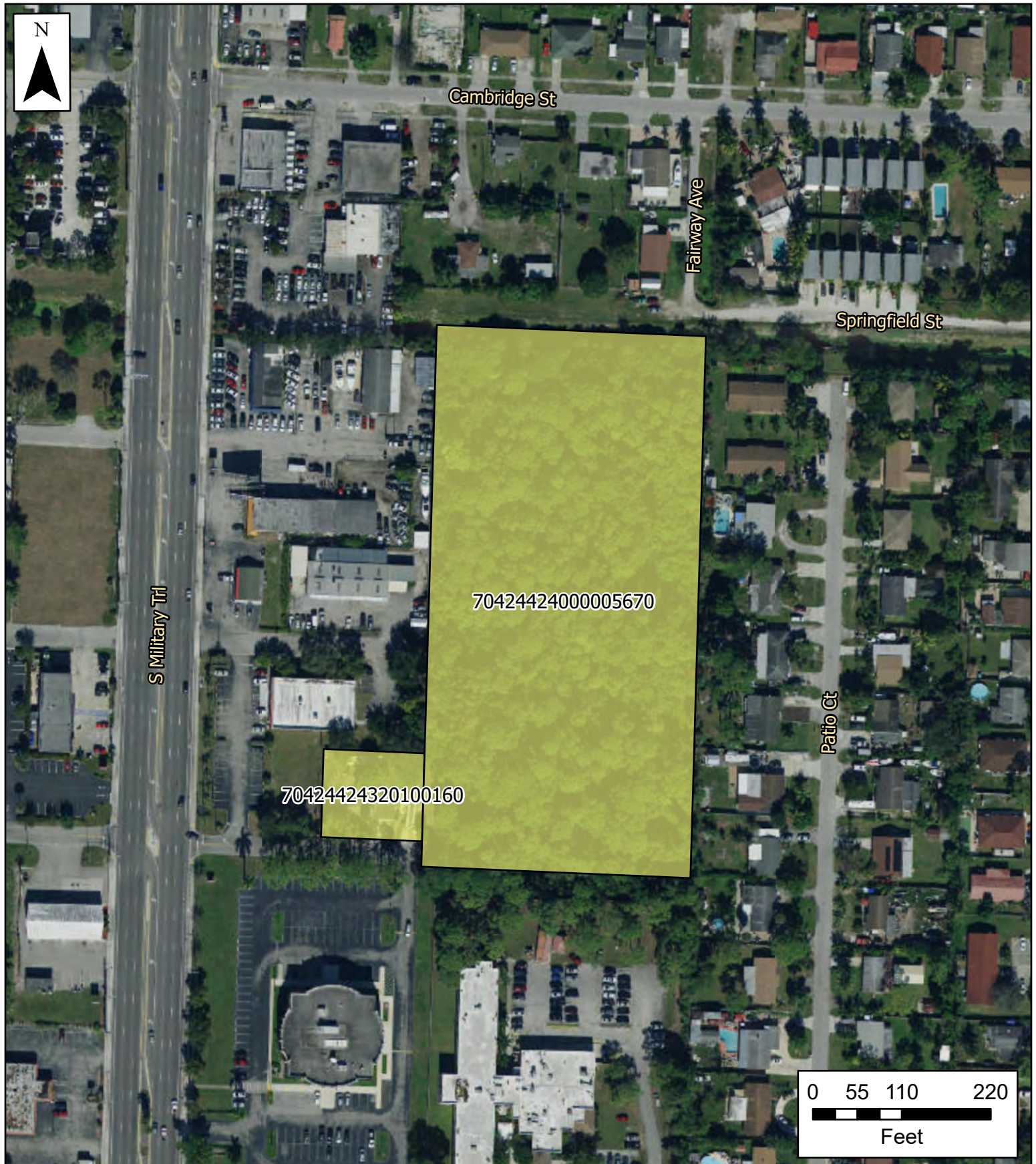
Palm Springs, Florida

DESIGNED	DEH
DRAWN	RO/RNK
APPROVED	DEH
JOB NUMBER	20-0905
DATE	01-22-21
REVISIONS	02-25-21
	03-16-21
	05-04-21
	06-18-21
	09-17-21

September 17, 2021 4:13:50 p.m.
Drawing: 20-0905 SP.DWG

SHEET 1 OF 2

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



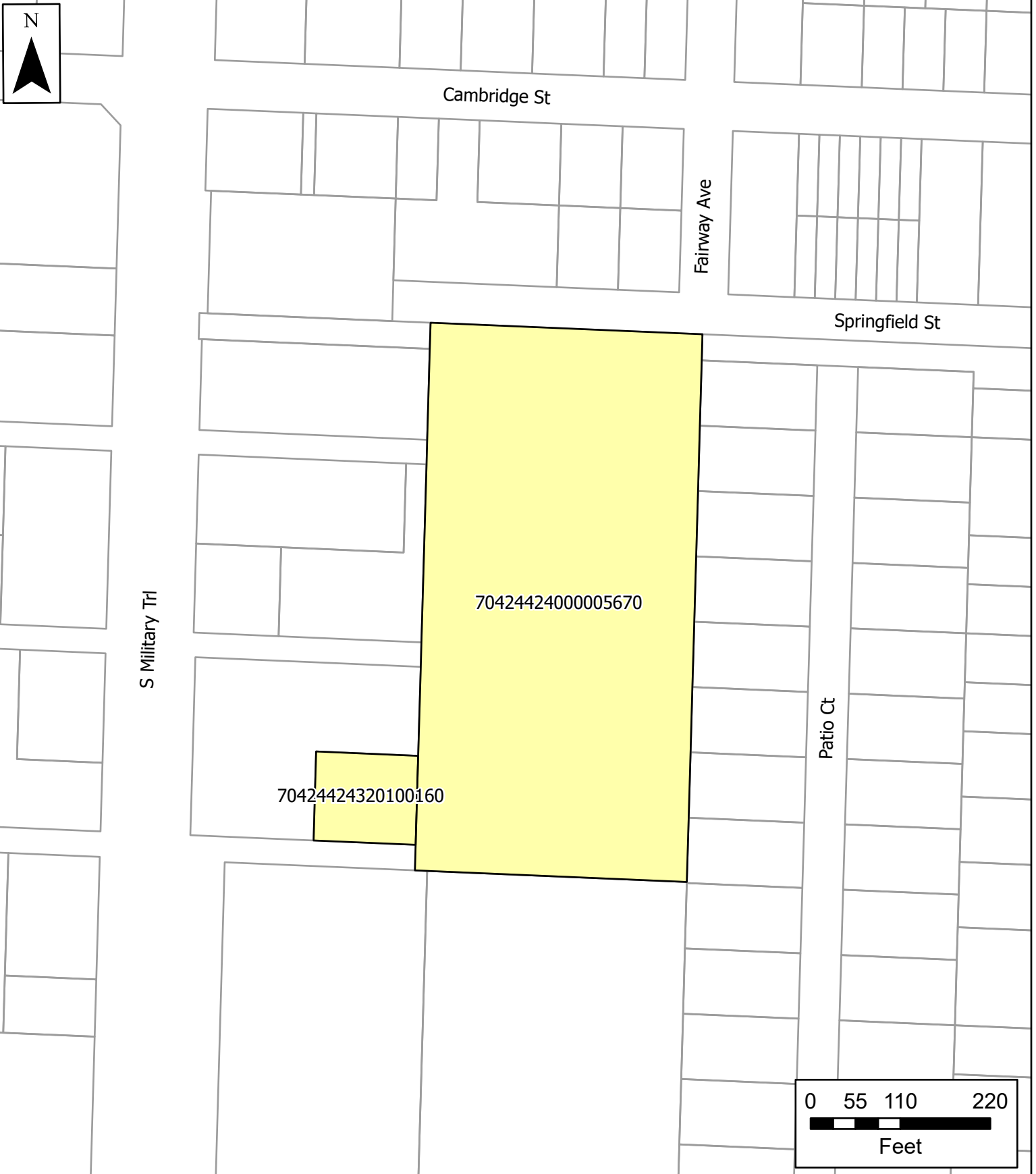
Village of Palm Springs

Boatman Hammock

 Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

Data Source: Project boundary provided by Palm Beach County, World Imagery Basemap provided by ESRI Online Services.



Village of Palm Springs

Boatman Hammock

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-  Parcels
-  Property Boundary

Data Source: Parcels provided by Palm Beach County



Village of Palm Springs

Executive Brief

AGENDA DATE: July 21, 2022

DEPARTMENT: Administration

ITEM (First Public Hearing) - Resolution No. 2022-32 - FY 2023 Preliminary Millage Rates -
#17: Operating, Debt Service & CRA Tax Increment Financing (TIF) **ADDENDUM**

SUMMARY: The Village received Form DR-420 - Certification of Taxable Value and Form DR-420 Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 2023) as well as other related financial information:

The gross taxable value for all properties within the Village for FY 2023 is \$1,678,378,924, an increase in taxable value of \$194,386,542 over FY 2022.

The calculated rolled-back rate is \$3.1016 per 1,000 taxable value. The Village's proposed FY 2023 operating millage for the General Fund is \$3.50 per \$1,000 of the taxable value or an increase of 12.84% over the rolled-back rate. At 100% collection, the expected operating millage is to generate \$5,874,326 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio. Thus, the projected revenue expected is \$5,639,353.

The taxable value for debt service is \$1,682,010,606. The proposed millage rate required to pay the general obligation debt for FY 2023 is \$0.2639 per \$1,000 of the taxable value. That is a decrease of \$0.0355 from FY 2022.

The combined proposed millage rates for FY 2023 (3.5000 operating + 0.2639 debt = 3.7639 total mills) is 0.0355 mills lower than the combined approved millage rates for FY 2022 (3.5000 operating + 0.2994 debt = 3.7994 total mills).

The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2023 is \$64,175,858. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed \$3.50 per \$1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is \$224,615; however, the Village budgets at a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is \$213,385 for the third year.

As a result, the proposed Resolution establishes the tentative millage rates for the Fiscal Year 2023.

The Village Council is requested to establish the final millage rates in September 2022.

FISCAL IMPACT:

Establishes preliminary operating millage rate and debt service millage rates for the proposed budget for the fiscal year 2022-2023

ATTACHMENTS:

1. Resolution No. 2022-32 Proposed Millage Rate
2. DR 420 Proposed FY23
3. DR 420 Debt Proposed FY23
4. History of Millage Rates 1979-2023
5. DR 420 TIF Proposed FY23
6. DR 420 MMP Proposed FY23

RESOLUTION NO. 2022-32

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TENTATIVELY ESTABLISHING A MILLAGE RATE FOR THE 2022-2023 FISCAL YEAR; SETTING REQUIRED PUBLIC HEARINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each municipality must, prior to August 4th of each year, advise the Property Appraiser of proposed millage rate, current year rolled-back rate computed pursuant to Section 200.065, Florida Statutes, and the date, time, and place of the budget hearings; and

WHEREAS, in accordance with the above requirement, the Village must complete the necessary form, certifying taxable value, including statement of additions and deletions for the Village of Palm Springs; and

WHEREAS, based on preliminary figures necessary for the 2022-2023 fiscal year budget, the Village has calculated a proposed ad valorem millage rate.

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

Section 1. That the rolled-back rate be certified at \$3.1016 per \$1,000.

Section 2. That the proposed millage rate for FY 2023 be established at \$3.50 mills.

Section 3. That the debt service millage rate for FY 2023 be set at \$0.2693 per \$1,000.

Section 4. That the first public hearing to consider the budget for fiscal year 2022-2023 be held on Thursday, September 8, 2022 at 6:30 p.m., along with the first Council Meeting for the month of September 2022.

Section 5. That the second public hearing to consider the budget for the 2022-2023 fiscal year be held on Thursday, September 22, 2022 at 6:30 p.m., during the Regular Council Meeting. Both the first and second public hearings shall be held at the Council

Section 6. That this information be included on the Certification of Taxable Value Form which is forwarded to the Property Appraiser and Tax Collector.

Section 7. This Resolution shall take effect immediately upon adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of JULY 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



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2022	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	1,594,937,543	(1)
2.	Current year taxable value of personal property for operating purposes	\$	83,441,381	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	1,678,378,924	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	3,788,720	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	1,674,590,204	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	1,483,992,382	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES ☐ NO	Number 1	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/28/2022 8:31 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	3.5000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	5,193,973	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	5,193,973	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	1,674,590,204	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	3.1016	per \$1000	(16)
17.	Current year proposed operating millage rate	3.5000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	5,874,326	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs					
			STOP HERE - SIGN AND SUBMIT		
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 5,193,973	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			3.1016 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 5,205,660	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 5,874,326	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			3.5000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			12.84 %	(27)
First public budget hearing		Date :	Time :	Place :	
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Michael Bornstein, Village Manager		Rebecca Morse, CFO		
	Mailing Address :		Physical Address :		
		226 CYPRESS LANE			
City, State, Zip :		Phone Number :		Fax Number :	
PALM SPRINGS, FL 33461		5615848441		5619650899	

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

[Home](#)[Property](#)[Taxes](#)**Production Region****(Role= Principal**[TRIM](#)[Return To Levies](#)[Utilities](#)[Inc 6%](#)**Authority) (User= TA60037) (Year=2022) (County=60)**

DR-420 Debt

Form: DR-420Debt.aspx **County:** PALM BEACH **Principal Authority ID:** 555 **Taxing Authority ID:** 555
Levy ID: 687 **MultiCounty ID:** 0

Entity	Description	Type	County
Principal Authority	Palm Springs	City	60
Taxing Authority	Palm Springs	Principal Authority	60
Levy	Palm Springs Debt	Debt	60

Status 420: (5) Principal Authority 420 In Progress **Status 422:** (1) Property Appraiser 422 Assigned

☐ Ready for Certification ☐ OK

	DR-420 DEBT Form Section I		
1.	Current year taxable value of real property for operating purposes	1.	\$ 1,598,569,225
2.	Current year taxable value of personal property for operating purposes	2.	\$ 83,441,381
3.	Current year taxable value of centrally assessed property for operating purposes	3.	\$ 0
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	4.	1,682,010,606
	Section II COMPLETED BY TAXING AUTHORITY		
5.	Current year proposed voted debt millage rate	5.	0.2639
6.	Current year proposed millage voted for 2 years or less under 9(b) Article VII, State	6.	0.0000

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Village of Palm Springs
Millage Rates
Fiscal Years 1979 - 2023

Fiscal Year	Operating Millage	Debt Service Millage	Total Millage
2023	3.5000	0.2639	3.7639
2022	3.5000	0.2994	3.7994
2021	3.5000	0.3104	3.8104
2020	3.5000	0.3381	3.8381
2019	3.5000	0.3777	3.8777
2018	3.6500	0.4062	4.0562
2017	3.9000	0.4930	4.3930
2016	3.9000	0.5484	4.4484
2015	3.9000	0.6620	4.5620
2014	3.9000	0.7117	4.6117
2013	3.5000	1.1520	4.6520
2012	3.5000	0.9560	4.4560
2011	3.5000	0.9368	4.4368
2010	3.5000	0.7736	4.2736
2009	4.3321	0.6325	4.9646
2008	4.0076	0.5755	4.5831
2007	4.7714	0.6657	5.4371
2006	4.7714	0.9692	5.7406
2005	4.7714	1.2009	5.9723
2004	4.8740	1.4468	6.3208
2003	4.8740	1.9311	6.8051
2002	4.9999	0.2458	5.2457
2001	5.1593	0.3026	5.4619
2000	5.2632	0.3262	5.5894
1999	5.2632	0.3684	5.6316
1998	5.2632	0.4064	5.6696
1997	5.3114	0.4261	5.7375
1996	5.4510	0.4450	5.8960
1995	5.4510	0.4570	5.9080
1994	5.4510	0.4510	5.9020
1993	5.2010	0.4550	5.6560
1992	5.1200	0.4330	5.5530
1991	5.2220	0.4510	5.6730
1990	5.0570	0.4430	5.5000
1989	4.5840	0.4160	5.0000
1988	4.3010	0.0000	4.3010
1987	4.2700	0.0000	4.2700
1986	4.2000	0.0000	4.2000
1985	3.6310	0.0000	3.6310

Village of Palm Springs
Millage Rates
Fiscal Years 1979 - 2023

Fiscal Year	Operating Millage	Debt Service Millage	Total Millage
1984	4.0940	0.0000	4.0940
1983	3.4700	0.0000	3.4700
1982	4.5000	0.0000	4.5000
1981	6.0950	0.0000	6.0950
1980	3.6170	0.0000	3.6170
1979	3.8340	0.0000	3.8340



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year :	2022	County :	PALM BEACH
Principal Authority :	Palm Springs	Taxing Authority :	Palm Springs
Community Redevelopment Area :	PALM SPRINGS -2020	Base Year :	2019

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	353,329,514	(1)
2.	Base year taxable value in the tax increment area	\$	289,153,656	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	64,175,858	(3)
4.	Prior year Final taxable value in the tax increment area	\$	315,588,026	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	26,434,370	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/28/2022 8:31 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	64,175,858	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	87,894	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title : Michael Bornstein, Village Manager		Contact Name and Contact Title : Rebecca Morse, CFO	
	Mailing Address :		Physical Address : 226 CYPRESS LANE	
	City, State, Zip : PALM SPRINGS, FL 33461		Phone Number : 5615848441	Fax Number : 5619650899

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2022		County: PALM BEACH	
Principal Authority : Palm Springs		Taxing Authority: Palm Springs	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.1707	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2021 Form DR-420MM, Line 13	5.2379	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.5000	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 1,483,992,382	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 7,773,004	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 87,894	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 7,685,110	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 1,610,414,346	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.7721	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.7721	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0613	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	5.0646	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.5711	per \$1,000 (14)
15.	Current year proposed millage rate	3.5000	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	5.0646	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 1,678,378,924	(18)

Continued on page 2

Taxing Authority : Palm Springs		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 5,874,326	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 8,500,318	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 5,874,326	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 8,500,318	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : Michael Bornstein, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO	
	Mailing Address :	Physical Address : 226 CYPRESS LANE	
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5615848441	Fax Number : 5619650899

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2022 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2021 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2021 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.