



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
SEPTEMBER 22, 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
--------	--------	------

CONSENT AGENDA

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

1. **August 18, 2022 Village Council Regular Meeting Minutes:** Approval of August 18, 2022 Village Council Regular Meeting Minutes

Staff: Kimberly Wynn, Village Clerk

2. **Addendum No. 2 to Agreement - Insurance Broker Consultant Services (Property, Casualty, Liability, Workers Compensation & Special Coverage) - Gehring Group, Inc.:** Motion to approve Addendum No. 2 to the Agreement with Gehring Group, Inc., for the estimated amount of \$30,000 to provide insurance broker consulting services related to the Village's assets and inventory, including buildings, utility plants, lift stations, vehicles and liability, ransomware and workers compensation claims. The Village piggybacked the City of Venice Beach contract (RFP No. 3085-18 - Solicitation No. 18-047 - Broker of Record for Property/Casualty Insurance Program - April 27, 2018). Funding to support this service is available within the FY 2022 Budget - General Fund and Water & Sewer Enterprise Fund.

Staff: Kimberly Wynn, Village Clerk

3. **Insurance Renewal (FY 2023) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT):** Approve renewal of the Property, Casualty Liability, Special Coverage & Worker's Compensation with FMIT for the annual premium of \$786,526. Funding is available in the FY 2023 Budget - General Fund and Water and Sewer Enterprise Fund.

Staff: Kimberly Wynn, Village Clerk

4. **Police Benevolent Association (PBA) Tentative Agreement (TA) - Three (3) Year Contract:** Approve a TA with the PBA for a new three-year term from October 1, 2022 - September 30, 2025. PBA members can vote on September 20th or September 21st on the changes. Contingent upon approval, the PBA Collective Bargaining Agreement is effective as of October 1, 2022. The impacts related to the proposed salary increases have been included within the approved FY 2023 Budget - General Fund.

Staff: Ashley Saingilus, Human Resources Director

5. **Approve Property Improvement Program (PIP) Matching Grant Awards - 42 Springdale Circle, 654 Springdale Circle, 271 Springdale Circle, 1640 Lone Pine Way, 205 Rex Court, and 449 San Fernando Drive:** Approve six (6) grant awards for property owners who have completed the Property Improvement Program at the following locations: (1) 42 Springdale Circle for \$4,792.38 (2) 654 Springdale Circle for \$4,250.00 (3) 271 Springdale Circle for \$3,995.13 (4) 1640 Lone Pine Way for \$3,330.00 (5) 205 Rex Court for \$5,000.00 and (6) 449 San Fernando Drive for \$4,450.00. Funding to support the proposed awards is available within the FY22 Budget - General Fund.

Staff: Iramis Cabrera, PZB Director

6. **Resolution No. 2022-42 - Approve Amendment No.1 to Locally Funded Agreement (LFA) (Task Order # 297 and 298) - Lake Worth Road Median Enhancements and Stormwater Improvements - Florida Department of**

Transportation (FDOT): Approve Resolution No. 2022-42; Amendment No. 1 to the Local Funding Agreement (LFA) Task Order No. 297 and 298 with FDOT and the Village to submit an additional payment in the amount \$126, 692.00 for the construction of drainage improvements and construction of color concrete at traffic separator and curb & gutter within fourteen (14) days of execution of Amendment No. 1 to the LFA (of on the finalization of the construction plans for the resurfacing, restoration and rehabilitation for the Lake Worth Road corridor. Funding to support the increased construction costs is proposed to come from the Federal American Rescue Plan (ARP) monies for which infrastructure projects, such as stormwater improvements, are eligible to use. 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: Kimberly Glas-Castro, Assistant Village Manager

7. **Resolution No. 2022-29 - Project Funding (Interlocal) Agreement with Palm Beach County for FY 2022-2023 Community Development Block Grant (CDBG) Funding Strategies - Park Connector Pathway Project (Sub-Phase IIA - Davis Road (Alameda Drive to Greenbrier to Foxtail Palm Park):** Approve Resolution No. 2022-29; authorizing the Mayor or their Designee to enter into a Project Funding (Interlocal) Agreement with Palm Beach County for \$120,818 utilizing FY 2022-2023 CDBG Funding Strategies for Sub-Phase IIA - The Park Connector Pathway Project located at Davis Road (Alameda Drive to Greenbrier to Foxtail Palm Park).

Staff: Justin Lucas, Director of Parks & Recreation

8. **Temporary Use Permit - Scores Nightclub (Club Land LLC & 3200 Lake worth Road LLC) - Vacant Lot on Lake Worth Road:** Approve an application submitted by Mr. Kevin McGinley, "agent for the applicant," Club Land, LLC & 3200 Lake Worth Road, LLC, for a Temporary Use Permit for two (2) years with the intent of allowing off-site parking for Scores Nightclub (Club Land, LLC property) to replace the parking established on the Seaglates Investment Company property within an area on the vacant lot on Lake Worth Road.

Staff: Iramis Cabrera, PZB Director

End of Consent Agenda....

Motion	Second	Vote
--------	--------	------

PRESENTATIONS

PUBLIC COMMENT (Three minute limit)

REGULAR AGENDA REGULAR AGENDA

9. **Firm Rankings & Authorize Agreement for Professional Services - RFP 2022R-003 - Police Department Expansion Construction Manager at Risk (FY2023 Proposed Budget Funding)**: Motion to Approve the firm rankings and staff's recommendation of RFP No. 2022R-003 Police Department Expansion Construction Manager at Risk (FY 2023 Proposed Budget Funding); and provide authorization for the Village Manager or his Designee to negotiate an Agreement with Kaufman Lynn Construction to present to Council for final approval at a future meeting. The proposed FY2023 budget includes up to \$6 million of infrastructure surtax dollars as partial funding for this project. 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: Kimberly Glas-Castro, Assistant Village Manager, Tom Ceccarelli, Police Chief

PUBLIC HEARINGS

10. **(Quasi-Judicial Hearing) Resolution No. 2022-41 - Site Plan Abandonment - Vacant Lot on Lake Worth Road (formerly Seaglades Investment)**: Mrs. Marta Padron, agent for Janus PS LLC ("Applicant"), is requesting a Site Plan Amendment to abandon the previously approved Site Plan (Resolution 2014-26) and, concurrently, the termination of a declaration of the unity of control required under the same resolution. On June 12, 2014, the Village Council approved a Site Development Plan to unify two (2) separately owned parcels as one project through unity of control for an off-site parking area for the nightclub located at 3174 Lake Worth Road. ***(TO COMPLY WITH ADVERTISEMENT REQUIREMENTS, STAFF HAS REQUESTED THAT THIS ITEM BE POSTPONED TO THE OCTOBER 6, 2022 PUBLIC HEARINGS)***
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

11. **(Second Reading/ Final Public Hearing) Ordinance No. 2022-10 - Establish FY 22-23 Millage Rates - Operating & Debt Service**: Motion to approve Ordinance No. 2022-10; establishing the FY 22/ 23 operating millage rate for the Village of Palm Springs is hereby levied for 3.5000 mills, which is a 10.39% increase over the rolled-back rate of 3.1707. The real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of \$1,594,937,543 and the tangible personal property for nonexempt valuation of \$83,441,381, for a total gross taxable value for operating purposes of \$1,678,378,924.
Staff: Rebecca Morse, Chief Financial Officer

Motion	Second	Vote
--------	--------	------

12. **(Second Reading/ Final Public Hearing) Ordinance No. 2022-11- Adopt FY 2022-2023 Budget:** Motion to approve Ordinance No. 2022-11; adopting an annual budget for the year beginning October 1, 2022 and ending September 30, 2023 in the amount of \$79,764,061 for the Village's projected operating expenditures on the second Final Public Hearing.

Staff: Rebecca Morse, Chief Financial Officer

Motion	Second	Vote
--------	--------	------

13. **Resolution No. 2022-43 - Final Plat - Boatman Hammock - 4445 Boatman Street and a Vacant Lot on Todd Street:** Motion to approve Resolution No. 2022-43; a request submitted by Mr. David Milledge, Agent for WPB Partners LLC ("Applicant"), for a final 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
--------	--------	------

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, OCTOBER 6, 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



**MINUTES, COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
AUGUST 18, 2022 AT 6:30 PM**

CALL TO ORDER

Mayor Smith called the Village Council Regular Meeting to order at 6:36 PM (Immediately following the Closed-Door Session).

ROLL CALL

Present: Mayor Beverly Smith, Vice-Mayor Doug Gunther, Mayor Pro Tem Joni Brinkman, 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 Dr. Jimmy Johnson

INVOCATION

Village Manager Bornstein led the Invocation.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no changes to the Agenda.

CONSENT AGENDA

1. **Approval of July 21, 2022, Village Council Budget Workshop Minutes**
Staff: Kimberly Wynn, Village Clerk
2. **Approval of July 21, 2022, Village Council Regular Meeting Minutes**
Staff: Kimberly Wynn, Village Clerk

3. **Resolution No. 2022-31 - Public Nuisance Abatement Program - Record Special Assessment Liens (Village Abatement Costs):** Motion to approve Resolution No. 2022-31; authorizing the Village to assess costs incurred by the Village under Section 10-22 of the Village Code of ordinances for the abatement of certain nuisances within the Village and providing that a lien, plus applicable fees and costs be assessed against the property at 2877 Lake Worth Road, and recorded if the assessment remains unpaid after thirty (30) days.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: Under the procedures outlined within the Public Nuisance Abatement section of the Village Code (Chapter 10, Section 10-22 - Procedure for enforcement of a nuisance), liens that have been incurred by the Village to abate unsafe and unhealthy conditions from foreclosed, neglected, and/or abandoned homes must be updated and recorded to ensure reimbursement from the property owner (at some future point in time).

Under Section 170.21 of the Florida Statutes, the costs expended on manpower, supplies, and equipment to maintain the properties in a safe condition are considered municipal services that benefited a particular property. As a result, the Village maintains the legal authority to levy a special assessment lien (which survives a foreclosure) to recover all costs incurred.

The proposed resolution includes one (1) property with a total of \$2,700.00 that is requested to be approved by the Village Council as a special assessment lien. Code Enforcement, the Police Department, and Public Works worked with the property owner to clean this property up as there were homeless people and unhealthy conditions on this property due to the overgrown vegetation and trees.

The proposed resolution and a list with the lien have been prepared by the Village Clerk and reviewed by the Village Attorney, the Public Service Department - the Public Works staff, and the Police Department - Code Enforcement Division staff. Resolution No. 2022-31 was advertised in the Lake Worth Herald on March 24, and March 31, 2022.

If approved, the proposed resolution and associated lien will be forwarded to the PBC Clerk of the Courts to be recorded within the public records of Palm Beach County.

Fiscal Impact: The proposed special assessment lien will enable the Village to recover previously paid expenditures to ensure the health and safety of our community.

4. **Approve Property Improvement Program (PIP) Matching Grant Awards - 34 Springdale Circle and 672 Springdale Circle:** Approve two (2) grant awards for the property owner at 34 Springdale Circle for \$3,640.63 and the property owner at 672 Springdale Circle for \$4,133.13 who has completed the Property

Improvement Program. Funding to support the grant awards is available within the FY22 Budget - General Fund.

Staff: Iramis Cabrera, PZB Director

SUMMARY: The Village's Property Improvement Program (PIP) Committee is recommending approval of grant awards for two (2) 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: Taylor J Barahona
- Address: 34 Springdale Circle
- Project: Replace mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$7,281.25
- Matching Grant Award: \$3,640.63

- Owner/Resident: Gian Gastone Bertini
- Address: 672 Springdale Circle
- Project: Replaced mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$8,266.25
- Matching Grant Award: \$4,133.13

The PIP Selection Committee met on October 29, 2021, and recommended approval of the grant awards (up to 50% or \$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.

5. **Submersible Pump Purchase - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc. & Hudson Pump & Equipment:** Approve a purchase from PSI Technologies, Inc. & Hudson Pump & Equipment for \$128,718.20 for ten (10) submersible wastewater pumps. The term of the contracts is three (3) years (June 9, 2025) with two (2) additional one (1) year renewals. Funding to support the proposed purchase is available within the FY 2022 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department must purchase submersible wastewater pumps to replace ten (10) aging pumps at various lift stations throughout the Village's utility service area. The pumps proposed to be replaced have recently experienced a significant increase in failures and inefficiency. By upgrading the pumps with new, more reliable, and higher efficiency pumps that are standardized across the Village, it is anticipated that the Village will experience considerable cost savings (as a result of reduced annual electricity costs, staff maintenance costs, etc.). Improved operational efficiencies that are expected will provide a

higher quality of service for our utility customers.

Note: To ensure the lowest possible price and to standardize the types of pumps, accessories, and repair services utilized within our utility processes, the Village issued an Invitation to Bid (ITB) and awarded contracts to three (3) qualified vendors - PSI Technologies, Inc. (WILO), Hudson Pump & Equipment (Barnes), and Wastewater Solutions, LLC (Boesch) on June 9, 2022. This selection by the Village of Palm Springs was completed through a competitive selection process – Submersible Wastewater Pumps, Accessories, and Service (ITB #2022B-010 - March 31, 2022).

The Village agreed to each of the three vendors' terms, conditions, and pricing. The term of each contract is set to expire on June 9, 2025, with a renewal option to extend two additional one (1) year terms.

Through the existing agreement with PSI Technologies and Hudson Pump & Equipment, the staff was able to obtain the following proposed cost for the purchase of ten (10) submersible wastewater pumps:

<u>Item:</u>	<u>Amount:</u>
Fountainview LS (2 Pumps) PSI Technologies	\$11,444.00
McDonald's LS (2 Pumps) PSI Technologies	\$18,780.00
Marlboro Courts LS (2 Pumps) PSI Technologies	\$24,238.20
Palm Beach Townhomes LS (2 Pumps) Hudson Pumps	\$30,396.00
Springdale LS (2 Pumps) Hudson Pumps	\$43,860.00
<i>Total</i>	\$128,718.20

The approved FY 2022 Budget - Water & Sewer Fund included \$125,000 for the purchase of replacement lift station pumps.

The proposed quotes were prepared by PSI Technologies and Hudson Pump & Equipment and reviewed by the Utilities Supervisor, Utilities Superintendent, Assistant Utilities Director, and the Finance Director.

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

Fiscal Impact:

Funds to support the proposed purchase are 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.

End of Consent Agenda....**PRESENTATIONS**

6. **Presentation of the Septic to Sewer Conversion:** Mr. Tom Jenson, Engineer with Kimley-Horn & Associates, will present the findings of the Septic to Sewer Conversion Study. The Septic Sewer Conversion Study identifies areas in Palm Springs' Utility Service Areas currently not served by a wastewater collection system. Then present options to provide service to those customers. The Florida Department of Economic Opportunity (DEO) funded the study with the Community Planning Technical Assistance Grant.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: Mr. Tom Jenson, an engineer with Kimley-Horn & Associates, the Village's contracted engineer, will present the findings of the Septic to Sewer Conversion Study. This study will identify areas within the Village of Palm Springs Utility Service Area that are currently not served by our wastewater collection system, and present options to provide that service to those customers. This study was funded by a Community Planning Technical Assistance Grant from the Florida Department of Economic Opportunity.

Fiscal Impact:

There is no fiscal impact on this presentation.

Mr. Paul Ward, Assistant Director of Utilities, introduced Mr. Tom Jensen, a Consultant with Kimley Horn. A large group of residents attended the meeting in response to the Septic to Sewer Presentation. Mr. Jensen explained that the conversion presented was a conceptual plan to determine the areas to move from septic to sewer. He identified the four (4) areas and discussed the advantages and disadvantages of the conversion. The conversion could be expensive; however, the Village was looking at grants to help alleviate costs.

Mayor Smith offered the Council an opportunity to ask Mr. Jensen questions. Council Member Ready asked Mr. Jensen if he could explain the functions of Kimley Horn to the community. Mr. Jensen discussed what the Kimley Horn firm generally does in the community. Mayor Smith explained that due to the number of comments and requests to speak, she would permit Fire Chief Tracey Adams to speak before public comments.

At this point, Fire Chief Tracy Adams of Palm Beach County Fire Rescue gave an update to the Council on the Annual Report. She talked about a good insurance rating. Chief Adams announced new life-saving equipment that was available on fire trucks. Fire Rescue continues to prepare for the hurricane system and hire new first responders. She distributed the Annual Report to each of the Council members, and it was entered into the record.

Mayor Smith offered the public an opportunity to speak:

1. Mr. Matthew Takahashi - 2186 West Carol Circle - Mr. Takashi asked what sewer to septic conversion project involved. Mr. Ward explained that the Village was in the conceptual stages of the process. The Village is searching for grants and available funding to help with costs. This will help to determine timelines.
2. Mr. Ashok Kulkarni - 8131 West Lake Drive - Mr. Kulkarni wanted clarification if his home would get converted to a sewer system - he is a resident of Lake Clark Shores (LCS). He entered his memo into the record. Mr. Ward explained that LCS and VPS would not work on the conversion project together at this time. However, they may do so further in the process.
3. Mary Billman - 4681 N Palma Circle - Mrs. Billman asked if the conversion was optional for the residents, or if it was in the planning stages. Mr. Ward explained there would be outreach and the damage would be minimal to their property.
4. Mr. Jon Ettman - 1823 Antigua Road - Mr. Ettman explained to the residents there were two projects taking place in the community at the same time. Mr. Ward explained that a more individual location is on the website.
5. Mr. Jack Resmond - 2106 Bonnie Drive - Mr. Resmond is in support of the septic conversion, but he had concerns about the cost and constant flooding in the area. Mr. Ward explained that the area is outside of the Village of Palm Springs boundaries.
6. Mr. Scott Siegel recollected a situation that happened 25 years earlier when his driveway was ripped apart. Mr. Takashi asked the staff what the next steps were. Matthew asked for the next steps.
7. Ms. Denise Proffitt - 2559 Meadow Court - Ms. Proffitt asked if available funding such as grants would be researched.
8. Mr. Ray Miles - 1803 Forest Avenue - Mr. Miles spoke about Code Enforcement and issues with a seagrape tree and lighting around the U-Store It building. The business did not comply with the lighting conditions which resulted in vagrants. Mr. Miles spoke about his frustrations with the phone tree. Police Chief Ceccarelli answered Mr. Miles's concerns about the phone tree, more research was needed about the U-Store It building conditions. Mayor Pro Tem Brinkman and Vice Mayor Gunther requested staff to review the conditions of approval.
9. Mr. Johnnie Tieche - 305 Winged Foot Drive - Mr. Tieche explained that the Village hired a fourth person for Code Enforcement. He noted the improvement of code conditions around the Village with the additional personnel.

Hearing no further comments from the public, Mayor Smith closed public comment.

REGULAR AGENDA PUBLIC COMMENT

Mayor Smith offered the public an opportunity for public comment. There were none.

PUBLIC HEARINGS

7. **Resolution No. 2022-36 - Final Garbage Non Ad-Valorem Assessment Rates - FY 2023:** Motion to Approve Resolution No. 2022-36; adopting the final non ad - valorem assessment roll for the Fiscal Year 2022/2023 so as to provide a uniform method for collecting the non ad-valorem assessment for garbage, trash, and recyclables collection services and related services on the Palm Beach County Tax Notices.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: On July 21, 2022, the Village Council adopted Resolution No. 2022-27, setting the preliminary Non Ad-Valorem assessment rates for Fiscal Year 2022-2023. As a result, Resolution No. 2022-36 proposes to set the final Non-Ad-Valorem assessment roll rates to provide a uniform method for collecting this assessment for garbage, trash, and recyclables collection services in the Village on the Palm Beach County Tax Notices.

The proposed rates for Fiscal Year 2022-2023 will be as follows:

Single Family Homes	\$ 201.00
Multi-Family Homes	\$ 125.50
Mobile Homes	\$ 125.50

The Council originally established the uniform method for collecting garbage, trash, and recyclables services on the Palm Beach County Tax Notices by the adoption of Resolution No. 2008-17 in February 2008. This 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.

The Council has adopted a corresponding resolution each year setting rates for the upcoming fiscal year. 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. To assist with the reduced administrative margin to offset staff costs.

Fiscal Impact:

The projected total annual revenue that the Village would assess is expected to be \$1,531,010.40 (which is at a 96% collection rate).

Mayor Smith introduced Resolution No. 2022-36. There was no presentation from the staff. Mayor Smith offered the public and Council an opportunity to speak on

Resolution No. 2022-36. There were no comments from the public. The Village Attorney, Mr. Torcivia read the title of the caption into the record.

Vice-Mayor Gunther made a motion to Approve Resolution No. 2022-36. It was seconded by Council Member Ready. The said motion carried 5-0.

8. **Resolution No. 2022-37 - Final Adoption of the Stormwater Non Ad-Valorem Assessment Rates - FY 2023:** Motion to Approve Resolution No. 2022-37; adopting the final 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: Kimberly Wynn, Village Clerk

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:

	Monthly Rate	Annual Rate
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 to support stormwater issues within the Village. The interim stormwater fee was established with the following conditions:

1. The Interim Fee was for a short-term period of three (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 \$524,966.40 (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.

Mayor Smith offered the public an opportunity to speak on Resolution No. 2022-37. The staff presentation was provided at the Village Council Meeting on July 21, 2022. There were no comments from the public or the Council about Resolution No. 2022-37. Village Attorney Torcivia read the title of the caption into the record.

Mayor Pro Tem Brinkman made a motion to approve Resolution No. 2022-37. It was seconded by Council Member Ready. The said motion carried 5-0.

9. **(QUASI-JUDICIAL HEARING) - Resolution No. 2022-13 - Site Plan Amendment (SPR22-06) and Special Exception Use (PSSE22-03) - Triomphe Restaurant & Lounge, LLC - 4206-4208 Lake Worth Road:** Motion to consider Resolution No. 2022-13; an application from Mr. Scott Ehrenberg of Berg Design, Inc., agent for the tenant Triomphe Restaurant & Lounge, LLC, "applicant for a Site Plan Amendment, (SPR22-06) with conditions, concurrently with a Special Exception Use (PSSE22-03), to allow a 7,080 square foot restaurant within two (2) tenant bays in an existing Commercial General (CG) shopping center, located at 4206-4208 Lake Worth Road.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Scott Ehrenberg of Berg Design, Inc., agent for the tenant Triomphe Restaurant & Lounge, LLC, "applicant", is requesting a Site Plan Amendment (SPR22-06) and Special Exception Use (PSSE22-03) to allow the conversion of 7,080 square feet of retail-office space into a restaurant located on a 4.25-acre parcel that is located at 4236 Lake Worth Road. The proposed tenant will be occupying two (2) tenant bays within the existing Commercial General (CG) shopping center (4206-4208 Lake Worth Road).

Note: The 4.25-acre property was annexed into the Village in 2014 as a developed parcel with a total of 40,240 square feet of building area within two (2) commercial structures.

Previously, the applicant requested a special exception to allow a restaurant to be used by a private club and also requested a relief from the Code to allow business operations to commence at 8:00 am and to be extended until 2:00 am on Sundays, rather than from 12:00 pm to 11:00 pm, as it is required for establishments that dispense alcohol beverages for on-premise consumption and the allowance to operate later than 11:00 pm on premises located within 54 feet from a residential district rather than the required 250 feet.

The Planning and Zoning Board considered the application during their March 8, 2022, meeting and recommended denial. The Board's concerns included illegal operations without proper approval, serving alcoholic beverages without proper licenses, inconsistency with residential uses surrounding the property, noise to be generated, and extended hours of operations. The applicant requested their item be postponed to the April 14, 2022, Village Council meeting to revise their application.

The applicant revised the application to remove the special exception requested for private club use and withdrew the two requested variances on May 17, 2022. This newly revised application is for the special exception and site plan amendment required for the proposed restaurant use.

On July 12, 2022, the Planning and Zoning board voted against the project, recommending denial based on the applicant's justification statement describing that the expanded seating capacity of the restaurant will provide "a location for weddings, funerals, birthdays, " and the floor plan provides for a large (33'x15') raised floor for live entertainment, thus the proposal continues to have the characteristics of a Banquet Hall. Staff and advisory board members addressed deficiencies in the application and expressed concerns that enforcement of the restaurant use would be difficult.

The applicant revised the application to remove the large (33' x 15') raised floor for live entertainment, enlarged the kitchen area, and revised the justification statement to comply with the code for restaurant use only.

Note: There are concerns from staff considering the applicant has operated illegally without a Certificate of Occupancy issued from the Village. There are reports of alcohol being served without proper credentials, and with minors being present. Further, there are reports of construction work completed without a building permit, and the proposed restaurant is converted into a banquet hall and subject to code enforcement. Additionally, the staff is concerned about ongoing complaints that will divert Code and Police attention from the focus of eliminating blight and enhancing safety.

Despite the concerns outlined above, the Planning, Zoning, & Building Staff, as well as the Community Redevelopment Agency (CRA) Staff **do not** object to the proposed special exception use and site plan amendment and recommend conditional approval of the proposed restaurant use requested.

Resolution No. 2022-13 was advertised in the Lake Worth Herald on Thursday, August 4, 2022. The applicant was not in attendance to present their testimony, [staff was not notified in advance] that they would not be present for the meeting.

Fiscal Impact: The proposed project is not expected to have a direct fiscal impact on the Village. However, if approved, this project would require various Village services that will result in increased expenditures to the Village.

Note: *The Applicant was not present at the hearing to present their testimony. There was no record that the Applicant had indicated to staff they would not be present at the Council Meeting.*

Vice Mayor Gunther made a motion to postpone Resolution No. 2022-13 (Site Plan Amendment and Special Exception Use (PSSE22-03) - Triomphe Restaurant & Lounge, LLC - 4206-4208 Lake Worth Road to September 8, 2022, Public Hearing Village Council Meeting. It was seconded by Mayor Pro Tem Brinkman. The said motion carried 5-0.

10. **(QUASI-JUDICIAL HEARING) Resolution No. 2022-34 - Sign Variances - McDonald's - 3015 Forest Hill Boulevard (Forest Hill Center):** Motion to Approve Resolution No. 2022-34 with conditions; an application submitted by Mr. Daryl Johnson, agent for the Applicant "McDonald's (Corporate Office) request for five (5) sign variances to install two (2) digital menu board signs and two (2) digital presell signs, one of each at each drive-thru lane order point, at the existing McDonald's fast food restaurant located at 3015 Forest Hill Boulevard (within the Forest Hill Center).

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Daryl Johnson, agent for the Applicant, McDonald's (Corporate Office), is requesting five (5) sign variances to install two (2) digital menu board signs and two (2) digital presell signs, one of each at each drive-thru lane order point, of the existing fast food restaurant located at 3015 Forest Hill Boulevard, within the Forest Hill Center.

The proposed new digital menu signs are submitted by the Corporate Office to display graphics of menu items in a variety of colors, along with prices, which, if approved, would be a deviation from the Village Code regarding electronic signs. The applicant has stated that the proposed sign text/copy will only change twice daily - when the menu changes from breakfast to lunch/dinner and vice versa. At

this time, some digital menu boards are being used by McDonald's within Palm Beach County (photos of the digital menu board within the agenda backup are from a sign installed at 2605 South Military Trail).

Note: The Village Council amended the sign code (Ordinance No. 2015-13 on May 14, 2015) to reduce the maximum size of electronic changeable copy signs (i.e., time & temperature signs at financial institutions, gas/fuel price signs, public service message signs on governmental/public/educational properties).

In December 2016, the Village Council authorized various sign variances for the restaurant (Resolution No. 2016-78):

- Permit two (2) menu boards, one in each drive-thru lane, instead of the 1 permitted menu board.
- Permit thirty-three (33) square feet of sign face area on each of the 2 menu boards in place of the maximum 25 square feet of sign face area for menu boards.

At this time, the applicant is seeking five (5) sign variances:

- **(PSV22-12)** - A request to allow an electronic changeable menu board and presell signs at each of the two (2) drive-thru lane order points. (Provides relief from Section 34-267 of the Village Code that limits changeable electronic signs to public service messages on governmental, public, or educational properties).
- **(PSV22-13)** - Request to allow four (4) changeable electronic signs (Provides relief from Section 34-267(d) of the Village Code that limits only one (1) electronic sign - per property).
- **(PSV22-14)** - Request to allow multiple colors and varying messages (menu items and price) (Provides relief from Section 34-267(i) from Village Code that limits changeable electronic signs to monochromatic, single messages).
- **(PSV22-15)** - to allow graphics and logos (Provides relief from Section 34-267(l) from the Village Code that permits only text and numbers on changeable electronic signs).
- **(PSV22-16)** - to allow 100% changeable copy area (Provides relief from Section 34-263(f) of the Village Code that limits changeable copy area to be 25% of the proposed sign area)

<u>Sign</u>	<u>Existing</u>	<u>Proposed</u>
Menu Board	2 signs - 33 sq each = 66 sf	2 signs - 19.9 sf each = 39.8 sf

Presell sign	none	2 signs - 9.9 sf each = 19.8 sf
--------------	------	------------------------------------

Based on previous Village Council approvals and direction, the staff is concerned with establishing the following precedence:

- Permitting commercial businesses to utilize changeable electronic signs.
- Allowing graphics on changeable electronic signs.

If approved, staff recommends that the proposed variances be conditioned to require the proposed signs to comply with Section 34-267 of the Village Code, which prohibits animation or video displays and requires sign messages to remain static for a minimum of six (6) seconds with instantaneous change of the display within one second or less.

Resolution No. 2022-34 was advertised in the Lake Worth Herald on August 5, 2022. The Village Clerk swore in the applicants and the staff. Mayor Smith asked the Council to disclose their ex parte communication - there was none.

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

The Applicants and staff were sworn in by the Village Clerk. They entered their presentations into the record. The applicants explained why it was important to increase the sign height. He said the customers could see the signs which could permit quicker customer service. He compared the menu board that was used by the restaurant to the proposed menu board. He focused on the clutter and the difficulty in reading the menu slowed customer service.

At this time, Mayor Smith offered the public and Council an opportunity to speak on Resolution No 2022-34. Council Member Ready asked the applicant if there was a problem with stacking (cars) at the location. He also questioned if the location had double lanes. Council Member Ready asked about the number of double lanes. Vice Mayor Gunther asked how often the menu board changed. The applicant advised that the board change from breakfast to lunch (once per day). The customer would be aware when this happens. There is not a constant change to the digital menu.

Council Member Waller made a motion to approve Resolution No. 2022-34. It was seconded by Mayor Pro Tem Brinkman. The said motion carried 5-0.

11. **(FIRST READING) Ordinance No. 2022-09 - Village Code Amendment - Chapter 78 - Year-Round Landscape Irrigation Conservation Measures: Approve Ordinance No. 2022-09; an amendment to Chapter 78 "Utilities", to add a new Article VI, to the Village's Code of Ordinances relating to "Year-Round Landscape Irrigation Conservation Measures", to establish specific restrictions and exemptions to set guidance on the prudent use of water and landscape irrigation. If approved by Village Council on 1st Reading, Ordinance**

No. 2022-09 will be presented to Council for 2nd and Final Reading on September 8, 2022.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: South Florida Water Management District (SFWMD) has requested all cities to amend existing water and irrigation conservation program restrictions and exemptions provided within municipal codes to give greater consistency with the rules adopted by the SFWMD.

The proposed ordinance (based on a model ordinance provided by SFWMD) establishes specific restrictions and exemptions to set guidance on the prudent use of water and landscape irrigation as established within SFWMD's rules promulgated in Florida Administrative Code Chapter 40E-24.

In summary, the proposed amendments:

1. Specify the allowable hours for landscape irrigation from 4:00 pm – 10:00 am
2. Define the three (3) days per week permitted for landscape irrigation, determined by the odd- or even-numbering of the property address.
3. Lastly, should the SFWMD declare a water shortage emergency whereby water use shall be further restricted, Village Code Chapter 78, Article III sets forth that such a declaration shall also become enforceable within the Village. Provide exemptions from restrictions for new lawns and landscaping.

The Village staff recommends approval of Ordinance No. 2022-09, consistent with the rules adopted by the South Florida Water Management District.

If approved on the 1st reading, Ordinance No. 2022-09 will be considered for the 2nd and final reading by the Village Council on September 8, 2022.

Fiscal Impact: Proposed Ordinance No. 2022-09 does not have a direct fiscal impact on the Village.

The Assistant Village Manager, Mrs. Glas-Castro, gave the staff presentation. She explained that almost two (2) years ago, South Florida Water Management District (SFWMD) adopted regulations that specified water restrictions for the County. SFWMD has requested adopted rules within the municipal code for consistency from all municipalities. Mrs. Glas-Castro discussed the proposed amendments like the hours and days of use. Also, enforcement of the water restriction was explained. Mrs. Glas-Castro said residents and businesses would receive a warning before they are issued a citation under the Village's fee schedule.

Mayor Smith offered the public and Council an opportunity to speak on Ordinance No. 2022-09. The Council asked how the information would get to the residents and businesses. They also wanted to know how to monitor the ordinance. Council Member Waller clarified that since condominiums have different addresses, property managers can water different areas on different days.

The information will be put on the Village website and utility bills. She asked if the condos could water on different days. Waller asked who was going to monitor this ordinance.

Mayor Pro Tem Brinkman suggested that residents receive a door hanger warning before they are cited. Council Member Ready asked if this ordinance would be enforced by an outside agency or Village Code Enforcement. An outside agency is not going to enforce this water restriction.

Council Member Ready made a motion to Approve Ordinance No. 2022-09. It was seconded by Vice Mayor Gunther. The said motion carried 5-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

There were no comments from the Village Manager.

VILLAGE COUNCIL COMMENTS

The Council provided an update on their activities.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Regular Council Meeting at 7:50 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **August 18, 2022**. Which minutes were formally approved and adopted by the Village Council on **September 22, 2022**.

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, SEPTEMBER 8, 2022 AT 6:30 PM
(IMMEDIATELY FOLLOWING THE CRA BUDGET MEETING)**



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Administration

ITEM #2: Approve Insurance Broker/Consultant Services (Property, Casualty, Liability, Workers Compensation & Special Coverage) Insurance Contract - Piggyback - Village Manager's Office (FY 2022 Budget Funded - General Fund & Water & Sewer Fund) - 2nd Addendum to the Agreement - Gehring Group

SUMMARY: The Village uses Gehring Group, Inc., a Consultant, to provide insurance broker services related to the Village's assets and inventory. This includes buildings, utility plants, lift stations, vehicles and liability, ransomware and workers' compensation claims. The Village currently works with the Gehring Group, where they serve as the Village's broker for employee benefits and insurance service claims. They have provided excellent customer service and assisted in ensuring that the Village's insurance premiums were lower than expected (based on claims and experience).

The Village piggybacked the City of Venice Beach contract awarded to Gehring Group, Inc. The selection process for the Broker of Record for Property/Casualty Insurance Program was conducted through a competitive process (RFP No. 3085-18 - Solicitation No. 18-047 - April 27, 2018). Gehring Group, Inc. was awarded this contract for three (3) years, with two (2) one (1) year renewals. Original bid documents are on file in the Village Clerk's Office .

To ensure the lowest possible price, staff is recommending approval of the Agreement with Gehring Group, Inc. to the retroactive date of July 15, 2022. The date of expiration will remain July 15, 2023.

Addendum 2 to the Agreement with Gehring Group would provide the same pricing that the Village is currently receiving. The piggyback contract fee would be \$30,000 annually. The 5% broker commission, which is paid under the current contract, has been removed and represents a savings of approximately \$3,000 annually to the Village.

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

The Village's Purchasing Code, Sec. 58-2. - Exempt purchases., provides that the following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this purchasing code.

Addendum No. 2 to the Agreement was reviewed by Gehring Group, the Village Clerk, the Village Attorney.

FISCAL IMPACT:

Funding to support this service is available within the FY 2022 Budget - General Fund and Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Gehring Group Agreement - Amendment No. 2
2. Gehring Group Agreement - Amendment No. 1
3. Gehring Group Agreement
4. Fiscal Impact - Quarterly

AGREEMENT FOR INSURANCE BROKER SERVICES

This Agreement for insurance broker services services (“Agreement”) is entered into this _____ 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 (“VILLAGE”), and **The Gehring Group, Inc.**, 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410 a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide insurance broker service services for the VILLAGE; and

WHEREAS, the City of Venice, Florida, through its competitive selection process, awarded a contract for Property & Liability Insurance Agent/Broker (RFP # 3085-18) (“Venice Contract”) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE to provide insurance broker services based on the pricing and terms and conditions of the Venice Contract; and

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Venice Contract. The Venice Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the City of Venice under the Venice Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Venice Contract and pricing therein, the CONTRACTOR shall provide insurance broker services as requested by the VILLAGE.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

(a) All written modifications and amendments hereto;

- (b) This Agreement;
- (c) Venice Contract (including all attachments, and exhibits, thereto), as amended by Amendments 1 and 2.

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

- (a) All written modifications and amendments hereto;
- (b) This Agreement;
- (c) The Venice Contract, as amended by Amendments 1 and 2.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Venice Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required in Venice Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written

agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: Notwithstanding the date the Contract is approved by the Village Council or executed by the parties, the effective date of this contract shall be July 15, 2022, expiring July 15, 2023. The term of this contract shall be for a term to mirror the Venice Contract renewal term, consisting of an initial three (3) year term beginning July 16, 2018 and continuing through July 15, 2021, which has been extended for two additional one-year terms with the current (second) renewal term expiring on July 26, 2023.
- 6.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.12 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

7. Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
8. Public Records. CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - (a) Keep and maintain public records required by the VILLAGE to perform the service.
 - (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
 - (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

9. Indemnity. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause

to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida 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. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
11. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:
 - (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
 - (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Kimberly Wynn, Village Clerk

BY: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR:
The Gehring Group, Inc.

By: _____

Print Name: _____
Print Title: _____

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of **The Gehring Group, Inc.**, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following as identification.

Notary Public

Print Name: _____
My commission expires: _____

FIRST ADDENDUM TO AGREEMENT FOR INSURANCE BROKER SERVICES

THIS FIRST ADDENDUM is made and entered this 8th day of July, 2021 by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village", and **The Gehring Group, Inc.**, 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, the Village and the Contractor entered into a written Agreement for Insurance Broker Services dated July 11, 2019 wherein Contractor provides Insurance Broker Services for the Village (the "Agreement"); and

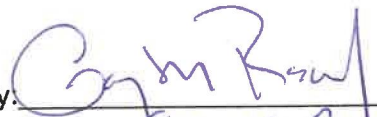
WHEREAS, the parties desire to exercise the first of the two (2) one-year renewal options;

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

1. Section 5 of the Agreement, TERM OF AGREEMENT/OPTION OF RENEWAL, is hereby amended to renew the Agreement for the first option to renew, and the Agreement shall now expire on July 15, 2022.
2. Except as otherwise provided herein all the terms and conditions of the Agreement shall remain in full force and effect.

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

VILLAGE OF PALM SPRINGS

By: 
Print Name: Gary M. Reedy
Print Title: Vice Mayor

THE GEHRING GROUP, INC.

By: 
Kurt N. Gehring
President and CEO

AGREEMENT FOR INSURANCE BROKER SERVICES

THIS AGREEMENT ("Agreement" hereafter) is made as of the 11th day of July, 2019, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village", and **The Gehring Group, Inc.**, 11505 Fairchild Gardens Ave., Suite 202, Palm Beach Gardens, FL 33410, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the Village has previously determined that it has a need for insurance brokerage services for property and casualty insurance; and

WHEREAS, The City of Venice recently solicited bids for insurance brokerage services, under Request for Proposal No. 3085-18 (hereinafter "RFP"), and the City awarded the contract to the Contractor; and

WHEREAS, the Village has requested and the Contractor has agreed to honor the prices in the City of Venice contract for insurance brokerage services; and,

WHEREAS, the Village has reviewed the prices from the City of Venice contract and determined that the prices are very competitive; and,

WHEREAS, the Village desires to piggy-back the City of Venice contract including all pricing, terms and conditions therein; and,

WHEREAS, the Village has determined that entering into this Agreement with the Contractor serves a valid public purpose.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. City of Venice Contract. The City of Venice Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The City of Venice Contract includes the RFP issued by the City of Venice and the Contractor's responsive proposal thereto.

3. Services to be Performed. The Contractor hereby agrees to provide the Village with property and casualty insurance program services, as requested and more

specifically outlined in the RFP, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

4. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

5. Term of Agreement/Option of Renewal. Services performed pursuant to this Agreement shall commence upon execution of this agreement and continuing through July 15, 2021, unless canceled or terminated as provided herein. This Agreement may be renewed, by written agreement of the parties, for two (2) additional one-year periods after the initial contract period. This option shall be exercised only if all terms and conditions remain the same, and approval is granted by the Village Commission and if the underlying agreement is renewed.

6. Assignment. The Contractor shall perform this Contract. No assignment shall be allowed without the prior written consent of the Village. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Village within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Contract, which shall not be unreasonably exercised by the Village, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state or federal laws. Action by the Village awarding a proposal to a proposer which has disclosed its intent to assign in its response to the RFP, without exception shall constitute approval for purposes of this Contract.

7. Cancellation. The Village reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the discretion of the Village.

In addition to all other legal remedies available to the Village, the Village reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the Village.

Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the Contract.

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the Contract.

The Contractor may cancel the Contract with one hundred eighty (180) days written notice to the Village's Village Manager. Failure to provide proper notice to the Village may result in the Contractor being barred from future business with the Village.

8. Licenses. The Contractor must secure and maintain any and all licenses required to complete this Contract.

9 Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the RFP throughout the term of this Contract. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements set forth in the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

10. Indemnification. The Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the Village, its employees, agents and elected officials from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the Village. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

11. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- a. This Agreement;
- b. The City of Venice Contract.

12. Compensation to Contractor. Payments by the Village to the Contractor shall be the amount of compensation stated in the Contractor's proposal, which is \$30,000.00 on an annual basis. Such payment shall be paid in equal monthly payments to Contractor.

13. Miscellaneous Provisions.

A. 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. All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. 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.

C. Except for mediation and any obligation of the Contractor to indemnify the Village, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.

D. 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.

E. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.

F. The Village and the Contractor agree that this Agreement (and the other documents described herein) 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. 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.

G. Public Records: Public Records: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

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.

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.

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

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

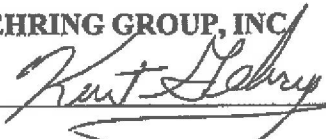
H. Palm Beach County IG: In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and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

I. Scrutinized Companies: As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Contractor certifies that Contractor and Contractor's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time Contractor submits a bid or proposal for a contract or before Contractor enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the

contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, Contractor must certify that it is not participating in a boycott of Israel. If the Village determines, using credible information available to the public, that a false certification has been submitted by Contractor, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

IN WITNESS WHEREOF, the Village and Contractor hereto have made and executed this Agreement for Insurance Broker Services as of the date set forth above.

THE GEHRING GROUP, INC

BY: 

Print Name: Kurt Gehring
CEO

Position: _____



VILLAGE OF PALM SPRINGS

BY: 

BEV SMITH,
MAYOR

ATTEST:

BY: 

KIMBERLY WYNN,
VILLAGE CLERK



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 

GLEN J. TORCIVIA,
VILLAGE ATTORNEY

FISCAL IMPACT:

The proposed piggyback contract fee, if approved, would be

\$30,000 annually. The 5% broker commission, which is paid under the current contract, has been removed and represents a savings of approximately \$3,000 annually to the Village.

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

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

<i>Allocated/Estimated Project Funding:</i>	<i>Amount</i>
FY 2021 Budget - General Fund:	\$ 7,224
FY 2021 Budget - Water & Sewer Fund:	\$22 776
TOTAL ALLOCATED/APPROVED BUDGET	\$30,000

<i>Expected Project Costs:</i>	<i>Amount</i>
Total Request/Cost - General Fund:	\$ 7,224
Total Request/Cost - Water & Sewer Fund:	\$22 776
TOTAL PROJECT COSTS:	\$30,000



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Administration

ITEM #3: Insurance Renewal (FY 2023) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT)

SUMMARY: Gehring Group is recommending that the Village remains with our current carrier, Florida League of Cities (FMIT), for this upcoming plan year, which would provide the Village with the following benefits:

1. Consistency with a single carrier will assist with current and future premium pricing.
2. Maintaining the current carrier would significantly reduce the education and coverage related issues associated with changing to another company.
3. Continuity with adjusters assists in expediting closing of outstanding claims
4. Provide the highest level of benefits
5. The Turnkey Recovery program, through Synergy NDS, assists with seamless management of all property damage claims.

Gehring Group assisted the Village with a market bid for the 2021/22 plan year, resulting in a reduction in premiums. Due to the current market conditions with inflation causing both increases to property replacement values and salaries, Gehring Group advised that a market bid would not provide results similar to what was seen in the prior year, particularly with coverage having been retained with the incumbent insurer and only one other alternative for a governmental trust package program suitable to the Village's needs.

The following program rates were provided by FMIT for the renewal term commencing on 10/1/2022:

Coverage Type	Current Rates <u>FY2022</u>	Renewal Rates <u>FY2023</u>
Property & Equipment	\$125,656	\$136,105
General Liability*	\$135,768	\$146,980
Auto Liability & Auto Physical Damage	\$89,964	\$101,521
Workers' Compensation	\$398,905	\$395,486
Pollution Liability	\$3,472	\$3,524

Statutory AD&D	\$2,910	\$2,910
LESS: Return of FMIT Premium Credit	N/A	N/A
Total Annual Premium	\$756,675	\$786,526
*Includes Public Officials Liability & Employment Practice Liability and Law Enforcement Liability, and Cyber Security is also included		

Note: Due to catastrophic events worldwide and the steep rise in reinsurance costs, FMIT's annual Return of Premium Credit program was suspended by its board of governors in 2019. It has not been reinstituted in FY 22/23.

Initially, the Gehring Group projected that the Village may experience a 7% increase for FY 2023 due to increases in Property Insurance (due to the recent surge in property replacement values), Employment Practices Liability, and Law Enforcement Liability. However, through negotiations with FMIT, the Village received an annual premium of \$786,526, a 3.95% increase over the FY2022 annual premium - an estimated \$54,563 savings from Gehring's original projection. Therefore, the Gehring Group recommends that the Village remain with FMIT and continue its coverage. The proposed annual premium has been reviewed by the Village Clerk (who manages our insurance program) and the Finance Director.

If approved, the Village would accept the Florida Municipal Insurance Trust's (FMIT) pricing including all terms, conditions, and pricing. The term of the proposed contract would be for one (1) year and would expire on September 30, 2023. 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.

The Village's Procurement Code, Section 58-2. - Exempt purchases, provides that the following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements outlined in this purchasing code: (29) Payments for casualty and property insurance after approval of a contract by the Village Council.

The proposed annual premiums were prepared by FMIT and reviewed by the Gehring Group, the Village Clerk (who manages our insurance program), and the Finance Director.

If approved, the Village's new premiums for FY 2023 will be effective beginning October 1, 2022.

FISCAL IMPACT:

The proposed premiums are included within the proposed FY 2023 Budget - General Fund and Water and 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. FY 2022-2023 Renewal Executive Summary
2. FY 2022-2023 Renewal Evaluation

Village of Palm Springs
Property, Casualty & Workers' Compensation
Executive Summary
Effective Date: October 1, 2022

The Florida Municipal Insurance Trust, the incumbent property, casualty and workers' compensation insurance carrier for the Village of Palm Springs, has provided a renewal proposal for FY 2022/2023 with regards to Property & Inland Marine, General Liability, Public Officials Liability, Employment Practices Liability, Law Enforcement Liability, Auto Liability & Physical Damage and Workers' Compensation insurance coverage. They proposed an overall renewal premium of \$780,092 which represents an increase of \$29,799, or 3.97% versus the expiring premium of \$750,293.

Because of the ongoing, annual catastrophic losses from hurricanes, earthquakes, and wildfires that have devastating affect worldwide, reinsurers have significantly increased their costs to underwrite global property losses. Therefore, FMIT board members elected to suspend the Return of Premium (ROP) credit as of FY 2019/2020.

In addition, the Village of Palm Springs also secures its Pollution Liability Insurance through FMIT's Pool package written through Allied World Assurance CO. (AWAC), and statutorily required Accidental Death & Dismemberment for its Police officers from National Union Fire Ins. Co.

Overall, the total annual premiums for the Pollution Liability insurance and Statutory AD&D insurance policy coverages are \$6,434, an increase of 0.8% versus the combined expiring premiums of \$6,382.

Summary

Gehring Group recommends that the Village of Palm Springs renew its Property, Inland Marine, General Liability, Automobile, Workers' Compensation and Crime coverages with the FMIT for the package premium of \$780,092; and renew its Pollution Liability and Statutory AD&D policies with AWAC and National Union Fire Ins. Co., respectively, for a combined premium of \$6,434.

The overall program cost for the Village of Palm Spring's FY 2022/2023 Property & Casualty and Workers' Compensation program is \$786,526.

Village of Palm Springs
Property, Casualty, Ancillary & Workers Compensation Insurance
2022-2023 Renewal Evaluation



	Current				Renewal			
	2021-2022				2022-2023			
Coverage Type	Carrier	Deductible	Coverage Limits	Premium	Carrier	Deductible	Coverage Limits	Premium
Property	FMIT	\$ 5,000	\$ 34,898,768	\$ 125,656	FMIT	\$ 5,000	\$ 34,898,768	\$ 136,105
Named Storm		*5% NS/Wind				*5% NS/Wind		
Inland Marine		\$500/\$1,000	\$ 1,117,377	Included in Property		\$500/\$1,000	\$ 932,303	Included in Property
Flood		\$5,000 All Zones	\$ 5,000,000	Included in Property		\$5,000 All Zones	\$ 5,000,000	Included in Property
Business Interruption		\$ -	\$ 250,000	Included in Property		\$ -	\$ 250,000	Included in Property
Equipment Breakdown		\$ 5,000	\$ 34,898,768	Included in Property		\$ 5,000	\$ 34,898,768	Included in Property
Crime		\$ -	\$ 1,000,000	Included in Property		\$ -	\$ 1,000,000	Included in Property
General Liability	FMIT	\$ -	\$ 1,000,000	\$ 135,768	FMIT	\$ -	\$ 1,000,000	\$ 143,282
Employment Practices & Public Officials Liability		\$ -	\$ 1,000,000	Included in Gen. Liab.		\$ -	\$ 1,000,000	Included in Gen. Liab.
Law Enforcement Liability		\$ -	\$ 1,000,000	Included in Gen. Liab.		\$ -	\$ 1,000,000	Included in Gen. Liab.
Cyber Liability	FMIT	\$ -	\$ 1,000,000	Included in Gen. Liab.	FMIT	\$ -	\$ 1,000,000	\$ 3,698
Auto Physical Damage	FMIT	\$ -	Per Schedule	\$ 34,616	FMIT	\$ -	Per Schedule	\$ 38,940
# Units/Valuation		129 / \$4,959,569		Included in Auto P.D.		139 / \$4,174,335		Included in Auto P.D.
Auto Liability	FMIT	\$ -	\$ 1,000,000	\$ 55,348	FMIT	\$ -	\$ 1,000,000	\$ 62,581
Personal Injury Protection		\$ -	\$ 10,000	Included in Auto Liab.		\$ -	\$ 10,000	Included in Auto Liab.
Medical Payments		\$ -	\$ 5,000	Included in Auto Liab.		\$ -	\$ 5,000	Included in Auto Liab.
Workers' Compensation	FMIT	\$ -	Statutory	\$ 398,905	FMIT	\$ -	Statutory	\$ 395,486
Estimated Payroll		\$ -	\$ 13,443,220			\$ -	\$ 14,687,104	
Experience Modification Factor		\$ -	1.42			\$ -	1.21	
Pollution Liability	FMIT	\$ 10,000	\$ 1,000,000	\$ 3,472	FMIT	\$ 10,000	\$ 1,000,000	\$ 3,524
Statutory AD&D	FMIT			\$ 2,910	FMIT			\$ 2,910
Line of Duty/Infectious Disease		\$ -	\$ 75,000.00			\$ -	\$ 75,000	
Fresh Pursuit		\$ -	\$ 75,000.00			\$ -	\$ 75,000	
Unlawful & Intentional		\$ -	\$ 225,000.00			\$ -	\$ 225,000	
Total Annual Premium				\$ 756,675				\$ 786,526
\$ Increase or Decrease				N/A				\$ 29,851
% Increase or Decrease				N/A				3.95%

*Named Storm Deductible: 5% of scheduled Bldg., Pers. Prop., PITO and BI; Applied separately & individually to each Bldg., Pers. Prop and PITO.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Administration

ITEM #4: Police Benevolent Association (PBA) Agreement - Three (3) Year Contract (October 1, 2022 - September 30, 2025)

SUMMARY: The Village and the Police Benevolent Association (PBA) have negotiated a Tentative Agreement (TA'd) for a new three (3) year Agreement beginning October 1, 2022, and expiring on September 30, 2025. Each party shall have the right to reopen Article 41, "Wages" in Year 3 (2024/2025) of the contract to discuss the possibility of implementing a Step Plan. In addition, each party shall have the right to reopen two (2) articles in Year 3 of the contract (2024/2025). The parties must notify each other of their intentions to start negotiations between March 1st and May 30th of the fiscal year in question.

This year, the Village conducted a review of neighboring Police Departments starting salaries for Police Officers. This was completed to determine where the Village stood in the market. The goal is for the Village to be competitive when hiring and retaining police officers. A review of the data confirmed the Village was the lowest in the market. Therefore, the starting pay has been increased from \$52,263.12 to \$60,021, which places the Village in a competitive position. Additionally, an increase to the salaries of all current Police Officers, Lieutenant, and Sergeants will be implemented on October 1, 2022 (the first full pay period) to avoid compression and correct past issues with the pay scale.

The Articles with significant changes from the previous contract are:

- Article 9 - Work Period and Overtime
- Article 15 - Employee Disciplinary Procedures
- Article 21 - Training
- Article 29 - Holidays
- Article 41 - Salary
- Article 43 - Law Enforcement Take-Home Vehicles
- Appendix "C" - Topped Out
- Appendix "D" Salaries

Note: There will be no merit increases for year one (1) of the contract. Evaluations will continue to take place.

PBA members will vote on the proposed contract on Tuesday, September 20th, and Wednesday, September 21st. If the vote passes, the contract will go into effect on October 1, 2022.

The Village Council is requested to approve the proposed (PBA) Collective Bargaining Agreement for three (3) years with an effective date of October 1, 2022 - September 30, 2025.

FISCAL IMPACT:

The impacts related to the proposed salary increases have been included within the approved FY 2023 Budget - General Fund.

ATTACHMENTS:

1. TA'ed Articles PBA

PALM SPRINGS
POLICE OFFICERS'/SERGEANTS

CONTRACTS

BETWEEN THE

VILLAGE OF PALM SPRINGS



AND

THE PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION



OCTOBER 1, 2020₂ THROUGH SEPTEMBER 30, 2025₂

TABLE OF CONTENTS

Article 1	1
Agreement-Preamble	1
Article 2	2
Recognition.....	2
Article 3	3
Non-Discrimination	3
Article 4	4
Gender.....	4
Article 5	5
Appendices and Amendments	5
Article 6	6
Dues Deduction	6
Article 7	7
Bulletin Boards	7
Article 8	8
Work Stoppages	8
Article 9	9
Work Period and Overtime	9
Article 10	11
Grievance and Arbitration Procedure	11
Article 11	14
Management Grievance-Arbitration Procedure	14
Article 12	15
Health and Insurance Benefits	15
Article 13	16
Job Related and Non-Job Related Injury and Illness	16
Article 14	17
Savings Clause	17

Article 15	18
Employee Disciplinary Procedures	18
Article 16	19
Replacement of Personal Property	19
Article 17	20
Management Rights	20
Article 18	23
Association Business	23
Article 19	25
Personnel Records	25
Article 20	26
Voluntary Resignation	26
Article 21	27
Training	27
Article 22	28
Promotional Policies	28
Article 23	29
Educational Incentive	29
Article 24	31
Incentive Pay	31
Article 25	32
Seniority	32
Article 26	34
Bereavement Leave	34
Article 27	35
Leave of Absence with Pay	35
Article 28	36
Leave of Absence without Pay	36
Article 29	37
Holidays	37
Article 30	39

Personal Leave Time.....	39
Article 31	40
Maintenance of Conditions	40
Article 32	41
Change of Status.....	41
Article 33	42
Worker's Compensation	42
Article 34	43
Uniforms and Equipment	43
Article 35	45
Off-Duty Employment	45
Article 36	46
Acting Supervisor.....	46
Article 37	47
Police Officers' Bill of Rights	47
Article 38	48
Court Time.....	48
Article 39	49
Drug Free Workplace.....	49
Article 40	50
Call-In/Recall Pay.....	50
Article 41	51
Salary	51
Article 42	5453
On-Call	5453
Article 43	5554
Law Enforcement Take-Home Vehicles.....	5554
Article 44	5856
Assignment Pay	5856
Article 45	5957
Retirement	5957

Article 46	6058
Fitness.....	6058
Article 47	6159
In-Vehicle Mobile Video, Audio System, and GPS.....	6159
Article 48	6260
Term of Agreement	6260
Village of Palm Springs	6361
ON-CALL PROCEDURE.....	6361
Appendix "A"	6361
Village of Palm Springs	6563
PAY PLAN.....	6563
Appendix "B"	6563
Village of Palm Springs	6866
"TOPPED OUT" MEMBERS.....	6866
Appendix "C"	6866
Village of Palm Springs	6967
SALARIES.....	6967
Appendix "D"	6967

9.9.22
Village / Date

v

9/12/22
PBA / Date

Article 1

Agreement-Preamble

- 1.1 This Agreement is entered into by The Village of Palm Springs, Florida herein after referred to as the "Village" and the Palm Beach County Police Benevolent Association, Inc., herein after referred to as the "Association," to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic, complete and full agreement between the Parties and all other conditions of employment.

11/17/22
Village / Date

1

LLS 9/12/22
PBA / Date

Article 2

Recognition

- 2.1 The Village hereby recognizes the Association as the exclusive bargaining representative as provided in Chapter 447, Florida Statutes, for those employees in the unit certified by the Public Employees Relation Commission in its Certification Number 367 and Certification Number 1754.
- 2.2 The Village shall provide written notice and an opportunity to bargain with respect to the working conditions, rates of pay and other terms and conditions of employment for those employees in the aforesaid certified unit, as required by law to:

John Kazanjian, President
Palm Beach County Police Benevolent Association, Inc.
21-00 N. Florida Mango Road
West Palm Beach, FL 33409

9-7-22
Village / Date

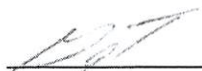
2

9/12/22
PBA / Date

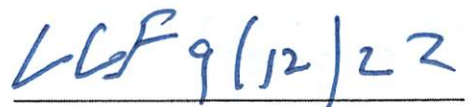
Article 3

Non-Discrimination

- 3.1 The Parties agree that they will not discriminate against any employee because of race, color, sex, national origin, religion, ~~marital status~~, disability, marital status, familial status, veteran or military status, genetic information, sexual orientation, age or because of status as a member in any other group protected by applicable law. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.
- 3.2 The Association and/or its individual Members will not discriminate against or harass any employee who does not choose to become a member of the Association.
- 3.3 There shall be no discrimination, interference, unlawful restraint, or coercion by the Village against any employee for his activity on behalf of, or membership in, the Association.


Village / Date

3


PBA / Date

Article 4

Gender

- 4.1 It is the intent of the Parties that this Agreement shall be gender neutral. If the pronoun "he" or "she" is utilized in this Agreement, such pronoun shall refer to persons of either sex.

Article 5

Appendices and Amendments

- 5.1 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the Parties, and shall thereafter constitute part of this Agreement.

MPT 9-9-22
Village / Date

5

9/12/22
PBA / Date

Article 6

Dues Deduction

- 6.1 The Village agrees to deduct Association Dues from bargaining unit employees' wages on a monthly basis for the term of this Agreement. Association dues are determined by the Association.
- 6.2 The Village shall remit monies so collected to the Association within fourteen (14) days of receipt of the billing from the Association.
- 6.3 The Association shall notify ~~t~~The Village of any change in the amount of dues to be deducted at least thirty (30) days in advance of any such change in the amount of deduction.
- 6.4 Deductions hereunder shall be pursuant to a properly executed dues authorization card.
- 6.5 Any member of the Association may, on thirty (30) days written notice to the Village, require that the Village cease making deductions from his/her wages. The Village shall forward a copy of such written notice to the Association.
- 6.6 The Association agrees to indemnify and hold harmless the Village, its agents, employees, and officials from and against any claims, demands, or causes of action of any nature whatsoever, including reasonable attorney fees, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or ~~under taken~~undertaken under this article.

9-9-22
Village / Date

CLF 9/12/22
PBA / Date

Article 7

Bulletin Boards

- 7.1 The Village shall furnish the Association with space for a Bulletin Board in the hallway by the Department Briefing Room at 230 Cypress Lane, Palm Springs, Florida.
- 7.2. The Association shall use the bulletin board only for the purpose of posting official Association business items. No item shall be placed on the bulletin board without first being reviewed and initialed by the Association President or his designee and the Chief of Police or his designee.
- 7.3 The Association shall not post any item which is disruptive of the Village's operation.

9.7.22
Village / Date

7

LLS 9/12/22
PBA / Date

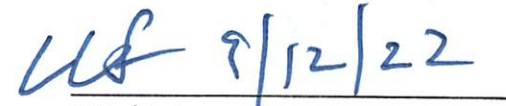
Article 8

Work Stoppages

- 8.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job action or refusal to perform assigned work by the employees covered under this agreement.
- 8.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.
- 8.3 The Parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the Village. Nothing herein shall restrict the Village from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.
- 8.4 The Association recognizes that the Village and the employees, covered hereunder are responsible for and engaged in activities which are the basis of health, safety and welfare of the Village's citizens and that; therefore, any violation of this article would give rise to irreparable damage to the Village and the public at large. For the purpose of this Article, it is agreed that the Association shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article. Accordingly, it is understood and agreed that in the event of any violation of this article, the Association agrees to the issuance of legal and equitable relief against the Association, its officers, and agents, in accordance with applicable laws.


Village / Date

8


PBA / Date

Article 9

Work Period and Overtime

- 9.1 The normal work period for police personnel covered by this Agreement shall be eighty-four (84) hours worked in a fourteen (14) day work period. All hours worked in excess of eighty-four (84) hours in the aforesaid fourteen (14) day work period shall be compensated at the rate of time and one half the employee's regular rate of pay in accordance with the 7 (K) exemption of the Fair Labor Standards Act. At the employee's request the compensation may be credited as compensatory time at the rate of time and one half, but cannot exceed one hundred (100) hours of accumulation. Prior to the end of each Fiscal Year (September 30th) any earned compensatory time in excess of Eighty (80) hours shall be paid to the employee based on the amount of compensatory time accumulated as of the first payroll period in the preceding August. The time can be used as time off only, and will be considered productive time for payroll purposes. Unscheduled personal leave time, defined as leave time taken with less than ~~three~~twenty-four (24) ~~hours~~days' notice, will not be considered productive time or count towards overtime calculations for the pay period during which the unscheduled leave is taken. However, all scheduled and unscheduled leave time will count towards overtime for Palm Beach County School Security Details and in-house department required training. Employees who exceed the maximum accrual of compensatory time shall be paid for the time that exceeds the maximum amount effective upon ratification of this Agreement.
- 9.2 Nothing herein shall restrict the Chief of Police from altering the starting and quitting times and/or the numbers of hours worked on a given work day for any employee covered hereunder; provided, however, that overtime or-compensatory compensation (time and a half) is paid as prescribed in sections 9.1. Starting and quitting times shall not be altered to avoid the payment of overtime or premium rates of pay as provided in this Agreement.
- 9.3 An employee required to be out of Palm Beach County to attend court or for any other purpose as a result of his/her duties as a police officer will be paid at his/her regular rate of pay for each day or partial day required for said purpose.
- 9.4 The Village recognizes that unusual circumstances may require that an employee finds it necessary to request a change of his/her regular scheduled shift. Without obligating the Village to pay overtime, an employee may work for or change shifts with another employee performing similar duties. Such determination of duty compatibility and approval shall rest with the Chief of Police or his designated representative. At least twenty-four hours' ~~three (3) days~~ verbal notice will be required. No reasonable request will be denied.
- 9.5 The assignment to shifts of Police Department personnel covered by this Agreement shall be based upon seniority and certification bidding every six (6)

9-9-22
Village / Date

9/12/22
PBA / Date

months. Bidding for shift assignments effective the first pay periods beginning after October 1 and April 1 shall be done during the first two weeks of September and March, respectively. Shift assignments shall be posted during the third weeks of September and March.

9-9-22
Village / Date

9/12/22
PBA / Date

Article 10

Grievance and Arbitration Procedure

- 10.1 Bargaining unit employees will follow all written and verbal orders given by supervisors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits, nor shall compliance affect the ultimate resolution of the grievance.
- 10.2 A "grievance" is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Association. In either case, the procedure to be followed will be the same. The grievant (whether it be the Association or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Association on behalf of the Association itself or the entire bargaining unit shall be filed with the Chief of Police or his designee at Step 2, within the time period prescribed in Step 1. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or applications of one or more express provisions of this Agreement. The Village need not entertain or process any dispute, claim or complaint or other matter not meeting this definition.
- 10.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Association shall present in writing the grievance to the aggrieved employee's Police Supervisor or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Supervisor or his designee shall forward a copy of the grievance to the Chief of Police. The grievance shall be signed by the employee or the Association and shall state; (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) The specific relief requested. The Supervisor or designee shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Association and the Chief of Police.

STEP 2: Any grievance which cannot be satisfactorily settled with the Police Supervisor or his designee shall then be taken up with the Chief of Police or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Chief of Police or his designee within ten (10) calendar days after the due date for the Supervisor response in Step 1 above. The Chief of Police or his designee shall discuss the grievance with the grievant (whether it be an individual employee or the Association and shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), and Association.

STEP 3: Any grievance, which cannot be satisfactorily settled in Step 2 above, shall then be taken up with the Village Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the Village Manager within ten (10) calendar days after the due date for the Chief of Police's response in Step 2 above. The Village Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Association, and the Chief of Police within ten (10) calendar days after presentation of the grievance at this step.

STEP 4: If the grievant (whether it be the Association or an individual employee) is not satisfied with the Village Manager's decision in Step 3 above, the Association may request arbitration by written notice to the Village Manager within ten (10) calendar days of receipt of the Village Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Association (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

10.4 Within ten (10) calendar days from receipt of such notice of arbitration, the Parties shall request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Association and the Village will alternately eliminate one at a time from said list of names, persons not acceptable, until only one (1) remains and this person will be the arbitrator. The Village and the Association will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin. Either Party may strike one entire panel.

10.5 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the Parties and consider the grievance. The decision of the arbitrator will be served upon the Village and the Association in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30)

9-9-22
Village / Date

12

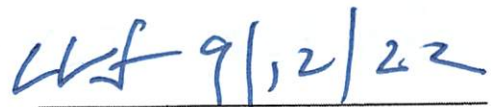
9/12/22
PBA / Date

calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the Parties. Any Party desiring a transcript of the hearing shall bear the cost of such transcript unless both Parties mutually agree to share the cost. Each Party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

- 10.6 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws and the Village Ordinances or resolutions, except to the extent as specifically provided herein.
- 10.7 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The Party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that the action taken by the non-grieving Party violated a specific provision of this Agreement. The arbitrator's decision shall be final and binding; provided, however, that either Party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The Parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving Party proved by clear and convincing evidence that the action taken by the non-grieving Party violated a specific provision of this Agreement.
- 10.8 No decision of an arbitrator or of the Village in any one case shall create a basis for retroactive adjustment in any other cases. All claims and awards for back wages shall be reduced by any unemployment compensation and/or interim earning that the grievant may or might have received during the period involved.
- 10.9 In settlement of any grievance after an arbitration hearing has commenced, resulting in retroactive payment or adjustment, including back wages, such adjustment shall be approved by the Arbitrator.
- 10.10 Nothing in this article shall prevent the Parties from agreeing to jointly submit a grievance to mediation or other alternate dispute resolution method in lieu of arbitration, or prior to requiring arbitration. The time period for arbitration shall be tolled by agreement to mediate and a notice of arbitration may be filed within 10 days of a mediator's written findings of "no agreement."


Village / Date

13


PBA / Date

Article 11

Management Grievance-Arbitration Procedure

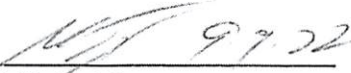
- 11.1 A grievance is defined as a dispute between the Parties, which includes, but is not limited to, the interpretation and application of the terms of this Agreement. The grievance procedure is as follows:

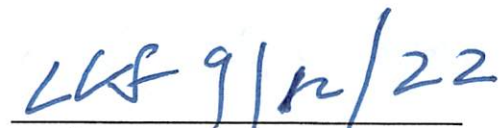
Step 1 - A management representative may present a written grievance to the Association representative within ten (10) working days of the occurrence giving rise to the grievance. The Chief of Police and the Association shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the Chief of Police.

Step 2 - If the grievance has not been satisfactorily resolved at Step 1, the management representative may submit the grievance, in writing, to the Association within ten (10) working days from the date upon which the Association's Step 1 response is due. The written grievance shall explain the basis of the grievance and a proposed remedy. The Association shall render a decision in writing within five (5) working days after it has been presented.

Step 3 - If the grievance is not resolved in Step 2, Management may request a final and binding disposition by filing a written request for arbitration within sixty (60) calendar days of the completion of Step 3. The Village Manager shall have the exclusive right to proceed to arbitration on behalf of the Village.

- 11.2 Failure of either Party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.
- 11.3 The cost of the arbitration shall be divided equally between the Parties.


Village / Date


PBA / Date

Article 12

Health and Insurance Benefits

- 12.1 Health and Insurance Benefits shall be provided to bargaining unit employees in the same manner and under the same policies and procedures including benefit levels and contributions, as are applicable to all other Village employees. Any proposed changes in health and insurance benefits shall be bargained over prior to their implementation. Whenever possible, the Association shall receive notice of not less than forty-five (45) days prior to any proposed changes being made.

9/9/22
Village / Date

15

9/12/22
PBA / Date

Article 13

Job Related and Non-Job Related Injury and Illness

- 13.1 Job related injuries shall be subject to Florida Worker's Compensation Law, Chapter 440, Florida Statutes, Village and Departmental policies, and any amendments thereto.
- 13.2 The Department shall have the right to assign any employee covered hereunder to a less-strenuous assignment due to temporary health or disability conditions. If an employee receives a less-strenuous assignment, he/she shall receive his/her normal benefits and shall accumulate seniority. All assignments to less strenuous positions shall involve the performance of productive work necessary for the efficient and economical operation of the Department and the Village. All decisions the Department makes with respect to injured/disabled employees shall be in conformity with the Americans with Disabilities Act and the Family Medical Leave Act in addition to any currently existing state and local statutes, regulations and ordinances.
- 13.3 Off duty related injuries will be reviewed for less-strenuous assignments when available. The availability will be on a case-by-case basis and must be accompanied by attending physician statement as to limitations.
- 13.4 Employees may be required to take a physical and/or psychological examination, given by a Village authorized physician and/or psychologist, to determine fitness for duty when the Village has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Any fitness for duty examination required by the Village shall be while the employee is "on-duty" and all costs associated with the examination will be borne by the Village.
- 13.5 With respect to any disagreement regarding medical determinations made in fitness for duty certifications, the Village's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral physician and/or psychologist shall be final and binding on all parties. All costs incurred emanating from the examination by the neutral physician and/or psychologist shall be paid entirely by the Village.

Article 14

Savings Clause

- 14.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid or unconstitutional by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Article 15

Employee Disciplinary Procedures

- 15.1 The Parties recognize that the interest of the community and job security of the bargaining unit member depends upon the Village's success in providing proper and efficient services to the community. To this end, the Village and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal government and public safety. The Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.
- 15.2 No bargaining unit employee shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions may be utilized, and depending on the severity of the offense, the first action may be at any level including dismissal.
- A. Verbal Reprimand
 - B. Written Reprimand
 - C. Suspension Without Pay
 - D. Demotion
 - E. Dismissal
- 15.3 It is understood and agreed that while "verbal counselings" may be utilized before progressing to a Verbal Reprimand, such counselings are not disciplinary actions. Verbal or written reprimands may be grieved through the chain of command, but are not subject to the arbitration provisions of this Agreement. The department's Verbal Counseling form shall cease to be used and the Village's Employee Discussion Form shall be the form used to document verbal counselings. Employee Discussion Forms shall be send to the Human Resources Department. Provided no disciplinary action has been taken, Employee Discussion Forms shall be removed from the Member's file and discarded after one (1) year.

Article 16

Replacement of Personal Property

- 16.1 Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Chief of Police, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable physical altercation in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged eyeglasses, sunglasses, contact lenses, or wrist watch must provide the Chief of Police with a detailed report describing the incident from which the damage resulted and the cause of the damage. The employee must also provide the Chief of Police with an estimate of the cost of the repair or replacement of the damaged eyeglasses, sunglasses, contact lenses, or wrist watch.

Reimbursement for damaged eyeglasses, sunglasses, or contact lenses shall not exceed One Hundred Dollars (\$100.00). Reimbursement for damaged wrist watches shall not exceed Fifty Dollars (\$50.00).

Article 17

Management Rights

- 17.1 The Village reserves and retains all rights, power, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.
- 17.2 The Association and the employees covered under this Agreement recognize and agree that the Village has the sole and exclusive rights as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the Village specifically, but not by way of limitation, reserves the sole and exclusive right to:
- A. Direct, supervise and maintain the efficiency of all employees and the operations of the Village;
 - B. Take whatever action may be necessary to carry out the mission and responsibility of the Village in unusual and/or emergency situations;
 - C. Schedule and assign the work to the employees and determine the size and composition of the work force;
 - D. Assign overtime work to employees;
 - E. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
 - F. Hire and rehire and determine the criteria and standards of selection for employment (including minimum qualifications);
 - G. Discharge, demote, suspend or otherwise discipline for cause as set forth in the Departmental General Orders Manual;
 - H. Set procedures and standards to evaluate Village employee's job performance including the formulation and/or amendment of job descriptions;
 - I. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
 - J. Create, expand, reduce, alter, combine, assign, or cease any job;

- K. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the Village, good business judgment makes such curtailment or discontinuance advisable;
 - L. Determine the number, location, and operation of all departments and divisions thereof;
 - M. Contract and/or subcontract any existing or future work for legitimate business reasons;
 - N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned job duties.
- 17.3 The above rights of the Village are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Village in its general capacity as management. Any of the rights, power, and authority that the Village had prior to entering into this collective bargaining Agreement, except as expressly limited or modified by a specific provision of the Agreement, are retained by the Village.
- 17.4 If the Village fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the Village's right to exercise any or all such functions.
- 17.5 If, in the sole discretion of the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended or waived temporarily by the Village Manager during the time of the declared emergency, provided that wage rates and monetary benefits shall not be suspended.
- 17.6 The exercise of the management rights set forth above shall not preclude the Association or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Association or the employee feel that the action taken by the management violated a specific provision of this Agreement.
- 17.7 Nothing contained in this Article shall be construed to waive the Association's right to engage in impact bargaining regarding management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Association and is required by Florida law, the Parties shall meet promptly to attempt to resolve the impact item. If the impact item is not resolved within ten (10) days, either Party shall be free to invoke the impasse resolution procedure under the Public Employees Relation Act. The Parties hereby agree that

all impasse resolution procedures must be concluded within sixty (60) days of the notice of the exercise of the management right which provided the basis for the impact bargaining request. Under no circumstances shall the Association's request unreasonably delay the Village's exercise of any management right.

Article 18

Association Business

- 18.1 Nothing contained herein shall preclude any employee from discussing a problem directly with his immediate Supervisor or any other Department Official without the intervention of the Association provided, however, that such Supervisor or other Department Official is agreeable to having such discussion. Any resolution made by an employee covered here under with his Supervisor shall not set a precedent for the settlement of any other disagreement invoking the same on other employees.
- 18.2 The Village shall recognize the following Association Representative and Alternate Association Representative to represent bargaining unit employees as described in paragraph 18.3 below:

- A. Bargaining Unit- one (1) Representative
- B. Bargaining Unit- one (1) Alternate Representative

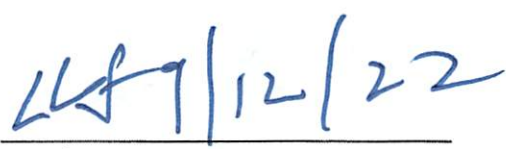
A written list of the Association Representative and the Alternate Representative shall be furnished to the Chief of Police prior to the effective date of the Association Representative and Alternate Representative assuming their duties. Prompt written notification of changes shall be provided to the Chief of Police. No Representative or Alternate Representative will be recognized by the Village unless such written notification was presented prior to such Representative or Alternate Representative assuming his/her duties. All Association Representatives shall be permitted to attend collective bargaining negotiations occurring on-duty, if working.

- 18.3 Association Representative shall be permitted to process formal grievance procedure herein while on duty; provided that this activity does not interfere with the Representative's duties as an employee, the duties of other employees, or any other aspect of the Departmental operation. No more than one (1) Representative or one (1) Alternate Representative shall attend a grievance meeting while on duty.
- 18.4 Under no circumstances shall any Association Representative leave his assigned duties to process a formal grievance under the grievance procedure herein without first obtaining authorization from his/her Supervisor or his/her designee. Such authorization shall not be unreasonably withheld.
- 18.5 The function of the Alternate Representative is to substitute for the Representative in the exercise of the duties set forth in 18.3 above if the Representative is absent or otherwise unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate Representative substitutes for the Representative, he/she shall have the same rights and responsibilities and shall be subject to the same restrictions as the Representative.

- 18.6 The use of Village Equipment for Association Business is subject to the sole approval of the Chief of Police; such as photographs, telephone, pens/pencils, computers, or similar items.
- 18.7 Each member of the Association shall be permitted to donate four (4) hours of compensated time per year to a time pool to be used for Association activities. The use of the time pool shall be administered at the discretion of the Association, and the Chief of Police. All unused hours donated by members will be carried over to the next year.


Village / Date

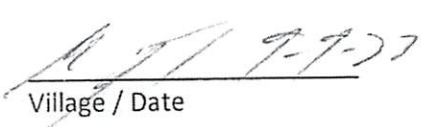
24


PBA / Date

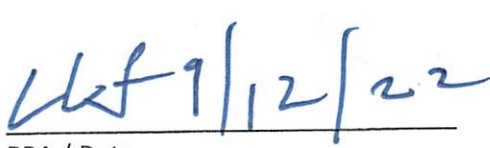
Article 19

Personnel Records

- 19.1 The Village agrees that all personnel files/records shall be kept confidential to the extent provided by law.
- 19.2 A member shall have the right to inspect his or her own official personnel file, and no records contained therein shall be refused the employee for his/her inspection. The employee has the right to have a copy of any and all documentation contained in said file, except that information required by Florida Statutes or applicable law to be deleted from such documentation. The employer shall have the right to be present during said inspections and reproduction of copies.
- 19.3 The Village agrees that a member shall have the right to include in his or her personnel file/record, written refutation (including written statements) of any material he or she considers to be detrimental. All such insertions shall remain a permanent part of the members' official personnel records.


Village / Date

25


PBA / Date

Article 20

Voluntary Resignation

- 20.1 Any member who submits his voluntary resignation shall give not less than two weeks prior notice thereof to the Chief of Police, and shall continue employment during the notice period unless otherwise voluntarily and mutually agreed upon with the Chief of Police. Failure to work during the said notice period without agreement shall result in loss of accrued personal leave termination pay on a day for day basis.
- 20.2 The PBA recognizes the right of the Village to enter into a pre-employment contract with new employees.

Article 21

Training

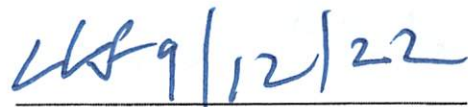
- 21.1 The probationary period for all newly sworn police officers shall begin after the successful completion of the Field Training and Evaluation Program (FTO) and shall be for a period of one (1) year. The probationary period may be extended, but shall not exceed eighteen (18) months. Whenever required, as so determined by the Chief of Police, newly appointed police officers will be afforded training to assist in preparing them for their new roles.
- 21.2 The Parties acknowledge that not all police officers require an expertise in the use of a variety of Public Safety Equipment utilized in the performance of duties and agree that other training may be initiated to provide employees with the back ground to do their job in a competent manner so determined by the Chief of Police, and shall not be denied unreasonably.
- 21.3 Up to forty (40) hours of the employee's mandatory (State required) retraining may be performed while on duty, if other duties permit.
- 21.4 The Village will provide Firearms ammunition for duty and qualification purposes.
- 21.5 Upon written request by the employee, all EMTs and Paramedics shall receive the training necessary to maintain and keep current their state certification. This training shall be provided for by the department at its sole cost and expense.
- 21.6 All mandatory training sessions shall be noticed and scheduled by the Village at least fourteen (14) days in advance.

Article 22

Promotional Policies

- 22.1 The Police Department will announce promotional examinations at least thirty (30) days prior to the testing date, allowing reasonable time for preparation and study for the member.
- 22.2 A bibliography will be furnished of resources that will be used in testing, provide the sources from which the examination is drawn and make such reference material available.
- 22.3 Once a promotional list is established as a result of the competitive test, that promotional list will exist for twelve (12) months or until it is exhausted by promotions, whichever occurs first.
- 22.4 The Village agrees to use only job related promotional exams.
- 22.5 Selection for promotion will be made from the promotion register based on the rule of three. The Chief of Police may select any officer from the top three (3) candidates on the register.
- 22.6 The Village is not obligated to fill a vacant Corporal, Sergeant or Lieutenants position.
- 22.7 Effective upon ratification of this Agreement, all current bargaining unit members in the rank of Corporal will be re-classified to Sergeant with no change in responsibilities, pay, or schedules. Effective upon PERC certification including lieutenants into the bargaining unit, lieutenants will be included in this Agreement. Current Sergeants will be re-classified to Lieutenants with no change in responsibilities, pay, or schedules. The present Corporal position will be eliminated entirely, but could be reinstated at the Village's discretion.
- 22.8 All of the above-mentioned re-classified positions will be compared and evaluated based upon the previous titles. Future salary surveys and evaluations will be based upon the previous titles.


Village / Date


PBA / Date

Article 23

Educational Incentive

- 23.1 Educational Incentive shall be provided to bargaining unit employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.
- 23.2 Reference: Employment Regulations (Sections 24-177, 178)
- 23.3 The plan shall be applicable to any full-time employee of the Village who has been employed by the Village for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.
- 23.4 This plan is applicable only to educational classes offered by a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.
- 23.5 Any employee with regular status, with the approval of the Chief of Police and the Village Manager, may receive leave and/or financial aid to cover a portion of certain educational expenses provided that:
- A) Adequate funds of \$2,500 per person, per fiscal year are available in the budget of the department to which the employee is assigned or available for educational funds allocated for such purposes;
 - B) Completion of such educational classes will improve the employees' job knowledge and increase his/her efficiency;
 - C) In the event the final examination is failed or the educational class is not completed, the employee will reimburse the Village for the total cost of all Village expenses involved in such educational class;
 - D) Upon completion of a course in an approved class, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "C"	50% Reimbursement
Course Grade "B"	75% Reimbursement
Course Grade "A"	100% Reimbursement
 - E) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic

University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.

F) If the employee leaves the employ of the Village within one (1) year after completion of such educational class, the employee will reimburse the Village for all Village funds invested in such educational class. If the employee leaves the Village within one (1) to two (2) years after the completion of such educational class, the employee will reimburse the Village for one-half (1/2) of the Village funds invested for such educational class.

Article 24

Incentive Pay

- 24.1 The Village will participate in the State Incentive Pay Program as long as it is offered. Such compensation will be paid weekly or monthly as part of the regular pay.

11/7 9-9-72
Village / Date

31

LF 9/12/22
PBA / Date

Article 25

Seniority

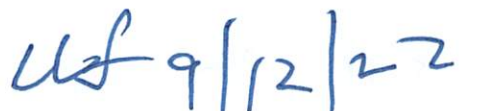
- 25.1 Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in classification, while employed by the Village, which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall accumulate during approved absence due to illness, injury, vacation leave, or military leave. Employees on other authorized leave shall maintain the seniority they had when their leave commenced.
- 25.2 A) If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date the member's employment application was received by the Village.
- B) The corporal position shall be eliminated, but may be reinstated at the Village's discretion. All existing corporals shall be re-classified to the rank of sergeant. Corporals re-classified as sergeants will keep their current seniority in their new rank. Sergeants re-classified as lieutenants will keep their current seniority in their new rank.
- 25.3 Seniority shall govern the following matters:
- A) Whenever feasible, shift assignments shall be based on seniority bidding. The Parties recognize that for reasons of operational necessity, seniority shall not be the only factor involved. If seniority does not govern, the reasons should be provided to the affected employees.
- B) Layoffs shall be made in reverse order of seniority.
- C) Employees shall be called back from layoff, for up to two years, according to seniority.
- 25.4 Personal leave scheduling: Personal leave shall be scheduled by the Chief of Police or his designee, as far as possible, in accordance with the members request, with length of service in rank taking precedence where more than one member requests the same time off, and with due consideration given to the requirement of maintaining the services the department renders. Changes in scheduling of personal leave shall only be made with prior approval of the Chief of Police or his designee.
- 25.5 Lay off: The Chief of Police may initiate the layoff of a member when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons

which are outside the member's control and which do not reflect discredit on the member.

In the event of a lay off for any reason, employees shall be laid off in the reverse order of their seniority in their classification. Any employee who is to be laid off, who has advanced to his present classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to that classification. Employees shall be called back from lay off according to the seniority in the classification from which the employee was laid off within the department. No new employees shall be hired in any classification until all employees on lay off status in that classification have had an opportunity to return to work.

- 25.6 The proposed layoff notice must be delivered to the affected employee at least thirty (30) working days before the effective date of such lay off.
- 25.7 No lay off of a member shall be made as a disciplinary action.
- 25.8 The placement of employees within the Police Department shall be the responsibility of the Chief of Police. When placement is made, the consideration of seniority, merit, qualifications, special skills and the like will be used as far is feasible.


Village / Date


PBA / Date

Article 26

Bereavement Leave

- 26.1 Bereavement leave shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.
- 26.2 For the purposes of computing bereavement leave for police officers, three (3) days off is equivalent to 36 hours worked.
- 26.3 Reference: Employment Regulations (Section 24-252,253,254,254.5)

Article 27

Leave of Absence ~~w~~With Pay

27.1 Leaves of Absence with pay shall be of six (6) kinds:

- A. Personal leave, to which Bargaining Unit Employees may become entitled under the Village Employment regulations Sec. 24-246.10, as amended August 28, 2008.
- B. Leaves with pay for:
 - 1. To take promotional Exam
 - 2. Jury Duty
 - 3. Military Duty
 - 4. Witness Duty
- C. Authorized leave with pay
- D. Bereavement Leave
- E. Voting Time - Time off will be granted only in those circumstances where a member on the day shift has to work beyond the end of the shift.

27.2 In the event the Chief of Police shall direct a bargaining Unit member to attend a conference, seminar, briefing session or other activity as a police officer, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided in Employment Regulation, Sections 24-276, 277, 278, 279, 280, 281, 282, 283. As amended August 28, 2008.

9-9-22
Village / Date

9/12/22
PBA / Date

Article 28

Leave of Absence ~~w~~Without Pay

- 28.1 Leave of Absence without pay shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.
- 28.2 Reference: Employment Regulations (Section 24-265).

Article 29

Holidays

29.1 Holidays shall be provided to Bargaining Unit Employees the same as are applicable to all other Village employees in accordance with Employment Regulations Section 24-246.10- 24-246.16. There are thirteen (13) recognized Village holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday of February
Good Friday	Friday before Easter Sunday
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	4 th Friday of November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

29.2 All bargaining unit employees will receive ten (10) hours of either holiday leave or pay (but may not be split) for each designated holiday.

29.3 Beginning year two of the contract, the Village shall recognize Juneteenth on June 19, for a total of fourteen (14) recognized Village holidays provided below.

<u>New Year's Day</u>	<u>January 1</u>
<u>Martin Luther King Day</u>	<u>3rd Monday in January</u>
<u>Presidents' Day</u>	<u>3rd Monday of February</u>
<u>Good Friday</u>	<u>Friday before Easter Sunday</u>
<u>Memorial Day</u>	<u>Last Monday of May</u>
<u>Juneteenth</u>	<u>June 19</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>1st Monday of September</u>
<u>Veteran's Day</u>	<u>November 11</u>
<u>Thanksgiving Day</u>	<u>4th Thursday of November</u>
<u>Day After Thanksgiving</u>	<u>4th Friday of November</u>
<u>Christmas Eve Day</u>	<u>December 24</u>
<u>Christmas Day</u>	<u>December 25</u>
<u>New Year's Eve Day</u>	<u>December 31</u>

29.43 Employees assigned to temporary administrative positions will follow Village Employee Regulations Manual Section 24-246.10 - 24-246.16.

MS 9-9-22
Village / Date

MS 9/12/22
PBA / Date

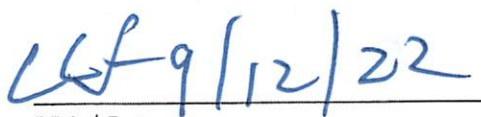
Article 30

Personal Leave Time

- 30.1 All Bargaining Unit Members shall be eligible for inclusion in the Personal Leave Program.
- 30.2 Reference: Employee Regulations (Section 24-246.5, 247, 248, 249, 250, 251)


Village / Date

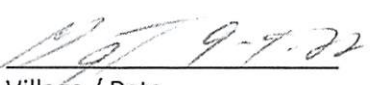
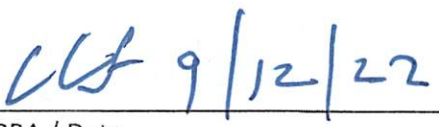
39


PBA / Date

Article 31

Maintenance of Conditions

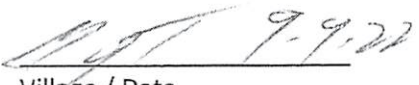
- 31.1 All job benefits in effect at the time of the execution of this Agreement heretofore authorized by the Village Manager or Chief of Police, or Benefits provided by Ordinance or Code of the Village Commission, not specifically provided for or abridge by this Agreement, shall remain in full force and effect for the duration of the Agreement.
- 31.2 The Village and the Association will meet at the request of either Party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement, provided, however, no changes shall be made except when a waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

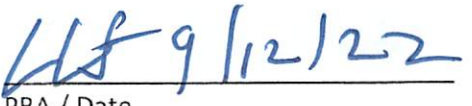

Village / Date
PBA / Date

Article 32

Change of Status

- 32.1 The placement of employees within the Police Department shall be in accordance with Article XVII (Management Rights).
- 32.2 Whenever feasible, employees will be notified at least ten (10) business days in advance of transfer, reassignment or change of shift.
- 32.3 Bargaining Unit Members shall be given first preference in assignment to all new positions the Village may establish for which they have the required certifications, skills, and training.


Village / Date


PBA / Date

Article 33

Worker's Compensation

- 33.1 The Village agrees that all Bargaining Unit Members suffering on-the-job injuries shall be subject and entitled to all provisions of Chapter 440, Florida Statutes, The Worker's Compensation Act.
- 33.2 The Village agrees that a Bargaining Unit Member injured on the job shall be paid a full day's wages based on the unit member's normally assigned shift for the day of the accident if the treating physician advises that the member is incapable of returning to work that day.
- 33.3 The Village and the Association agree that a member's work schedule may be changed to avoid the payment of overtime, with the required one (1) week notice, to accommodate a member who is receiving therapy after returning to work for a previous injury received while on duty.

Article 34

Uniforms and Equipment

- 34.1 The Village shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and agrees to replace unserviceable uniforms as required. Dry fit items worn under the uniforms are included in the clothing allowance.
- 34.2 Any Uniform or related equipment initially supplied by the Village, which is damaged while an officer is acting in the performance of his official duties, shall be replaced by the Village at no cost to the officer, provided the same is not the result of his negligence. Such claim loss must be supported with reasonable proof and shall be subject to the approval of the Chief of Police or his designee.
- 34.3 It shall be the responsibility of each officer to check any vehicle which has been assigned to him or her, to ensure it is in safe operating condition prior to use or operation. All employees are to report any suspected unsafe condition to their immediate Supervisor. The Supervisor will take the appropriate action concerning the vehicle disposition.
- 34.4 The Village agrees to provide a uniform cleaning and clothing allowance for bargaining unit employees as follows:
- \$500.00 per year uniform cleaning/ clothing allowance,
- Bargaining unit members shall be permitted to use up to \$100 of the clothing allowance to purchase upper body garments such as undershirts, dry fit shirts, and sports bras.
- 34.5 The Village agrees to provide a \$125 per year shoe allowance for all bargaining unit employees.
- 34.6 Bargaining unit members assigned to the Criminal Investigations Unit shall be entitled to an additional \$250.00 per year for clothing/cleaning allowance payable only when paid receipts are submitted to the Village for reimbursement.
- 34.7 Receipts for cleaning allowance, clothing allowance, and shoes must be submitted by September 15th of each year. Receipts submitted after September 15th will be deducted against the next fiscal year's allowance.
- 34.8 The Village agrees to provide each officer with a two-way portable radio for use while away from their patrol vehicle.

34.9 Bargaining unit members shall be permitted to carry on-duty back-up firearms authorized by the Village and with regard to which they have qualified as required by the Village.

34.10 Clothing purchases within 30 days of the conclusion of employment will not be reimbursed by the Village.

Article 35

Off-Duty Employment

35.1 Off-duty employment involving Bbargaining Unit Mmembers shall be handled as follows:

No member of the Police Department shall be engaged in any outside or non-Village employment, except upon the written authorization of the Chief of Police.

35.2 In no event shall any such outside or non-Village employment interfere with or be conflict with the proper performance of his/her duty to the Village.

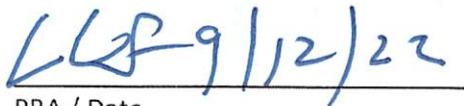
9/9/22
Village / Date

9/12/22
PBA / Date

Article 36

Acting Supervisor

- 36.1 Whenever a bargaining unit member is required to serve as an acting supervisor for one (1) complete shift, he shall be compensated in that capacity at five (5%) percent of his weekly rate of pay for the period.
- 36.2 All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Chief of Police or his designee.


Village / Date
PBA / Date

Article 37

Police Officers' Bill of Rights

- 37.1 The Village shall comply with Sections 112.532 ("Police Officers' Bill of Rights"), 112.533, Florida Statutes, as amended, and with such other rights pertaining to police officers as may be provided by law.
- 37.2 Upon request, and within a reasonable time thereafter, the Village shall provide at no cost to any employee a true and complete copy of any investigation to which he or she is subject, including any and all documents, materials, audio, video, and things which thereafter become part of the subject employee's investigative file and/or otherwise pertain to his or her investigation.

11/7/97
Village / Date

47

11/9/12/22
PBA / Date

Article 38

Court Time

- 38.1 Off duty court time shall be computed in the following manner. The normal witness fee and expenses shall be retained by the employee and an additional two (2) hours of compensation shall be given subject to the provision set forth herein.
- 38.2 An officer, who is required by the Village to be in court while off duty, shall have the option to receive a minimum of two (2) hours pay at one and one-half (1.5) his regular rate of pay or two (2) hours comp time at two (2) times the rate.
- 38.3 For each court appearance in excess of two (2) hours, an officer shall receive compensation for all hours during which his attendance is required.
- 38.4 For the purposes of this Article compensation will be defined as pay or compensatory time.

Article 39

Drug Free Workplace

- 39.1 The Village is committed to providing a safe work environment for its employees. Substance abuse is a national problem which impairs the health and safety of employees, promotes crime and harms our community. The Village is addressing this problem by instituting a DRUG FREE WORK PLACE PROGRAM, in accordance with the FLORIDA DRUG FREE WORKPLACE PROGRAM as provided in Section 440.102, Florida Statutes and Rule 38F-9001, Florida administrative Code.
- 39.2 The Drug free work place program shall be provided to Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.
- 39.3 Reference: Employee Regulations (Section 24-20 thru 31).

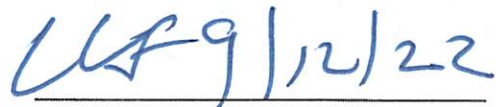
Article 40

Call-In/Recall Pay

- 40.1 Any employee answering a call-in/recall to duty after having left for the day, or called to duty on a regular scheduled day off, shall be guaranteed a minimum of two (2) hours compensation.
- 40.2 Any employee called to duty prior to the start of his assigned shift will receive a minimum of two (2) hours compensation.
- 40.3 These call-in, recall provisions provided for in this Article shall not apply to an officer held over from his assigned tour of duty. The above-mentioned hours will be calculated at the rate of time and one half (1.5) his base rate of compensation.
- 40.4 For the purposes of this Article compensation will be defined as pay or compensatory time.


Village / Date

50


PBA / Date

Article 41

Salary

For Fiscal Year 202219/202320:

41.1 ~~The merit plan will remain in effect~~ All Bargaining Unit Members shall be evaluated, but no merit increases shall be provided in year 1.

41.2 As of October 1, 202219, all new hires with the rank of Police Officer shall receive a starting salary of \$60,021.58. All existing Bargaining Unit ~~M~~members will receive a three percent (3%) Across The Board increase and a market-based salary adjustment of eleven-point-five percent (11.5%) ~~four percent (4%) Across The Board increase~~, payable the first full pay period of fiscal year in 2019/20202022/2023 which begins Wednesday, October 5 through Tuesday, October 11.

~~"Topped out"~~ Only employees identified in Appendix C ("Topped Out") shall be permitted to exceed the maximum of the pay range and shall only receive Across the Board increases. (i.e., at the maximum of their pay scales) base pay will be increased to allow employees who are "topped out" to receive the full Across the Board pay increase to their base pay according to the provisions outlined in this Article.

41.3 Unless "topped out," all Bargaining Unit members who receive the **General Employee Evaluation Form** with a total point score of 28 or more on their most recent annual evaluation will receive a one percent (1%) merit increase to their base rate of pay. All Bargaining Unit Members shall be evaluated, but no merit increases shall be provided in year 1. If a score of 27 or less is received on the **General Employee Evaluation Form**, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. If a score of less than 28 is received, a merit raise will not be received that fiscal year.

All Bargaining Unit Members shall be evaluated, but no merit increases shall be provided in year 1. If a score of less than 36 is received on the **Supervisor Employee Evaluation Form**, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. ~~Those Bargaining Unit Members who receive the Supervisor Evaluation Form with a total point score of 36 or more on their most recent annual evaluation, will receive a one percent (1%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.~~

All bargaining Unit Members who receive the General Employee Evaluation Form with a total point score of 33 or more on their most recent annual evaluation will receive an additional one percent (1%) merit increase to their base rate of pay.

Those Bargaining Unit Members who receive the Supervisor Evaluation Form with a total point score of 45 or more on their most recent annual evaluation, will receive a one percent (1%) merit increase to their base rate of pay.

For Fiscal Year 20230/20244:

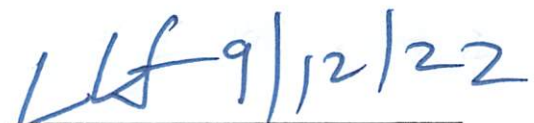
- 41.4 As of October 1, 20230, all Bargaining unit members will receive a three percent (3%) Across the Board increase, payable the first full pay period of fiscal year 20230/20244. The minimum and maximum of the pay range shall be adjusted by the same three percent (3%) Across the Board increase.
- 41.5 Unless "topped out" all Bargaining Unit members who receive a satisfactory evaluation (a score of 28 for general employees; 36 for supervisors) will receive a two percent (2%) merit increase to their base rate of pay. If an unsatisfactory evaluation is received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. Each increase will take effect upon the first full pay period following the anniversary date.
- 41.6 At any time during the term of this Agreement, Village will implement a bi-weekly pay-roll period. The Village will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly pay-roll period.

For Fiscal Year 20244/20252:

- 41.7 As of October 1, 20244, all Bargaining unit members will receive a three percent (3%) Across the Board increase, payable the first full pay period of fiscal year 20244/20252. The minimum and maximum of the pay range shall be adjusted by the same three percent (3%) Across the Board increase.
- 41.8 Unless "topped out" all Bargaining Unit members who receive a satisfactory evaluation (a score of 28 for general employees; 36 for supervisors) will receive a two percent (2%) merit increase to their base rate of pay. If an unsatisfactory evaluation is received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. Each increase will take effect upon the first full pay period following the anniversary date.

- 41.9 At any time during the term of this Agreement, Village will implement a bi-weekly pay-roll period. The Village will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly pay-roll period.
- 41.10 Village Employees will be permitted to "cash out" up to forty (40) hours of paid leave time or compensatory time during the two-week period prior to the implementation of the bi-weekly pay-roll period.


Village / Date


PBA / Date

Article 42

On-Call

- 42.1 All employees shall be subject to being "on-call" and subject to "recall" pursuant to the On-Call Procedure annexed hereto as Appendix "A." Employees while on call will provide a telephone/cell phone number where they can be reached.
- 42.2 Employees on the on-call list shall be compensated in accordance with Article 41 and the department's "on-Call" Procedure Policy.

Article 43

Law Enforcement Take-Home Vehicles

43.1 The Village agrees to a take-home law enforcement vehicle-Pilot program for the duration of this contract and shall include the following parameters:

43.2 To receive a take-home vehicle, the vehicle must be available per the Chief of Police.

43.3 This program is available to all Bargaining Unit Members who have successfully completed the Field Training and Evaluation Program (FTO) and live within the Village Municipal Limits, Palm Beach, Martin, St. Lucie, or Broward counties.

43.4 Bargaining Unit Member who take advantage of the program and live within Village municipal limits and future annexation areas are not responsible for reimbursing the Village.

43.5 Bargaining Unit Members who take advantage of the program and live within Palm Beach County will reimburse the Village \$25 to be paid weekly as a payroll deduction.

43.6 Bargaining Unit Members who take advantage of the program and live within Martin, St. Lucie, or Broward counties will reimburse the Village \$40 to be paid weekly as a payroll deduction.

43.7 The program is not available to any Bargaining Unit Members who live outside of the areas referenced herein.

a) ~~Take-Home Vehicles—within Village municipal limits and future annexation areas~~

43.8 ~~i. —To be assigned a take-home vehicles the law enforcement officer must complete his/her probationary period of employment, and;~~

~~ii. —The law enforcement officer must reside within the Village municipal limits, or within future annexation areas as defined, and;~~

~~iii. —The vehicle must be available, per the Chief of Police, and;~~

~~iv. —The law enforcement officer will not be responsible for reimbursing the Village, and;~~

~~v. —Vehicle usage and maintenance will be in accordance with internal policies and procedures as adopted by the Village.~~

43.9 ~~b) Take-Home Vehicles—Detectives will be assigned unmarked vehicles only and are not be responsible for reimbursing the Village. Assignment~~

~~i. —Unmarked vehicles only, and;~~

~~ii. —Must live in Palm Beach County, and;~~

~~iii. —The law enforcement officer will not be responsible for reimbursing the Village, and;~~

~~iv. —Vehicle usage and maintenance will be in accordance with internal policies and procedures as adopted by the Village.~~

~~43.10 e) This PILOT program would only be available to the following Bargaining Unit Members who have one (1) year of service and live outside of Village Municipal Limits or the future annexation areas:~~

~~i. Lieutenants, Sergeants and Officers who live within Palm Beach County will reimburse the Village \$65 per month.~~

~~ii. The three (3) employees who live outside of Palm Beach County as of November 1, 2019 (in Martin, St. Lucie, or Broward County) will be grandfathered into this program and will reimburse the Village \$75 per month. If any of these 3 employees move into Palm Beach County, then said employee(s) will lose their grandfather status. They will then reimburse the Village \$65 per month. No other employees who live outside Palm Beach County will be eligible for this program.~~

~~iii. Officers Members are would only be permitted to use vehicles for approved work related work-related duties (i.e., court, special details, etc.)~~

~~43.11 iv. Any Employee Member who uses a take home vehicle for non-approved work related work-related duties (such as for personal use or non-authorized transport) will forfeit their use of a take home vehicle for one year and may be subject to disciplinary action.~~

~~43.12 v. Officers Members are required to complete maintenance (i.e., preventative, repairs, etc.,) and clean vehicles on their off-duty time~~

~~43.13 vi. Village usage and maintenance will be in accordance with internal policies and procedures as adopted by the Village.~~

~~43.142 The Village reserves the right to annually evaluate the current geographical boundaries of the take-home vehicle program and may change these boundaries based on need, availability of vehicles, and if within Village budget. All take home vehicles must be parked at the employee's residence.~~

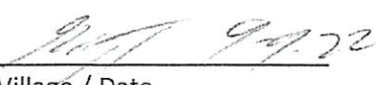
~~43.153 Take Home Vehicle At Fault Crash Policy~~

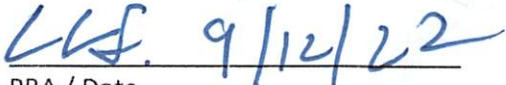
~~A) For at fault accidents: The Chief of Police will review the crash report and all other relevant information and may impose progressive discipline in accordance with Article 15, in addition to loss of the take home vehicle.~~

~~B) The Chief of Police will consider mitigating and aggravating factors before making a decision as to the appropriate discipline or loss of vehicle. The Chief will consider whether any injuries were sustained, the severity of damage, whether any laws were violated, or any other relevant factors.~~

~~C) For at fault crashes occurring within a 24 month time period, the following may be imposed:~~

Minor Accidents: No injuries, Minor Damage (\$1,500 or less as determined by the insurance company)	Major Accidents: Injury to any party, Major Damage (more than \$1,500 as determined by the insurance company)
---	---


Village / Date


PBA / Date

1 st accident: No loss of vehicle	1 st accident: Loss of vehicle up to 120 days
2 nd accident: Loss of vehicle up to 30 days	2 nd accident: Loss of vehicle up to 210 days
3 rd accident: Loss of vehicle up to 90 days	

D) No action will be taken by the Village for accidents in which the officer is found to be not at fault.

AST 9-9-22
Village / Date

57

LLF 9/12/22
PBA / Date

Article 44

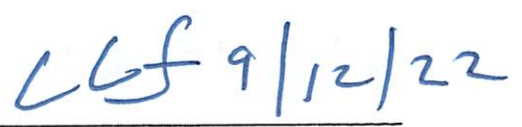
Assignment Pay

- 44.1 Any Bargaining Unit Member assigned as a Field Training Officer, by the Chief of Police or designee shall receive three (3) hours of FTO compensatory time for each twelve (12) hours of supervised training.
- 44.2 Bargaining Unit Members assigned to the Criminal Investigations Unit, Community Policing, Training, or designated primary duties pertaining to traffic, shall receive \$75 per month while so assigned.
- 44.3 Bargaining Unit Members demonstrably fluent in Spanish or Creole shall receive compensation for authorized translation services provided off duty shall receive a minimum two (2) hours pay at one and one half (1.5) their regular rate of pay.

Article 45

Retirement

- 45.1 Upon retirement with at least fifteen years of honorable service to the Village of Palm Springs, an employee shall receive a retirement photographic identification card and if feasible, the opportunity to purchase his/her duty firearm through a licensed firearm dealer at no cost to the Village, with all costs to be borne by the employee.
- 45.2 Bargaining unit members must request benefits under this Article prior to their retirement from the Village.


Village / Date
PBA / Date

Article 46

Fitness

- 46.1 Recognizing that physical fitness is an important job requirement for police officers, the Village will permit bargaining unit members to exercise on-duty during their one (1) hour lunch break.

PST 9/4/22
Village / Date

U 9/12/22
PBA / Date

Article 47

In-Vehicle Mobile Video, Audio System, and GPS

- 47.1 The Village's utilization of video and audio recordings from in-vehicle mobile video systems, in internal investigations which involved only non-criminal policy violations of PBA bargaining unit members, shall be governed as follows:

Any and all such recordings shall be provided to the bargaining unit member who is the subject of an investigation prior to the investigative interview of the bargaining unit member.

- 47.2 The Village's utilization of data from electronic positioning systems in internal investigations which involve only non-criminal policy violations of PBA bargaining unit members, shall be governed as follows:

Any and all such data shall be provided to the bargaining unit member who is the subject of an investigation prior to the investigative interview of the bargaining unit member if the Village is considering such data in the course of its investigation.

- 47.3 In the event that an officer-involved shooting or critical incident is captured on the Village's in-car video camera or any other department audio or video devices in the possession or control of the Village, the Village shall permit the officer involved to review any such audio/video with the officer's attorney(s) once prior to any voluntary or compelled statement.

PBA / Date

Bev Smith Mayor	John Kazanjian PBA President
--------------------	---------------------------------

Village of Palm Springs

ON-CALL PROCEDURE

Appendix "A"

Purpose: To define and establish an "on-call" procedure.

Policy: To utilize an on-call rotation list with a paging system to cover unexpected and/or staffing emergencies.

Procedure:

1. Rotation List

- a) List will be comprised of all personnel eligible for overtime assignments designated by Chief of Police or designee.
- b) The list will be updated from time to time and will correspond with shift-bid results bi-annually.

2. On-Call Scheduling

- a) Employees assigned to evening shift will be assigned to that shift call-out only.
- b) Employees assigned to day shift will be assigned to that shift callout only.
- c) Employees will be on call for two (2) week periods and responsible for responding to call-in page during that period.
- d) Employees will rotate call-out with members of their respective teams.
- e) Employees while on call will notify the patrol supervisor of any conflicts.
- f) Employees wanting a work exchange shall have prior approval of a patrol supervisor.
- g) Scheduling conflicts shall be remedied as soon as possible.

3. On-Call Readiness

ASST 9-7-22
Village / Date

LLP 9/12/22
PBA / Date

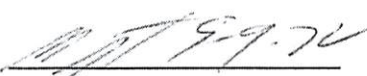
- a) On-call employees must be prepared to respond within two (2) hours of returning the call-in page.
- b) Travel is not restricted as long as response can be made in above time frame.
- c) Activities are not restricted with the exception of activities which would prohibit employees' ability to work, or activities which would prohibit employees from responding within the above time frames.

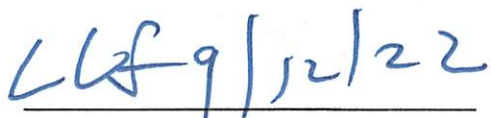
4. Compensation

Employees on the on-call rotation will be compensated at 5% of weekly pay in addition as provided in Article 40 "All Call-Recall Pay" schedule.

5. Discipline

Failure to answer a call-in page or respond after being notified will result in disciplinary action up to and including dismissal.


Village / Date


PBA / Date

Village of Palm Springs

PAY PLAN

Appendix "B"

Section 1 Resolution

A resolution establishing the classification and pay plan for the Village of Palm Springs.

Section 2 Schedule of Pay Grades ~~and Pay Steps~~

The schedule of pay grades indicates all pay ranges utilized in assigning rates of pay to the various classes, ~~and the salary step within each range.~~

Section 3 Salary Schedule Assigning Pay Grades to Classes of Positions

The salary schedule lists all classes of positions which are utilized by the Village of Palm Springs. The code number assigned to each class and the pay range, indicating the minimum and the maximum salary, to which each class is assigned.

Section 4 Rules for Implementation and Administration of Classification and Pay Plan

- 4.1 The pay plan recommended by the Village Manager shall become effective as of the date approved by the Village Council
- 4.2 Administration of the Pay Plan - The Village Manager shall be responsible for administering the pay plan on a fair equitable basis. The plan will be subject to collective bargaining agreements and budgetary consideration.
- 4.3 Amendment to the Pay Plan - Amendments to the pay plan as approved in this section shall become effective at the beginning of the first full pay period following recommendation by the Village Manager and adoption by the Village Council unless otherwise specified.
- 4.4 Salary Adjustment - When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, ~~employees in the class may be placed at that step in the new pay grade which is equivalent to the salary received in the previous pay grade. Employees whose salary is less than the minimum step pay rate of the new pay grade shall be raised to the minimum step of the pay range.~~ Employees whose salary exceeds the maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for cost of living pay adjustments granted by the Village Council.

- 4.5 Reclassification - When a position is moved from an existing classification to a classification in a lower pay range, the salary of the incumbent shall be adjusted under section 4.3 of the Pay Plan Rules. When a position is moved from an existing classification to a classification in a higher pay range, the salary of the incumbent shall be adjusted under section 4.6 of the Pay Plan Rules.
- 4.6 Original Appointments - a.) Original appointments to the Village service shall normally be made at the minimum ~~step~~ of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum of the pay range, the ~~Department Director~~Village Manager may ~~authorize step 2 of appropriate pay range~~. b.) ~~Steps higher than step 2 must be approved by the Village Manager~~reestablish the employee's pay at a rate higher than the minimum of the range, but not to exceed the maximum of the range.
- 4.7 Promotional Appointments - a.) Promotional appointments shall be made at not less than four (4%) percent above the amount received by the employee at the time of promotion provided that the salary granted shall not be below the minimum or above the maximum of the range to which the classification is assigned. b.) Recommendations for promotional appointments will be made by Department Directors. All promotional appointments shall be approved by the Village Manager.
- 4.8 Transfer - Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held, and which has a pay range other than that currently held, shall be considered promotion or demotion and the previous governing promotions or demotions shall apply.
- 4.9 Demotion - a.) Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification, ~~at the step nearest to the salary amount received in the previously held position~~. b.) Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification based upon job qualifications, i.e., education, training and experience.
- 4.10 Administrative Salary Increase - Outstanding Performance: The Village Manager may, upon recommendation of a Department Director, grant an administrative pay increase ~~of one (1) step~~ to an employee for performance considered by the Department Director and Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of his/her range.

Section 5 Pay Plan Implementation

- a.) The pay ~~-(step)-~~ plan will commence with the first full pay period in the fiscal year.
- b.) ~~Employee~~ Member increases occur annually upon anniversary (hire) date.
- c.) ~~TEmployees~~ to be eligible for a merit-step increase, employees must have a satisfactory job performance based on an employee evaluation by Department Director or designee.
- d.) Members promoted after October 1, 2021, will have an anniversary date that coincides with their original hire date. ~~Employees promoted will have a new anniversary date that coincides with promotion date.~~
- e.) Members promoted prior to October 1, 2021, will retain their current anniversary date regardless of future promotions. ~~Employees currently working will be placed in the range that corresponds with the closest step.~~
- f.) Under no circumstances will a reduction in pay occur as a result of integration into the plan.


Village / Date
PBA / Date

Village of Palm Springs"TOPPED OUT" MEMBERSAppendix "C"

A "Topped Out" Member is a Member whose pay rate is above the maximum of the pay range assigned to the applicable pay grade. Employees who are topped out are not eligible for additional pay increases unless and until the range maximums are increased above the applicable pay rate or the employee transfers to a job with a higher pay range.

Although identified as Topped Out Members, the following Members shall receive the same Across the Board increases as provided to all other Bargaining Unit Members. These Topped Out Members shall not receive merit increases. Members not identified on the list below whose pay rate exceeds the maximum of the pay range after the adjustments to the pay ranges provided in Article 41, shall not receive Across the Board or Merit increases.

<u>Member Name</u>	<u>Rank</u>
<u>Michele Vazquez</u>	<u>LT</u>
<u>Louis Collura</u>	<u>LT</u>
<u>Christopher Fusaro</u>	<u>SGT</u>
<u>Gregory Croucher</u>	<u>SGT</u>
<u>Jan Hansen</u>	<u>PSO</u>
<u>Frank Milow</u>	<u>PSO</u>
<u>Frank Castro</u>	<u>PSO</u>
<u>Douglas Rua</u>	<u>PSO</u>
<u>Sean Grant</u>	<u>PSO</u>
<u>Antonio Perez</u>	<u>PSO</u>
<u>John Gee</u>	<u>PSO</u>
<u>Claudio Ferrer</u>	<u>PSO</u>
<u>Ryan McCluskey</u>	<u>PSO</u>
<u>Tommaso Avella</u>	<u>PSO</u>
<u>Robert Hite</u>	<u>PSO</u>

Village of Palm SpringsSALARIESAppendix "D"

The salary ranges effective October 1, 2022, for each Bargaining Unit Position will be as follows:

<u>Position Title</u>	<u>Minimum</u>	<u>Maximum</u>
<u>PSO</u>	<u>\$27.48</u>	<u>\$45.77</u>
<u>PSO</u>	<u>\$60,021.58</u>	<u>\$99,952.36</u>
<u>SGT</u>	<u>\$32.15</u>	<u>\$51.46</u>
<u>SGT</u>	<u>\$70,204.93</u>	<u>\$112,414.03</u>
<u>LT</u>	<u>\$37.60</u>	<u>\$57.88</u>
<u>LT</u>	<u>\$82,118.95</u>	<u>\$126,414.03</u>

Thereafter, Bargaining Unit Members shall receive Across the Board increases as outlined in Article 41.

7-9-22
Village / Date

UK. 9/12/22
PBA / Date



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #5: Approve Property Improvement Program (PIP) Matching Grant Awards - 42 Springdale Circle, 654 Springdale Circle, 271 Springdale Circle, 1640 Lone Pine Way, 205 Rex Court, and 449 San Fernando Drive

SUMMARY: The Village's Property Improvement Program (PIP) Committee is recommending approval of grant awards for six (6) 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: Josette Metro
- Address: 42 Springdale Circle
- Project: Replace mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$9,584.76
- Matching Grant Award: \$4,792.38

- Owner/Resident: Patricia Ramirez
- Address: 654 Springdale Circle
- Project: Replace mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$8,500.00
- Matching Grant Award: \$4,250.00

- Owner/Resident: Treniace Smith
- Address: 271 Springdale Circle
- Project: Replaced mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$7,990.26
- Matching Grant Award: \$3,995.13

- Owner/Resident: Benjamin Padilla Napoles
- Address: 1640 Lone Pine Way
- Project: Replaced driveway with concrete
- Eligible (Project) Cost(s): \$6,660.00

- Matching Grant Award: \$3,330.00

- Owner/Resident: John Muehlebach
- Address: 205 Rex Court
- Project: Replaced six windows with insulated impact windows
- Eligible (Project) Cost(s): \$13,323.25
- Matching Grant Award: \$5,000.00

- Owner/Resident: Sandra M. Perez
- Address: 449 San Fernando Drive
- Project: Replaced mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$8,900.00
- Matching Grant Award: \$4,450.00

The PIP Selection Committee met on October 29, 2021, February 4, 2022, and May 17, 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.

ATTACHMENTS:

1. Property Improvement Grant Agreement - 42 Springdale Circle
2. 42 Springdale Circle - Before & After
3. Property Improvement Grant Agreement - 654 Springdale Circle
4. 654 Springdale Circle - Before & After
5. Property Improvement Grant Agreement - 271 Springdale Circle
6. 271 Springdale Circle - Before & After
7. Property Improvement Grant Agreement - 1640 Lone Pine Way
8. 1640 Lone Pine Way - Before & After
9. Property Improvement Grant Agreement - 205 Rex Court
10. 205 Rex Court - Before & After
11. Property Improvement Grant Agreement - 449 San Fernando Drive
12. 449 San Fernando Drive - Before & After



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 17th day of May, 2022, by and between the VILLAGE OF PALM SPRINGS and Josette Metro (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 42 Springdale Circle; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the existing mansard roof with new Davinci Bellaforte Shakes or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$4,792.38**. **In no event shall the Village's reimbursement costs exceed \$5,000.00.**
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY:

Print Name:

Lorinna M. Feto
LORINNA M. FETO

VILLAGE OF PALM SPRINGS

BY:

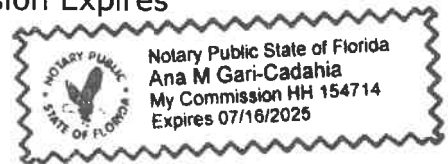
Kim Glas-Castro
Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of JUNE, 2022 by Lorinna Aimee Feto who is personally know to me, or who has produced FIDC as identification.

Notary Public

My Commission Expires





BEFORE



AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 29th day of October, 2021, by and between the VILLAGE OF PALM SPRINGS and Patricia G Ramirez (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 654 Springdale Circle; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the mansard roof with Davinci Bellaforte synthetic shakes or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$4,250.00**. **In no event shall the Village's reimbursement costs exceed \$5,000.00.**
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: Patricia G Ramirez
Print Name: Patricia G Ramirez

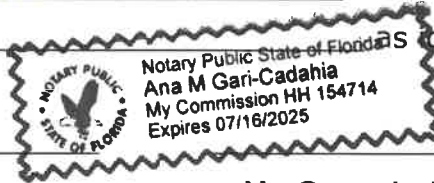
VILLAGE OF PALM SPRINGS

BY: [Signature]
Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of November, 2021 by Patricia G Ramirez who is personally know to me, or who has produced FDL identification.

[Signature]
Notary Public



My Commission Expires



BEFORE



AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 17th day of May, 2022, by and between the VILLAGE OF PALM SPRINGS and Treniace Smith (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 271 Springdale Circle; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the existing mansard roof or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$3,995.13**. In no event shall the Village's reimbursement costs exceed **\$5,000.00**.
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY:

Print Name:

Treniace Smith
TRENIACE SMITH

VILLAGE OF PALM SPRINGS

BY:

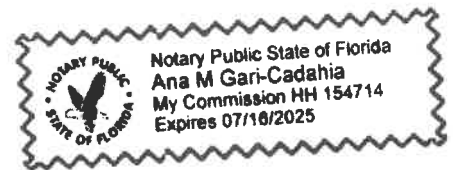
Kim Glas-Castro
Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of JUNE, 2022 by Treniace B. Smith who is personally know to me, or who has produced FLDL as identification.

[Signature]
Notary Public

07/16/2025
My Commission Expires





BEFORE



AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 16th day of March, 2022, by and between the VILLAGE OF PALM SPRINGS and Benjamin Napoles (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 1640 Lone Pine Way; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the existing driveway and replace with new or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$3,330.00**. **In no event shall the Village's reimbursement costs exceed \$5,000.00.**
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: Benjamin Napoles

Print Name: BENJAMIN NAPOLES

VILLAGE OF PALM SPRINGS

BY: Kim Glas-Castro

Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of April, 2022 by Benjamin Napoles who is personally know to me, or who has produced FL DL as identification.

Laura Buzzetta
Notary Public





BEFORE



AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 17th day of May, 2022, by and between the VILLAGE OF PALM SPRINGS and John Muehlebach (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 205 Rex Court; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the existing windows with impact windows or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$5,000.00**. In no event shall the Village's reimbursement costs exceed \$5,000.00.
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: [Signature]

Print Name: John Muehlebach

VILLAGE OF PALM SPRINGS

BY: [Signature]

Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 2022 by John Muehlebach who is personally know to me, or who has produced _____ as identification.

[Signature]
Notary Public



3/29/25.
Commission Expires



BEFORE



AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 17th day of May, 2022, by and between the VILLAGE OF PALM SPRINGS and Sandra M Perez (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 449 San Fernando Drive; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the existing driveway or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$4,450.00**. In no event shall the Village's reimbursement costs exceed **\$5,000.00**.
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: [Signature]

Print Name: Sandra Perez

VILLAGE OF PALM SPRINGS

BY: [Signature]

Kim Glas-Castro, Assistant Village Manager

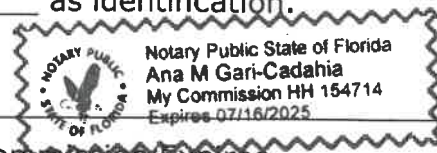
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of June, 2022 by Sandra Maria Perez Lopez-Quintana who is personally know to me, or who has produced FLDL as identification.

[Signature]
Notary Public

[Signature]
My Commission Expires





BEFORE



AFTER



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Administration

ITEM #6: Resolution No. 2022-42 - Approve Amendment No. 1 to Locally Funded Agreement (LFA) (Task Order No. 297 and 298) - Lake Worth Road Median Enhancements and Stormwater Improvements - Florida Department of Transportation

SUMMARY: Village staff has continued to work with the Florida Department of Transportation (FDOT) on the finalization of the construction plans for the Resurfacing, Restoration, and Rehabilitation (3R or RRR) for the Lake Worth Road corridor. The RRR project includes two Village projects: 1) colored, stamped concrete medians within the Village (CRA) limits and 2) stormwater capacity improvements that provide outfall to the Davis Road/2nd Avenue North basins.

Based on FDOT cost estimates and under the Locally Funded Agreement (LFA) between the Village and FDOT, the Village advanced \$31,173.98 in September 2021 for the median enhancements and \$131,556.43 in October 2021 for stormwater improvements included in the RRR project.

In May 2022, FDOT received bids for the construction of the RRR project. Due to the escalation of construction costs that have occurred over the past year, the project bid came in higher than the original estimates. The Village's share of the cost increase for the stormwater improvements is **\$126,692**.

The cost for the median enhancements did not change from the original estimate.

As a result, FDOT is requesting approval of Amendment No. 1 to the LFA, which recognizes the increase in total project cost and the Village's share of its stormwater improvements.

The FDOT's RRR project is expected to commence in September 2022 and is planned to be completed within 18-24 months.

FISCAL IMPACT:

Funding to support the increased construction costs is proposed to come from the Federal American Rescue Plan (ARP) monies for which infrastructure projects, such as stormwater improvements, are eligible to use.

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. Resolution No. 2022-42 - Amendment No. 1 to the Local Funding Agreement (LFA)
2. Exhibit "A" - Amendment No. 1 to Local Funding Agreement (LFA)
3. Executed Locally Funded Agreement (LFA) dated December 29, 2021
4. Fiscal Impact Chart for Local Funding Agreement

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE LOCALLY FUNDED AGREEMENT (LFA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR LAKE WORTH ROAD MEDIAN ENHANCEMENTS AND STORMWATER IMPROVEMENTS, AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) and Village entered into a Locally Funded Agreement (LFA) (approved by Village Council Resolution No. 2021-22) regarding funding of proposed median and stormwater improvements by the Village on FDOT's plans for Resurfacing, Restoration and Rehabilitation (3R or RRR) of the Lake Worth Road corridor between Raulerson Drive (west of Military Trail - City of Greenacres) to the entrance for Palm Beach State College (east of Congress Avenue); and

WHEREAS, the FDOT has bid the construction project and realized increased costs; and

WHEREAS, the Village is responsible for a portion of the increased costs associated with stormwater improvements within the Lake Worth Road RRR project; and

WHEREAS, the purpose of this Resolution is to authorize the mayor to execute on behalf of the Village Amendment #1 to the LFA attached to this Resolution.

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

Section 1. The recitations set forth above are true, accurate and correct and are incorporated herein.

Section 2. The Mayor is authorized to execute the State of Florida Department of Transportation (FDOT) Amendment #1 to Locally Funded Agreement attached to this Resolution and made a part hereof.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon its adoption.

Resolution No. 2022-_____ Amendment #1 to LFA – LW Rd Stormwater

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
VILLAGE OF PALM SPRINGS
LOCALLY FUNDED AGREEMENT
AMENDMENT NUMBER ONE

THIS Amendment made and entered into this day _____, 2022 by and between the State of Florida Department of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and Village of Palm Springs, 226 Cypress Lane, Palm Springs, Florida 33461, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, on December 29, 2021, the parties entered into a Locally Funded Agreement, hereinafter referred to as the Agreement, wherein the PARTICIPANT agreed to provide the DEPARTMENT financial assistance in connection with Financial Management (FM) 441632-1-52-05 for Drainage Improvements (upsizing pipes) and construction of color concrete at traffic separator and curb & gutter in the Village of Palm Springs, Palm Beach County, Florida, hereinafter referred to as the Project.

WHEREAS, The PARTICIPANT has provided the DEPARTMENT with funding for the Project. The payment was received on September 4, 2021, and October 25, 2021, in the amounts of THIRTY-ONE THOUSAND ONE HUNDRED SEVENTY-THREE DOLLARS AND NINETY-EIGHT CENTS (\$31,173.98) AND ONE HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED FIFTY SIXTY DOLLARS AND FORTY-THREE CENTS (\$131,556.43), respectively, and has been applied to Project FM Numbers 441632-1-52-05; and

WHEREAS the purpose of this Amendment is to increase the total funding for the Project and thereby the PARTICIPANT's financial contribution; and

WHEREAS the parties hereto mutually agree that this Amendment is in their best interest.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree to amend that certain Agreement as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 5 & 5A of the Agreement is hereby amended to read as follows:

The total cost for the Department's work and the Project is THIRTEEN MILLION EIGHT HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS AND NO CENTS (\$13,894,963.00). The PARTICIPANT'S cost for the Project is estimated at TWO HUNDRED

EIGHTY-NINE THOUSAND FOUR HUNDRED TWENTY-TWO DOLLARS AND NO CENTS (\$289,422.00) which that shall be paid to the DEPARTMENT.

The PARTICIPANT agrees that it will, within fourteen (14) days of the execution of this Amendment, furnish the DEPARTMENT with a check in the amount of ONE HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED NINETY-TWO DOLLARS AND ZERO CENTS (\$126,692.00) for the remaining funding required for the construction of Drainage Improvements (upsizing pipes) and construction of color concrete at traffic separator and curb & gutter.

In the event payment is not received by the DEPARTMENT within fourteen (14) days of execution of this Amendment, the DEPARTMENT reserves the right to remove the construction of Drainage Improvements (upsizing pipes) and construction of color concrete at traffic separator and curb & gutter from the Department's work.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 441632-1-52-05. The DEPARTMENT shall utilize this amount towards costs of Project No. 441632-1-52-05.

Payment shall be mailed to:

Florida Department of Transportation
Office of Comptroller
General Accounting Office, LFA Section
Suwannee Street, MS 42B
Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT – K 11-78, Financial project #441632-1-52-05

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, contact Tia Parnell at 850-414-4886. In addition to calling Ms. Parnell, send an email notification to Leos Kennedy at leos.kennedy@dot.state.fl.us stating the day and time the wire transfer was sent.

Provisions 5B, 5C, 5E, 5F, & 5G shall remain in full force and effect.

All provisions, covenants, terms, and conditions of the Agreement entered on December 29, 2021, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by this Amendment.

The remainder of this page is intentionally blank

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Village of Palm Spring's Resolution Number _____, hereto attached.

VILLAGE OF PALM SPRINGS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

FDOT LEGAL REVIEW:

PARTICIPANT'S CLERK (SEAL)

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM:

APPROVED:

BY: _____
PARTICIPANT'S ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

December 29, 2021

Ms. Kimberly K. Glas-Castro
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

RE: Locally Funded Agreement (LFA)
FM Number: 441632-1-52-05
Description: Drainage Improvements (upsizing pipes) and construction of color concrete at traffic separator and curb & gutter during the DEPARTMENT's milling and resurfacing work along SR802/Lake Worth Road from Raulerson Drive to Palm Beach State College Entrance in Palm Beach County

Dear Ms. Glas-Castro:

Enclosed please find pdf file of a fully executed Locally Funded Agreement for the project referenced above. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,



Leos A. Kennedy, Jr.
Program Management Unit

Enclosure: LF Agreement
Copy: Jamie Polidora - FDOT Project Manager
Mark Madgar – Work Program Manager
LFA Section
File

FM No: 441632-1-52-05
FEID No: VF-596-020-405

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this 29th day of December 2021, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Village of Palm Springs located at 226 Cypress Lane, Palm Springs, FL 33461 hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the PARTICIPANT is providing the DEPARTMENT with financial assistance for certain improvements in connection with the DEPARTMENT's milling and resurfacing work along SR802/Lake Worth Road from Raulerson Drive to Palm Beach State College Entrance in Palm Beach County, Florida. (Financial Management (FM) Number 441632-1-52-01/02/03, Funded in Fiscal Year 2021/2022); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: Drainage improvements (upsizing pipes) and construction of color concrete at traffic separator and curb and gutter (Financial Management (FM) Number 441632-1-52-05, Funded in Fiscal Year 2021/2022) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. 2021- 22 dated the 29th day of July 2021, a copy of which is attached hereto and made a part hereof, authorizes the Mayor of the PARTICIPANT or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT's input in its decisions.

5. The total cost of the Department's milling and resurfacing work and the Project is estimated to be SIX MILLION FIVE HUNDRED ONE THOUSAND THREE HUNDRED SIXTEEN DOLLARS AND NO CENTS (\$6,501,316.00). The PARTICIPANT's share of the Project is an estimated amount of ONE HUNDRED SIXTY TWO THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND NO CENTS (\$162,730.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided, the difference will be refunded to the PARTICIPANT. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- (A) The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of ONE HUNDRED SIXTY TWO THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND NO CENTS (\$162,730.00), towards the Project costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 441632-1-52-05. The DEPARTMENT shall utilize this amount towards costs of Project No. 441632-1-52-05.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit - Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 441632-1-52-05.

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886. In addition to calling Mr. Ward, please send an email notification to Leos Kennedy at leos.kennedy@dot.state.fl.us stating the day and time the wire transfer was sent.

- (B) If the Project costs are in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.
- (C) If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's payment for the accepted bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.
- (D) Should Project modifications occur that increase the PARTICIPANT's payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.
- (E) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the contractor, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- (F) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- (G) Upon receipt of payment, from the PARTICIPANT to the DEPARTMENT, the DEPARTMENT will then forward the PARTICIPANT's payment to the Department of Financial Services, Division of Treasury for deposit as provided in the Three Party Escrow Agreement (3PEA) between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.
6. Upon completion of the Project, the PARTICIPANT will comply with the provisions set forth in the District Four Maintenance Memorandum of Agreement (MMOA) which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of the **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
8. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 441632-1-52-05) is completed as evidenced by the written acceptance of the DEPARTMENT.
10. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
11. The PARTICIPANT / Vendor/ Contractor:
- (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the contract; and
- (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Scott Thurman, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Attn: Kimberly K. Glas-Castro
With a copy to: Village Attorney

The remainder of this page is blank.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Village of Palm Spring's Resolution Number 2021-22, hereto attached.

VILLAGE OF PALM SPRINGS

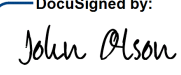
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 

NAME: Beverly Smith

TITLE: Mayor

DocuSigned by:



D38BA46842F840E...

BY: _____

NAME: STEVEN C. BRAUN, P.E.

DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

FDOT LEGAL REVIEW:

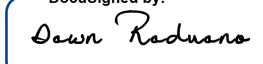

VILLAGE CLERK

(SEAL)



BY: _____

DocuSigned by:



GAA57910ADF54DE...

OFFICE OF THE GENERAL COUNSEL

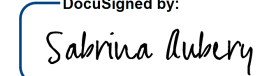
APPROVED AS TO FORM:

APPROVED:

BY: 

VILLAGE ATTORNEY

DocuSigned by:



2B6C5A6F23CE493...

BY: _____

DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT A
SCOPE OF SERVICES
FM# 441632-1-52-05

The scope of work is performed on behalf of the Village of Palm Springs is detailed below. The Village will be contributing funds for the following:

Roadway:

- Construct of colored concrete for traffic separator & curb and gutter.

Drainage:

- Upsizing of pipes

EXHIBIT B THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Village of Palm Springs ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Drainage improvements and construction of color concrete curb and gutter and traffic separator
Project #: 441632-1-52-05
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

For PARTICIPANT (signature)

Name and Title

Name

59-3024028

Federal Employer I.D. Number

Title

Date

F-596-020-405-002

Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!!

EXHIBIT C

MAINTENANCE MEMORANDUM OF AGREEMENT WITH VILLAGE OF PALM SPRINGS

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into on _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and the Village of Palm Springs, a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH

WHEREAS, the DEPARTMENT has jurisdiction over SR 802 Lake Worth Road between SR 802 Lake Worth Road from Military Trail (M.P.5.67) to College Avenue (M.P. 7.326), as part of the Village of Palm Springs; and

WHEREAS, the DEPARTMENT and AGENCY seeks to install and have maintained by the AGENCY certain highway and other IMPROVEMENTS; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 802 Lake Worth Road from Military Trail (M.P.5.67) to College Avenue (M.P. 7.326) (within the limits of the AGENCY); and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain the specific elements constructed under FM# 441632-1-52-01 to include: colored concrete traffic separators, for Section Number 93180000; hereinafter called IMPROVEMENTS; and

WHEREAS the AGENCY shall provide and install the IMPROVEMENTS; and

WHEREAS, the Project involves the scope of work as described within Exhibit A (Project Description) and Exhibit B (Construction Plans), which will benefit the AGENCY; and

WHEREAS the parties hereto mutually recognize the need for entering into an AGREEMENT designating and setting forth the responsibilities of each party; and

WHEREAS the AGENCY by Action/Resolution entered into this date _____ day of _____, 20__, attached hereto and by this reference made a part hereof, desires to enter into this AGREEMENT and authorizes its Officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

- A. The **DEPARTMENT** shall construct, under **Project Number 441632-1-52-01**, the **IMPROVEMENTS** as detailed in Exhibit A (**Project Description**) and Exhibit B (**Construction Plans**) that will benefit the **AGENCY**.
- B. If there are any major changes to the plans(s), the **DEPARTMENT** shall provide the modified plans(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- C. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
- D. The **AGENCY** shall own and maintain the **IMPROVEMENTS** associated within the limits of the project.
- E. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.

3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed along SR 802 Lake Worth Road, Military Trail (M.P.5.67) to College Avenue (M.P. 7.226) within the limits of construction. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all Colored Concrete Traffic Separators **IMPROVEMENTS** as describe in Exhibit A.

1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.

2) The **AGENCY** shall maintain the facade and aesthetics of the **IMPROVEMENTS** and shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. Graffiti shall be removed in a timely manner. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents and vermin, including removal of nests as needed.

3) The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed within **DEPARTMENT** right of way. Maintenance by the **AGENCY** will not be limited to keeping the **IMPROVEMENTS** clear of debris, litter and/or any potential hazards to the public. The **AGENCY**, shall, during the course of the maintenance activities, review the **IMPROVEMENTS** for any damage or deterioration and promptly report and identified damage or deterioration to the **DEPARTMENT**.

4) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn out parts of the **IMPROVEMENTS**. The **AGENCY's** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair and replacement due to normal wear and tear, named storm event, acts of God, vandalism and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

5) The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding amending or terminating this Agreement.

6) The **AGENCY** shall be responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C** (Maintenance Plan Requirements).

- B. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by either party as provided under Federal law or in section 768.28 Florida Statutes, as amended from time to time, or any other law providing limitations on claims. This section shall survive the termination of this Agreement.
- C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all valid complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this Agreement and any amendments hereafter) and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended, (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD).
- E. If it becomes necessary to provide utilities (water/electricity) to these improvements, all costs associated with the utilities, accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY's** responsibility.
- 1) The **AGENCY** shall be directly responsible for impact and connection fees. AND
- 2) The **AGENCY** shall become responsible for the above named improvements and ongoing utility costs upon final acceptance of the construction project by the **DEPARTMENT** and thereafter.
- F. Any work impacting traffic flow along State Road 5 / US-1 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **Village of Palm Springs**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:
- 1) The **DEPARTMENT** may repair any item or several items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
 - 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
 - 3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
 - 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

- 1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- 2) The **AGENCY** shall procure a permit and/ or Construction Agreement from the **DEPARTMENT**, as appropriate.
- 3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** about any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

7. **AGREEMENT TERMINATION**

This **AGREEMENT** may be terminated under anyone (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- 3) By the **DEPARTMENT** with a six (6) month written notice.

8. **AGREEMENT TERM**

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. **LIABILITY AND INSURANCE REQUIREMENTS**

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. If **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

- 1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance or Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Local Funded Agreement(s) signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this **AGREEMENT**.

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this **AGREEMENT** is decided.

16. NOTICES

Any and all notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY**:

Village of Palm Springs
Attn: Richard J. Reade, Village Manager
226 Cypress Lane
Palm Springs, FL 33461

17. LIST OF EXHIBITS

Exhibit A: Project Description
Exhibit B: Roadway Plans

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

AGENCY

Village of Palm Springs, a municipal
Corporation of the State of Florida

By: _____
Bev Smith, Mayor

Date: _____

By: _____
Richard Reade, Village Manager

Date: _____

ATTEST:

By: _____
Kimberly Wynn, CMC
Village Clerk

Date: _____

Approved as to Form:

By: _____
Glen Torcivia, Village Attorney

Date: _____

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!!

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Paul Lampley, Director of Operations

Print Name: _____

Date: _____

Approval as to Form:

Sign: _____
Dawn Raduano, District General Counsel

Print Name: _____

Date: _____

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!!

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

EXHIBIT A

PROJECT DESCRIPTION AND PROJECT AERIAL

Description of Work:

The **IMPROVEMENTS** associated with this **Agreement** are within the limits of the Village of Palm Springs, in Palm Beach County, Florida. The **IMPROVEMENTS** are defined as the colored concrete traffic separators. It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!!

SECTION NO.:	93180000
FM No.(s):	441632-1-52-01
COUNTY:	Palm Beach
S.R. No.:	802

EXHIBIT B

CONTRACT PLANS

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!!

SECTION NO.: 93180000
FM No.(s): 441632-1-52-01
COUNTY: Palm Beach
S.R. No.: 802

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the **IMPROVEMENT** being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair



Village of Palm Springs

OFFICE OF THE VILLAGE CLERK

226 Cypress Lane | Palm Springs, Florida 33461-1699

561-965-4010 | FAX 561-965-0899

kwynn@vpsfl.org or jworth@vpsfl.org

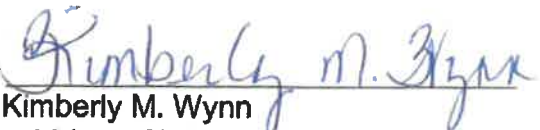
Kimberly M. Wynn, Village Clerk
Jane R. Worth, Deputy Clerk

CERTIFICATE OF TRUE COPY

The undersigned is the Village Clerk of the Village of Palm Springs, Florida, and is the duly authorized records custodian for said Village and thus certifies this document is a true and correct copy of **Resolution No. 2021-22** relating to a Memorandum of Agreement (MMOA and three part escrow agreement for Lake Worth Road median enhancements and stormwater improvements was passed by Village Council at their July 29, 2021 Regular Meeting. The original documents are on file in the Office of the Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Village of Palm Springs, Florida this 30th day of August 2021.



By: 
Kimberly M. Wynn
Village Clerk

RESOLUTION NO. 2021-22

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LOCALLY FUNDED AGREEMENT (LFA), A MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) AND A THREE-PARTY ESCROW AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR LAKE WORTH ROAD MEDIAN ENHANCEMENTS AND STORMWATER IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) is requesting the approval of a proposed Locally Funded Agreement (LFA), a Maintenance Memorandum of Agreement (MMOA), and a Three-Party Escrow Agreement with the Village regarding funding of proposed median and stormwater improvements and the ongoing maintenance responsibilities for the median improvements requested by the Village on FDOT's plans for Resurfacing, Restoration and Rehabilitation (3R or RRR) of the Lake Worth Road corridor between Raulerson Drive (west of Military Trail - City of Greenacres) to the entrance for Palm Beach State College (east of Congress Avenue); and

WHEREAS, the Village is responsible to maintain the median improvements installed along Lake Worth Road between (M.P. 5.67) and (M.P. 7.343) within the limits of construction. Maintenance will include repair, restoration, and general maintenance of all colored concrete traffic separators; and

WHEREAS, the purpose of this Resolution is to authorize the mayor to execute on behalf of the Village the Agreements attached to this Resolution.

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

Section 1. The recitations set forth above are true, accurate and correct and are incorporated herein.

Kennedy, Leos

From: Rubio, Jessica
Sent: Wednesday, December 22, 2021 5:10 PM
To: D4-MC; D4-Program Management
Subject: Responsible Charge for Program Management

While I am out on annual leave from Monday, December 27 through Wednesday, December 29, Sabrina Aubery will be in response charge and have my signature authority.

Please afford Sabrina your usual courtesy and cooperation.

Happy Holidays!

Thank you.

Jessica Rubio | **District 4 Program Management Administrator**
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309-3421
(954)777-4626

Kennedy, Leos

From: Chanel, Alia
Sent: Tuesday, December 28, 2021 10:50 AM
To: Kennedy, Leos
Subject: FW: Responsible Charge - Transportation Development (12/20/21 - 1/3/2022)

FYI –

Thanks!

Alia E. Chanel, CSM

Office of the District Four Secretary
Florida Department of Transportation – District Four
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309
(954) 777-4472



[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#) | [WordPress](#)

From: Godfrey-Baker, Monifa <Monifa.Godfrey-Baker@dot.state.fl.us> **On Behalf Of** Braun, Steve
Sent: Monday, December 20, 2021 9:46 AM
To: D4-MC <D4-MC@dot.state.fl.us>
Cc: D4-ASC <D4-ASC@dot.state.fl.us>
Subject: Responsible Charge - Transportation Development (12/20/21 - 1/3/2022)

While I am out of the office December 20, 2021 through January 3, 2022, the following will be in responsible charge and have my signature authority:

- December 20, 2021 through December 22, 2021 – John Krane
- December 27, 2021 through December 28, 2021 – Rob Bostian
- December 29, 2021 – John Olson

Please afford John K, Rob, and John O your usual cooperation and courtesy.

Steven C. Braun, P.E.
Director of Transportation Development
FDOT - District Four
Steve.Braun@dot.state.fl.us
Office: (954) 777-4143
Cell: (954) 303-9192



Funding to support the increased construction costs is proposed to come from the Federal American Rescue Plan (ARP) monies for which infrastructure projects, such as stormwater improvements, are eligible uses.

<u>Expected Project Costs</u>	<u>Amount</u>
FY 2021 Project Cost - Projected Construction - Median Improvements - CRA (TO#297)	\$ 31,173.98
FY 2022 Project Cost - Projected Engineering - Stormwater Improvements - General Fund (TO#298)	\$ 57,890.60
FY 2022 Project Cost - Projected Engineering - Stormwater Improvements - CRA Fund (TO#298)	\$ 13,901.90
FY 2022 Project Cost - Projected Construction - Stormwater Improvements - CRA Fund - ARP (TO#298)	\$131,556.43
FY 2023 Project Cost - Projected Construction - Stormwater Improvements - CRA Fund - ARP (TO#298) (Proposed Amendment #1)	\$126,692.00
FY 2023 Project Cost - Projected Engineering - Stormwater Improvements - CRA Fund (TO#298)	\$ 5,680.00
TOTAL PROJECT COSTS:	\$371,556.41



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Parks & Recreation

ITEM #7: Resolution No. 2022-29 - Approve Community Development Block Grant (CDBG) Project Funding Agreement with Palm Beach County - Park Connector Pathway Project (Sub-Phase IIA - Davis Road (Alemeda Drive to Greenbrier to Foxtail Palm Park))

SUMMARY: The Parks and Recreation Department is requesting the Village Council to consider entering into an Interlocal Agreement with Palm Beach County to provide Community Development Block Grant (CDBG) funding to continue the development of the Village's proposed Park Connector Pathway Project for the amount of \$120,818.

This sub-phase is located along Davis Road, beginning at Alemeda Drive and continuing toward Greenbrier Drive, and then west to Foxtail Palm Park.

The proposed Park Connector Pathway System Project, upon completion, is expected to be located both inside and outside of the Village's CDBG Target Area, to serve the residents of the target area by providing approximately 6.7 miles of an interconnected, pedestrian-friendly pathway between nine (9) of the Village's parks. The proposed pathway would be ADA compliant and accessible to serve the needs of the public, including our population with unique abilities as well as our senior population.

Following the previously approved Interlocal Agreement with Palm Beach County that enables the Village to serve as a CDBG sub-recipient city (Resolution No. 2015-112), the Village (with County oversight) is responsible for all aspects of this project (i.e. establishing general project timeframe, upfront funding of all associated project costs and outline county and federal requirements - compliance with Palm Beach County Purchasing Code and Davis-Bacon Act minimum wages).

The proposed Interlocal Agreement was prepared by Palm Beach County Department of Housing and Economic Sustainability staff and reviewed by the Village Attorney, the Parks and Recreation Director, and the Finance Director.

If approved by the Village Council, the Palm Beach County Director of Housing and Economic Sustainability will route the Agreement thru the County Attorney for final approval.

FISCAL IMPACT:

Funding to support the proposed Park Connector Pathway project is available within the FY 2023 Budget. The Village's FY 2023 CDBG Allocation is \$120,818. The County calculates municipal allocations with a HUD formula that considers population, housing overcrowding, and poverty.

ATTACHMENTS:

1. Resolution No. 2022-29 CDBG Grant Award - Park Connector Pathway Project
2. CDBG - Funding Award Letter
3. ILA with Palm Beach County - CDBG FY 2022-2023

RESOLUTION NO. 2022-29

A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR AND THEIR DESIGNEE TO APPROVE OF AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING TO CONTINUE THE DEVELOPMENT OF THE VILLAGE'S PROPOSED PARK CONNECTOR PATHWAY PROJECT FOR THE AMOUNT OF \$120,818 FY 22/23 FOR THE PARK CONNECTOR PATHWAY PROJECT SUB-PHASE II-A - DAVIS ROAD ALEMEDA TO GREENBRIER TO FOXTAIL PALM PARK (PARK LANE); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the Pathway Park Connector Project ("Project") which is a village-wide trail system that is planned to connect nine (9) of the Village's ten (10) parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. The proposed project includes 6.7 miles of interconnected, enhanced sidewalks. The recommended project consists of construction and installation of improvements with pathways that are ADA-compliant to service those in the Village with special needs, as well as our senior population; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

- (1) will benefit low and moderate income persons; and
- (2) it is a public access in need of repair, including ADA and accessibility improvements; and

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

WHEREAS, Palm Beach County allocated \$120,818 in Community Block Development Block Grant (CDBG) Funds, for the construction of sidewalk improvements to create an interconnected pathway system for the Pathway Park project.

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

Section 1. The “Whereas” clauses are incorporated herein are true and correct and are hereby made a specific part of this Resolution.

Section 2. Along Davis Road from Alameda Drive, South to Greenbrier Drive and West to Foxtail Palm Park (Park Lane).

Section 3. All funds derived from this Grant will be used toward completion of the Pathway Park Connector Projector Sub-Phase IIA.

Section 4. This Resolution shall take effect immediately upon its passage.

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 of September 22, 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



May 26, 2022

Mr. Michael Bornstein, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: Fiscal Year (FY) 2022-2023 Community Development Block
Grant (CDBG) Program

Dear Mr. Bornstein:

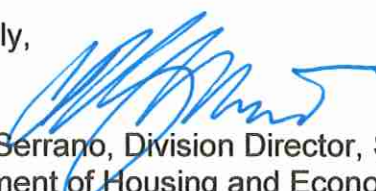
On April 26, 2022, the Palm Beach County Board of County Commissioners (BCC) approved FY 2022-2023 Community Development Block Grant (CDBG) funding strategies. Based on the actual FY 2022-2023 CDBG grant allocated to Palm Beach County the Village of Palm Springs will be awarded \$120,818 for the Park Connector Pathway activity (Davis Road Alameda to Greenbrier to Foxtail Palm Park)

The County calculates municipal allocations with a HUD formula that considers population, housing overcrowding, and poverty. Allocation amounts may vary from year to year due to demographic changes in the CDBG Program Jurisdiction as reflected by updates to the Census data that feeds the calculations.

The Department of Housing and Economic Development (HED) will include this funding award as part of the County's FY 2022-2023 Action Plan. Please note that the funding award is subject to the final approval of the FY 2022-2023 Action Plan by the BCC on July 12, 2022.

HED wishes to thank you for your continued participation in the CDBG Program. If you have any questions, please contact Stefania Russell, Planner II at (561) 233-3689 or SRussell@pbcgov.org.

Sincerely,


Carlos Serrano, Division Director, Strategic Planning & Operations
Department of Housing and Economic Development

cc: Jonathan B. Brown, Director, HED
Sherry Howard, Deputy Director, HED

**Department of
Housing & Economic
Development**

Strategic Planning Division

100 Australian Avenue - Suite 500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com/hed

**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

VILLAGE OF PALM SPRINGS

THIS AGREEMENT, with an effective date of **October 1, 2022**, by and between **Palm Beach County**, a political subdivision of the State of Florida, , and the **Village of Palm Springs**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **226 Cypress Lane, Palm Springs, FL 33461**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its FY2022/2023 CDBG Action Plan, and the **Village of Palm Springs**, desire to provide the activities specified in Exhibit "A" of this Agreement; and

WHEREAS, Palm Beach County desires to engage the Village of Palm Springs ("Subrecipient"), to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding not to exceed \$ **\$120,818** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Subrecipient" means the **Village of Palm Springs**, a Subrecipient as defined in 2 CFR Part 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described Pedestrian Pathway and landscaping improvements, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c).

Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. GENERAL COMPLIANCE

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. .

5. SCOPE OF SERVICES

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. MAXIMUM COMPENSATION

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$120,818** for the period of **October 1, 2022**, through and including **December 31, 2023**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2023**.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION**(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written Agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) **PROGRAM - GENERATED INCOME**

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

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

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

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project

areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business, with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This Reversion provision shall survive the expiration or termination of this Agreement.**

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or

appellate levels or otherwise, arising during and as a result of Subrecipients's performance of the terms of this Agreement or due to the intentional acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- A. **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. **Business Automobile Liability:** Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

- C. **Workers' Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- D. **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance:** Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

- F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

21. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

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

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion by certified mail within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

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

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICE

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement. Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

30. INDEPENDENT CONTRACTOR AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent contractor and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County provides otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the subconsultant and Subrecipient shall immediately terminate its contract with the subconsultant.

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

40. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 2022.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Michael Bornstein, Village Manager

By: _____
Glen Torcivia , Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Date: _____

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"**SCOPE OF WORK****1. SUBRECIPIENT OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Subrecipient shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the construction and continued improvements to existing sidewalks that create an interconnected pedestrian pathway system leading to nine (9) parks. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

- B. PROJECT SCOPE:** The scope of work for the Pathway System improvements may include, but not be limited to installation of ADA accessible and wider 6' to 8' concrete pathways to complete the interconnected network to the Village Parks, along with pedestrian lighting, landscaping, benches, water fountains and decorative pavers. These enhancements will allow residents to walk or bike between the Village Parks. Improvements typical of Pathway/Sidewalk projects are deemed eligible including the restoration of any areas disturbed by the construction activities. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Along Davis Road from Alameda Drive, South to Greenbrier Drive and West to Foxtail Palm Park (Park Lane).

Procurement process and contract award for all goods and services shall be in compliance with the City's Procurement Code, 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

(1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

(2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award. The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided s that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

C. **ASBESTOS REQUIREMENTS:** The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

D. **DAVIS-BACON AND RELATED ACTS (DBRA):**
The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting each reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

Required Use of the Labor Compliance Reporting System (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project.

The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents.

Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

User Responsibilities

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.

- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

- E. **BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.
- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.

- G. PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be as follows:

Award Construction Contract by:	December 31, 2023
Request 50% Reimbursement of CDBG Funds by:	July 15, 2023
Complete Construction by:	November, 2023
Submit for 100% Reimbursement of CDBG Funds by:	December 31, 2023

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing that the dates used as performance requirements listed above be revised/amended. The County Administrator, or DHED Director, may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of funds by the County if the Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

- H. REPORTS:** The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Schedule "I" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Report. These Monthly Reports shall be submitted to DHED beginning the month of the effective date of the Agreement. They shall be used by DHED to assess the Subrecipient's progress in implementing the project.
- I. USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.

- (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

- J. SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DHED upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract.

Section 3 Clause

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75.

The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.

- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, the mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project. The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above-specified improvements as described above in “Project Scope”, during the term of this Agreement, in the amount of **\$120,818**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient’s procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE "I"
MONTHLY REPORT

Report For:	Month: _____ Year: _____		
Subrecipient Name:	VILLAGE OF PALM SPRINGS		
Project Name:	INTERCONNECTED PARK PEDESTRIAN PATHWAYS FY22-23		
Report Prepared By:	Name Signature Date		

BUDGETING AND EXPENDITURE PROJECTIONS

MONTH/YR	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
MONTH/YR	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

Amounts Expended this Reporting Period: CDBG Funds: \$_____ Other Funds: \$_____

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$120,818	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): _____

PROJECT ACTIVITIES & SCHEDULE

Describe your accomplishments and any problems encountered during this reporting period:

PROJECT PERFORMANCE PHASE	DATE
COMPLETE DESIGN	Date
ADVERTISE, ACCEPT BIDS	Date
AWARD CONTRACT	Date
START CONSTRUCTION	Date
SUBMIT 50% REIMBURSEMENT REQUEST	Date
COMPLETE CONSTRUCTION	Date
SUBMIT 100% REIMBURSEMENT REQUEST	Date

Send report to: Project Coordinator or Bud Cheney,
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

SCHEDULE “II”

ASBESTOS REQUIREMENTS

SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit “A” of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient .

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is not all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #8: Temporary Use Permit - Scores Nightclub (Club Land LLC & 3200 Lake Worth Road LLC)
- Vacant Lot on Lake Worth Road (Quasi-Judicial Hearing)

SUMMARY: Mr. Kevin McGinley, agent for the applicant, Club Land, LLC & 3200 Lake Worth Road, LLC, is requesting a temporary use permit to allow off-site parking for Scores Nightclub (Club Land, LLC property). Approval of the request will allow the existing nightclub to substitute the parking established on the Seaglades Investment Company property by a temporary use agreement within an area on the vacant lot immediately west of the subject nightclub.

On June 12, 2014, the Village Council approved a Site Development Plan to unify two separately owned parcels as one project through unity of control for an off-site parking area for the nightclub located at 3174 Lake Worth Road and the former Seaglades Investment Company.

The new owners of the former Seaglades Investment Company property have terminated the lease with the nightclub and requested the removal of the improved parking lot from the property within 60 days.

Currently, the new owner of the former Seaglades Investment Company property requests a site plan amendment to abandon the previously approved site plan (Resolution No. 2014-26) and, concurrently, the termination of a declaration of the unity of control approved under the resolution.

The existing nightclub supports 40 parking spaces, and together with the proposed 59 parking spaces, 99 spaces total will be available to serve the Scores nightclub (An additional 17 parking spaces are requested).

A preliminary site plan shows the area being abandoned and the property being developed as a temporary parking lot furnished. The applicant requested that the Temporary Use Permit is for 2-year use and that a site plan is developed for the property.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed abandonment. This property is located within the Palm Springs Community Redevelopment Agency (CRA) - Lake Worth District and redevelopment would result in increased tax increment financing (TIF) revenue.

ATTACHMENTS:

1. Proposed Preliminary Site Plan

2. Declaration of Unity of Control
3. Letters of No Objection
4. Parking Lot Cancellation Agreement
5. Resolution No. 2014-26

*Prepared by and when
recorded return to:*

Ritter Chusid, LLP
5850 Coral Ridge Drive
Suite 201
Coral Springs, Florida 33077
(954) 340-2200

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION OF UNITY OF CONTROL ("Declaration") is made and entered into as of this ____ day of _____, 2022, by 3200 Lake Worth Road, LLC. (Parcel 1 owner), and Club Land, LLC. (Parcel 2 owner) collectively hereinafter referred to as "Declarants."

RECITALS:

WHEREAS, the Declarants are the owners of two separate properties within the Village of Palm Springs, Florida, ("Village") each such parcel more particularly described and singularly described by the legal descriptions as contained in Exhibit "A" (Parcel 1) and Exhibit "B" (Parcel 2), attached hereto (collectively the "Properties" and singularly as the "Property"); and

WHEREAS, the Declarants have agreed with the Village that, for the proper development of the Properties, the Declarants shall provide for mutual and reciprocal right-of-way for the purpose of ingress and egress, parking, drainage and utilities of whatsoever nature located within the Properties, the enjoyment of which cross easements shall be shared by the respective parties owning any portion of either Property and to the tenants, lessees agents, employees, guests and invitees of any owner of either Property or any portion thereof and guests and invitees of tenants and lessees legally occupying either Property; and

WHEREAS, the Village is a direct, third party beneficiary to this Declaration.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the above recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as though set forth in detail in this place.
2. Unified Control. Subject to the qualifications and exceptions set forth in this Declaration, the Property is established and declared to be unified as one zoning/building site and no portion of the Property shall be sold, assigned, transferred, conveyed or devised except in its entirety, unless such conveyance is in conformity with or has been terminated under the provisions of this Declaration.
3. Parking. Parcel 2 Owner will be permitted to improve required off-street overflow parking for Scores Palm Beach, located at 3174 Lake Worth Road, on the property owned by Parcel 1

Owner via a Temporary Use Permit Agreement approved by the Village, thereby providing the principal use (Scores Palm Beach) and the requested overflow parking on the same premises, despite separate ownership being maintained. Declarants hereby affirm that the parking on the property owned by Parcel 1 Owner will be used specifically and only for requested overflow parking for the property owned by Parcel 2 Owner.

4. Severance. Should the Declarants determine in the future that they desire to sever the Property, the terminating party shall provide written notice to the Village of such termination at least 60 days prior to such termination. Parcel 2 Owner shall be responsible for removing the improved parking area prior to termination. If the improvements are not removed prior to termination, Parcel 1 Owner shall be given 60 days after the date of termination in which to obtain permits and remove proved parking area, after which time, the Village shall have any and all legal options at its disposal in order to obtain compliance with its code, including but not limited to citing Parcel 1 Owner through the code enforcement process. However, if the improved parking area would not be in violation of any City Code, after the termination of this Declaration, then the improved parking area may remain.

5. Covenants Run with the Land. Unless and until this Declaration is terminated, all of the covenants, easements and restrictions herein will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Properties, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title of interest in all or any portion of the Properties.

6. Modification and Termination. This Declaration may not be terminated or modified in any way except by means of an instrument executed by the owners of the Properties and the written consent of the Village Council.

7. Miscellaneous.

a. This Declaration shall be recorded in the Public Records of Palm Beach County, Florida.

b. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.

c. This Declaration and the rights created hereby shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Property, from and after the date of recording of this Declaration. Any person acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.

e. Third Party beneficiary Village of Palm Springs has the right to enforce the Declaration through legal, equitable or administrative proceedings.

f. The venue for any legal action regarding this covenant shall be in Palm Beach County, Florida.

g. The venue for any legal proceeding regarding this Declaration shall be in Palm Beach County, Florida.

8. Owners represents and warrants to the Village that they are the owner of all the legal and beneficial interests in the Property, or that all legal and beneficial owners have joined in this Declaration, and that they have the authority to execute and record this Declaration.

IN WITNESS WHEREOF, the undersigned Owners has hereunto set their hand and seal as of the day and year first above written.

Signed in the presence of:

Parcel 1 Owners:

Witness

On Behalf of 3200 Lake Worth Road, LLC.

Printed Name

Printed Name

Witness

Printed Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, on behalf of 3200 Lake Worth Road, LLC., who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name:

My commission expires: _____

Parcel 2 Owner:

Witness

Printed Name

Witness

Printed Name

On Behalf of Club Land, LLC

Printed Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022
by _____, on behalf of Club Land, LLC, who is personally known to me or
who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT "A"
PARCEL 1

PARCEL 1:

The East 167.50 feet of Lot A, less the North 35 feet thereof, the East 167. 50 feet of Lot B, and all of Lots C, D, and E, Block 4, THE PALM BEACH FARMS CO. PLAT NO. 7, according to the Plat thereof as recorded in Plat Book 5, Page 72, of the Public Records of Palm Beach.

PARCEL 2:

Lot A, less the L-12 Canal right of way, Block 29, THE PALM BEACH FARMS CO. PLAT NO. 7, according to the Plat thereof as recorded in Plat Book 5, Page 72, of the Public Records of Palm Beach County, Florida.

PARCEL 3:

A 15 foot wide strip of land being a portion of the 30 foot wide road tight-of-way lying West of Lots C, D and E, Block 4, and Lot A Block 29, THE PALM BEACH FARMS CO. PLAT NO. 7, according to the Plat thereof as recorded in Plat Book 5, Page 72, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of Lot C, Block 4 of said Plat; thence South 01 °25'14" West (as basis of bearings) along the West line of Lots C, D, E, Block 4 and Lot A, Block 29 of said Plat, a distance of 505.35 feet to the Northwest corner of a 15.00 foot wide Lake Worth Drainage easement as recorded in Official Record Book 23291, Page 401, of the Public Records of Palm Beach County, Florida; thence South 80°35'19" West along the Westerly prolongation of the North line of said Lake Worth Drainage District easement, a distance of 15.27 feet to a point being on a centerline of the 30 foot wide road right-of-way as depicted on said Plat; thence North 01 °25'14" East along said centerline, a distance of 508.36 feet to a point being on the Westerly extension of the North line of said Lot C; thence South 88°03'03" East along said Westerly extension, a distance of 15.00 feet to the Point of Beginning.

EXHIBIT "B"
PARCEL 2

TRACT A and B, BLOCK 3, THE PALM BEACH FARMS CO. PLAT NO. 7, according to the Plat thereof as recorded in Plat Book 5, Page 72, of the Public Records of Palm Beach County, Florida, LESS therefrom the North 35 feet, the South 76.48 feet, the West 150 feet, and the East 145 feet.

AND

The West 150 feet of the South 150 feet of the North 185 feet of Tracts A and B, Block 3, THE PALM BEACH FARMS CO. PLAT NO. 7, according to the Plat thereof as recorded in Plat Book 5, Page 72, of the Public Records of Palm Beach County, Florida.

August 5, 2022

To: Iramis Cabrera, VPS Planning, Zoning & Building Director

From: Tara Bamber, PE 

**Re: Temp. Parking for 3174 Lake Worth Rd.
Site Plan Comment Letter
Engenuity Group Project No. 6001.133**

We have received the following through email on 8-1-22:

1. Site Plan, 3 sheets (SP-1 to SP-3), dated 3-4-20, by R. Shatarah Consulting Engineers, P. C.
2. Highlighted Project Site Plan, 1 sheet (SP-3), dated 3-4-20, by R. Shatarah Consulting Engineers, P. C.
3. Survey, 1 sheet, dated 12-23-14, by Richard L. Shepard & Associates.
4. LWDD Comments, 1 sheet, dated 8-5-22
5. Petitioner's Statement Letter, 1 sheet, dated 7-27-22, by Club Land, LLC.

The following comments need to be addressed prior to Site Plan approval:

1. Provide Drainage Calculations for dry retention area including, but not limited to, any offsite drainage from Lake Worth Rd and 3230 Lake Worth Rd.
2. Provide pedestrian access to the building from the proposed parking area.
3. It is not clear that the existing parking south of the building is to be removed. During Civil permit plan review, show the parking as existing and clarify the demolition of the parking, sidewalks, curbs, etc.

If you should have any questions, please give me a call at 561-655-1151.

**Cc: Lisa Tropepe, PE
Rogelio Perez Gonzalez**



13081 MILITARY TRAIL
Attorney
DELRAY BEACH, FLORIDA 33484-1105

Board of Supervisors
James M. Alderman
Stephen Bedner
Jeffrey P. Phipps, Sr.
Harry Raucher
John I. Whitworth III
Executive Director
Tommy B. Strowd, P.E.

Mark A. Perry, P.A.

August 10, 2022

Iramis Cabrera
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461-1699

**Re: 3174 Lake Worth Road – Scores Gentlemen Club Additional Parking
South side of Lake Worth Road, West of Congress Avenue
LWDD Canal No. L-12
LWDD Record No. RI-22-0068**

Dear Ms. Cabrera:

This letter voids and supersedes my letter of objection dated August 5, 2022.

Based on the additional information submitted and the attached marked-up survey, LWDD has no objection to the certification of the above referenced project. LWDD has obtained the additional right-of-way needed for the L-12 Canal from the parcel where the temporary parking is proposed. Therefore, canal cross-sections will not be required.

Please let me know if you have any questions.

Sincerely,

Nicole Smith

Nicole A. Smith
Permit Supervisor

[illegible]

PROPOSED NEW GRAVEL
PARKING AREA

6" DECORATIVE FENCE LOCATION

LIGHT POLE W/ CONCRETE BASE

CONCRETE WHEEL STOP

PROJECT NAME:	16-15920
NAME OF PROJECT:	AUX. PARKING LOT
PLANNING AND ZONING DISTRICT:	COMMERCIAL
ZONING LAND USE DESIGNATION:	COMMERCIAL, CG
PROPERTY CONTROL NO.:	
CONCURRENCE APPROVAL:	
TOTAL AREA ACRES/SQ. FT.:	206,667.9 S.F. / 4.807 AC
PROPOSED BUILDING AREA:	
FLOOR AREA RATIO (FAR):	N/A
BUILDING COVERAGE (%):	N/A
IMPERVIOUS SURFACE AREA (%):	%
BUILDING HEIGHT:	
OFFICE SPACE / COMMON AREA:	0.00 AC / 100.00 SQ. FT.
NUMBER OF STORIES:	1
REMARKS:	REQUIRED: NA - PROPOSED 5% N/A

[illegible][illegible][illegible][illegible]

MINIMUM STANDARDS AT TIME OF INSPECTION

a.	TREE HEIGHT:	14.
b.	TRUNK DIAMETER:	25" MEASURED 4' FROM GROUND
c.	CANOPY DIAMETER:	10' MEASURED AT WIDEST PART OF CANOPY
d.	THE THICKNESS OF EACH BRANCH, LEAFY BRANCH LENGTH,	
e.	CREDIT MAY BE GIVEN FOR EXISTING	
2.	ALL PALMS TO BE PLANTED ON SITE 9 MONTHS STANDARDS AT TIME OF INSPECTION	
a.	PALM HEIGHT:	17' CLEAR TRUNK
b.	CLUSTERS:	15 GREATER THAN 15' CLEAR TRUNK
c.	CREDIT MAY BE GIVEN FOR EXISTING	STAGGERED

- a. TREE TRUNK 14
- b. TREE BRANCHES 22
- c. CROWN COVERAGE 12
- d. CROWN DENSITY 12
- e. CROWN SHAPE 12
- f. CROWN COLOR 12
- g. CROWN TEXTURE 12
- h. CROWN SMELL 12
- i. CROWN TASTE 12
- j. CROWN TOUCH 12
- k. CROWN SOUND 12
- l. CROWN VIBRATION 12
- m. CROWN TEMPERATURE 12
- n. CROWN HUMIDITY 12
- o. CROWN PRESSURE 12
- p. CROWN WEIGHT 12
- q. CROWN LENGTH 12
- r. CROWN WIDTH 12
- s. CROWN DEPTH 12
- t. CROWN AREA 12
- u. CROWN VOLUME 12
- v. CROWN MASS 12
- w. CROWN DENSITY 12
- x. CROWN POROSITY 12
- y. CROWN PERMEABILITY 12
- z. CROWN RESISTANCE 12
- aa. CROWN STRENGTH 12
- ab. CROWN ELASTICITY 12
- ac. CROWN DUCTILITY 12
- ad. CROWN TENSILE STRENGTH 12
- ae. CROWN COMPRESSIVE STRENGTH 12
- af. CROWN TORSIONAL STRENGTH 12
- ag. CROWN IMPACT STRENGTH 12
- ah. CROWN FATIGUE STRENGTH 12
- ai. CROWN CRACK RESISTANCE 12
- aj. CROWN CORROSION RESISTANCE 12
- ak. CROWN WEAR RESISTANCE 12
- al. CROWNAbrasion Resistance 12
- am. CROWN Scratch Resistance 12
- an. CROWN Tear Resistance 12
- ao. CROWN Peel Resistance 12
- ap. CROWN Adhesion Resistance 12
- aq. CROWN Cohesion Resistance 12
- ar. CROWN Friction Resistance 12
- as. CROWN Slip Resistance 12
- at. CROWN Traction Resistance 12
- au. CROWN Grip Resistance 12
- av. CROWN Stability Resistance 12
- aw. CROWN Balance Resistance 12
- ax. CROWN Coordination Resistance 12
- ay. CROWN Agility Resistance 12
- az. CROWN Flexibility Resistance 12
- ba. CROWN Mobility Resistance 12
- bb. CROWN Dexterity Resistance 12
- bc. CROWN Precision Resistance 12
- bd. CROWN Control Resistance 12
- be. CROWN Accuracy Resistance 12
- bf. CROWN Consistency Resistance 12
- bg. CROWN Reliability Resistance 12
- bh. CROWN Validity Resistance 12
- bi. CROWN Trustworthiness Resistance 12
- bj. CROWN Integrity Resistance 12
- bk. CROWN Honesty Resistance 12
- bl. CROWN Sincerity Resistance 12
- bm. CROWN Authenticity Resistance 12
- bn. CROWN Transparency Resistance 12
- bo. CROWN Openness Resistance 12
- bp. CROWN Accessibility Resistance 12
- bq. CROWN Usability Resistance 12
- br. CROWN Learnability Resistance 12
- bs. CROWN Interoperability Resistance 12
- bt. CROWN Portability Resistance 12
- bu. CROWN Scalability Resistance 12
- bv. CROWN Extensibility Resistance 12
- bw. CROWN Reusability Resistance 12
- bx. CROWN Maintainability Resistance 12
- by. CROWN Testability Resistance 12
- bz. CROWN Deployability Resistance 12
- ca. CROWN Installability Resistance 12
- cb. CROWN Configurability Resistance 12
- cc. CROWN Customizability Resistance 12
- cd. CROWN Adaptability Resistance 12
- ce. CROWN Portability Resistance 12
- cf. CROWN Scalability Resistance 12
- cg. CROWN Extensibility Resistance 12
- ch. CROWN Reusability Resistance 12
- ci. CROWN Maintainability Resistance 12
- cj. CROWN Testability Resistance 12
- ck. CROWN Deployability Resistance 12
- cl. CROWN Installability Resistance 12
- cm. CROWN Configurability Resistance 12
- cn. CROWN Customizability Resistance 12
- co. CROWN Adaptability Resistance 12
- cp. CROWN Portability Resistance 12
- cq. CROWN Scalability Resistance 12
- cr. CROWN Extensibility Resistance 12
- cs. CROWN Reusability Resistance 12
- ct. CROWN Maintainability Resistance 12
- cu. CROWN Testability Resistance 12
- cv. CROWN Deployability Resistance 12
- cw. CROWN Installability Resistance 12
- cx. CROWN Configurability Resistance 12
- cy. CROWN Customizability Resistance 12
- cz. CROWN Adaptability Resistance 12
- da. CROWN Portability Resistance 12
- db. CROWN Scalability Resistance 12
- dc. CROWN Extensibility Resistance 12
- dd. CROWN Reusability Resistance 12
- de. CROWN Maintainability Resistance 12
- df. CROWN Testability Resistance 12
- dg. CROWN Deployability Resistance 12
- dh. CROWN Installability Resistance 12
- di. CROWN Configurability Resistance 12
- dj. CROWN Customizability Resistance 12
- dk. CROWN Adaptability Resistance 12
- dl. CROWN Portability Resistance 12
- dm. CROWN Scalability Resistance 12
- dn. CROWN Extensibility Resistance 12
- do. CROWN Reusability Resistance 12
- dp. CROWN Maintainability Resistance 12
- dq. CROWN Testability Resistance 12
- dr. CROWN Deployability Resistance 12
- ds. CROWN Installability Resistance 12
- dt. CROWN Configurability Resistance 12
- du. CROWN Customizability Resistance 12
- dv. CROWN Adaptability Resistance 12
- dw. CROWN Portability Resistance 12
- dx. CROWN Scalability Resistance 12
- dy. CROWN Extensibility Resistance 12
- dz. CROWN Reusability Resistance 12
- ea. CROWN Maintainability Resistance 12
- eb. CROWN Testability Resistance 12
- ec. CROWN Deployability Resistance 12
- ed. CROWN Installability Resistance 12
- ee. CROWN Configurability Resistance 12
- ef. CROWN Customizability Resistance 12
- eg. CROWN Adaptability Resistance 12
- eh. CROWN Portability Resistance 12
- ei. CROWN Scalability Resistance 12
- ej. CROWN Extensibility Resistance 12
- ek. CROWN Reusability Resistance 12
- el. CROWN Maintainability Resistance 12
- em. CROWN Testability Resistance 12
- en. CROWN Deployability Resistance 12
- eo. CROWN Installability Resistance 12
- ep. CROWN Configurability Resistance 12
- eq. CROWN Customizability Resistance 12
- er. CROWN Adaptability Resistance 12
- es. CROWN Portability Resistance 12
- et. CROWN Scalability Resistance 12
- eu. CROWN Extensibility Resistance 12
- ev. CROWN Reusability Resistance 12
- ew. CROWN Maintainability Resistance 12
- ex. CROWN Testability Resistance 12
- ey. CROWN Deployability Resistance 12
- ez. CROWN Installability Resistance 12
- fa. CROWN Configurability Resistance 12
- fb. CROWN Customizability Resistance 12
- fc. CROWN Adaptability Resistance 12
- fd. CROWN Portability Resistance 12
- fe. CROWN Scalability Resistance 12
- ff. CROWN Extensibility Resistance 12
- fg. CROWN Reusability Resistance 12
- fh. CROWN Maintainability Resistance 12
- fi. CROWN Testability Resistance 12
- fj. CROWN Deployability Resistance 12
- fk. CROWN Installability Resistance 12
- fl. CROWN Configurability Resistance 12
- fm. CROWN Customizability Resistance 12
- fn. CROWN Adaptability Resistance 12
- fo. CROWN Portability Resistance 12
- fp. CROWN Scalability Resistance 12
- fq. CROWN Extensibility Resistance 12
- fr. CROWN Reusability Resistance 12
- fs. CROWN Maintainability Resistance 12
- ft. CROWN Testability Resistance 12
- fu. CROWN Deployability Resistance 12
- fv. CROWN Installability Resistance 12
- fw. CROWN Configurability Resistance 12
- fx. CROWN Customizability Resistance 12
- fy. CROWN Adaptability Resistance 12
- fz. CROWN Portability Resistance 12
- ga. CROWN Scalability Resistance 12
- gb. CROWN Extensibility Resistance 12
- gc. CROWN Reusability Resistance 12
- gd. CROWN Maintainability Resistance 12
- ge. CROWN Testability Resistance 12
- gf. CROWN Deployability Resistance 12
- gg. CROWN Installability Resistance 12
- gh. CROWN Configurability Resistance 12
- gi. CROWN Customizability Resistance 12
- gj. CROWN Adaptability Resistance 12
- gk. CROWN Portability Resistance 12
- gl. CROWN Scalability Resistance 12
- gm. CROWN Extensibility Resistance 12
- gn. CROWN Reusability Resistance 12
- go. CROWN Maintainability Resistance 12
- gp. CROWN Testability Resistance 12
- gq. CROWN Deployability Resistance 12
- gr. CROWN Installability Resistance 12
- gs. CROWN Configurability Resistance 12
- gt. CROWN Customizability Resistance 12
- gu. CROWN Adaptability Resistance 12
- gv. CROWN Portability Resistance 12
- gw. CROWN Scalability Resistance 12
- gx. CROWN Extensibility Resistance 12
- gy. CROWN Reusability Resistance 12
- gz. CROWN Maintainability Resistance 12
- ha. CROWN Testability Resistance 12
- hb. CROWN Deployability Resistance 12
- hc. CROWN Installability Resistance 12
- hd. CROWN Configurability Resistance 12
- he. CROWN Customizability Resistance 12
- hf. CROWN Adaptability Resistance 12
- hg. CROWN Portability Resistance 12
- hh. CROWN Scalability Resistance 12
- hi. CROWN Extensibility Resistance 12
- hj. CROWN Reusability Resistance 12
- hk. CROWN Maintainability Resistance 12
- hl. CROWN Testability Resistance 12
- hm. CROWN Deployability Resistance 12
- hn. CROWN Installability Resistance 12
- ho. CROWN Configurability Resistance 12
- hp. CROWN Customizability Resistance 12
- hq. CROWN Adaptability Resistance 12
- hr. CROWN Portability Resistance 12
- hs. CROWN Scalability Resistance 12
- ht. CROWN Extensibility Resistance 12
- hu. CROWN Reusability Resistance 12
- hv. CROWN Maintainability Resistance 12
- hw. CROWN Testability Resistance 12
- hx. CROWN Deployability Resistance 12
- hy. CROWN Installability Resistance 12
- hz. CROWN Configurability Resistance 12
- ia. CROWN Customizability Resistance 12
- ib. CROWN Adaptability Resistance 12
- ic. CROWN Portability Resistance 12
- id. CROWN Scalability Resistance 12
- ie. CROWN Extensibility Resistance 12
- if. CROWN Reusability Resistance 12
- ig. CROWN Maintainability Resistance 12
- ih. CROWN Testability Resistance 12
- ii. CROWN Deployability Resistance 12
- ij. CROWN Installability Resistance 12
- ik. CROWN Configurability Resistance 12
- il. CROWN Customizability Resistance 12
- im. CROWN Adaptability Resistance 12
- in. CROWN Portability Resistance 12
- io. CROWN Scalability Resistance 12
- ip. CROWN Extensibility Resistance 12
- iq. CROWN Reusability Resistance 12
- ir. CROWN Maintainability Resistance 12
- is. CROWN Testability Resistance 12
- it. CROWN Deployability Resistance 12
- iu. CROWN Installability Resistance 12
- iv. CROWN Configurability Resistance 12
- iw. CROWN Customizability Resistance 12
- ix. CROWN Adaptability Resistance 12
- iy. CROWN Portability Resistance 12
- iz. CROWN Scalability Resistance 12
- ja. CROWN Extensibility Resistance 12
- jb. CROWN Reusability Resistance 12
- jc. CROWN Maintainability Resistance 12
- jd. CROWN Testability Resistance 12
- je. CROWN Deployability Resistance 12
- jf. CROWN Installability Resistance 12
- jg. CROWN Configurability Resistance 12
- jh. CROWN Customizability Resistance 12
- ji. CROWN Adaptability Resistance 12
- jj. CROWN Portability Resistance 12
- jk. CROWN Scalability Resistance 12
- jl.

**Know what's below.
Call before you dig.**

PROJECT:	SCORES GENTLEMEN'S CLUB AUXILIARY PARKING LOT 917A LAKE NORTH ROAD LAKE NORTN, FLORIDA 33461 VILLAGE OF PALM SPRINGS, STATE OF FLORIDA
DESIGNATION:	PROPOSED OVERALL SITE PLAN

PROJECT:	CREATING NAME
----------	---------------

REVIEWS

REVISIONS	
#	DATE
1	REVISION

Time	Time
1	2

[illegible][illegible]

--

--	--	--	--

[illegible][illegible]

--	--	--	--

DATE	COUNT
------	-------

#	DATE	COMMENT

--	--	--	--

[illegible][illegible]

PROJECT No. 19-1

DATE: 03-04

CHECKED BY:

CHECKED BY: _____

SCALE: _____

AS MEASUREMENT: _____

5

5-

2

LRM

From: Ron Last <Rlast@lastdevenport.com>
Sent: Tuesday, August 23, 2022 8:26 AM
To: Kevin McGinley (lrmi@bellsouth.net)
Subject: FW: Scores Driveway access

Good morning Kevin,

Please see the response below from the FDOT. Please let me know if you require anything additional.

Ron Last, PE LEED AP



1860 Old Okeechobee Road
Suite 504
West Palm Beach, FL 33409
561.615.6567 (o)
561.683.0872 (f)
561.644.7692 (m)

From: Kissner, Eugene <Eugene.Kissner@dot.state.fl.us>
Sent: Tuesday, August 23, 2022 7:32 AM
To: Evert, Rosie <Rosie.Evert@dot.state.fl.us>; Ron Last <Rlast@lastdevenport.com>
Subject: RE: Driveway access

Hey Ron,

You do not need a permit for this if you do not use or disturb the ROW.

Thanks

Gene Kissner
Permits Manager
Palm Beach Operations Permits
Florida Department of Transportation
7900 Forest Hill Blvd
WPB, FL 33413
561-370-1135

From: Ron Last <Rlast@lastdevenport.com>
Sent: Monday, August 22, 2022 4:44 PM
To: Evert, Rosie <Rosie.Evert@dot.state.fl.us>; Brett Drouin - Florida Department of Transportation (<brett.drouin@dot.state.fl.us> <brett.drouin@dot.state.fl.us>
Subject: Driveway access

Good afternoon,

Please see the attached Site Plan. The gray area represents the area to remain. The orange area will be removed and replaced with the yellow highlighted area. The existing driveway (green) will remain. Do we need to permit anything to make this revision? I have included an aerial snippet of the site. Please let me know at your earliest convenience.

Thank you.

Ron Last, PE LEED AP



1860 Old Okeechobee Road
Suite 504
West Palm Beach, FL 33409
561.615.6567 (o)
561.683.0872 (f)
561.644.7692 (m)

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: Iramis Cabrera <icabrera@vpsfl.org>

Sent: Monday, August 1, 2022 1:50 PM

To: Tara Bamber <tbamber@engenuitygroup.com>; Wesley Jolin R. <WJolin@pbcgov.org>; Hymowitz, Larry <larry.hymowitz@dot.state.fl.us>; Nicole Smith <nsmith@lwdd.net>; David Bends <dbends@lwdd.net>; Jean St. Simon <jssimon@lakeworthbeachfl.gov>

Subject: Temporary Use Agreement - 3174 Lake Worth Road

***** 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 afternoon,

Attached are the proposed plans for a new application received to utilize the vacant lot located on Lake Worth Road (pcn# 70434430010040012) as a temporary parking to serve the business located 3174 Lake Worth Road.

Please review the attached plans and let me know if you have any comments.

Thank you.

Iramis.

JANUS PS, LLC
3223 Lake Worth Road
Palm Springs, Florida 33461

June 7, 2022

VIA FEDEX DELIVERY

Club Land LLC
3174 Lake Worth Road
Palm Springs, Florida 33461

Re: Lease Agreement/Declaration of Unity of Control

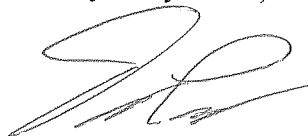
Gentlemen:

As you are aware, JANUS PS, LLC is your landlord as successor to SEAGLADES INVESTMENT CO. under that certain Lease Agreement dated April 1, 2012 as amended by that First Amendment to Lease Agreement dated August 3, 2012, that Second Amendment to Lease Agreement dated January 31, 2014, that Third Amendment to Lease Agreement dated June 12, 2014, that Fourth Amendment to Lease Agreement dated October 20, 2020 and that Fifth Amendment to Lease Agreement dated May 11, 2022 (collectively, the "Lease").

This letter shall serve as written notice of landlord's termination of the Lease which termination shall be effective sixty (60) days from the date hereof. Furthermore, this letter shall also serve as written notice of our election to terminate that certain Declaration of Unity of Control recorded June 12, 2014 in Official Records Book 26852, Page 1442 of the Public Records of Palm Beach County, Florida (the "Unity of Control"). Enclosed please find Termination of Declaration of Unity of Control (the "Termination"). Kindly return to my attention the original Termination duly executed and notarized by Club Land, LLC within two (2) business days of the date hereof. The Village of Palm Springs is requiring the removal of the improved parking area in connection with the Termination (the "Work"). The Work is the responsibility of Club Land, LLC under the Unity of Control and must be undertaken immediately by properly licensed contractors and in accordance with all laws and regulations (including proper permitting). Please note your contractors are required under the Lease to carry and maintain liability insurance before commencement of any work. Accordingly, we request that you identify the contractor(s) who will be performing the Work and provide to landlord copies of such liability insurance before commencement of same.

We appreciate your attention to these matters.

Very Truly Yours,



Enclosure

cc: The Village of Palm Springs
Gross Hoffman PLLC

PREPARED BY AND RETURN TO:

Scott W. Hoffman, Esq.

Gross Hoffman PLLC

490 E. Palmetto Park Road, Suite 101

Boca Raton, Florida 33432

TERMINATION OF DECLARATION OF UNITY OF CONTROL

This Termination of Declaration of Unity of Control ("Agreement") is made as of the 8th day of June, 2022 (the "Effective Date") by and between JANUS PS, LLC, a Florida limited liability company as successor to SEAGLADES INVESTMENT CO., a Florida corporation a/k/a SEAGLADES INVESTMENT CO., INC., a Florida corporation (its successors and/or assigns "Landlord") and CLUB LAND, LLC, a Florida limited liability company (its successors and/or assigns "Tenant") (Landlord and Tenant are collectively referred to herein as the "Declarants").

W I T N E S S E T H:

WHEREAS, the Declarants are parties to that certain Declaration of Unity of Control dated June 12, 2014 and recorded June 12, 2014 in Official Record Book 26852 Page 1442 of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, the Declarants desire to terminate the Declaration upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing preambles are true and correct and are incorporated herein by reference.
2. Termination. The Declarants hereby terminate the Declaration effective as of the date which is sixty (60) days from the Effective Date set forth above such that said Declaration shall be null and void and of no further force and legal effect on such date.
3. Due Authorization. The Declarants hereto hereby represent that the signatures hereto have been duly authorized and are binding on the respective Declarants and their respective successors and assigns.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, permitted assigns, heirs and representatives.

5. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida without regard to principles thereof relating to conflict of laws.

6. Jurisdiction and Venue. Any action brought to enforce this Agreement shall be brought only in the state or federal courts located in Palm Beach County, Florida and the parties hereby agree to consent to personal jurisdiction as to any such action in said courts.

7. Attorney's Fees and Costs. In any action, litigation, appeal or otherwise, necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred from the non-prevailing party.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE BLANK]

The Declarants hereto have executed and delivered this Termination of Declaration of Unity of Control as of the date and year first above written.

LANDLORD:

JANUS PS, LLC, a Florida limited liability company

By: [Signature]
Name: Daniel Padron
Title: Manager

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

Acknowledged, subscribed and sworn to before me by means of ☐ physical presence or ☐ online notarization this 8th day of June, 2022 by Daniel Padron, as manager/member of JANUS PS, LLC, a Florida limited liability company, on behalf of such company, who ☒ is personally known to me or ☐ produced _____ as identification and who did not take an oath.

[Signature]
Notary Public, State of Florida
My commission expires: 11/08/2024



TENANT:

CLUB LAND, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

Acknowledged, subscribed and sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022 by _____, as manager/member of CLUB LAND, LLC, a Florida limited liability company, on behalf of such company, who ☐ is personally known to me or ☐ produced _____ as identification and who did not take an oath.

Notary Public, State of Florida

My commission expires:

RESOLUTION NO. 2014-26

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), A SITE PLAN AMENDMENT (SPR14-04) SUBMITTED BY CARLOS GONZALEZ, AGENT FOR THE OWNERS, CLUB LAND LLC AND SEAGLADES INVESTMENT COMPANY, TO UNIFY TWO SEPARATELY OWNED PARCELS AS ONE PROJECT THROUGH A UNITY OF CONTROL FOR AN OFF-SITE PARKING AREA FOR WILD WEST CABARET, LOCATED AT 3174 LAKE WORTH ROAD; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on July 26, 2012, Club Land, LLC and Seaglares Investment Company entered into a temporary use permit for the purpose of off-site parking to serve the needs of the Wild West Cabaret. The temporary use permit will expire July 25, 2014, and cannot be renewed;

WHEREAS, on May 13, 2014, the Land Development Board reviewed and considered the request of Carlos Gonzalez, agent for owners Club Land LLC and Seaglares Investment Company, for a Site Plan Amendment (SPR14-04) to unify two separately owned parcels as one project through a Unity of Control for an off-site parking area for Wild West Cabaret, located at 3174 Lake Worth Road; and

WHEREAS, the recommendation of the Land Development Board to approve the application, has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and the Land Development Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council having received and considered the request of the Applicant for a Unity of Control, in which a portion of the vacant parcel directly to the south of Wild West Club, shall be used as overflow parking, located at 3174 Lake Worth Road, and the same having been heard in Regular Session on June 12, 2014; and having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application, with the conditions specified in the Staff Report attached hereto as **Exhibit "A"**, and which is incorporated herein by reference:

a. 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 Waller offered the foregoing resolution. Council

Member Gunter 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	☐	☐	☒
SERGIO ESCALADA, VICE MAYOR	☒	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☒	☐	☐
PATTI WALLER, COUNCIL MEMBER	☒	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☒

The Mayor thereupon declared the Resolution duly passed and adopted this 12th day of JUNE 2014.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: Bev Smith
BEV SMITH, MAYOR

ATTEST:

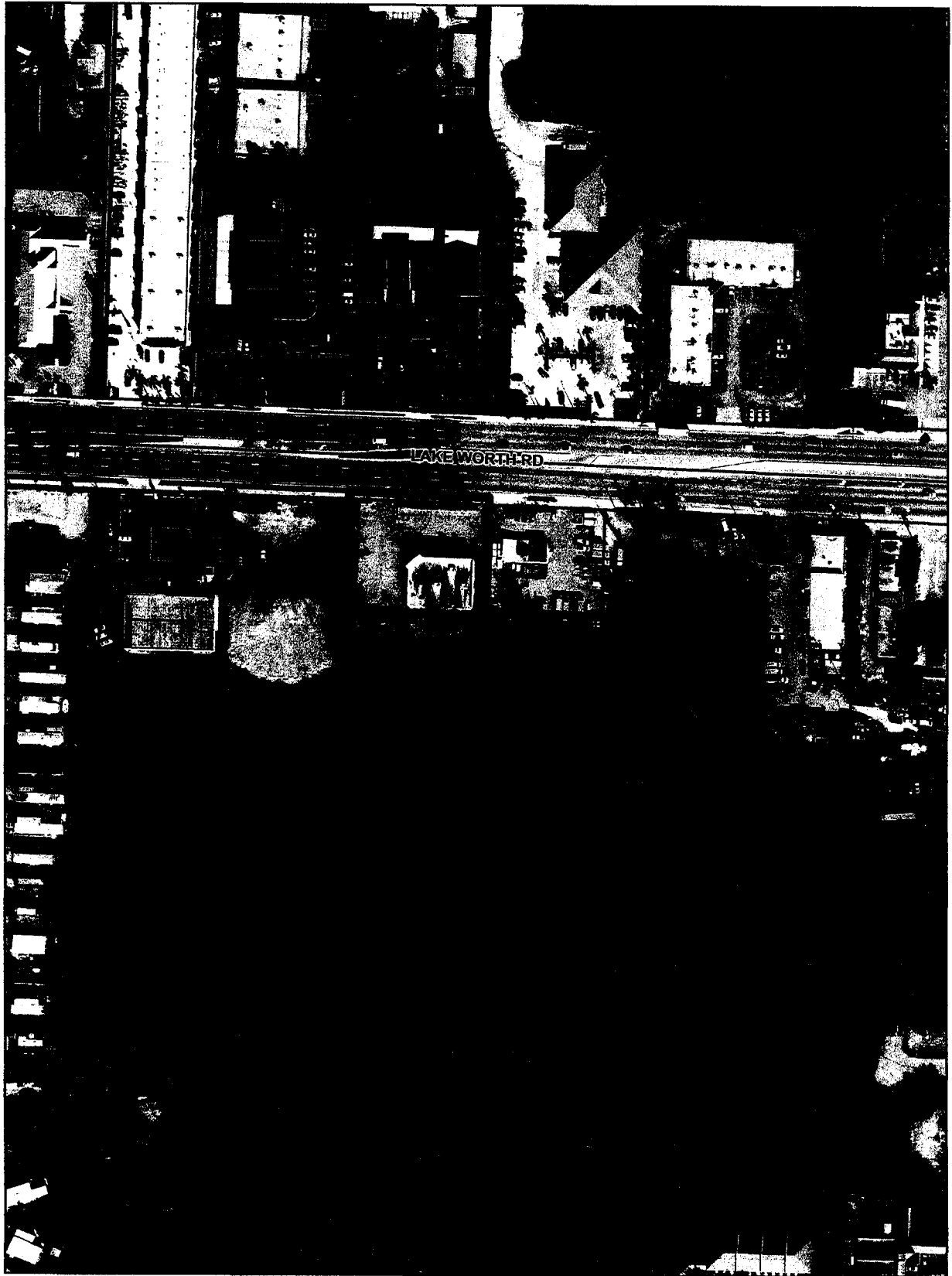
BY: Virginia M. Walton
VIRGINIA M. WALTON, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: Glen J. Torcivia
for GLEN J. TORCIVIA, VILLAGE ATTORNEY

VILLAGE OF PALM SPRINGS

3174 Lake Worth Road



 Parcels

0 75 150 300 Feet

DATE: 6/03/2014





LAND DEVELOPMENT STAFF REPORT

I. Project Description:

Project: Wild West Site Plan Amendment
3174 Lake Worth Road

Petitioner: Carlos Gonzalez
2831-A Exchange Court
West Palm Beach, Florida 33409

Property Owner: Club Land LLC
500 Whitney Avenue, Suite A8
Lantana, Florida 33462

Seaglates Investment Company
15789 Cypress Chase Lane
Wellington, Florida 33414

Project Owner: Club Land LLC
500 Whitney Avenue, Suite A8
Lantana, Florida 33462

II. Site Data:

Existing Use: Wild West Cabaret & Temporary Off-Site Overflow Parking

Proposed Use: Wild West Cabaret with On-Site Overflow Parking

Parcel Control Nos.: 70-43-44-30-01-003-0020 & 70-43-44-30-01-003-0031

Parcel Size: 2.17 Acres

Future Land Use: Commercial

Zoning: Commercial General (CG)

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Worth Professional Park	Commercial	Commercial General, CG
South	Vacant	Commercial	Commercial General, CG
East	U-Haul	Commercial	Commercial General, CG
West	Vacant	Commercial	Commercial General, CG

III. Annexation/History:

The project is composed of two separately owned parcels. The parcel owned by Club Land LLC was annexed into the Village on October 28, 2004 by Ordinance No. 2004-43. Concurrent with that annexation, the Village approved Resolution No. 2004-82 to enter into an annexation agreement with the property owner to allow for the demolition and reconstruction of an adult entertainment establishment.

On November 18, 2004, the Village Council approved Resolution No. 2004-90 to enter into an annexation agreement with Seaglades Investment Company to guarantee voluntary annexation of their parcel into the Village and on December 9, 2004, the Village Council approved Ordinance No. 2004-56 to annex the property and the surrounding properties all owned by Seaglades Investment Company totaling 7.34 acres.

On February 24, 2005, the Village Council approved Resolution No. 2005-11 for a new 5,355 square foot adult entertainment establishment on the Property owned by Club Land LLC. That resolution required any off-site parking for the proposed adult entertainment establishment to be on an improved surface and be approved by the Village of Palm Springs Village Council. It further restricted any proposed off-site parking to be located on the south side of Lake Worth Road for public safety concerns.

On July 26, 2012, both Club Land LLC and Seaglades Investment Company entered into a temporary use permit for the purpose of off-site parking. The portion of the property subject to the proposed lease and temporary use permit is 90' x 332.52'. This temporary use permit expires July 25, 2014 and cannot be renewed, thereby necessitating this proposed site plan amendment.

The site plan adjoins the parcels to create an on-site parking arrangement for the club. The parcels will be unified through a recorded Unity of Control instrument.

IV. Summary of Proposed Development Plan Details:

The petitioner's development plans dated received on depicts the following:

1. Application for Site Plan Amendment dated April 22, 2014.
2. Site Plan signed and sealed by James Paine, Jr.
3. Boundary and Topography Survey signed and sealed by Joseph Tucker.
4. Justification Statement of Proposed Use.

V. Staff Analysis:

Staff Comments included:

Land Development	Incorporated into report
Police	Incorporated into report

Findings/Recommendation:

Village staff recommends approving the site plan with the following conditions:

1. All previous conditions of approval from Resolution Nos. 2005-11 and 2012-48 are still applicable to the property.
2. The site plan is subject to all conditions agreed to in the Annexation Agreement approved by Resolution No. 2004-82 on October 27, 2004.
3. No vehicles shall park in the emergency t-turn around area.
4. If the unity of control is ever terminated, the parking lot shall be removed within 60 days.

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION OF UNITY OF CONTROL ("Declaration") is made and entered into as of this ____ day of _____, 2014, by SEAGLADES INVESTMENTS CO., a Florida Corporation ("Seaglates"), and CLUBLAND, LLC, a Florida limited liability company ("Club Land") (collectively "Declarants").

RECITALS:

WHEREAS, the Declarants are the owners of two separate properties within the Village of Palm Springs, Florida, ("Village") each such parcel more particularly described and singularly described by the legal descriptions as contained in Exhibit "A" and Exhibit "B", attached hereto (collectively the "Properties" and singularly as the "Property"), which Properties are intended to be developed in accordance with Resolution No. 2014-____ a site plan approved by the Village, a copy of which is attached hereto as Exhibit "C"; and

WHEREAS, the Declarants have agreed with the Village that, for the proper development of the Properties, the Declarants shall provide for mutual and reciprocal right-of-way for the purpose of ingress and egress, parking, drainage and utilities of whatsoever nature located within the Properties, the enjoyment of which cross easements shall be shared by the respective parties owning any portion of either Property and to the tenants, lessees agents, employees, guests and invitees of any owner of either Property or any portion thereof and guests and invitees of tenants and lessees legally occupying either Property; and

WHEREAS, the Village is a direct, third party beneficiary to this Declaration.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the above recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as though set forth in detail in this place.
2. Unified Control. Subject to the qualifications and exceptions set forth in this Declaration, the Property is established and declared to be unified as one zoning/building site as reflected in the site plan approval (Resolution No. 2014-____) and no portion of the Property shall be sold, assigned, transferred, conveyed or devised except in its entirety, unless such conveyance is in conformity with or has been terminated under the provisions of this Declaration.
3. Parking. Club Land was previously permitted to improve required off-street overflow parking for its Wild West Cabaret, located at 3174 Lake Worth Road, on the adjacent parcel owned by Seaglates via a Temporary Use Permit Agreement approved by the Village. Prior to expiration of the Temporary Use Permit Agreement, a site plan was filed by Declarants to unify the Property, thereby providing the principal use (Wild West Cabaret) and the requested

overflow parking on the same premises, despite separate ownership being maintained. Declarants hereby affirm that the parking on the Seaglades property will be used specifically and only for requested overflow parking for Club Land property.

4. **Severance.** Should the Declarants determine in the future that they desire to sever the Property the terminating party shall provide written notice to the Village of such termination at least 60 days prior to such termination. Clubland shall be responsible for removing the improved parking area prior to termination. If the improvements are not removed prior to termination, Seaglades shall be given 60 days after the date of termination in which to obtain permits and remove the improved parking area, after which time, the Village shall have any and all legal options at its disposal in order to obtain compliance with its code, including but not limited to citing Seaglades through the code enforcement process. However, if the improved parking area would not be in violation of any City Code, after the termination of this Declaration, then the improved parking area may remain.

5. **Covenants Run with the Land.** Unless and until this Declaration is terminated, all of the covenants, easements and restrictions herein will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Properties, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title of interest in all or any portion of the Properties.

6. **Modification and Termination.** This Declaration may not be terminated or modified in any way except by means of an instrument executed by the owners of the Properties.

7. **Owners' Restrictions.** No owner of any portion of the Properties shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration from their full and complete use and enjoyment of the easements herein granted. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Properties which constitute parking areas, driveways and roadways on the approved site plan shall not be blocked, obstructed or impeded, but may be terminated pursuant to termination notice as stated hereinabove.

8. **Miscellaneous.**

a. Each covenant in this Declaration is an independent and separate covenant. If any term or provision of the Declaration of the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of the Declaration and application of such term or provision to persons or circumstances other than those to which is held invalid or unenforceable will not be affected thereby, each term and provision of this Declaration will be valid and enforceable to the fullest extent permitted by law unless Declaration is terminated by either Declarant.

b. This covenant shall be recorded in the Public Records of Palm Beach County, Florida.

c. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.

d. This Declaration and the rights created hereby, including, but not limited to, the cross easements shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Property, from and after the date of recording of this Declaration. Any person acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.

e. Third Party beneficiary Village of Palm Springs has the right to enforce the Declaration through legal, equitable or administrative proceedings.

f. The venue for any legal action regarding this covenant shall be in Palm Beach County, Florida.

g. The venue for any legal proceeding regarding this Declaration shall be in Palm Beach County, Florida.

9. Declarant, its successors and assigns, acknowledge that the Village shall not be obligated to accept or process any application for any development permits which cannot be issued without an amendment to the site plan (Resolution No. 2014-____) , unless same is submitted and approved by Declarant, its successors and assigns. Furthermore, any development permits which effectuate and/or implement the site plan (Resolution No. 2014-____), and can be issued without an amendment to the site plan (Resolution No. 2014-____), shall not require the submittal or approval by any other Declarant, its successors and assigns, and the Village may process same without the submittal or approval by any other Declarant, its successors and assigns. The determination of whether any development permits effectuate and implement the site plan (Resolution No. 2014-____) and whether any development permits can be issued without an amendment to the site plan (Resolution No. 2014-____) shall be made by the Village Manager, or his designee.

10. Declarant represents and warrants to the Village that it is the owner of all the legal and beneficial interests in the Property, or that all legal and beneficial owners have joined in this Declaration, and that it has the authority to execute and record this Declaration.

IN WITNESS WHEREOF, the undersigned Declaranthas hereunto set its hand and seal as of the day and year first above written.

**SEAGLADES INVESTMENTS CO.,
a Florida Corporation**

WITNESSES:

BY: _____
WILLIAM J. GRAHAM, JR.
President
118 W Evans Lane
Manalapan, FL 33462

Signature of Witness
Printed Name: _____

Signature of Witness
Printed Name: _____

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by William J. Graham, Jr., as President of Seaglares Investments Co., a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced the following identification: _____.

Notary Public State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

**CLUB LAND, LLC,
a Florida Limited Liability Company**

WITNESSES:

By: _____

ROBERT F. CICERONI
Managing Member
1751 West Tenth Street
Riviera Beach, FL 33404

Signature of Witness

Printed Name: _____

Signature of Witness

Printed Name: _____

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

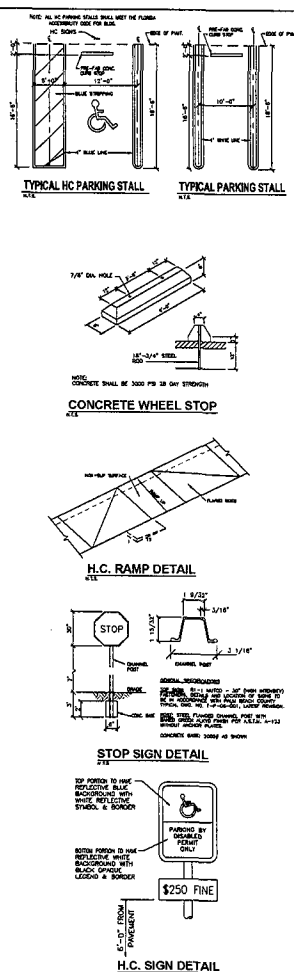
The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by ROBERT F. CICERONI, as MANAGING MEMBER of CLUB LAND, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or produced the following identification: _____.

Notary Public State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____



VICINITY MAP
 SITE DATA FOR PARCEL 1
 1/4 SECTION 16
 1/4 SECTION 15
 1/4 SECTION 17

PROJECT NO. _____ FMS 00141
 NAME OF DEVELOPER/PROPOSER: _____ WILD WEST GAMES
 PROPOSED USE: _____ ENTERTAINMENT CLUB / ENTERTAINMENT
 FUTURE LAND USE DESIGNATION: _____ COMMERCIAL
 AVERAGE LOT AREA (SQ. FT.): _____ 10,000
 PROPOSED LOT AREA (SQ. FT.): _____ 10,000
 CONFORMANCE: _____ EXCEEDS FOR 83.3%
 TOTAL LOT AREA (SQ. FT.): _____ 10,000
 PROPOSED BUILDING AREA (SQ. FT.): _____ 5,000
 BUILDING COVERAGE (%): _____ 50%
 FLOOR AREA RATIO (%): _____ 50%
 MINIMUM LOT SURFACE AREA (SQ. FT.): _____ 750
 BUILDING HEIGHT (FEET): _____ 20
 OPEN SPACE (FEET): _____ 0.12 MI. / 20%
 NUMBER OF STORIES: _____ 2
 PARKING: _____ REQUIRED: _____ PROVIDED: _____
 FRONT: _____ 10.00' 10.00'
 SIDE: _____ 15.00' 15.00'
 REAR: _____ 10.00' 10.00'
 CORNER: _____ 15.00' 15.00'
 MEAN: _____ 10.00' 10.00'

SITE DATA FOR PARCEL 1
 PROJECT NO. _____ WH111
 NAME OF DEVELOPER/PROPOSER: _____ WILD WEST GAMES
 PROPOSED USE: _____ ENTERTAINMENT CLUB / ENTERTAINMENT
 FUTURE LAND USE DESIGNATION: _____ COMMERCIAL
 AVERAGE LOT AREA (SQ. FT.): _____ 10,000
 PROPOSED LOT AREA (SQ. FT.): _____ 10,000
 CONFORMANCE: _____ EXCEEDS FOR 83.3%
 TOTAL LOT AREA (SQ. FT.): _____ 10,000
 PROPOSED BUILDING AREA (SQ. FT.): _____ 5,000
 BUILDING COVERAGE (%): _____ 50%
 FLOOR AREA RATIO (%): _____ 50%
 MINIMUM LOT SURFACE AREA (SQ. FT.): _____ 750
 BUILDING HEIGHT (FEET): _____ 20
 OPEN SPACE (FEET): _____ 0.12 MI. / 20%
 NUMBER OF STORIES: _____ 2
 PARKING: _____ REQUIRED: _____ PROVIDED: _____
 FRONT: _____ 10.00' 10.00'
 SIDE: _____ 15.00' 15.00'
 REAR: _____ 10.00' 10.00'
 CORNER: _____ 15.00' 15.00'
 MEAN: _____ 10.00' 10.00'

LEGAL DESCRIPTION PARCEL 1
 THE WEST 150 FEET OF THE SOUTH 150 FEET OF THE NORTH 35 FEET OF TRACTS 1 AND 2, BLOCK 3, ACCORDING TO THE PLAT OF THE PALM BEACH PARKS CO., PLAT NO. 72, BEING 1/4 SECTION 16, T8N, R17E, FOR THE PUBLIC RECORD, IN THE PALM BEACH COUNTY, FLORIDA.
 PALM BEACH PARKS CO., PLAT NO. 72, TRACTS 1 AND 2, BLOCK 3, LIES 150 FEET OF NORTH 35 FEET OF EAST 145 FEET OF THE NORTH 35 FEET OF SOUTH 75 FEET OF NORTH 35 FEET ROAD OF WAY, BLOCK 3.
 THE WEST 150 FEET OF THE SOUTH 150 FEET OF THE NORTH 35 FEET OF TRACTS 1 AND 2, BLOCK 3, ACCORDING TO THE PLAT OF THE PALM BEACH PARKS CO., PLAT NO. 72, BEING 1/4 SECTION 16, T8N, R17E, FOR THE PUBLIC RECORD, IN THE PALM BEACH COUNTY, FLORIDA.
 PALM BEACH PARKS CO., PLAT NO. 72, TRACTS 1 AND 2, BLOCK 3, LIES 150 FEET OF NORTH 35 FEET OF THE NORTH 150 FEET, SOUTH 75 FEET OF NORTH 35 FEET ROAD OF WAY, BLOCK 3.
 TRACTS 1 LESS THE NORTH 54.16 FEET, TRACTS 2 LESS THE NORTH 54.16 FEET, TRACTS 3 LESS THE NORTH 54.16 FEET, TRACTS 4 LESS THE NORTH 54.16 FEET, TRACTS 5 LESS THE NORTH 54.16 FEET, TRACTS 6 LESS THE NORTH 54.16 FEET, TRACTS 7 LESS THE NORTH 54.16 FEET, TRACTS 8 LESS THE NORTH 54.16 FEET, TRACTS 9 LESS THE NORTH 54.16 FEET, TRACTS 10 LESS THE NORTH 54.16 FEET, TRACTS 11 LESS THE NORTH 54.16 FEET, TRACTS 12 LESS THE NORTH 54.16 FEET, TRACTS 13 LESS THE NORTH 54.16 FEET, TRACTS 14 LESS THE NORTH 54.16 FEET, TRACTS 15 LESS THE NORTH 54.16 FEET, TRACTS 16 LESS THE NORTH 54.16 FEET, TRACTS 17 LESS THE NORTH 54.16 FEET, TRACTS 18 LESS THE NORTH 54.16 FEET, TRACTS 19 LESS THE NORTH 54.16 FEET, TRACTS 20 LESS THE NORTH 54.16 FEET, TRACTS 21 LESS THE NORTH 54.16 FEET, TRACTS 22 LESS THE NORTH 54.16 FEET, TRACTS 23 LESS THE NORTH 54.16 FEET, TRACTS 24 LESS THE NORTH 54.16 FEET, TRACTS 25 LESS THE NORTH 54.16 FEET, TRACTS 26 LESS THE NORTH 54.16 FEET, TRACTS 27 LESS THE NORTH 54.16 FEET, TRACTS 28 LESS THE NORTH 54.16 FEET, TRACTS 29 LESS THE NORTH 54.16 FEET, TRACTS 30 LESS THE NORTH 54.16 FEET, TRACTS 31 LESS THE NORTH 54.16 FEET, TRACTS 32 LESS THE NORTH 54.16 FEET, TRACTS 33 LESS THE NORTH 54.16 FEET, TRACTS 34 LESS THE NORTH 54.16 FEET, TRACTS 35 LESS THE NORTH 54.16 FEET, TRACTS 36 LESS THE NORTH 54.16 FEET, TRACTS 37 LESS THE NORTH 54.16 FEET, TRACTS 38 LESS THE NORTH 54.16 FEET, TRACTS 39 LESS THE NORTH 54.16 FEET, TRACTS 40 LESS THE NORTH 54.16 FEET, TRACTS 41 LESS THE NORTH 54.16 FEET, TRACTS 42 LESS THE NORTH 54.16 FEET, TRACTS 43 LESS THE NORTH 54.16 FEET, TRACTS 44 LESS THE NORTH 54.16 FEET, TRACTS 45 LESS THE NORTH 54.16 FEET, TRACTS 46 LESS THE NORTH 54.16 FEET, TRACTS 47 LESS THE NORTH 54.16 FEET, TRACTS 48 LESS THE NORTH 54.16 FEET, TRACTS 49 LESS THE NORTH 54.16 FEET, TRACTS 50 LESS THE NORTH 54.16 FEET, TRACTS 51 LESS THE NORTH 54.16 FEET, TRACTS 52 LESS THE NORTH 54.16 FEET, TRACTS 53 LESS THE NORTH 54.16 FEET, TRACTS 54 LESS THE NORTH 54.16 FEET, TRACTS 55 LESS THE NORTH 54.16 FEET, TRACTS 56 LESS THE NORTH 54.16 FEET, TRACTS 57 LESS THE NORTH 54.16 FEET, TRACTS 58 LESS THE NORTH 54.16 FEET, TRACTS 59 LESS THE NORTH 54.16 FEET, TRACTS 60 LESS THE NORTH 54.16 FEET, TRACTS 61 LESS THE NORTH 54.16 FEET, TRACTS 62 LESS THE NORTH 54.16 FEET, TRACTS 63 LESS THE NORTH 54.16 FEET, TRACTS 64 LESS THE NORTH 54.16 FEET, TRACTS 65 LESS THE NORTH 54.16 FEET, TRACTS 66 LESS THE NORTH 54.16 FEET, TRACTS 67 LESS THE NORTH 54.16 FEET, TRACTS 68 LESS THE NORTH 54.16 FEET, TRACTS 69 LESS THE NORTH 54.16 FEET, TRACTS 70 LESS THE NORTH 54.16 FEET, TRACTS 71 LESS THE NORTH 54.16 FEET, TRACTS 72 LESS THE NORTH 54.16 FEET, TRACTS 73 LESS THE NORTH 54.16 FEET, TRACTS 74 LESS THE NORTH 54.16 FEET, TRACTS 75 LESS THE NORTH 54.16 FEET, TRACTS 76 LESS THE NORTH 54.16 FEET, TRACTS 77 LESS THE NORTH 54.16 FEET, TRACTS 78 LESS THE NORTH 54.16 FEET, TRACTS 79 LESS THE NORTH 54.16 FEET, TRACTS 80 LESS THE NORTH 54.16 FEET, TRACTS 81 LESS THE NORTH 54.16 FEET, TRACTS 82 LESS THE NORTH 54.16 FEET, TRACTS 83 LESS THE NORTH 54.16 FEET, TRACTS 84 LESS THE NORTH 54.16 FEET, TRACTS 85 LESS THE NORTH 54.16 FEET, TRACTS 86 LESS THE NORTH 54.16 FEET, TRACTS 87 LESS THE NORTH 54.16 FEET, TRACTS 88 LESS THE NORTH 54.16 FEET, TRACTS 89 LESS THE NORTH 54.16 FEET, TRACTS 90 LESS THE NORTH 54.16 FEET, TRACTS 91 LESS THE NORTH 54.16 FEET, TRACTS 92 LESS THE NORTH 54.16 FEET, TRACTS 93 LESS THE NORTH 54.16 FEET, TRACTS 94 LESS THE NORTH 54.16 FEET, TRACTS 95 LESS THE NORTH 54.16 FEET, TRACTS 96 LESS THE NORTH 54.16 FEET, TRACTS 97 LESS THE NORTH 54.16 FEET, TRACTS 98 LESS THE NORTH 54.16 FEET, TRACTS 99 LESS THE NORTH 54.16 FEET, TRACTS 100 LESS THE NORTH 54.16 FEET, TRACTS 101 LESS THE NORTH 54.16 FEET, TRACTS 102 LESS THE NORTH 54.16 FEET, TRACTS 103 LESS THE NORTH 54.16 FEET, TRACTS 104 LESS THE NORTH 54.16 FEET, TRACTS 105 LESS THE NORTH 54.16 FEET, TRACTS 106 LESS THE NORTH 54.16 FEET, TRACTS 107 LESS THE NORTH 54.16 FEET, TRACTS 108 LESS THE NORTH 54.16 FEET, TRACTS 109 LESS THE NORTH 54.16 FEET, TRACTS 110 LESS THE NORTH 54.16 FEET, TRACTS 111 LESS THE NORTH 54.16 FEET, TRACTS 112 LESS THE NORTH 54.16 FEET, TRACTS 113 LESS THE NORTH 54.16 FEET, TRACTS 114 LESS THE NORTH 54.16 FEET, TRACTS 115 LESS THE NORTH 54.16 FEET, TRACTS 116 LESS THE NORTH 54.16 FEET, TRACTS 117 LESS THE NORTH 54.16 FEET, TRACTS 118 LESS THE NORTH 54.16 FEET, TRACTS 119 LESS THE NORTH 54.16 FEET, TRACTS 120 LESS THE NORTH 54.16 FEET, TRACTS 121 LESS THE NORTH 54.16 FEET, TRACTS 122 LESS THE NORTH 54.16 FEET, TRACTS 123 LESS THE NORTH 54.16 FEET, TRACTS 124 LESS THE NORTH 54.16 FEET, TRACTS 125 LESS THE NORTH 54.16 FEET, TRACTS 126 LESS THE NORTH 54.16 FEET, TRACTS 127 LESS THE NORTH 54.16 FEET, TRACTS 128 LESS THE NORTH 54.16 FEET, TRACTS 129 LESS THE NORTH 54.16 FEET, TRACTS 130 LESS THE NORTH 54.16 FEET, TRACTS 131 LESS THE NORTH 54.16 FEET, TRACTS 132 LESS THE NORTH 54.16 FEET, TRACTS 133 LESS THE NORTH 54.16 FEET, TRACTS 134 LESS THE NORTH 54.16 FEET, TRACTS 135 LESS THE NORTH 54.16 FEET, TRACTS 136 LESS THE NORTH 54.16 FEET, TRACTS 137 LESS THE NORTH 54.16 FEET, TRACTS 138 LESS THE NORTH 54.16 FEET, TRACTS 139 LESS THE NORTH 54.16 FEET, TRACTS 140 LESS THE NORTH 54.16 FEET, TRACTS 141 LESS THE NORTH 54.16 FEET, TRACTS 142 LESS THE NORTH 54.16 FEET, TRACTS 143 LESS THE NORTH 54.16 FEET, TRACTS 144 LESS THE NORTH 54.16 FEET, TRACTS 145 LESS THE NORTH 54.16 FEET, TRACTS 146 LESS THE NORTH 54.16 FEET, TRACTS 147 LESS THE NORTH 54.16 FEET, TRACTS 148 LESS THE NORTH 54.16 FEET, TRACTS 149 LESS THE NORTH 54.1

WILD WEST GENTLEMEN'S CLUB

3174 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33461

OWNER:
CLUB LAND LLC.
500 WINTHROP AVENUE SUITE A8
LANTANIA, FL 33462

CONTRACTOR:
**L & L INTERIOR AND
REMODELING INC.**
CARLOS M. GONZALEZ
2831 EXCHANGE COURT, SUITE A
WEST PALM BEACH, FLORIDA 33409
PHONE 561-945-8800 FAX 561-945-8801
WWW.L&LREMODEL.COM

PROJECT:
WILD WEST GENTLEMEN'S CLUB

OWNER:
CLUB LAND LLC.
500 WINTHROP AVENUE SUITE A8
LANTANIA, FL 33462

CONTRACTOR:
**L & L INTERIOR AND
REMODELING INC.**
CARLOS M. GONZALEZ
2831 EXCHANGE COURT, SUITE A
WEST PALM BEACH, FLORIDA 33409
PHONE 561-945-8800 FAX 561-945-8801
WWW.L&LREMODEL.COM

DATE: 4-30-2017

SCALE: AS NOTED

DRAWN: SCS

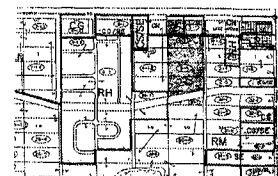
CHECKED: CMG/JPT

JOB NO.

REVISIONS **DATE**

FILE: L&L\PROJECTS\WILDWEST

SP-1



LEGAL DESCRIPTION

PALM BEACH PARISH (A), PLAT NO 7, TRACTS A AND B, OPEN TOB WENT 150 FEET, EAST 10
"WEST OF THE NORTH 45 DEGREE, SOUTH 20 DEGREE AND THE NORTH 10 FEET ROAD RIGHT OF
WAY, BLOCK A.

TRACTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 84

UNIMPL. 1.19 ACRES (147,477 SQUARE FEET) MUNK OR USR AND SURVEY BASEMENT
APPROXIMATE WAY OF RECORD

AREA BASED ON RECALLED DISTANCES, TOTAL AREA NOT SURVEYED

CERTIFICATION:

I HEREBY CERTIFY THAT THE FOREGOING AFFIDAVIT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE PROPERTY
 DATA SHOWN ON THE FOREGOING MAP, AND THAT THE SAME IS TO THE BEST OF MY KNOWLEDGE, BELIEF AND FAITH.

DATE 5/22/18 2018

[Signature]
 REGISTRAR OF DEEDS

[illegible]

FLOOD ZONE "B".
FEMA COMMUNITY PANEL
NUMBER 120102-0175-B
WEST PALM BEACH, FLO
MAP DATE: OCT. 16, 198

ADDRESS:
3174 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33481

[illegible]

THE LAKE WORTH HERALD

Published Once a Week
Lake Worth, Palm Beach County, Florida

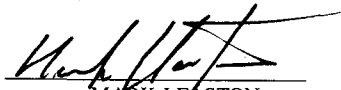
STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

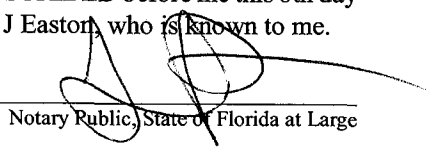
Notice of intent to hold a Public Hearing at 6:30 p.m. May 13 and June 12, 2014, in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider an application by Carlos Gonzalez, agent for owners, Club Land LLC and Seaglades Investment Company for a Site Plan Amendment (SPR14-04)

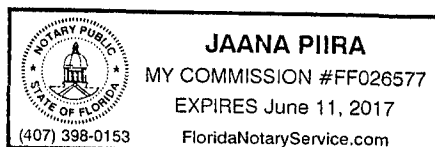
was published in said newspaper in the issue of
May 1, 2014.

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 8th day of May, 2014, by Mark J Easton, who is known to me.


Notary Public, State of Florida at Large



Legal Notice No. 27585

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, May 13, 2014 at 6:30 p.m. by Land Development Board
Thursday, June 12, 2014 at 6:30 p.m. by the Village Council
in the Village Hall Community Room at 226 Cypress Lane, Palm Springs
to consider:

An application submitted by Carlos Gonzalez, agent for the owners, Club Land LLC and Seaglades Investment Company, for a Site Plan Amendment (SPR14-04) to unify two separately owned parcels as one project through a Unity of Control, in which a portion of the vacant parcel directly to the south of Wild West Club at 3174 Lake Worth Road will be permanently used as overflow parking.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office.

If a person decides to appeal any decision made by the above Boards with respect to any matter considered at such hearings, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA
Virginia M. Walton, MMC, Village Clerk

Publish: The Lake Worth Herald
May 1, 2014

Lake Worth Herald Press, Inc.

130 South H Street
Lake Worth, FL 33460-4431

Phone #: 561-585-9387

Invoice

DATE 5/1/2014 INVOICE # L27585

BILL TO:

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

Col. Inches	DESCRIPTION	RATE	AMOUNT
3.75	- Legal #27585 - Public Hearing Notice - Carlos Gonzalez	20.20	75.75

TOTAL: \$75.75

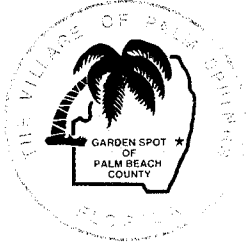
TERMS Due on receipt

APPROVAL #

Please refer to invoice number(s) when making payments.

We also accept VISA, MasterCard, Discover and American Express. If you wish to pay by credit card, or if you have billing questions, please call our bookkeeper, Sharyn, at 561-543-9980.

rec'd
5/5/14



Village of Palm Springs

Executive Brief

AGENDA DATE: June 12, 2014

DEPARTMENT: Land Development

ITEM#: Resolution No. 2014-26 - Site Plan Amendment – Wild West – Lake Worth Rd

SUMMARY: Mr. Carlos Gonzalez, agent for the owners, Club Land LLC and Seaglades Investment Company, has submitted a site plan amendment request to recognize the existing adult entertainment establishment and its adjacent off-site parking area as a single “project” despite separate ownerships

On July 26, 2012, Club Land, LLC and Seaglades Investment Company entered into a temporary use permit for the purpose of off-site parking to serve the needs of the Wild West business. This temporary use permit expires July 25, 2014 and cannot be renewed, thereby necessitating this proposed site plan amendment.

The proposed site plan amendment adjoins the parcels to create an on-site parking arrangement for the club. The parcels will be unified through a recorded Unity of Control instrument if approved by the Village Council.

The Land Development Board heard this item at their May 13, 2014 meeting and recommended approval to the Village Council.

See the attached staff report for additional information.

FISCAL IMPACT: The proposal is not expected to affect the Village’s property tax revenue since the improvements are existing.

ATTACHMENTS:

1. Staff Report
2. Aerial Map
3. Plans
4. Declaration of Unity of Control



Village of Palm Springs

"a great place to call home"

226 Cypress Lane • Palm Springs, Florida 33461-1699
561.965.4010 • Fax 561.965.0899

June 13, 2014

Carlos Gonzalez
2831-A Exchange Court
West Palm Beach, FL 33409

Re: Approval of Amendment to Site Plan
Wild West

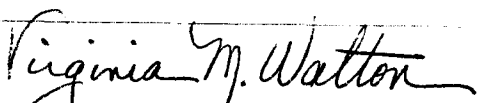
Dear Mr. Gonzalez:

At their Regular Council Meeting on June 12, 2014, the Mayor and Village Council adopted Resolution No. 2014-26, approving an amendment to Site Plan (SPR 14-04) to unify two separately owned parcels as one project through a Unity of Control for an off-site parking area for Wild West Cabaret located at 3174 Lake Worth Road.

Enclosed are a signed copy of Resolution No. 2014-26, for your records.

Should you have any questions, please contact Kim Glas-Castro, Interim Land Development Director, or Planner Lauren McClellan at 561-965-4016.

Sincerely,


Virginia M. Walton, MMC
Village Clerk

Enclosures

Cc: Kim Glas-Castro, Interim Land Development Director



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Administration

ITEM #9: Approve Firm Rankings & Authorize Agreement for Professional Services - RFP 2022R-003 - Police Department Expansion Construction Manager at Risk (FY2023 Proposed Budget Funding)

SUMMARY: On May 19, 2022, the Village issued a Request for Proposals (RFP) for the Construction Manager at Risk Services (RFP 2022R-003). The purpose of this RFP was to award one company with a contract to provide the Village with pre-construction and construction services for the expansion of the police department building.

As a result, the Village received five (5) responses:

- Di Pompeo Construction Corporation – Pompano Beach, Florida
- Hedrick Brothers Construction – West Palm Beach, Florida
- Kaufman Lynn Construction – Delray Beach, Florida
- Pirtle Construction Company – West Palm Beach, Florida
- Sisca Construction Services, LLC. – West Palm Beach, Florida

The seven members of the Construction Manager at Risk Evaluation Committee, appointed by the Village Manager, included representatives from the Police Department, Public Services, Finance, and the Planning, Zoning & Building Department, met on August 5, 2022, to review each submittal. Each firm's response was evaluated and scored based on:

- Related Building Experience
- The Volume of Previous Work
- Pre-Construction Services Staff
- Construction Services Staff
- Location of Firm's Offices

Based on the collective scoring of the proposal packages, the Committee unanimously determined that the top three (3) ranked firms should be invited to do a presentation and interview for the Evaluation Committee before final selection. Each firm could present relevant qualifications followed by a question and answer period.

The three firms selected were:

- Hedrick Brothers Construction – West Palm Beach, Florida

- Kaufman Lynn Construction – Delray Beach, Florida
- Pirtle Construction Company – West Palm Beach, Florida

Interviews with the three (3) firms were scheduled by the Procurement Specialist to take place on August 22, 2022. Hedrick Brothers Construction and Pirtle Company Construction withdrew their bid proposal. Ultimately, this left Kaufman Lynn Construction as the only firm that provided a presentation. Based on the total score and ranking from the qualification package and interviews, the Committee selected Kaufman Lynn Construction as the firm to recommend to the Village Council for approval to enter contract negotiation.

Note: All meetings were properly advertised, and the Palm Beach County Inspector General's Office was notified as required by PBC Code Sec. 2-423(8) – ARTICLE XII. INSPECTOR GENERAL.

The Village has not worked with Kaufman Lynn Construction previously; however, staff has received positive feedback from the various references that were provided, and the Village has worked with the proposed team companies.

The staff is recommending that the Village Manager (or their designee) be authorized to negotiate with Kaufman Lynn Construction and bring back an Agreement for Construction Manager at Risk services for Village Council consideration at an upcoming meeting.

FISCAL IMPACT:

Funding to support a Construction Manager at Risk will be included in the total construction costs for the Police Department Expansion. The proposed FY2023 budget includes up to \$6 million of infrastructure surtax dollars as partial funding for this project. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. RFP 2022R-003 Proposal Package for Construction Manager at Risk
2. RFP 2022R-003 Employee Committee Members
3. Construction Manager at Risk - Submitted Proposals Log
4. RFP 2022R-003 - Kaufman Lynn Construction
5. RFP 2022R-003 Selection Committee Shortlist Tabulation Sheet (first meeting results)
6. RFP 2022R-003 Selection Committee Final Tabulation Sheet (second meeting results)
7. Self-Withdrawal of Firms



**REQUEST FOR
PROPOSALS (RFP)**

**CONSTRUCTION
MANAGER (CM) AT
RISK SERVICES
FOR
POLICE DEPARTMENT
EXPANSION
TASK ORDER #269**

REQUEST FOR PROPOSALS # 2022R-003

TABLE OF CONTENTS

REQUEST FOR PROPOSALS

Introduction to Project

Section A Instructions to Respondents (including Proposal Submittal Requirements)

Section B Criteria for Shortlisting and Final Selection of Firms

Section C Equal Business Opportunity (EBO) Program

Section D Terms and Conditions

Section E Award of Contract

Section F Time

Section G Required Forms

ATTACHMENTS

Attachment A Proposal Certification Form

Attachment A-1 Addendum to Proposal Certification Form

Attachment B Volume of Previous Work Form

Attachment C Certification of Business Location Form

Attachment D Conflict of Interest Disclosure Form

Attachment E Sample Contract

**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER AT RISK
POLICE DEPARTMENT EXPANSION**

INTRODUCTION

The Village of Palm Springs is soliciting Proposals (“Responses”) for Construction Management services consisting of pre-construction services, developing a Guaranteed Maximum Price (GMP), and construction of the Police Department Expansion project located at 230 Cypress Lane in the Palm Springs Municipal Complex (the “Project”). The Project includes, but is not limited to the construction of an approximately 14,000 square foot two (2) story building; the renovation and hardening of the existing one (1) story PD building; and all associated site improvements including sufficient public and secured parking, access roads, drainage, utility infrastructure, etc.

The selected Construction Management firm will function as a general contractor responsible for publicly bidding trade contracts, all scheduling and coordination of the Project, and the successful, timely, and economical completion of the Project. The selected Construction Manager (CM) will provide preconstruction and construction services and will be responsible for construction pursuant to a contractually guaranteed maximum price.

Construction work is scheduled to start in April 2023 and continue through the various phases with an anticipated completion date in April 2024. Preliminary construction cost is estimated at \$ \$10 Million.

***Non-Mandatory Pre-Proposal Conference.** Proposers are invited to attend a non-mandatory pre-proposal conference to be held on June 1st, at 10:00 A.M. at the following location: Village of Palm Springs Council Chambers at 226 Cypress Ln, Palm Springs, Fl. 33461*

A. INSTRUCTIONS TO RESPONDENTS

- 1. Submission of Responses.** Firms desiring to provide services as described herein, shall submit their response to this RFP in a sealed envelope with one original (clearly marked), six (6) copies (a total of 7 copies), and one copy on electronic media. **Responses must be received no later than 2:00 P.M., local time, June 21, 2022**, to the attention of:

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

2. **Identification of Responses.** Respondents must indicate on their response envelope the following:
- RFP # 2022R-003, CM @ Risk for Police Department Expansion
 - Date Of Submittal
 - Name Of Respondent
 - Return Address of Respondent
3. **No Late Responses.** The time and date for receipt of responses will be scrupulously observed. The respondent shall assume full responsibility for timely delivery at the location designated for receipt of responses. The time/date stamp clock in the Village Clerk's office at Village Hall, 226 Cypress Lane, shall serve as the official authority to determine timeliness of the response. Responses received after the specified time and date shall be returned unopened. All responses will be opened and reviewed at a later date by the Village's selection committee.
4. **Questions.** Questions concerning this Request for Proposal must be directed in writing no later than June 10, 2022, at 5:00 P.M. current local time, to the Procurement Specialist, Theresa Gonzalez, via email at procurement@vpsfl.org. Include "CM @ Risk RFP PD Expansion" in the subject line of the e-mail.
5. **Addenda to RFP.** No oral interpretation of this RFP shall be considered binding. The Village will be bound by information and statements only when such statements are written and executed under the authority of the Village Clerk. Any interpretation, clarification, correction, or change to this RFP will be made only by Addendum. As they are issued, all Addenda to this RFP will be posted under the applicable solicitation on the Village's website and on DemandStar. Interpretations, corrections or changes made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes. It is the sole responsibility of the proposer to routinely check DemandStar for any Addenda that may have been issued prior to the deadline for receipt of proposals. The Village shall not be responsible for the completeness of any RFP package not downloaded from DemandStar.
6. **Addenda Must Be Acknowledged.** Prior to submission of its Proposal, each Proposer shall ascertain that it has received all Addenda issued. The Proposer shall acknowledge receipt of all Addenda by completing the acknowledgment space provided on the Proposal Certification Form (**Attachment A**).
7. **Proposal Submittal Requirements.**
- a. **Proposal Contents.** The contents of the proposal submitted by the successful Respondent will become part of the contractual obligations of any subsequent contract.
 - b. **Staffing.** It shall be understood that it is the intent of the Village to insist that those indicated as a part of the Construction Manager's team in the proposal actually execute this Project and that the Project Manager for the Construction Manager be continually involved with this Project during the pre-construction and construction phases, unless agreed to the contrary in writing by Village, or their employment with Construction Manager is terminated.

- c. **Required Information.** Respondents must submit this required information. **Failure to submit the required information or to completely fill out any of the required forms may result in the rejection of the proposal.** Proposals shall be compiled and tabbed in the order listed below, shall include a Table of Contents and hard copies shall be bound or placed in a three-ring binder.

1) Table of Contents

- 2) Letter of Intent from a Surety Company** indicating the Respondent's bondability for this Project under any subsequent contract. The surety shall acknowledge that the firm can be bonded for a project with a potential construction cost of \$10 Million. The surety company shall be currently listed with the United States Treasury for an amount greater than \$50 Million.

3) Proposal Certification Form (Attachment A).

4) Addendum to Proposal Certification Form (Attachment A-1)

- 5) Related Experience:** List projects which best illustrate the experience of the firm and staff which will be assigned to this Project under a subsequent contract. The project list should emphasize the successful completion of projects comparable in design, type and scope to this Project. List no more than ten (10) projects, and do not list projects which were completed more than ten (10) years ago. Provide the following information for each project in this list:

- i. Name and location of the project.
- ii. The nature of the firm's responsibility on the project including project delivery method.
- iii. Provide the name, address, phone number, and e-mail address of an Village's representative and architect's representative who can be contacted to provide a reference.
- iv. Size of project (square footage of project).
- v. Construction cost.
- vi. Present status of the project; date project was completed or is anticipated to be completed.
- vii. Key professionals involved on the listed projects who would be assigned to this Project under any subsequent contract.

Provide a secondary list of all projects in Florida which exceed \$5 Million in cost, started in the past 5 years with project name, project owner and contact, location, and construction cost.

- 6) **Claims and Litigation History:** List all claims, arbitrations, administrative hearings, lawsuits or criminal proceedings brought by or against firm during the last ten (10) years. The list shall include the name of the project over which the dispute arose, a description of the amount in dispute and the subject matter of the dispute. Do not list workers comp claims.
- 7) **Pre-Construction Services Staff:** Includes management, technical and support staff. Provide a project organizational chart that could be used for this Project. Give a brief resume of key persons to be assigned to this Project under any subsequent Contract including, but not limited to:
- i. Name and title.
 - ii. Current project assignments.
 - iii. How many years with this firm? Other firms?
 - iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment.
 - v. Education and Registrations.
 - vi. Other experience and qualifications that are relevant to this Project.
 - vii. Present office location.
- 8) **Construction Services Staff:** Provide an organizational chart and resumes of the key on-site staff which may be assigned to this Project under any subsequent contract including, but not limited to:
- i. Name and title.
 - ii. Current project assignments and percentage of time for each.
 - iii. How many years with this firm? Other firms?
 - iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment.
 - v. Education and Registrations.
 - vi. Other experience and qualifications that are relevant to this Project.
- 9) **Project Management Services:** Describe the capabilities of your firm to provide the technical services required for: Design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, quality control (design and construction), establishing a Guaranteed Maximum Price, cost control, claims management, reporting systems and project close-out.
- 10) **Volume of Previous Work Form (Attachment B)**
- 11) **Location of Firm's Offices:** Provide address of each office from which staff may be assigned to this Project, and list total number of employees by job function in each office, include:

- i. Certification of Business Location Form (**Attachment C**)
- ii. Business Tax Receipt from the Palm Beach County Tax Collector
- iii. Business License from Village of Palm Springs

12) Conflict of Interest Disclosure Form (Attachment D) completed and signed by the Proposer.

13) Other information that may be appropriate.

Proposer can request fillable pdfs or Word versions of many of these required forms by emailing procurement@vpsfl.org or by phone (561) 584-8200. Include the words “CM @ Risk - Police Department Expansion” in the subject line of the e-mail.

B. CRITERIA FOR SHORTLISTING AND FINAL SELECTION OF FIRMS

1. **Short List Committee.** A Short List Committee will review and evaluate a firm’s proposal based upon the criteria set forth below. At least three firms will be short-listed.
2. **Final Selection Committee.** The short-listed firms will make presentations to and be interviewed by a Final Selection Committee. The final selection committee will evaluate a firm’s proposal and presentation based on the criteria set forth below.
3. **Scoring.** Each criteria will be scored and when the scores awarded for all criteria are totaled, the scores will be tabulated and added to achieve the total points awarded to each firm. The total points awarded to each firm will be ranked with the highest point total ranked 1, the next highest points total ranked 2, etc. The ranking of each firm will be tabulated from each committee member and combined with other committee members to determine the total score for the firm.
4. **Evaluation Criteria.** Proposals that are determined to be responsive to this RFP, will be evaluated by the Village’s selection committees based on the following criteria:

SHORT-LIST SELECTION CRITERIA (Qualifications Based Selection Process)	POINT VALUE
1. Related Building Experience – Areas of Consideration: Successful completion of projects comparable in design, type and scope; Recommendation of previous Owners and Architects; Other similar factors including litigation history	30
2. Volume of Previous Work – amount of CM @ Risk work awarded in the past seven (7) years with police, fire, and sheriff type facilities.	25
3. Pre-Construction Services Staff – Areas of Consideration: General and specific project related capability of Proposer’s pre-construction services staff including depth and abilities of the organization which it can draw upon as needed; includes management, technical and support staff	25
4. Construction Services Staff – Areas of Consideration: Ability and experience of the proposed construction services staff with specific emphasis on project related experiences. Construction Services Staff – Areas of Consideration: Ability and experience of the proposed construction services staff with specific emphasis on project related experience	15
5. Location of Firm’s Offices where work will be accomplished	5

FINAL SELECTION CRITERIA (Qualifications Based Selection Process)	POINT VALUE
1. Qualifications of the Firm – Areas of Consideration: Successful completion of similar projects using the Construction Management process; Recommendation of previous Owners and Architects; Other similar factors including litigation history	30
2. Volume of Previous Work – amount of CM @ Risk work awarded in the past seven (7) years with police, fire, and sheriff type facilities.	25
3. Proposed Project Staff and Functions – Areas of Consideration: The Project Management team's experience with similar projects, with public projects, and overall Construction Management experience; Recommendations from previous Owners and Architects	20
4. Comprehensive Project Management Services – Areas of Consideration: ability and history of the firm and its staff to deliver projects using effective management tools and techniques; firm's scheduling system and cost control system including methods for assuring subcontractors' adherence to schedule; ability of firm to hold to original schedules and budgets; firm's approach to establishing a Guaranteed Maximum Price including methods of Cost Control and Reporting Systems	20
5. Location of Firm's Offices where work will be accomplished	5

C. Not Used

D. TERMS AND CONDITIONS

- Rejection of Proposals; Waiver of Irregularities.** The Village reserves the right to reject any and all Proposals, and/or to re-advertise, to waive any irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Proposer, to disregard all non-conforming, non-responsive, unbalanced or conditional Proposals, or to accept any Proposal which in the Village's sole judgment will best serve the public interest.
- Withdrawal of Responses; Clarifications.** Any response may be withdrawn until the date and time set above for submission of the responses. A response to this RFP does not constitute a bid, therefore the Village reserves the right to request clarification on information submitted from one or more respondents after the deadline for receipt of responses.
- Costs of Preparation; Ownership of Documents.** Costs of preparation of a response to the RFP are solely those of the Respondent and the Village assumes no responsibility for any such costs incurred by the Respondent. All responses shall become the property of the Village of Palm Springs.
- Limitation.** The Respondent understands that the RFP does not constitute an agreement or contract with the Respondent, and no contract rights or remedies shall be deemed to have accrued to Respondent herewith.
- Disqualification.** Any Respondent who submits in its Proposal any information that is determined by the Village, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.
- Due Diligence of Proposer; Non-responsive Proposals.** Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Failure of any Respondent to comply with this RFP may render the response non-responsive and ineligible from further consideration.

7. **Contractor's Licenses Required.** The Construction Manager and its subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the issuance of the Notice to Proceed. The Respondent is required to have an active State General or Builders Contractor License at time of Proposal submittal. Any Proposal which is submitted by a contractor who is not properly licensed at the time the Proposal is submitted will be rejected as non-responsive.
8. **Business License.** The Construction Manager, subcontractors of any tier, and specialty contractors must have a valid Palm Beach County occupational license and Village of Palm Springs business tax receipt, except where provisions of F.S. 205.065 apply.
9. **Criminal History Records Check.** The Construction Manager's employees and subcontractors' employees are subject to the Palm Beach County Criminal History Records Check Ordinance, Sections 2-371 through 2-377 of the Palm Beach County Code (Code) and will be required to undergo a criminal history record check in order to be granted access to Critical Facilities or Police Department Facilities as those terms are defined in the Code.
10. **Not Used.**
11. **Respondent's Representations. Each Respondent by making its proposal represents that:**
- a. **Public Entities Crimes/Convicted Vendor List.** As provided in Florida Statutes 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal or entering into a subsequent contract or performing any work in furtherance thereof, the Construction Manager certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform thereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).
- b. **Not Used.**

- c. **No Collusion; No Conflicts.** The Respondent does hereby declare that it is a genuine Proposal not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; that the Proposal is in all respects fair and without collusion, fraud, or mental reservations; that no official of the Village or any person in the employ of the Village is directly or indirectly interested in said Proposal or in the supplies or work to which it relates, or in any portion of the profits thereof; and that Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Village.

12. **Lobbying**

- a. **Not Used.**
- b. **Cone of Silence.** "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village between:
1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and
 2. Any council member; any member of the selection committee; the village manager; or, any village employee authorized to act on behalf of the village to award or recommend award of a particular purchase.

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that the Village Council, or the Village Manager or a designated Village staff member authorized to act on behalf of the Council, awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable. Any and all communications during the "Cone of Silence" shall be directed to the Procurement Specialist. (See Village of Palm Springs code section 58-5 (5) Cone of Silence).

13. **Bond and Insurance Requirements**

- a. **Public Construction Bond.** Within 5 days of Village's acceptance of Guaranteed Maximum Price, the Construction Manager shall furnish to Village, on forms provided by Village the following:
- 1) Public Construction Bond in the Amount of 100% of the GMP Price.
 - 2) Form of Guarantee

Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Construction Manager and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.

- b. Insurance Requirements.** At the time of Contract execution, the Construction Manager shall furnish to the Village certificates of insurance evidencing the existence of current, valid, and binding insurance policies for the limits and coverage in accordance with the requirements delineated in the General Conditions, where such insurance is to be provided by Construction Manager, or as otherwise modified within the Contract Documents, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to the Village.

- 14. Village Standard Contract Required.** The selected firm will be expected to execute the Village's standard contract for Construction Management Services including General Conditions to the Contract. A sample contract is attached as Attachment E. The sample contract is for informational purposes only at this time and is not to be returned with the proposal.

- 15. Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Village contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants, contractors and parties doing business with the Village and receiving Village funds shall fully cooperate with the Inspector General including receiving access to records relating to this RFP or any resulting contract.

E. AWARD OF CONTRACT

- 1. Notification of Intent to Recommend Award.** Proposers will be notified of the intent to recommend award and the notification will be posted for 5 business days at the location where proposals are received.
- 2. Right of Appeal/Protest.** Protest procedures are provided in the Palm Springs Purchasing Code. Protests must be submitted in writing, addressed to the Village Clerk, Village Hall, 226 Cypress Lane, Palm Springs, FL 33461 via hand delivery or mail. The protest must identify the solicitation, specify the basis for the protest, and be received by the Village Clerk within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Finance Department. Failure to file a protest as outlined in the Village Purchasing Code shall constitute a waiver of proceedings under the Village Code.
- 3. Not Used.**

4. **Negotiations.** The Village will conduct negotiations with the highest ranked Respondent to determine the fee and other requirements. However, if an agreement is not reached with the top ranked Respondent, negotiations will be terminated and the Village will move to the second ranked Respondent to attempt to reach agreement. If an agreement cannot be reached with the second ranked Respondent, the Village will move to the third ranked Respondent.
5. **Cancellation of Recommended Award.** The Village reserves the right to cancel the recommended award of any Contract at any time before the execution of said Contract by all parties without any liability against the Village. The Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the Village exercises its rights provided for in this subsection.

F. TIME

Time is of the essence in all contract documents. The successful Respondent, shall enter into a Contract with the Village, shall commence the work to be performed under the Contract on the date set by the Village in the written notice to proceed, and shall continue the work with due diligence and shall achieve timely substantial and final completion of the Project.

G. REQUIRED FORMS

Attachment A Proposal Certification Form
Attachment A-1 Addendum to Proposal Certification Form
Attachment B Volume of Previous Work Form
Attachment C Certification of Business Location Form
Attachment D Conflict of Interest Disclosure Form

**RFP ATTACHMENT ‘A’
PROPOSAL CERTIFICATION FORM
CM SERVICES FOR
POLICE DEPARTMENT EXPANSION
TASK ORDER #269**

(proposer must complete, sign and return with proposal)

I hereby certify that I am submitting my company’s proposal and understand that by virtue of executing and returning with this proposal this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that proposer has received and understands all addendums issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____

PROPOSER (firm name): _____

FIRM ADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: _____

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

RFP ATTACHMENT 'A-1'
ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

The Proposer shall select the appropriate box:

_____ Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

_____ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

RFP ATTACHMENT 'B'
VOLUME OF PREVIOUS WORK FORM
(both Public and Private Sector)

Firm Name: _____

Date: _____

Year (list previous 6 years)	Dollar Amount of CM Contracts Awarded (Min \$5 Mil)
Year 1: 20__	\$
Year 2: 20__	\$
Year 3: 20__	\$
Year 4: 20__	\$
Year 5: 20__	\$
Year 6: 20__	\$
TOTAL	\$

The Volume of Previous Work calculation shall be based only on CM contracts of the firm awarded or funded as of the submittal date (hard bid awards are not included). CM work for which a firm has been selected but a contract has not yet been awarded shall not be included in the calculation.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ **DATE:** _____

RFP ATTACHMENT 'C'
CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

_____ **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

_____ Physical address within Village of Palm Springs limits
_____ Physical address outside of Village of Palm Springs but within Palm Beach County
_____ Physical address within the State of Florida

_____ **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] _____ as
[Title:] _____ of [Name of Firm:] _____

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

(Signature)

(Date)

RFP ATTACHMENT 'D'
CONFLICT OF INTEREST DISCLOSURE FORM

CONTRACTOR/SUBCONTRACTOR represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the VILLAGE, except as follows:

(Attach additional sheets as needed.)

CONTRACTOR/SUBCONTRACTOR further represents that no person having any interest shall be employed for said performance. By signing below, **CONTRACTOR/SUBCONTRACTOR** certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence **CONTRACTOR's/SUBCONTRACTOR's** judgment or quality of services being provided to the VILLAGE.

CONTRACTOR/SUBCONTRACTOR shall promptly notify the VILLAGE in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence **CONTRACTOR's/SUBCONTRACTOR's** judgment or quality of services being provided to the VILLAGE. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that **CONTRACTOR/SUBCONTRACTOR** may undertake and request an opinion of the VILLAGE as to whether the association, interest or circumstance would, in the opinion of the VILLAGE, constitute an unacceptable conflict of interest if entered into by the **CONTRACTOR/SUBCONTRACTOR**.

If, in the sole opinion of the VILLAGE, the prospective business association, interest or circumstance of **CONTRACTOR/SUBCONTRACTOR** would constitute an unacceptable conflict of interest to the VILLAGE, the VILLAGE shall so state in the notification and the **CONTRACTOR/SUBCONTRACTOR** shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) _____, as
(Title/Position:) _____ of (Name of Firm:) _____
who hereby certifies that any misrepresentation by the **CONTRACTOR/SUBCONTRACTOR** on this Disclosure is considered an unethical business practice and is grounds for sanctions against future VILLAGE business with the **CONTRACTOR/SUBCONTRACTOR**.

Signature

Date

RFP ATTACHMENT ‘E’ SAMPLE CONTRACT
(for informational purposes do not return with proposal)

CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

This Contract is between **VILLAGE OF PALM SPRINGS**, a political subdivision of the State of Florida, hereinafter referred to as “**Village**” and _____, Federal Tax ID Number _____ hereinafter referred to as the “**Construction Manager**” or “**CM**”.

WITNESSETH:

That the said Construction Manager having been awarded the Contract for the:

CM @ RISK SERVICES for Project Name: _____ **Project #** _____

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Construction Manager hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, and within the time limit specified in the Contract Documents.

The parties agree that the Contract Documents consist of the following documents that are incorporated herein by reference:

- The Contract and any approved amendments (when executed);
- Special Conditions;
- General Conditions to the Contract;
- Work Authorizations, GMP Amendment/Work Orders and any Change Orders thereto;
- Public Construction Bond and Form of Guarantee;
- Insurance Certificates;
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto (the Construction Documents);
- Request for Proposal (RFP) and Construction Manager’s Proposal;

ARTICLE 1

GENERAL TERMS

1.1 Definitions. Terms used in this Contract shall have the following meanings:

1.1.1 “Amendment” means a written instrument approved and executed by the parties that modifies the Contract.

1.1.2 “Architect” means the Architect/Engineer of Record for the Project which will be designated in the special conditions to this Contract.

1.1.3 Reserved.

- 1.1.4 “Basic Services”** means the services described in Article 2 of this Contract.
- 1.1.5 “Change Order”** means written orders to the Construction Manager for any changes in accordance with GC 65 of the General Conditions.
- 1.1.6 “Construction Contingency” or “Contingency”** means the amount agreed upon in the GMP Amendment for Construction Manager’s use in accordance with Section 6.3.
- 1.1.7 “Construction Documents”** means the technical specifications, design documents whether preliminary or final, architectural drawings, construction drawings, plans, addenda and Change Orders for the Project.
- 1.1.8 “Construction Manager’s Fee” or “CM Fee”** has the meaning set forth in Section 6.4 hereof.
- 1.1.9 “Construction Schedule” or “Master Project Schedule”** has the meaning set forth in Section 1.6.
- 1.1.10 “Construction Team”** means the Village, the Architect and the Construction Manager.
- 1.1.11 “Contract”** means the Contract as defined on page one hereof.
- 1.1.12 “Contractor” or “Construction Manager” or “CM”** the terms will be used interchangeably and means the company named in the initial paragraph of page one of this Contract
- 1.1.13 “Contract Sum”** means Guaranteed Maximum Price for the Project, and the terms will be used interchangeably.
- 1.1.14 “Contract Time”** means, collectively and subject to modification by Change Order, the dates established pursuant to the Contract Documents for Construction Manager to achieve Substantial Completion, final completion and all other interim milestone dates.
- 1.1.15 “Cost of the Work”** has the meaning set forth in Section 8.1.
- 1.1.16 Reserved.**
- 1.1.17 Reserved.**
- 1.1.18 “Guaranteed Maximum Price” or “GMP”** the terms will be used interchangeably, means the amount calculated for the Project in accordance with Article 6 hereof and accepted by the Village.
- 1.1.19 “GMP Amendment”** means an amendment to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for the Project; the GMP Amendment may be issued as a Village Directive or an Amendment depending on the value thereof.
- 1.1.20 “Liquidated Damages”** has the meaning set forth in GC 79 of the General Conditions.
- 1.1.21 “Village”** means Village of Palm Springs.
- 1.1.22 “Preconstruction Services Fee”** has the meaning set forth in Section 7.1.1.

1.1.23 Reserved.

1.1.24 “Subcontractor” means Trade Contractor, and the terms will be used interchangeably.

1.1.25 “Trade Contractor” means the Subcontractors hired by the CM to perform the Work for the Project.

1.1.26 “Work” means all the preconstruction, the construction and other services required by the Contract and includes all labor, materials, equipment, supervision and services provided by the Construction Manager to fulfill its obligations under the Contract for the Project.

1.1.27 “Work Order” means an Amendment to the Contract that authorizes construction services for the Project.

1.1.28 “Work Authorization” means an Amendment to the Contract that authorizes pre-construction services for the Project.

1.2 Standard of Performance. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Village and Architect in furthering the interests of the Village. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Village.

1.3 The Construction Team. The Construction Manager, the Village, and the Architect (the "Construction Team") will cooperate together through construction completion for the Project. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Village liable for the acts or deeds of the Construction Manager.

1.4 General Warranties. By execution of this Contract, the Village and Construction Manager each represent and warrant to the other that they are authorized to enter into this Contract and that this Contract represents such party's legal, valid and binding obligation, enforceable according to the terms thereof.

1.5 Construction Manager’s Warranties. Construction Manager covenants, represents and warrants to Village that:

It is a business organization duly organized, validly existing and in good standing under the laws of the State of Florida, having full power and authority to engage in the business it presently conducts and contemplates conducting, and is and throughout the Work will be duly licensed or qualified and in good standing under the laws of said jurisdiction;

It has the required authority, ability, skills and capacity to perform, and shall perform, the Work in a manner consistent with sound engineering and construction principles, project management and supervisory procedures, and reporting and accounting procedures;

The execution, delivery and performance of this Contract will not conflict with any applicable laws or with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;

It has knowledge of all the applicable laws in effect on the effective date of the Contract and of all business practices in the jurisdiction within which the Work is located that must be followed in performing the Work.

1.6 Time is of the Essence.

Time is of the essence in this Contract, and the Construction Manager agrees to promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to the Village.

Construction Manager acknowledges and recognizes that the Work for the Project must be performed in accordance with the Construction Schedule developed for the Project in accordance with Article 5 hereof and General Condition 47 of the Contract.

By signing this Contract, the Construction Manager agrees to the assessment of Liquidated Damages as provided in Article 5 hereof.

In agreeing to bear the risk of delays for completion of the Work, except for extensions approved in accordance with the Contract, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a materialman or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the Village for consideration of an extension in accordance with the General Conditions of the Contract.

1.7 Complete Functional Project. It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or not specifically called for. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of performance of the Work and Construction Manager shall comply therewith. The Village shall have no duties other than those duties and obligations expressly set forth within the Contract.

1.8 Governing Order. The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Construction Manager. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

1. This Contract and any Amendments to this Contract including Work Authorizations, GMP Amendment/Work Orders and Change Orders thereto
2. Special Conditions
3. General Conditions
4. Insurance Certificates, Public Construction Bond and Guarantee
5. The Construction Documents (when approved)
6. The RFP
7. The Construction Manager's Proposal

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then the Village shall resolve the conflict in any manner which is acceptable to the Village, and which comports with the overall intent of the Contract.

1.9 Extent of Agreement. The Contract represents the entire agreement between the Village and the Construction Manager and supersedes all prior negotiations, representations or agreements. This Contract may be amended only by written instrument signed by the Village and the Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S BASIC SERVICES

2.0 Phases. The Construction Manager's Basic Services under this Contract include preconstruction phase services and construction phase services for the Project.

2.0.1 CM's Project Manager. Unless agreed to the contrary in writing by the Village, the Construction Manager shall provide continuity in the assignment of the Construction Manager's Project Manager during the pre-construction and construction phases for the Project.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Village and Architect in maintaining the project budget and project scope for the Project. The Construction Manager shall perform the following pre-construction services:

2.1.1 Design Team Meetings. CM shall meet with the Architect and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of the Project.

2.1.2 Reports Required. CM shall provide preconstruction deliverables consisting of 3 copies (1 electronic copy) of reports at schematic design, 100% design development, 50% Construction Documents, and 95% Construction Documents together with a Guaranteed Maximum Price proposal for the Project. The reports shall include a complete discussion and summary of the services provided in accordance with the following subparagraphs including the schedule and a detailed cost estimate.

2.1.3 Design Reviews. CM shall review designs during their development as to constructability, including without limitation bringing to the Village's and Architect's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the Village and the Architect. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the Construction Manager's in-depth study/research; and, (3) written recommendations for addressing the issue. CM

shall proactively advise the Architect with regard to the most effective approach for designing the Project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. CM shall provide recommendations on relative feasibility of construction methods; compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Village's design objectives. CM shall conduct the comparisons and reviews required by General Condition (GC) 19.

2.1.4 Construction Feasibility Meetings. CM shall attend regularly scheduled meetings with the Architect and consultants to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written recommendations on construction feasibility.

2.1.5 Value Analysis. After a complete review of the Schematic Design Phase, CM shall evaluate the design and obtain an understanding of the intent of the Village and Architect, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the Architect and Village. All recommendations shall be in writing and must be fully reviewed with the Architect and approved by the Village prior to implementation.

2.1.5.1 Value Analysis Includes Operational Costs. Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis, as may be required, to assist the Architect to achieve an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule.

2.1.6 Schedules. CM shall provide, for the Architect's and the Village's review and acceptance, a schedule that details the Construction Manager's services, with the anticipated Construction Schedules for the Project. The Construction Manager shall update such schedule periodically, as required, but not more frequently than once per month.

2.1.7 Cost Estimates. Based on design documents, CM shall prepare for the Village's approval a detailed estimate of construction cost, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect. CM shall update and refine this estimate as the Architect prepares each design phase of the Project (DDs, CDs). CM shall advise the Village and the Architect if it appears that the construction cost may exceed the project budget. CM shall make recommendations for corrective action.

2.1.8 Specification Review. The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect in writing upon observing any known features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

2.1.8.1 Industry Accepted Practices. The Construction Manager shall provide a thorough interdisciplinary coordination review of the construction drawings and specifications submitted for review to the agency having jurisdiction for plan review and building permits, before Trade Contractor bidding. This review shall

be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated.

2.1.9 Schedule for Building Components and Systems. The Construction Manager agrees that time is of the essence in maintaining the project schedule for the Project. In an effort to achieve the project schedule, the Architect will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.10 Maintenance of Schedule. It is incumbent upon the Construction Manager to advise the Architect of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the Project.

2.1.11 Dividing Project into Trades. CM shall advise on the separation of the Project into subcontracts for various categories of work. If separate contracts are to be awarded, review the drawings and specifications, and make recommendations as required to provide that (1) the work of the separate contractors is coordinated with that of the Trade Contractors, (2) all requirements for the Project have been assigned to the appropriate separate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.1.12 Schedule for Each Trade. CM shall develop a project Construction Schedule in Microsoft Project providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. CM shall provide the project Construction Schedule for each set of bidding documents. CM shall develop a plan for the phasing of construction. The CM shall provide each schedule and update in both PDF format and MS Project to the Village at prescribed intervals.

2.1.12.1 Long Lead Items. CM shall establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Construction Documents by the Architect. CM shall expedite and coordinate delivery of these purchases.

2.1.13 Pre-Qualification of Trade Contractors; Competitive Public Bidding Required. CM shall develop procedures which are acceptable to the Village for the prequalification of Trade Contractors. CM shall provide copies of draft bid documents to Village. CM shall review draft bid documents with Village to ascertain that all required contract clauses have been included in draft bid documents. CM shall finalize bid documents after Village review. CM shall develop Trade Contractor interest in the Project, publicly advertise the project in the local newspaper and advertise on relevant trade industry websites and conduct pre-bid conferences with interested bidders to review the documents. CM shall take competitive bids on the Work (from at least three bidders) of the various Trade Contractors or, if authorized by the Village in writing, negotiate for the performance of that Work. The Construction Manager shall use its best efforts to encourage minority, women owned, and local Trade Contractors to bid on the Project. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. CM shall analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Village and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of work. Specifically, CM shall review the scope of work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. CM shall maintain records of all pre-award interviews with apparent low bidders.

2.1.14 GMP Submission. Upon agreement of the Village and Construction Manager, the Construction Manager's GMP may be submitted at any time after completion and approval of the design development phase, but in no case later than 45 days after submission of the Construction Documents to the agency having jurisdiction for plans review and permitting. The Construction Manager will develop and provide to the Village a GMP which will include all construction costs, and all other projected costs including without limitation the Construction Manager Fees, the Construction Contingency and General Conditions allowance. The GMP shall set out each anticipated trade contract amount; the Construction Manager's fixed fee; General Conditions reimbursable costs including on-site field staff, and all project related costs, i.e., bonds, personnel, payroll benefit, etc.

2.1.14.1 Assumptions. All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.14.2 Maintenance of the Project Budget. In the event that the GMP exceeds the project construction budget, the Village reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the Project as necessary to maintain the project program and meet the project construction budget as follows:

- b. After consultation with the Village, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft the Construction Documents as necessary to accomplish the required reduction in cost.
- c. The Construction Manager shall develop and provide to the Village a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- d. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents, and make recommendations to the Village as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the project construction budget.

2.1.14.3 Village's Right to Reject GMP. The Village has the right to reject any GMP as originally submitted, or as adjusted. In addition, the Village has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP.

2.1.14.4 Review of Budget, Estimates and GMP. The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the Village for reasonableness and compatibility with the project construction budget. Meetings and negotiations with the Construction Manager will be held to resolve questions and differences that may occur between the project construction budget and the Construction Manager's construction cost estimate and the corresponding GMP. If indicated by the project construction budget limitations or other circumstances, the Construction Manager shall work with the Village to reach a mutually acceptable GMP.

2.1.14.5 Acceptance of GMP; Public Construction Bond Required. If the GMP proposal is accepted, in writing, by the Village, it will become an amendment to this Contract which will establish the GMP, Contract Time, and Liquidated Damages for that phase of the Work (the GMP Amendment) for the Project. A “Public Construction Bond and Form of Guarantee” on the Village's standard forms shall be provided by the Construction Manager simultaneously with the GMP Amendment for the Project.

2.2 Construction Phase. Unless otherwise authorized by the Village, all Work shall be performed under trade contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor work or perform such work with its own forces without the prior written consent of the Village. The Construction Manager shall perform the following construction services:

2.2.1 General. CM shall administer the construction phase as provided in the Contract.

2.2.2 Commencement of Work. CM shall commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price amendment, all permits, and “Notice to Proceed” (NTP) from the Village.

2.2.3 Award Trade Contracts. CM shall promptly award and execute trade contracts with approved Trade Contractors. CM shall provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to the Village, when requested. The subcontractor buyout is to be completed within 60 days from NTP and the Contingency reconciled with the savings/overage unless the Construction Manager requests and receives a time extension from the Village.

2.2.4 Management of the Work. CM shall manage, schedule and coordinate the Work, including the work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Village, Architect and Construction Manager in order to complete the Project in accordance with the Village's objectives of cost, time and quality. CM shall develop and maintain a program, acceptable to the Village and Architect, to assure quality control of the construction. CM shall supervise the work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. CM shall provide instructions to each Trade Contractor when its work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Village shall be the final judge of performance and acceptability.

2.2.5 CM Staff. CM shall maintain exclusively for the Project a competent full-time staff at the project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the sub-contractors and CM shall provide no less than those personnel during the respective phases of construction that are set forth in an exhibit to the GMP Amendment. The CM shall not change any of those persons unless mutually agreed to by the Village and Construction Manager. In such case, the Village shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the Construction Manager's Proposal and its interview presentation and shall not be removed or replaced without the Village's consent. Upon written notice and with reasonable justification, the Village shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Village. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

2.2.5.1 On-Site Authority. CM shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. CM shall identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. CM shall make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Project Manual. CM shall establish procedures for coordination among the Village, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work. CM shall implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Coordination Drawings. CM shall require of the various Trade Contractors such coordination drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 Processing of Shop Drawings. In coordination with the Architect, CM shall establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

2.2.7 Progress Meetings. CM shall schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. CM shall attend team meetings with the Architect and Village.

2.2.8 Schedule Updates. CM shall review the schedule with the various Trade Contractors and review, or expand the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. CM shall regularly monitor and update the project schedule and various sub-networks as construction progresses. CM shall identify potential variances between scheduled and probable completion dates. CM shall review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. CM shall provide summary reports of each monitoring and document all changes in the schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

2.2.9 Management of Trade Contractors. CM shall determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Village and the Architect, CM shall take necessary corrective actions when requirements of a trade contract or a trade contract schedule are not being met.

2.2.10 Village Furnished Material. Whenever Village-Furnished Contractor-Installed (OFICI) materials or equipment are shipped to the project site, the Construction Manager shall notify the Village and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided the scope of the Village-Furnished Contractor-Installed (OFICI) work is included within the Guaranteed Maximum Price.

2.2.11 Cost Control. CM shall develop and maintain an effective system of project cost control which is satisfactory to the Village. CM shall revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. CM shall identify variances between actual and budgeted or estimated costs and advise Village and Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly project report outlined herein.

2.2.12 Records. CM shall maintain a consistent and accurate accounting system. The Construction Manager shall preserve all accounting records for a period of five (5) years after final payment of the Work or as otherwise

requested in writing by the Village. The Village shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after final payment of the Work.

2.2.12.1 Sales Tax Savings Program. CM shall administer direct tax savings purchase program (if provided as SC 10 to the Special Conditions).

2.2.13 Change Orders. CM shall develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect/ Engineer's responsibilities for design, CM shall recommend necessary or desirable changes to the Village and the Architect, review requests for changes and submit recommendations to the Village and Architect.

2.2.13.1 Change Order Cost Estimates. When requested by the Village or Architect, CM shall promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Village, CM shall promptly secure formal written Change Order proposals from such Trade Contractors.

2.2.14 CM Safety Programs. CM shall be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program.

2.2.14.1 Notice of Safety Issues. CM shall promptly notify the Village and, where applicable, the Village's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the project site.

2.2.14.2 Safety Meetings. At progress meetings with Trade Contractors, CM shall conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Village's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Village's Insurance Administrator, where applicable, upon request.

2.2.15 Security. CM shall make provisions for project security acceptable to the Village, to protect the project site and materials stored off-site, or on-site, against theft, vandalism, weather, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Monthly Progress Reports. CM shall record the progress of the Project. CM shall submit written monthly progress reports to the Village and the Architect including information on the Trade Contractors' work, the percentage of completion, current estimating, computerized updated monthly "Critical Path Method" scheduling and project accounting reports, including estimated time to completion and estimated cost to complete. CM shall keep a daily log available to the Village and the Architect. CM shall report and record such additional information related to construction as may be requested by the Village.

2.2.17 Hazardous Materials Disposal. The Construction Manager shall be responsible for the coordination of removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Handling and removal will be performed, if necessary, under separate contract with Village. However, hazardous material, described by federal guidelines brought onsite by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the Construction Documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the

Guaranteed Maximum Price for any additional costs incurred. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

2.2.18 Funding Agreements. Construction Manager shall comply with all requirements of funding agreements which apply to all or a part of the Work including preparing such reports and making such certifications and representations as may be required by Village.

ARTICLE 3

ADDITIONAL SERVICES

Upon the mutual agreement of the Village and the Construction Manager, and upon written authorization from the Village, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by the Village and the Construction Manager at the time of the additional service request.

ARTICLE 4

VILLAGE'S RESPONSIBILITIES

4.1 Village's Representative. The Village will designate a representative to act on its behalf (the Village's Representative) for the Project. This representative, or his/her designee, will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Village in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

4.2 Inspector. The Village may retain or require the Construction Manager to retain a "threshold building" special inspector, if required by Chapter 553, Florida Statutes. All services provided by the special inspector shall be paid by the Construction Manager.

4.3 Review of CM Deliverables. The Village will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables within a reasonable time.

ARTICLE 5

SCHEDULE

5.1 Preconstruction Phase. The Construction Manager shall submit the pre-construction reports required under Article 2 hereof within 14 days following completion of each applicable design phase and the Guaranteed Maximum Price proposal within 45 days after the Construction Documents have been made available to the Construction Manager.

5.2 Construction Phase. The number of days for performance of the Work under the construction phase of the Project shall be established in the Guaranteed Maximum Price Amendment to this Contract.

5.3 Critical Dates Established. At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, a project substantial completion date, a project final completion date and a Village occupancy date in accordance with the Master Project Schedule, shall also be established by the Construction Team for the Project. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Village occupancy date for the Project. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved Master Project Schedule will result in substantial damages to the Village. Liquidated Damages as provided for in the GMP Amendment shall be assessed at a rate to be determined by the Village.

5.4 Acceleration of Schedule. In the event the Village desires to accelerate the schedule for any portion of the Work, the Village shall notify the Construction Manager in writing. As soon as possible but not later than 21 days after the Village request, the Construction Manager shall give the Village a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. The Village may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved change order. In such event the Village shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Village's approval of such records.

5.5 Use or Occupancy Ahead of Schedule. The Village shall have the right to occupy, or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Village in writing and the use or occupancy will be treated as a change to the Work in accordance with Article 9 herein.

ARTICLE 6

GUARANTEED MAXIMUM PRICE

6.1 GMP. The GMP includes the Cost of the Work required by the Contract as defined in Article 8 of this Contract, and the Construction Manager's lump sum fee as defined in Paragraph 6.4 of this Contract. The GMP for the Project will be established based on Construction Documents prepared by the Architect. The GMP is subject to modification for Village changes in the Work as provided in Article 9, herein.

6.2 Taxes. The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 Construction Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this Contingency prior to the release of funds by the Village. Documentation for use of the Contingency shall be determined by the Village. If trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the Contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the Contingency, however such events shall not be cause to increase the GMP. The Contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) documented scope gaps between trade contractors unless

work is shown on drawings, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate and (4) unforeseen field conditions. The Contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager may perform that portion of the Work if agreed to by Village or may negotiate for its performance for the specified line item lump sum amount or less.

6.4 CM Fee. Construction Manager's Fee during the Construction Phase includes the following:

6.4.1 The cost of its home or branch office employees or consultants not at the project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

6.4.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

6.4.3 General operating expenses of the Construction Manager's principal and branch offices, other than the field office.

6.4.4 Construction Manager's capital expenses.

6.4.5 Overhead and profit.

6.4.6 All costs for computers, networks, wiring of networks, printers, support, software including project management software system for the Project, e.g., Pro-Log, including fees to have the Architect, the Village and Subcontractors part of the system.

6.4.7 Travel and per diem costs of Construction Manager's employees and consultants if calculated in accordance with F.S. 112.061.

6.4.8 Those services set forth in Article 2.2

6.4.9 Expenses such as internet service fees, long distance telephone calls, telephone, water, and electrical service at the Construction Manager's field office at the site, postage, office supplies, expressage, and similar items in connection with the Work.

6.4.10 Cost of equipment such as field office typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, trailers, vehicles and furniture used, purchased or rented by the Construction Manager, including costs of installation, permits, installation of utilities, utility consumption charges, mobilization, storage and demobilization.

6.4.11 All costs for water for office personnel, coffee and other provisions for office complex, lunches for meetings and miscellaneous jobsite expenses.

6.4.12 All costs for Construction Manager staff, Architect staff, Village's Representative's staff and visitors for hardhats, vests, and safety glasses.

6.4.13 Direct project overhead incurred at the jobsite for control, supervision and administration of the Work that is not otherwise a Cost of the Work.

6.4.14 All costs for weekly cleaning the Construction Manager site office complex as well as the site office complex of Architect and other consultants.

6.5 Payment Requests. Request for compensation for services shall be submitted in detail as requested by Village in order to approve the fee.

6.6 Certification. By submitting payment requests to Village, the Construction Manager certifies that all factual unit costs supporting the fees allowable under this Contract are accurate, complete and current at the time of submission; and that any other factual unit costs that may be furnished to the Village in the future to support any additional fees that may be authorized will also be accurate, complete, reasonable. The fees allowable under this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any sums by which the Village determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

6.7 No Inconsistent Positions. The Construction Manager's role in providing preconstruction services has allowed/caused the Construction Manager to formulate positions with respect to specific scope of work and contract interpretation issues. In that the Construction Manager is familiar with aspects of the scope of work and the Contract for the Project during the preconstruction phase, the Construction Manager agrees not to request an increase in the GMP for any substantially similar issue based upon a theory of recovery which is inconsistent with written advice or consultation previously discussed pursuant to the aforesaid preconstruction services.

6.8 GMP Adjustments. Adjustments to the GMP will be made as described in the General Conditions to the Contract.

6.9 No Overhead and Profit on Construction Contingency. When summarizing the cost of the GMP, the overhead and profit factor shall not be calculated on the Construction Contingency nor will the Construction Manager be due any additional overhead and profit on the use of the Construction Contingency.

6.10 Cost Savings. All cost savings for the not-to-exceed value of the GMP shall be returned to the Village as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work, or at such earlier time as agreed to by the Village and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the expended portions of the documented Construction Manager's Fee, the Construction Contingency balance and the actual expenditures representing the "Cost of the Work" as defined in Article 8 herein. Liquidated Damages, if any, are different from, and are not a part of, this calculation.

ARTICLE 7

PAYMENTS TO CONSTRUCTION MANAGER

7.1 Payments. In consideration of the performance of the Contract, the Village agrees to pay the Construction Manager, as compensation for its services an amount as set forth below:

7.1.1 Pre-Construction. For preconstruction services, the total sum amount listed below for such services, the Preconstruction Services Fee which will be paid to Construction Manager in installments at the satisfactory completion of the following phases:

Program Estimate:	\$ TBD
100% Schematic Design:	\$ TBD
100% Design Development:	\$ TBD
50% Const. Docs:	\$ TBD
Accepted GMP:	\$ TBD
Total:	\$ TBD

7.1.2 Construction. Upon acceptance of the GMP for the Project, the amount established in the GMP Amendment to this Contract, which includes the "Construction Manager's Fee" as described in Paragraph 6.4 and the "Cost of the Work" as described in Article 8, is to be paid monthly as described in the Contract. The overhead and the profit lump sum included in the GMP will be paid proportionally on a percent complete basis of the Work in place, less retainage.

If Work is authorized only for a part of the Project, the overhead and profit fee shall be proportionate to the amount of Work authorized.

The Construction Manager's Fee shall be paid in equal monthly payments based upon the duration of construction.

7.1.2.1 Payment of Trade Contractors. Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice. As required by Section 218.735, F.S., within ten (10) working days from receipt of payment from the Village, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner consistent with Florida Statutes.

7.1.3 Pay Applications. Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions of the Contract and submitted in detail sufficient for a proper audit thereof.

ARTICLE 8

COST OF THE WORK

8.1 Definition. The term "Cost of the Work" shall mean costs including "general conditions" costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 6.4, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" as used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social

security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.

8.2 Cost Items. Cost of the Work includes and is limited to actual expenditure for the following cost items:

8.2.1 Subject to prior approval by the Village, wages paid for labor in the direct employ of the Construction Manager, other than those provided under Paragraph 6.4 herein as a part of the Construction Manager's Fee, in the performance of the Work.

8.2.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof. At the Village's sole discretion, the Village may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their work performed pursuant to trade contracts with the Construction Manager.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Village.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal, not including Construction Manager's office trailers.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Village, legal costs reasonably and properly resulting from prosecution of the Work for the Village; provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Village or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage, not including Construction Manager's office trailers.

8.2.11 Cost of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.14 Cost of preparation of shop drawings, coordination plans, or as-built documents not included in trade contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work.

8.2.16 Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 6.4, herein.

8.2.17 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities not owned by the workmen which are employed or consumed in the performance of the Work, not including job site offices.

8.2.18 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, not including job site office equipment.

8.2.19 Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

8.3 Defective Work. No costs shall be paid to the Construction Manager for any expense related to correcting defective workmanship or work not in conformance with the plans or specifications.

8.4 Costs Not Reimbursable. Except as otherwise expressly approved by the Village or otherwise permitted under the Contract Documents, costs, expenses, and fees Construction Manager incurs in connection with the following will not be Cost of the Work, and no payment will be made by Village in connection therewith:

1. Home and branch office overhead and general expenses of Construction Manager, except as may be expressly included as a Cost of the Work in accordance with Section 8.2;
2. Expenses (including interest) of Construction Manager's capital employed for the Project;
3. Professional or business licenses of Construction Manager or any Subcontractor;
4. Except as directly applicable for performance of the Work hereunder, amounts required to be paid by Construction Manager for federal, state or local income or franchise taxes, sales, use, or gross receipts tax, payroll taxes and state, county and municipal taxes, and fees;
5. Costs of repairing or replacing damaged Work that is caused by Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable;
6. Cost to repair or replace defective Work resulting from the failure of Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable to perform the Work in accordance with the Contract Documents;
7. Costs of warranty Work;
8. Premiums for payment and performance bonds obtained by Subcontractors and Sub-subcontractors and not approved by the Village;

9. Costs incurred to the extent that such costs result in the GMP being exceeded;
10. Costs to persuade employees to join, or not to join, any trade union or other association of organized labor or political activity;
11. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal offices or other than the site office, except as expressly included as a Cost of the Work in accordance with Section 8.2;
12. Any other costs or expenses not specifically included as a Cost of the Work under Section 8.2 hereof; and
13. Any and all costs already included under Section 6.4.

8.5 Cost Recovery. Whenever Construction Manager has been paid, as a Cost of the Work, amounts that are recoverable from any other source (e.g., a Subcontractor, its insurer or other third parties), Construction Manager must diligently pursue such recovery and must credit the Village with any amounts recovered (less Construction Manager's attorneys' fees and other costs of collection).

8.6 Credits against Costs. The Village will be entitled to a credit for all unused equipment and materials for which Construction Manager has been compensated as a Cost of the Work for the greater of (a) the market value of the unused equipment and materials (in Palm Beach County, Florida) or (b) the salvage value of such equipment or materials, unless the Village elects by providing Construction Manager notice of Village's intent to retain such unused equipment and materials. With respect to any equipment rented to the Project for which Village has paid as a Cost of the Work, an amount equal to the market value of such equipment, Village will be entitled to a credit for the greater of (a) depreciated market value of the equipment (in Palm Beach County, Florida) following completion of its use on the Project or (b) the salvage value of such equipment.

ARTICLE 9

CHANGES IN THE WORK

The Village, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no changes in the Work without the prior written approval of the Village.

ARTICLE 10

DISCOUNTS

All quantity discounts shall accrue to the Village. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Village.

ARTICLE 11

INSURANCE

The Construction Manager shall provide insurance as required by the General Conditions of the Contract and, as required and further described in the General Conditions, name the Village as an additional insured.

ARTICLE 12

PERIOD OF SERVICE

The period of service and contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all phases of the Work for the Project, unless otherwise terminated as provided for in the Contract.

ARTICLE 13

INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Village contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Construction Manager, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the Village and receiving Village funds shall fully cooperate with the Inspector General including receiving access to records relating to any bid, proposal, or any resulting contract.

ARTICLE 14

SCRUTINIZED COMPANIES

14.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Construction Manager is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Village.

14.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

14.3 If the Village determines, using credible information available to the public, that a false certification has been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 15

NON-DISCRIMINATION

The Village is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

ARTICLE 16

COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Owner and Construction Manager have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

CONSTRUCTION MANAGER:

(Signature) _____

(Printed Name) _____

(Title) _____

STATE OF _____
COUNTY _____
OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ of _____, 2022 by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

(Notary Signature) _____

(Printed Name) _____

(Title) _____

(Serial #, if applicable) _____

(Seal)

Address for giving notices:

License No.: _____

(where applicable)

VILLAGE:

By: _____

Title: _____ Mayor _____

Attest: _____

(Seal)

Title: _____ Village Clerk _____

Approved as to Form: _____

Title: _____ Village Attorney _____

Address for giving notices:

_____ 226 Cypress Lane _____

_____ Palm Springs FL, 33461 _____

**CONTRACT EXHIBIT A
GENERAL CONDITIONS**

VILLAGE OF PALM SPRINGS

CONSTRUCTION MANAGER AT RISK SERVICES

CONTRACT CONDITIONS

GENERAL CONDITIONS

**GENERAL CONDITIONS
TABLE OF CONTENTS**

ARTICLE

GC-1 EFFECTIVE DATE/ENTIRE AGREEMENT

GC-2 INDEPENDENT CONTRACTOR

GC-3 AUTHORIZED REPRESENTATIVES

GC-4 NOTICES

GC-5 LAWS AND REGULATIONS

GC-6 STANDARDS AND CODES

GC-7 CODE RELATED INSPECTIONS

GC-8 GOVERNING LAW

GC-9 RIGHTS AND REMEDIES; NO THIRD-PARTY BENEFICIARIES

GC-10 COMMERCIAL ACTIVITIES

GC-11 COOPERATION WITH OTHERS

GC-12 FORMS & DOCUMENTS

GC-13 PUBLICITY AND ADVERTISING

GC-14 TAXES

GC-15 FEES

GC-16 UTILITIES

GC-17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

GC-18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

GC-19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

GC-20 PERMIT DRAWINGS AND SPECIFICATIONS

GC-21 CONTRACT INTERPRETATION

GC-22 DISPUTES

GC-23 SUSPENSION

GC-24 DECLARATION OF DEFAULT

GC-25 TERMINATION FOR DEFAULT

GC-26 TERMINATION FOR CONVENIENCE

GC-27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

GC-28 WARRANTY

GC-29 PATENT INDEMNITY

GC-30 INDEMNITY

GC-31 INSURANCE

GC-32 SITE CONDITIONS

GC-33 NOT USED

GC-34 ACCESS TO WORK AREAS

GC-35 INGRESS AND EGRESS

GC-36 PRECONSTRUCTION CONFERENCE

GC-37 MEETINGS

GC-38 NOT USED

GC-39 DELIVERY, UNLOADING AND STORAGE

GC-40 WORK AREA

GC-41 PLANT, EQUIPMENT AND FACILITIES

GC-42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

GC-43 SUBSTITUTIONS

GC-44 EXPEDITING

GC-45 FIELD LAYOUT OF WORK

GC-46 DRAWINGS, DATA AND SAMPLES

GC-47 CONSTRUCTION SCHEDULE

GC-48 RESPONSIBILITY FOR WORK SECURITY

GC-49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

GC-50 PROTECTION OF EXISTING PROPERTY

GC-51 LABOR

GC-52 EQUAL EMPLOYMENT OPPORTUNITY

GC-53 SAFETY & PROTECTION OF PERSONS & PROPERTY

GC-54 PROJECT SITE PROTECTION

GC-55 FIRE PREVENTION

GC-56 ILLUMINATION

GC-57 BEST MANAGEMENT PRACTICES

GC-58 DUST CONTROL

GC-59 WATER POLLUTION

GC-60 AIR POLLUTION

GC-61 EXPLOSIVES & HAZARDOUS MATERIALS

GC-61(a) ASBESTOS NOTIFICATION

GC-62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

GC-63 TESTING

GC-64 PROGRESS

GC-65 CHANGES

GC-66 RECORD DRAWINGS AND SPECIFICATIONS

GC-67 MEASUREMENT OF AND PAYMENT FOR WORK

GC-68 PROGRESS PAYMENT PROCEDURES

GC-69 USE OF COMPLETED PORTIONS OF WORK

GC-70 NOT USED

GC-71 SUBSTANTIAL COMPLETION

GC-72 FINAL INSPECTION AND ACCEPTANCE

GC-73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

GC-74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

GC-75 CLEANING UP

GC-76 PROJECT SIGNS

GC-77 NOT USED

GC-78 SEVERABILITY

GC-79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

GC-80 LIQUIDATED DAMAGES

GC-81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

GC-82 REQUEST FOR SECTION 179D ALLOCATION

APPENDIX A

GENERAL CONDITIONS

GC 1 EFFECTIVE DATE/ENTIRE AGREEMENT

1.1 This Contract is expressly contingent upon the approval of the Village of Palm Springs Council and shall become effective only when signed by all parties and upon the approval of the Village of Palm Springs Council.

1.2 This Contract (which consists of the Contract Documents and the Construction Documents) embodies the entire agreement between the Village and the Construction Manager and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC 2 INDEPENDENT CONTRACTOR

2.1 Construction Manager represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work.

2.2 Construction Manager shall act as an independent contractor and not as the agent of the Village in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Construction Manager shall create any contractual relationship between any such supplier or subcontractor and Village. Construction Manager shall perform all Work in accordance with its own methods subject to compliance with the Contract. Construction Manager represents that all subcontractors' agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Village is an intended express third-party beneficiary of any such subcontract.

2.3 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Construction Manager shall designate a competent, authorized representative acceptable to the Village to represent and act for Construction Manager and shall inform the Village in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Construction Manager and shall specify any and all limitations of such authority ("CM's Authorized Representative"). At the Preconstruction Conference, Construction Manager shall provide resumes of key personnel for Village's approval. Construction Manager shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Village shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Village will designate an authorized representative who will have limited authority to act for the Village. The Village will notify the Construction Manager in writing of the name of such representative(s) ("Village's Authorized Representative"). The Village's Authorized Representative will be a member of the Village's Public Service Department. Facility Users (as that term is defined in SC2 of the Special Conditions) are not authorized Village representatives. Any work performed by the Construction Manager without proper authorization or at the sole direction of a User, is performed at the

Construction Manager's risk, and the Village shall have no obligation to compensate the Construction Manager for such work. The Village has the right to assign various responsibilities of the Village to the Village's Architect/Engineer of Record and can do so at any time during the duration of this Contract with written notice to the Construction Manager. The Construction Manager agrees to cooperate with Village's Architect/Engineer.

3.2 The Construction Manager's Authorized Representative, qualifying agents, project managers, superintendents and supervisors are all subject to prior and continuous approval of the Village. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason, or no reason at all, unacceptable to the Village, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Village at no additional cost to the Village.

GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite or by certified mail to that party at the addresses shown below:

OWNER:	VILLAGE OF PALM SPRINGS 226 Cypress Lane Palm Springs, FL 33461- 1604 Attn: Kim Wynn, Village Clerk
--------	--

CONSTRUCTION MANAGER:	(To be Identified After Award)
-----------------------	--------------------------------

4.2 These addresses may be changed by either of the parties by written notice to the other.

GC 5 LAWS AND REGULATIONS

5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Village in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Village as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Village who will issue such instructions as may be necessary.

5.4 However, it shall not be grounds for a change order that the Construction Manager was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

5.5 Village shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency.

GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract

shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Village will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract.

GC 7 CODE RELATED INSPECTIONS

7.1 The Construction Manager recognizes that the Village of Palm Springs Department of Planning, Zoning, and Building (PZ&B) is a separate department within the Village that is charged with the inspection of improvements to real property for code compliance. If the improvements to be made by the Construction Manager pursuant to this Contract will be subject to inspection by PZ&B, the Construction Manager agrees that it will not assert, as a Village caused delay or as a defense of any delay on the part of the Construction Manager, any good faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Construction Manager's Work.

GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida and venue of any action shall be in Palm Beach County, Florida.

GC 9 RIGHTS AND REMEDIES; NO THIRD-PARTY BENEFICIARIES

9.1 The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or in equity or by statute or otherwise.

9.2 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract.

GC 10 COMMERCIAL ACTIVITIES

10.1 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Village. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

GC 11 COOPERATION WITH OTHERS

11.1 Village and other contractors and subcontractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Village, Village's Authorized Representative, and other contractors to avoid any delay or hindrance of their Work. Village may require that certain facilities be used concurrently by Construction Manager and other parties and Construction Manager shall comply with such requirements.

11.2 If any part of the Construction Manager's Work depends on proper execution or results from any work performed by the Village or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Village any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Village's separate contractor's work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill- timed work of others shall be borne by the Construction Manager unless Construction Manager gives

written notice to Village, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall the Village be liable to the Construction Manager for delay damages.

GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Construction Manager and Village during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Village (or Village's Authorized Representative). Village reserves the right to modify these forms as it deems necessary. Construction Manager shall maintain logs for Items A-K and provide to Village monthly.

- A. Request for Information
- B. Field Instruction
- C. Construction Change Proposal
- D. Change Order
- E. Construction Change Directive
- F. Submittal Transmittal
- G. Deficiency Report
- H. Non-Conformance Report
- I. Construction Manager's Daily Report
- J. Substitution Request Form
- K. Contingency Use Directive

12.2 The above listed forms are attached as Appendix A to these General Conditions.

GC 13 PUBLICITY AND ADVERTISING

13.1 Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Village.

GC 14 TAXES

14.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provisions of this section shall survive the termination or expiration of this Contract.

GC 15 FEES

15.1 Village will be responsible for fees associated with this Project: utility connection fees, utility installation fees (including FPL), and water meter charges except for fees/permits associated with Construction Manager mobilization which have not been waived by Village. Construction Manager shall advise Village ten (10) days in advance of requirement for any fee amount. There are no impact fees associated with this Project.

GC 16 UTILITIES

16.1 The Construction Manager, at its expense, shall arrange for, develop, and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Construction Manager and shall include, but not be limited to, the following:

- A. Public telephone service for the Construction Manager's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

16.2 Prior to final acceptance of the Work the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Village will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Village and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Construction Manager shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without the prior written consent of the Village and concurred to by the sureties.

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

18.1 The Village shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Construction Manager involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed all general and specific details on the drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, have been either corrected or clarified prior to execution of the GMP Amendment to the Contract. Construction Manager warrants that the GMP includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.

19.2 The Construction Manager represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Construction Manager's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Construction Manager shall provide the Village with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Construction Manager shall notify the Village, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change and the cost and time associated with the change, if any. Failure to provide such notice within thirty (30) days shall be a complete waiver by the Construction Manager of all additional cost and time, and the Construction Manager shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall the Construction Manager recover delay or consequential damages.

20.2 The Construction Manager shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Village of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Construction Manager shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. Construction Manager shall maintain at the site of the work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Village, as well as all trades performing at the Project, access thereto.

GC 21 CONTRACT INTERPRETATION

21.1 All claims of Construction Manager and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately in writing to Village for resolution. Village, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Construction Manager files a written protest pursuant to GC 22 "DISPUTES". The Construction Manager's protest shall state clearly and in detail the basis thereof. Village will consider Construction Manager's protest and render its decision thereon within twenty-one (21) calendar days. If Construction Manager does not agree with the Village's decision, the Construction Manager shall immediately deliver written notice to that effect to the Village.

21.2 Construction Manager is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Construction Manager's failure to protest Village's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

GC 22 DISPUTES

22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Village or Village's representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Village or Village's representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Village or its representatives who shall reduce such decision to writing. The decision of the Village or its representatives shall be final and conclusive. Construction Manager's failure to protest Village's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

22.2 If a dispute arises out of or relates to this contract, or the alleged breach thereof, the parties agree first to try in good faith to settle the dispute through good faith negotiation. If the matter is not resolved through negotiation, the parties agree to submit the matter to mediation before resorting to arbitration or litigation. Mediation shall be conducted by a mutually agreed-upon certified mediator, with each party to share equally in the costs.

22.3 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Construction Manager from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

GC 23 SUSPENSION

23.1 Village may, at its sole option, decide to suspend at any time the performance of all or any portion of Work to be performed under the Contract. Construction Manager will be notified of such decision by Village in writing. Such notice of suspension of Work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such notice, Construction Manager shall, unless the notice requires otherwise:

1. immediately discontinue Work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Village, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. continue to protect and maintain the Work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 As full compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of Work:

1. A standby charge to be paid to Construction Manager during the period of suspension of Work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and
4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

23.2 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of a Village suspension. Upon receipt of notice to resume suspended work, Construction Manager shall immediately resume performance of the suspended Work to the extent required in the notice. Any claim on the part of Construction Manager for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume Work and Construction Manager shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Construction Manager's non-compliance with the requirements of this Contract.

GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Construction Manager to supply enough properly skilled workers or material, or to make prompt payment to subcontractors or for materials or labor or to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any way with the Contract, shall be sufficient grounds for the Village to find the Construction Manager in substantial default and that sufficient cause exists to terminate the Contract and to withhold payment or any part thereof until the cause or causes giving rise to the default have been eliminated by the Construction Manager and approved by the Village. If a finding of default is made, the Construction Manager and its surety shall remain responsible for performance of the requirements of the Contract unless and until the Village terminates the Contract. Upon a finding of default, the Village shall set a reasonable time within which the Construction Manager and its surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Village shall notify the Construction Manager and its surety in writing that the default has been corrected and that the Construction Manager is no longer in default. If the Construction Manager fails to

correct the default within the time allowed, the Village may terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager or its surety.

GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligations under this Contract if it:

- A. Performs work which fails to conform to the requirements of this Contract;
- B. Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- C. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
- D. Fails to fulfill any of the terms of this Contract.

25.2 Upon the occurrence of any of the foregoing, Village or its authorized representatives shall notify Construction Manager in writing of the nature of the failure and of Village's intention to either terminate the Contract for default, or to declare the Construction Manager to be in default and make demand upon its surety to perform, at its sole option.

25.3 If Construction Manager or its surety(ies) does not commence to cure such failure within three (3) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its surety(ies) fails to provide satisfactory evidence that such default will be corrected, Village may, without notice to Construction Manager's surety(ies), if any, terminate in whole or in part Construction Manager's right to proceed with Work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Village may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.

25.4 Construction Manager and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.

25.5 Upon termination for default Construction Manager shall:

- A. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;
- B. inventory, maintain and turn over to Village all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Village for performance of Work;
- C. promptly obtain cancellation upon terms satisfactory to Village of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Village as directed;
- D. cooperate with Village in the transfer of information and disposition of Work in progress so as to mitigate damages;
- E. comply with other reasonable requests from Village regarding the terminated Work; and
- F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

25.6 If, upon termination pursuant to this clause, it is determined for any reason that Construction Manager was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "TERMINATION FOR CONVENIENCE".

GC 26 TERMINATION FOR CONVENIENCE

26.1 Village may, at its option, terminate the Contract, in whole or in part at any time for any reason or for no reason by giving ten (10) business days written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the termination for convenience, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Construction Manager, Village shall pay Construction Manager in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Construction Manager and its surety shall, unless the notice requires otherwise:
 - 1. Immediately discontinue Work on the date and to the extent specified in the notice;
 - 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 - 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Village of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Village those orders and subcontracts and revoke agreements specified in such notice;
 - 4. The Construction Manager agrees to assign all subcontracts required for performance of this Contract to the Village;
 - 5. The Construction Manager shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their subcontract to the Village;
 - 6. Assist Village, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Village under the Contract; and
 - 7. Complete performance of any Work which is not terminated.
- B. Upon any such termination, Village will pay to Construction Manager an amount determined in accordance with the following (without duplication of any item):
 - 1. All amounts due and not previously paid to Construction Manager for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.
 - 2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subparagraph A.3. above.
 - 3. Any other reasonable costs which can be verified to be incidental to such termination of Work.

26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed to date of termination by Construction Manager.

26.3 Construction Manager shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein. Village shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Construction Manager's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Construction Manager or its subcontractors, or by changes ordered in the Work and in either event where such delay or change in the Work impacts the Critical Path, then the Contract time shall be extended by Change Order as determined by the Village.

27.2 The Construction Manager must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Construction Manager and a denial of the claim for extension of time:

- A. Nature of the delay or change in the Work;
- B. Dates of commencement/cessation of the delay or change in the Work;
- C. Activities on the progress schedule current as of the time of the delay or change in the Work affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in Work impacts the Critical Path (submittal of CPM schedule);
- E. Identification of the source of delay or change in the Work;
- F. Anticipated impact extent of the delay or change in the Work; and
- G. Recommended action to minimize the delay.

27.2.1 The Construction Manager acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

- A. All schedule updates, submittals and other requirements of this General Condition have been met;
- B. The delay must be beyond the control of the Construction Manager and subcontractors and due to no direct or indirect fault of the Construction Manager;
- C. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;
- D. The schedule must clearly display that the Construction Manager has used, in full, all the float time, except for Village initiated changes. Float time is not for the exclusive use of either the Construction Manager or the Village; and
- E. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.3 The Village's determination as to the total number of days of contract extension will be based upon the computer produced construction schedule current at the time of the delay event.

27.4 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Village in writing within twenty-four hours (24) after the commencement of such delay or 96 hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Construction Manager shall provide in writing the information stated above.

27.5 The Construction Manager shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the Work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay

Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Construction Manager hereby affirms that the extension of time granted herein is the Construction Manager's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Construction Manager as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay be avoidable or unavoidable.

27.6 For all changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Village the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work and the Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager and a denial of any time extension for that change in the Work. Further, upon execution by the Village and Construction Manager of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that Work, or any Work impacted by the change.

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with construction drawings and specifications.

28.2 Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. In the event that the Village assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Village has exclusive use of the area. If the Village does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from the Village of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to Village.

28.4 Pursuant to Section 558.005(1), Village and Construction Manager agree that the provisions of Florida Statute Chapter 558 (governing construction dispute resolution) shall not apply to this Contract. Disputes under this Contract shall be governed by GC 22, above.

28.5 Construction Manager warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary redesign, repair, replacement and tests, Village may perform or cause to be performed the same at Construction Manager's expense.

Construction Manager shall perform such tests as Village may require verification that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager.

28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by FAX or email) notice from the Village. If the

Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective, then the Village may remedy or replace the defective or deficient Work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Village for remedying the defects. If the Village is not paid within ten (10) calendar days, the Village may pursue any and all legal or equitable remedies it may have against the Construction Manager.

28.7 The Construction Manager is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Construction Manager is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Village agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Construction Manager of its responsibility.

28.8 The terms of this section shall not modify, restrict or limit the Village's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet Contract obligations. This section shall not relieve the Construction Manager of its responsibilities for the performance of the original work in accordance with the requirements of the Contract Documents and will not limit the Village's remedies at law, in equity or under Contract.

Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Construction Manager's warranties (express or implied), Construction Manager's performance, or Construction Manager's duties and liabilities under the Contract Documents and the warranties therein and shall not limit or restrict the Village's remedies or damages at law, in equity, or under contract.

28.9 Construction Manager and its surety or sureties shall be liable for the satisfaction and full performance of the Contract Documents and the warranties therein and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to the Contract Documents and this general condition.

28.10 The provisions of this section shall survive the termination or expiration of this Contract.

GC 29 PATENT INDEMNITY

29.1 Construction Manager hereby indemnifies and shall defend and hold Village and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Village and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract.

29.2 Construction Manager shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Village or its representatives; provided that Village or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Village or Village's representatives. Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

29.3 This section shall survive the termination or expiration of this Contract.

GC 30 INDEMNITY

30.1 Construction Manager shall indemnify and hold harmless the Village and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.2 To the extent permitted by, and in accordance with, F.S. 725.06, Construction Manager further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.3 To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the "persons employed or utilized by the Construction Manager" shall be construed to include, but not be limited to, the Construction Manager, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Construction Manager.

30.4 The indemnification provisions of this section shall survive termination or expiration of this Contract.

30.5 The Construction Manager's indemnity and hold harmless obligations hereunder shall extend to all claims against the Village by any third-party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

30.6 If any provision(s), or portion(s) of a provision(s) of this Section or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 31 INSURANCE

31.1 General Requirements. Unless otherwise specified in this Contract or granted by Village's Risk Management Department, the Construction Manager shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract or the performance of Work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Construction Manager shall deliver to Village certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by Village and prior to commencement of Work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as Village's approval of insurance coverage to be maintained by Construction Manager are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the Contract.

31.2 Commercial General Liability. Construction Manager shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest

including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis.

31.3 Business Automobile Liability. Construction Manager shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Construction Manager not own any automobiles, the business auto liability requirement shall be amended to allow the Construction Manager to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

31.4 Worker's Compensation & Employer's Liability. Construction Manager shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any Work is sublet, Construction Manager shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Construction Manager's Worker's Compensation insurance policy. Construction Manager agrees this coverage shall be provided on a primary basis.

31.5 Additional Required Insurance. The Construction Manager shall agree to maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of equipment for which each insurance coverage described below have been designed specifically to provide coverage for:

31.5.1 Not Used.

31.5.2 Not Used.

31.5.3 Builder's Risk. With respect to any of the Work involving the construction of real property (buildings and improvements other than buildings) during the construction Project, the Construction Manager shall maintain Builders Risk insurance providing coverage for the entire Work at the Project site and will also cover portions of Work located away from the site but intended for use at the site, and will also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$10,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Construction Manager shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the Village has any property interest in the Project, or until Construction Manager and Village mutually consent to the termination, whichever occurs first. The Construction Manager agrees and understands the Village shall not provide any Builder's Risk insurance on behalf of Construction Manager for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Construction Manager.

The Construction Manager shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation on all perils with the exception of projects with a value of less than \$2,000,000, the Village will be responsible for the deductible (up to \$25,000) for losses of any Act of God.

31.5.4 Not Used.

31.6 Satisfying Limits under an Umbrella Policy. If necessary, the Construction Manager may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Village shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

31.7 Additional Insured. The Construction Manager agrees to endorse the Village and the Architect/Engineer as an Additional Insured on each insurance policies required to be maintained by the Construction Manager, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for pollution, builder's risk, or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Construction Manager. The endorsement shall read "Village of Palm Springs". The Construction Manager shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.8 Loss Payee. The Construction Manager shall agree to endorse the Village as a Loss Payee on the Builder's Risk Insurance, when required to be maintained by the Construction Manager. The Loss Payee endorsement shall read "Village of Palm Springs". Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Construction Manager shall agree the Loss Payee endorsement provides coverage on a primary basis.

31.9 Waiver of Subrogation. The Construction Manager shall agree by entering into this Contract to a Waiver of Subrogation for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Construction Manager shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

31.10 Right to Review & Adjust. The Construction Manager shall agree, notwithstanding the foregoing, the Village, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the Village reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, Village shall provide Construction Manager written notice of such adjusted limits, and Construction Manager shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

31.11 No Representation of Coverage Adequacy. The coverages and limits identified in the table have been determined to protect primarily interests of the Village only, and the Construction Manager agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Construction Manager against any loss exposures, whether as a result of the construction Project or otherwise.

31.12 Certificate of Insurance. Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the certificate.

In the event the Village is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Construction Manager shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Construction Manager shall agree not continue to work pursuant to this Contract unless all required insurance remains in effect. The Village shall have the right, but not the obligation, of prohibiting Construction Manager or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Village. The Village reserves the right to withhold payment, but not the obligation, to Construction Manager until coverage is reinstated. If the Construction Manager fails to maintain the insurance as set forth herein, the Village shall have the right, but not the obligation, to purchase said insurance at Construction Manager's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify the Village of Palm Springs, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate Project name and Project Task Order Number to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, ten (10) day for non-payment.
4. Evidence of renewal coverage must be provided at least thirty (30) days in advance of any policy that may expire during the term of this Contract.
5. Shall clearly identify the Village of Palm Springs endorsed as a Loss Payee on the Builder's Risk and any Inland Marine coverages.
6. Construction Manager shall provide a certificate of insurance with respect to each required policy to be provided under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. Certificates need to show the following as Certificate Holder.

Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461-1604

7. Construction Manager shall deliver original Certificate(s) of Insurance to the following:

Village of Palm Springs
c/o Kim Wynn, Village Clerk
226 Cypress Lane
Palm Springs Fl. 33461-1604

8. Renewal Policies - The Construction Manager shall promptly deliver to Village a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to Village and to Gehring Group not less than five (5) business days before to the expiration date of any policy.

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Construction Manager shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

31.14 Subcontractor's Insurance. The Construction Manager shall agree to cause each subcontractor employed by Construction Manager to purchase and maintain insurance of the type specified herein, unless the Construction Manager's insurance provides coverage on behalf of the subcontractor. When requested by the Village, the Construction Manager shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

31.15 Insurance Coverage & Limit Table. The Construction Manager shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Limit Table below:

INSURANCE COVERAGE & LIMIT TABLE	
TYPE OF COVERAGE	COVERAGE AMOUNTS
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than:	\$2,000,000 per occurrence
Additional Insured endorsement required:	Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$1,000,000 per occurrence
<u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than:	Statutory
Employers Liability Limits:	\$100/500/100
<u>AUTOMOBILE LIABILITY:</u> Limit of Liability not less than:	\$1,000,000 per occurrence
Additional Insured endorsement required:	Yes
<u>UMBRELLA / EXCESS LIABILITY:</u> Limit of Liability not less than:	\$1,000,000 per occurrence
General Aggregate	\$5,000,000
Additional Insured endorsement required:	Yes

INSURANCE COVERAGE & LIMIT TABLE	
<u>BUILDERS RISK (if provided by CM):</u> Limit not less than: Endorsement to waive coverage termination from Occupancy Clause. Endorsement cover until final acceptance of the Project by Certificate of Occupancy by the Village. Additional Insured & Loss Payee endorsements required:	100% of the completed total insurable value of the Project. Yes Yes Yes
<u>POLLUTION LIABILITY:</u> Limit not less than: General Aggregate Additional Insured endorsements required:	\$1,000,000 per occurrence \$2,000,000 Yes

GC 32 SITE CONDITIONS

32.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor; familiarity with local and regional market and industry conditions including labor skill level and availability, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and the Village, physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental Study and Report, or other documentation made available to the Construction Manager, subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Construction Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Documents, then notice shall be given to the Village promptly before conditions are disturbed. Should it be determined that such conditions exist and if they differ materially and cause an increase or decrease in the cost of the work, the CM will receive an equitable adjustment in the GMP or Contract time, or both in accordance with GC 65.

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

34.1 Village, and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Construction Manager. Construction Manager shall also arrange for Village, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Construction Manager's accesses to the site and storage areas shall be as shown on the plans and as designated by the Village. Access routes may also be used by Village employees, the public and other Construction Managers. No other access points shall be allowed unless approved by the Village. All Construction Manager traffic authorized to enter the site shall be experienced in the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 INGRESS AND EGRESS

35.1 Construction Manager's access to the work area will be permitted only through approaches which will be designated by Village, and then only in such manner that Construction Manager's traffic will not interfere with Village's operations. Construction Manager shall, at all times, maintain free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after award of this Contract and prior to commencing any Work, a pre-construction conference will be arranged by the Village. In attendance at said conference will be Village and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established.

GC 37 MEETINGS

37.1 The Construction Manager shall, at its expense, as requested by Village, attend any and all meetings called by Village to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Village with typed minutes of each meeting distributed to all attendees.

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Construction Manager shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Village's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Construction Manager at its expense.

GC 40 WORK AREA

40.1 All Construction Manager's work areas on the jobsite will be assigned by Village. Construction Manager shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Construction Manager shall provide a temporary office on the site of the work, which shall have a telephone where a representative of the Construction Manager may be reached at all times during normal

working hours. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, at its expense, provide and make its own arrangements for the use of such additional land.

GC 41 PLANT, EQUIPMENT AND FACILITIES

41.1 Construction Manager shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery, equipment, offices and warehouses, Construction Manager shall furnish Village such information and drawings relative to such equipment, plant facilities as Village may request.

41.2 Upon written order of Village, Construction Manager shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site. Construction Manager shall not remove construction plant or equipment from the site before the Work is finally accepted without Village's written approval. Such approval shall not be unreasonably withheld.

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Village to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied or from any other obligation under the Contract.

42.2 Construction Manager shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Construction Manager's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Village's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract. The Village shall notify the Construction Manager of defective or unacceptable work if the Village discovers such. Defective work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.

42.4 Construction Manager shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Construction Manager shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Construction Manager or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Construction Manager shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Construction Manager shall notify Village immediately of recommended substitutes to permit Village's selection of a suitable substitute.

42.5 Village will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Construction Manager for incorporation into the Work will be by Village. This function by Village will apply both to approvals for the

Contract as initially signed, and to approvals for changes to the Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Construction Manager shall submit its own choice for Village's review and approval, supported by sufficient evidence of conformity with the Contract.

GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Village's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Construction Manager. Construction Manager shall support its request with sufficient test data and other means to permit Village to make a fair and equitable decision on the merits of the proposal. Construction Manager shall submit drawings, samples, data and certificates and additional information as may be required by the Village for proposed substitute items as required by GC 46 "DRAWINGS, DATA & SAMPLES".

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Village will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional 15 days for Village's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Construction Manager must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Village rejects Construction Manager's substitute item on the first submittal, Construction Manager may make only one additional request for substitution in the same category. On the second request, and all future requests, the Construction Manager shall be invoiced the expenses (including Village, and Design Professionals cost and overhead) involved in reviewing submittal data.

GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Village. Village shall be allowed reasonable access to the shops, factories, and other places of business of the Construction Manager and its subcontractors and suppliers, for expediting purposes. As required by Village, Construction Manager shall supply schedules and progress reports for Village's use in expediting and Construction Manager shall cooperate with Village and require its subcontractors and suppliers to cooperate with Village in such expediting. Any expediting performed by Village shall not relieve Construction Manager of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Construction Drawings or as approved by the Village in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the Project area who shall be employed by the Construction Manager at its expense. The Construction Manager shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Construction Drawings, the Construction Manager shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Construction Manager shall furnish survey sketch and legal necessary for utility easements.

45.3 The Construction Manager shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Construction Manager resulting from its negligence, or for any other reason, CM shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be re-established by the Construction Manager, and all reference ties recorded therefore shall be furnished to the Village. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

GC 46 DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Village as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Construction Manager and does not relieve Construction Manager from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the Village for review, shall be submitted attached to forms provided by Village.

46.2 Transmittals from the Construction Manager to the Village shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Construction Manager for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Construction Manager certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and the Contract."

SIGN

DATE

"XYZ Construction Management Company"

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by the Construction

Manager at its expense before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. CM must allow at least 21 calendar days for review by Village. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work. Construction Manager shall prepare and submit for approval a detailed submittal schedule outlining the required submittals for the Project, the submittal dates due and review durations by the Village/ Architect/Engineer. This schedule shall be incorporated into the Master Project Schedule and updated regularly with the Project Schedule Updates

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Village by and at the expense of the Construction Manager. The Village will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Village's review comments will be returned to the Construction Manager. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Village.

46.3.3 If drawings show variations from the Contract requirements, the Construction Manager shall describe such variations in writing, separate from the drawings, at the time of submission. If the Village approves any such variation(s), it will issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. Village will conduct a review of Construction Manager's drawings and a drawing marked with one of the following review comments will be returned to the Construction Manager.

1. No exceptions taken.
2. Make corrections noted. No re-submittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

46.3.6 The Construction Manager must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

46.4 Samples

46.4.1 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the

materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. CM must allow at least 21 calendar days for Village's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

46.4.3 Samples which have been reviewed may, at Village's option, be returned to the Construction Manager for incorporation into the Work.

46.5 Catalogues, Data and Certificates

46.5.1 Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the CPM schedule. Allow at least 21 calendar days for Village's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification, on forms provided by the Village. Village will conduct a review of Construction Manager's catalogues, data, and certificates and one copy, marked with the review comments listed above, will be returned to the Construction Manager.

GC 47 CONSTRUCTION SCHEDULE

47.1 Within thirty (30) days after the date of the GMP Amendment approval by the Village, the Construction Manager shall prepare and submit a construction schedule which graphically depicts the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

47.1.1 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Construction Managers at the site of work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Construction Manager furnished material and equipment. The schedule shall be a Critical Path Method (CPM) type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

47.1.2 The construction schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than 60 days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.

5. Duration of activities. No activity should be scheduled for more than 20 workdays, unless approved by Village.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
9. Village activities or activities by others which will affect the work schedule.

47.1.3 Upon acceptance of the original CPM Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Village.

47.1.4 The detailed CPM schedule submittal shall include five (5) color copies of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
 - a. Sorted by activity
 - b. Sorted by total float
 - c. Sorted by early start
3. Precedence and Successor report
4. Narrative report, if requested by Village's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format.

47.1.5 The detailed CPM Schedule shall be updated monthly and submitted along with the Application for Payment. Construction Manager shall meet with the Village and Architect/Engineer of Record to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
3. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
4. Percentage for completed and partially completed activities.

47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

47.3 The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

1. Pre-Bid Schedules (Subnetwork) - The Construction Manager shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show

the interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish milestones eyed to the overall master schedule.

2. Subcontractor Construction (Subnetworks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

3. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Village a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Village occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Village occupancy.

47.4 If requested by Village's authorized representative, the Construction Manager shall submit a written narrative report as a part of its monthly review and update in a form agreed upon by the Construction Manager and the Village. When requested, the narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

47.5 The Construction Manager shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts.

47.6 The Construction Manager agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the contract completion date will not be met, the Construction Manager shall execute some or all of the following remedial actions at Construction Manager's sole cost and expense:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
3. Reschedule the Work in conformance with the specification requirements.

47.7 Prior to proceeding with any of the above actions, the Construction Manager shall notify the Village of the proposed schedule changes. Such actions shall be incorporated by the Construction Manager into the diagram before the next update, at no additional cost.

GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 Construction Manager shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions

which involve a risk of loss, theft or damage to its property, at a minimum. Construction Manager shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

48.2 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Village within three days of each incident.

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Construction Manager shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract. Excluded from Construction Manager's responsibility is any loss or damage which results from the sole active negligence of the Village or its representatives.

49.2 Permanent openings or thoroughfares for the introduction of Work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the Village in proper, whole and unblemished condition.

GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Village and/or its Insurance Representative.

50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which are acceptable to the Village and/or its insurance representatives.

50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Village. Thereafter, and before it begins such Work, Construction Manager shall give due notice to Village of its intention to start such Work. Construction Manager shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of Work.

50.4 Construction Manager shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Village, do not reasonably interfere with the performance of this Contract.

50.5 Construction Manager shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Construction Manager.

GC 51 LABOR

51.1 Construction Manager is solely and exclusively responsible for the supervision and control of all Construction Manager's personnel on site. Construction Manager shall employ only competent and skilled personnel

to perform the Work. Construction Manager shall, if requested to do so by Village, remove from the jobsite any personnel of Construction Manager working in violation of any provision of this Contract.

51.2 Disputes between the Construction Manager and its subcontractors regarding work assignments and the settlement of jurisdictional disputes shall conform with either the “Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry”, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Construction Manager is solely and exclusively responsible for ensuring and providing for jobsite safety and conditions. Construction Manager shall enforce all Village jobsite condition safety rules and regulations which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean- up.

51.4 The Construction Manager and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Village. The Construction Manager shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Construction Manager shall submit a “Contractor’s Daily Report” (See Appendix A of these General Conditions) for each day Work is accomplished. Reports shall be submitted daily to Village.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Construction Manager agrees as follows:

A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth provisions of this nondiscrimination clause.

B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

C. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts.

D. The Construction Manager will include the provisions of paragraphs A through E in every subcontract or purchase, so that such provisions will be binding upon each subcontractor or vendor.

E. The Construction Manager shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 Responsibility For Safety And Health

53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract. The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Village and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Village. The Village may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.

53.1.2 All Work, whether performed by the Construction Manager, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the Village and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 The Construction Manager is solely and exclusively responsible for worksite safety. If the Village receives notice or is made aware that the Construction Manager has failed to provide a safe area for the performance of the Work or any portion thereof, then the Village shall have the right, but not the obligation, to suspend Work in the unsafe area until the Construction Manager remedies the unsafe conditions. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.4 The Construction Manager is solely and exclusively responsible for supervising all workers at the job site including ensuring the use of proper safety equipment by the workers for the duties performed. The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. If the Village receives notice or is made aware that the Construction Manager has failed in its duty to ensure that proper safety equipment is used by the workers then the Village shall have the right, but not the obligation, to suspend Work until the Construction Manager corrects the unsafe work practice. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.5 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall defend, indemnify and hold the Village, Design Professional, the Village's

Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Construction Manager, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

53.1.6 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall not raise as a defense to its obligation to indemnify under this General Condition any contributing negligence of any of those indemnified hereunder, it being understood and agreed that no such contributing negligence shall relieve the Construction Manager from its liability to so indemnify nor entitle the Construction Manager to any contribution, either directly or indirectly, by those indemnified hereunder.

53.1.7 In any and all claims against those indemnified hereunder by any employee of the Construction Manager, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.1.8 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

53.2 Protection of Work and Property; Responsibility For Loss

53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Village and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Village and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Village, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the job site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and the Village shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.

53.2.2 Until final acceptance of the Work by the Village pursuant to GC 72, of this Contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Village furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

53.2.3 The Construction Manager shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Village furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Construction Manager's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

- A. is directly due to errors in the Construction Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;

- B. is caused by the agents or employees of the Village (unless (1) the Construction Manager has waived its rights of subrogation against the Village on account thereof as provided in the Contract, or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager (whether or not required hereunder).

53.3 Surface and Subsurface Water

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Village in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the job site shall be permitted by the proper regulatory agency and submitted to the Village for its prior written approval. All such Work shall be done at the sole expense of the Construction Manager.

53.4 EMERGENCIES

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Construction Manager shall act immediately to prevent threatened damage, injury or loss to persons or to property or to remedy said violation, whichever is applicable. Failure by Construction Manager to take necessary emergency action shall entitle the Village to take whatever action it deems necessary including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Village may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Village in taking such emergency action against any sums then or thereafter due to the Construction Manager. The Construction Manager shall defend, indemnify and hold the Village harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Construction Manager shall be entitled to any additional compensation or extension of time claimed on account of emergency Work which is not due to the fault or neglect of the Construction Manager or its subcontractors or sub-subcontractors, it shall be handled as a claim as provided in GC 65.

53.4.3 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

53.5 Village's Standards

53.5.1 The Village reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Construction Manager shall comply, and to review the efficacy of all protective measures taken by the Construction Manager. The exercise of or failure to exercise any or all of these rights by the Village shall not relieve the Construction Manager of its duties and responsibilities under this Contract, and the Village shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Construction Manager.

GC 54 PROJECT SITE PROTECTION

54.1 Construction Manager, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled SAFETY & PROTECTION OF PERSONS & PROPERTY in a satisfactory condition until removal is authorized by Village. Construction Manager, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Village. The Construction Manager, at

its expense, will provide parking for its employees within the designated work areas. Construction Manager employees will not be allowed to park in areas which are used by any facilities which remain in operation.

GC 55 FIRE PREVENTION

55.1 Construction Manager shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Construction Manager. This includes keeping the Project work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Village.

Construction Manager shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Construction Manager to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

GC 56 ILLUMINATION

56.1 When any Work is performed at night or where daylight is shut off or obscured, Construction Manager shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

GC 57 BEST MANAGEMENT PRACTICES

57.1 Construction Manager shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Reserved

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Construction Manager shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

GC 58 DUST CONTROL

58.1 The Construction Manager shall, for the duration of the Work, maintain, at its expense, all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Village will be permitted.

58.2 Construction Manager shall, for the duration of the Work, protect all fixtures, equipment, devices, and surfaces from any dust or debris within any facility which is affected by the Work and shall comply with the Village's direction to ensure dust control is being managed and maintained.

GC 59 WATER POLLUTION

59.1 Construction Manager shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

GC 60 AIR POLLUTION

60.1 The Construction Manager shall, at its expense, so perform its Work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify the Village immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Village. The Construction Manager shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

61.2 In the event that hazardous material is improperly handled or stored by the Construction Manager, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Construction Manager shall immediately notify the Village and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Construction Manager's sole cost and expense. Further, Construction Manager shall indemnify and hold harmless the Village from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

61.3 The indemnification provisions of this Section shall survive the termination or expiration of this Contract.

61.4 ASBESTOS NOTIFICATION

61.4.1 Prior to the renovation of any structure, the Village shall conduct an inspection for asbestos-containing building materials (ACBM), through a review of current surveys or the request for a new survey. All asbestos surveys are conducted under the direction of Florida licensed asbestos consultants contracted by the Village.

61.4.2 Prior to the renovation of any structure, the Village shall facilitate the removal of all ACBM that may be disturbed during the renovations, (except bituminous roofing materials), unless stated otherwise in the

Contract. All asbestos removal is conducted by a Florida licensed asbestos contractor contracted by the Village.

61.4.3 An asbestos summary report may be included as part of the Contract. If not attached, it is the Construction Manager's responsibility to contact the Village and request any available reports.

61.4.4 Licensed asbestos contractors are not required for removing or repairing asbestos containing roofs, except for transite (cementitious) shingles. If the Work specified will disturb asbestos containing roofing materials, the Construction Manager must comply with all requirements of OSHA 1926.58 and ASBESTOS NESHAPS. A summary of these requirements are outlined by the National Roofing Contractors Association (NRCA). A licensed roofer who has training as an asbestos competent person is required for projects disturbing asbestos roof materials.

61.4.5 If materials are discovered that are suspected asbestos materials that were not previously sampled, CM must stop all work that will disturb these materials and immediately notify the Village.

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and Work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Village. The Village has the right but not the obligation to perform such quality surveillance, observations or quality audit as the Village deems necessary. Construction Manager shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose Village, its agents, employees, and designees shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. Village, its agents, employees, and designees shall be entitled to conduct such surveillance, observation, or quality audits in such a manner and with such frequency and for such duration as Village, in its sole discretion, shall determine is appropriate. If Construction Manager covers all or any portion of the Work prior to any quality surveillance or test by Village, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Village has no duty or responsibility to inspect or audit Construction Manager's work and in doing so does not assume any liability or responsibility for Construction Manager's materials and workmanship. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such Work, materials or equipment shall prejudice the rights of Village thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Village, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Village shall notify Construction Manager in writing that such material, equipment or work is rejected and the Village reserves the right to withhold payment on any such item. Thereupon, Construction Manager shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same comply strictly with all requirements of the Contract.

GC 63 TESTING

63.1 Unless otherwise provided in the Contract, drawings and specifications shop testing of materials or Work shall be performed by the Construction Manager at its expense and in accordance with the technical specifications. Any required field testing of materials or Work shall be performed by the Construction Manager. Should tests in addition to those required by the Specifications be desired by Village, Construction Manager will be advised in reasonable time to permit such testing. Such additional tests will be at Village's expense unless such additional tests are required due to Construction Manager's Work or materials having failed any initial test. In this event, such additional (re-test)

tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require testing services are required. Construction Manager shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

GC 64 PROGRESS

64.1 Construction Manager shall give Village full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Construction Manager's actual progress is inadequate to meet the requirements of the Contract, Village may so notify Construction Manager who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Village, Construction Manager does not improve performance to meet the currently approved contract construction schedule, Village may require an increase in Construction Manager's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Village. Neither such notice by Village nor Village's failure to issue such notice shall relieve Construction Manager of its obligation to achieve the quality of work and rate of progress required by the Contract.

64.2 Failure of Construction Manager to comply with the instructions of Village may be grounds for determination by Village that Construction Manager is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Village may terminate Construction Manager's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

GC 65 CHANGES

65.1 Village may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. In the event that additive Change Orders increase the total contract amount of a "bond waiver contract" over the Village's bond waiver limit of \$200,000, the contract will continue to be exempt from the bonding requirements if the change order is for a nominal amount. If there is a material change in project costs through a change order above the bond waiver limit of \$200,000 then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a "bonded contract" below the Village's bond waiver limit of \$200,000, bonding will continue to be required. Contractor shall provide notice to its surety(ies) of all Change Orders.

65.2 Village will issue written orders to Construction Manager for any changes except that in the event of an emergency which Village determines endangers life or property, Village may issue oral orders to Construction Manager for any Work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

65.3 Construction Manager shall commence such changed Work so that all dates set forth in Construction Manager's current construction schedule as accepted by Village will be met. In the event of an emergency which Village determines endangers life or property, Construction Manager shall immediately commence such changes as required by Village in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Village to invoke the provisions of GC 25 entitled TERMINATION FOR DEFAULT.

65.4 Unless otherwise required, Construction Manager shall, within twenty-one (21) calendar days following receipt of a written contract Field Bulletin, submit in writing to Village a Contract Change Proposal for accomplishing

such change, which proposal shall reflect the increase or decrease, if any, in cost to Village of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.

65.5 The proposal shall state the Construction Manager's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified in items A, B, C, and D above.
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Village).

65.6 Under no circumstances shall Construction Manager apply for or be entitled to recover consequential damages including, but not limited to, extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula. Unless directed by the Village, there will be no extensions of time in connection with any changes to the Work. Therefore, the Construction Manager should reflect this in pricing all requested changes related to the Contract substantial completion date.

65.7 If Construction Manager does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Village may direct and Construction Manager shall proceed upon direction (Construction Change Directive) with such change.

65.8 A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Village, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete Work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Construction Manager's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Village and Construction Manager agree with the determination made by the Architect/Engineer or Record concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall not seek payment for Work performed pursuant to a CCD until it has been converted to a Change Order.

65.9 If, at any time after Construction Manager commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a time and material basis as described above, are as follows:

Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, timekeepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Village and no charges shall be accepted unless evidence of such approval is submitted by Construction Manager with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Construction Manager by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Village.

Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Village and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing. The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time work for any specific change is performed. When equipment is used for time and materials changes which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Construction Manager-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Village.

When the operated use of equipment is infrequent and, as determined by Village, such equipment need not remain at the site of the work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Village's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract work is used for time and material changed work, the applicable rental rate shall be the actual rate paid by the Construction Manager at the time the work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Construction Manager based on invoices, provided that prior written approval has been given to Construction Manager.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Construction Manager for equipment repair or equipment maintenance.

Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Village. Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Village of such use of such materials.

Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Village before the subcontractor starts to work on the change.

Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Village.

For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Construction Manager is entitled to an overhead and profit fixed fee not to exceed a maximum of fifteen percent (15%) (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

1. If the CM is authorized by the Village to perform work with its own forces, the Construction Manager may add an overhead and profit fixed fee as agreed upon with Village up to 10% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.
2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The construction manager may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.
2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.11 No change order or CCD shall be valid until approved and signed by the Village. The Architect/Engineer of Record is not authorized to bind the Village to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Village may cause to be issued an appropriate change order to the Contract with or without the Construction Manager's signature.

65.12 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Contract Time and are not inconsistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Village and Construction Manager. The Construction Manager shall carry out such written orders promptly, and the Construction Manager shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Village.

65.13 Execution of change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record

drawings and on its field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.

2. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Village for inspection at any time.
3. Final Records – Prior to request for Substantial Completions, the Construction Manager shall furnish to Village a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Village, at its expense, will furnish Construction Manager with drawings for mark-up by Construction Manager. Construction Manager shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provide by the Construction Manager a minimum of 30 days prior to the needed utility services.

B. Specifications:

1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Village for inspection at any time.
2. Final Records Prior to request for Substantial Completion, the Construction Manager shall furnish to Village a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Village, at its expense, will furnish Construction Manager a set of specifications for mark- up by Construction Manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals and Training:

1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Village three complete sets of manuals and applicable operating instructions as referenced in technical specifications.
2. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.
3. Training: Where Village training is required by the technical specifications, Construction Manager shall video and audio record the training and provide Village with one copy of recording.

D. Endorsement:

1. Construction Manager shall sign each final record drawing and the cover of the record specifications and shall note thereon that deviations and annotations are complete and accurate.
2. The Construction Manager shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Prior to Final Acceptance, Construction Manager shall provide the Village with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$1,000. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and c) the value of the equipment.

GC 67 MEASUREMENT OF WORK FOR PAYMENT

67.1 Estimates and all support data shall be prepared by Construction Manager and submitted in writing for Village's approval on or about the end of each month covering the amount and value of Work satisfactorily performed by Construction Manager up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of Work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be determined by the Village according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Village, of units of work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

Progress Payments for "general conditions" will be based on the percentage of Work completed to date, except Bonds and Insurance which may be requested in full. Separate payments for shop drawings and deposits for materials will not be allowed.

67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Village (i.e. bonded warehouse). Such material must be stored in a secure manner, acceptable to the Village, and in accordance with any manufacturer's recommendations.

Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Construction Manager meets the following conditions:

1. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific contract, by name.
2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Once any stored material is paid for by Village, it shall not be removed from the designated storage area except for incorporation into the Work.
4. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory (i.e., small diameter piping, fittings, conduit, etc.). Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the Project. Any payment for stored materials is subject strictly to the sole discretion of the Village.

It is further agreed between the parties that the transfer of title and the Village's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility

of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and specifications.

67.3 Construction Manager shall make all surveys necessary for determining all quantities of Work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Village upon request. Construction Manager shall notify Village prior to the time such surveys are made. Village, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of Work to be paid for under the Contract. Measurements and computations shall be made by such methods as Village may consider appropriate for the class of Work measured.

67.4 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the drawings or in the specifications, shall be determined by Village.

67.5 No payments of invoices (or portions thereof) shall at any time constitute approval or acceptance of the Work under this Contract, nor be a waiver by Village of any of the terms contained herein.

GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Construction Manager shall prepare a schedule of values by phases of Work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of Work scheduled. Change Orders shall be added as separate line items.

Prior to the initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and the Village of Palm Springs.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.
5. Certified copy of recorded bond. The Village's contract number will be provided after award of the Contract and the Construction Manager shall include this number on the bond prior to recording the bond. Village will not make any payment to Construction Manager until Construction Manager has complied with this requirement.

68.2 The Construction Manager will prepare and submit three (3) original copies of monthly invoices for Work completed during the one-month period. Pay applications shall be submitted in the format and wording of the form contained in Appendix A to these General Conditions. All information must be completed for the pay application to be accepted. Village's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right-hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the application the Construction Manager shall submit a rough draft plus two extra copies for the Village and Architect/Engineer of Record to review. The Construction Manager shall submit four (4) final approved copies to: the Architect/Engineer of Record, whose approval is required prior to submission to the Village.

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Village's instructions. Otherwise, the Construction Manager shall prepare and submit to Village an invoice in accordance with the estimate as approved. Village will pay Construction

Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). Village shall provide Construction Manager with a written notice of disputed pay request within 10 days after receipt of such pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Village shall proceed with prompt payment of that portion of the pay request. In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Village's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Village of Construction Manager's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Village's final decision for the purpose of the Local Government Prompt Payment Act.

Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from the Village pursuant to Section 218.70, Florida Statutes. Construction Manager shall provide trade contractors, subcontractors and suppliers hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

Retainage, in the amount of 5%, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost.

The Construction Manager may request at any point the release of retainage from the Village attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been inspected and accepted by the Construction Manager. The Construction Manager must submit the request in writing to the Village.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Village's good faith claims plus the value of the Work the Village determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when A/E determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% complete before the Village has paid 50% of the Contract amount and 50% of the Contract time has expired.

All retainage released by the Village to the Construction Manager which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers must be timely remitted by the Construction Manager to those subcontractors or suppliers.

68.4 Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.
2. A partial release of lien will be required from the Construction Manager for the portion of work up to the date of that particular pay application from him as the prime contractor and all his vendors and subcontractors.
3. A Village approved construction schedule update.

68.5 Not Used.

68.6 If one or more "Notice of Non-Payment" is received by the Village, no further payments will be approved until non-payment(s) have been satisfied and an original "Release of Claim" for each "Notice" has been submitted to the Village. Upon request, Construction Manager shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Village may allow, with consent of Surety and indemnification of the Village against any claims, payment for Work on which there is an outstanding Notice of Non-Payment.

68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

1. Any claims are made against Construction Manager by Village or third parties, including claims for liquidated damages, or if reasonable evidence indicates the probability of the making of any such claim; or
2. Construction Manager is in default of any Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid; or
4. Defective work or material is not remedied; or
5. Construction Manager persistently fails to carry out the Work in accordance with the Contract; or
6. Construction Manager fails to submit the information required by this Contract;
7. Construction Manager fails to submit a Village approved updated Schedule with each Application for Payment.

68.8 If claims or liens filed against Construction Manager or property of Village connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Village to do so, Village may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Village after final payment is made, Construction Manager and its surety or sureties shall promptly pay Village all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Construction Manager may submit a special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Village's occupancy and use of the Project.
2. Complete final cleaning of the Work.
3. Submit record documents (record drawings).
4. Submit listing of work to be completed before final acceptance.
5. Settle liens and other claims.
6. Obtain Consent of Surety for partial release of retainage.
7. Settle Liquidated Damages due to Village, if any.
8. Conditional Final Waiver and Release of Claim signed by Construction Manager.

68.10 Upon receipt by Village of Construction Manager's written Notice of Final Completion of its Work under this Contract, in accordance with GC 72, Village shall verify all Work has been completed on the Project. When all Work has been verified as complete, and the Construction Manager completes and submits the items listed below, the Construction Manager may submit a final invoice.

1. Complete all work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to Village; remove temporary facilities, tools and similar items.
4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Construction Manager.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Village, any portion of Work performed by Construction Manager is in a condition suitable for use, Village may issue a certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such Certificate of Substantial Completion (Partial Utilization) will be issued in accordance with the applicable requirements of GC 71 "SUBSTANTIAL COMPLETION". Such use by Village shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a waiver by Village of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Village, Village shall have the right to continue such use until such portion of work can, without injury to Village, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Construction Manager shall not use any permanently installed equipment unless such use is approved by Village in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Village. If Village furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Village.

GC 70 NOT USED

GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Village when the Project is sufficiently complete to permit the Village to use it for its intended purpose, the Village issues a certificate of Substantial Completion and the items listed below are complete. For the issuance of a certificate of Substantial Completion (Partial Utilization) in accordance with GC 69, the Village and/or the A/E will notify the Construction Manager of which items listed below must be complete for partial utilization.

71.2 The Construction Manager shall notify the A/E in writing when the Construction Manager considers the Project Substantially Complete and attach a comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed.

71.3 Once the A/E has received notice and attachments from the Construction Manager, the A/E will promptly inspect the Work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Construction Manager's list is not complete.

71.4 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.
2. All general construction completed.
3. All mechanical and electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All Project components including floors, glass and metal work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.
8. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Village. The Fire Alarm system must be 100% complete without exception.
10. All operations and maintenance manuals for all equipment shall have been submitted.
11. Manufacturers' certifications and warranties shall be delivered to Village.
12. All operations and maintenance training related literature, software and back-up disks shall have been provided.
13. All required spare parts as well as any special tools shall have been provided.
14. All HVAC testing and balancing reports shall have been submitted and approved.
15. The Project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection, called by the Construction Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.

71.6 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, A/E and/or Village will prepare the punch list required by the Local Government Prompt Payment Act. The punch list items shall be corrected by the Construction Manager within 30 calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Construction Manager to complete the Work pursuant to the Contract.

GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Construction Manager considers that all Work under the Contract is complete as previously referenced in GC 71, Construction Manager shall so inform Village and A/E in writing, "Notice of Final Completion". When items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Village is satisfied that all Work under the Contract is completed and is in accordance with the requirements of this Contract, Village shall notify Construction Manager in writing of final acceptance of its Work under this Contract.

The Village will then make final payment to the Construction Manager in accordance with the terms of GC 68 of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.
2. At the discretion of the Village, one and one-half times the value of outstanding items, corrective Work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the Village within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Village to cover the value of all such uncompleted or uncorrected items.

72.2 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract shall relieve the Construction Manager of responsibility for defective or deficient materials or work or responsibility for full Contract compliance. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Village and correct and pay for any damage to other Work resulting therefrom as set forth in GC 28 entitled "WARRANTY".

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Construction Manager shall make its own arrangements for disposal of materials outside the Project limits and the CM shall pay all costs involved. The Village reserves the right to retain any salvage material or equipment scheduled for removal. Should the Village elect to retain salvaged materials or equipment, the Construction Manager will provide appropriate on-site storage and protection. The Village will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Village shall be the responsibility of the Construction Manager.

73.2 When any material is to be disposed of outside the Project limits, the Construction Manager shall first obtain a written permit from the property Village on whose property the disposal is to be made and he shall file in writing

with the Village said permit or the certified copy thereof together with a written release from the property owner absolving the Village of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Construction Manager shall dispose of the material in a neat and uniform manner to the satisfaction of the Village.

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Construction Manager represents to the Village that neither the Construction Manager, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Construction Manager, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction of the Project. Construction Manager agrees to give written notification and obtain the approval of the Village before entering into any contract on this Project with any subcontractor or materialman where there exists any identity of interest.

GC 75 CLEANING UP

75.1 Construction Manager shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Construction Manager shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work.

GC 76 PROJECT SIGNS

76.1 Construction Manager, at no additional cost to the Village, shall construct a project job sign as indicated and described on the "Site Sign Detail". Construction Manager shall coordinate location of sign with Village's representative and install such sign within 21 days after Village's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Construction Manager's expense. Construction Manager will remove and properly dispose of sign at Substantial Completion of the Project. With the exception of the right reserved by the Village to erect a sign in connection with the Project and unless otherwise provided in the Contract, Construction Manager shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Village.

GC 77 NOT USED

GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

79.2 Required Procedures for Protecting Confidential and/or Exempt Information.

- A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to the Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the Village has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Construction Manager's Work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.
- B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Construction Manager include, but are not limited to:
1. Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the Village;
 2. Security or fire safety system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems in whole or in part;
 3. Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the Village;
 4. Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
 5. Threat assessments;
 6. Emergency evacuation plans;
 7. Sheltering arrangements; or
 8. Manuals for security or fire safety personnel, emergency equipment, security or fire safety training; or otherwise containing narrative and/or graphic content of a security nature.
- C. Obligations.
1. Maintain the Confidentiality of the Confidential Information. The Construction Manager has an obligation to maintain the confidential status of Confidential Information. The Construction Manager shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Village. The Construction Manager shall restrict access to Confidential Information to: 1) the Construction Manager's employees, and/or; 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing contractual services. Prior to releasing any Confidential Information to a Third-party, the Construction Manager shall require those Third Parties to

execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third-party to which the Construction Manager has distributed Confidential Information. **Other than as authorized above, the Construction Manager shall not, without prior written approval of the Village, publish, copy, or otherwise disclose to others any Confidential Information.**

2. Disclosure Warning. If Confidential Information is in written form, the Construction Manager shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt information. If the Construction Manager is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE VILLAGE. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE VILLAGE IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE VILLAGE MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e., email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Construction Manager (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters “PREX” (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.
4. Notification of Improper Disclosure. Village must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Construction Manager shall make a report to the Village not more than seven (7) business days after the Construction Manager learns of such an improper disclosure or unauthorized use of the Confidential Information. The Construction Manager’s report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the Construction Manager has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Construction Manager has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Construction Manager shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the Village. The Construction Manager shall take all steps the Village deems advisable

to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

- D. Survival. The nondisclosure provisions of this Section shall survive the termination of this Contract. The Construction Manager's duty to hold Confidential Information in confidence shall remain in effect until Village sends the Construction Manager written notice releasing the Construction Manager from the provisions of this Section.
- E. Enforcement. The Construction Manager understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the Village in law or equity.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE 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.

GC 80 LIQUIDATED DAMAGES

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the Construction Manager's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Construction Manager or, in the event of its default, the Surety fail to achieve certification of Substantial Completion of the Work within the Contract Time, the Construction Manager or, in the event of its default, the Surety shall pay to the Village, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the GMP Amendment.

The Construction Manager hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by the Village as a result of Construction Manager's delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty against the Construction Manager.

The Village shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Construction Manager by the Village, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Construction Manager to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of the Village of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the Village, the Construction Manager and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the Substantial Completion of the Work by the Village, due to an unreasonable action or delay on the part of the Village.

GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

The Village shall not be liable to the Construction Manager, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by the Construction Manager in connection with this Contract, even if the Village has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation,

opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

GC 82 REQUEST FOR SECTION 179D ALLOCATION

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the Village to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable and if the Construction Manager considers it may be eligible for an allocation of the 179D deduction, then the Construction Manager must apply to the Village through the Architect/Engineer of Record for the project. The Architect/Engineer of Record is responsible for applying to the Village for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the Village the allocation of the deduction. The Village's Representative will provide to Construction Manager the Department's policy and forms related to the Section 179D deduction when requested.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

APPENDIX A

Request for Information

Field Instruction

Field Bulletin

Construction Change Proposal

Change Order

Construction Change Directive

Submittal Transmittal

Deficiency Report

Non-Conformance Report

Construction Manager's Daily Report

Substitution Request Form

Contingency Use Directive

Application for Payment

**CONTRACT EXHIBIT B
SPECIAL CONDITIONS**

SPECIAL CONDITIONS TABLE OF CONTENTS

SC - 1 SPECIAL CONDITIONS

SC - 2 PROJECT TEAM

SC - 3 LOCATION OF WORK

SC - 4 WORK CONSTRAINTS

SC - 5 MEETING SPACE

SC - 6 CONCURRENT WORK

SC – 7 PESTICIDES AND HERBICIDES APPLICATION

SC - 8 NPDES PERMIT FOR STORM WATER DISCHARGE

SC - 9 CRIMINAL HISTORY RECORDS CHECK

SC - 10 TAXES

SC 1 SPECIAL CONDITIONS

The following supplements, modifies, changes, deletes from or adds to the General Conditions of this Contract. Where any paragraph or subparagraph is modified or deleted by these supplements, the unaltered provision of that paragraph, subparagraph or clause shall remain in effect.

SC 2 PROJECT TEAM

Key members of the Project Team as referenced in the specifications are defined as follows:

1. Village: Village of Palm Springs.
2. Construction Manager: TBD
3. Architect: Song & Associates
4. User: Palm Springs Police Department
5. Village's Project Representative: Walt Sanchez, Project Manager
6. CM's Representative: TBD
7. Architect's Representative: Jill Lanigan
8. Governmental and Regulatory agencies having jurisdiction over this project include: Village of Palm Springs Planning, Zoning, & Building Department
9. Utility companies providing service to the project include Florida Power & Light (Electrical), AT&T (Telephone), Village of Palm Springs Utilities Dept. (Water & Sewer)

SC 3 LOCATION OF WORK

230 Cypress Lane, Palm Springs, Fl. 33461

SC 4 WORK CONSTRAINTS

Normal allowable Project Work Hours are from 7:00am to 5:00pm Monday thru Friday. Requests by the Construction Manager to work outside this time frame including weekend and Holiday work shall be made to Village at least 3 workdays prior to the requested work time change.

SC 5 FIELD OFFICE

TBD

SC 6 CONCURRENT WORK

The following work, under separate contract to the Village, is anticipated to occur during the contractual time frames of the Project: TBD

The foregoing in no way limits the Village's rights to execute additional work on the site under separate contract.

SC 7 PESTICIDES AND HERBICIDES APPLICATION

Construction Manager shall provide evidence to Village of proper certification of applicators of pesticides or herbicides prior to the application of those products on Village property.

SC 8 NPDES PERMIT FOR STORM WATER DISCHARGE

On projects where construction activities disturb one acre of land or more, the Construction Manager will be required to comply with the County's NPDES General Permit which includes implementation of a storm water pollution prevention plan (SWPPP) during construction.

SC 9 CRIMINAL HISTORY RECORDS CHECK

9.1 The Construction Manager, the Construction Manager's employees, trade contractors of Construction Manager, employees of trade contractors, subcontractors and suppliers shall comply with FBI CJIS Security Policy, Section 5.12.1, Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJI, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Construction Manager is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Construction Manager acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the VILLAGE.

9.2 Prior to commencement of work within a Critical Facility or CJI Facility, the Construction Manager shall make arrangements through the Village's Fingerprint Section for its employees and those of its subcontractors to have fingerprint based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted a visitor ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Construction Manager will be charged a nominal fee for lost cards.

9.3 Each individual undergoing a criminal justice background check is required to comply with security awareness training.

9.4 Individuals passing the background check will be issued a badge. Construction Manager shall make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the contract work and return them to the Village. If the Construction Manager or its subcontractor terminates an employee who has been issued a badge, the Construction Manager must notify the Village within 2 hours. At the time of termination, the Construction Manager shall retrieve the badge and return it to the Village in a timely manner. The Village reserves the right to suspend any contractor that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the Village regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

9.5 Prior to working within the police facility, the Construction Manager and its employees must complete a 15-minute CJIS Level 1 Security Training with the agency's FCIC Agency Coordinator.

SC 10 TAXES

Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

10.1 Village Furnished Materials

10.1.1 The Construction Manager shall include Florida State Sales Tax (Sales Tax) and other applicable taxes in its bid for material, supplies, and equipment. The Village, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Construction Managers bid and/or contract.

The Village reserves the right to require Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to Village. Any materials purchased by Village pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be

referred to as "Village Furnished Materials" and the responsibilities of both Village and Construction Manager relating to such Village Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract where inconsistencies or conflicts exist. In addition, the Village's standard terms and conditions associated with purchase ordered materials will be applicable to all Village Furnished Materials.

10.1.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the Village, price and other factors considered.

The Construction Manager shall include the price for all construction materials in its bid. Village purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

10.1.3 To enable the Village to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Construction Manager will provide to the Village a list of all intended suppliers, vendors, and materialmen for consideration as Village-Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the Village. The Village will either accept or reject the Construction Manager's recommendations and purchases will be made according to Village procedures.

10.1.4 Construction Manager shall identify materials which the Village will furnish through this Village Furnished Materials clause which will achieve a minimum agreed upon goal of tax savings. Village may agree to furnish materials worth more than the minimum agreed goal. The Construction Manager will provide the necessary clerical and administrative services support required to implement this Special Condition.

In a timely manner, Construction Manager shall prepare "Purchasing Requisition Request Forms" which shall, in form and detail be acceptable to Village, specifically identify the materials which Village may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Construction Manager
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. shipping and handling insurance cost
- g. 100% Performance Bond cost
- h. delivery dates as established by Construction Manager
- i. any reduction in Construction Manager's cost for both the Payment Bond and the Performance Bond
- j. detail concerning bonds or letters of credit provided by the supplier if included in its proposal

Construction Manager shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

10.1.5 The following procedure will be used for the implementation of this program.

After receipt of the Purchasing Requisition Request Form, Village shall prepare Village Purchase Orders (hereinafter Purchase Orders) for items of material which the Village chooses to purchase directly. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the Village. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price.

Promptly upon issuance of each Purchase Order by the Village, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Village's Procurement Specialist or his/her designated representative shall be the approving authority for the Village on Purchase Orders in conjunction with Village Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Village Furnished Materials on the delivery dates provided by the Construction Manager in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a Village Purchase Order, directly to Village of Palm Springs.

10.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the Village one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full value of all Village Furnished Materials to be provided by each supplier from whom the Village elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to Village, plus savings to Construction Manager in the cost of Payment and Performance Bonds associated with such Village Furnished Materials. The Village Manager or his/her authorized representative shall be the approving authority for the Village on deductive Change Orders in conjunction with Village Furnished Materials.

10.1.7 All shop drawings and submittals shall be made in accordance with GC 46, Drawings, Data & Samples, of the General Conditions.

10.1.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by Village in accordance with these Special Conditions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Village due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Village from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

10.1.9 As Village Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Village Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the Village or Project Manager may require. The Construction Manager will then forward the invoice and documentation to the Village through the Project Manager for payment.

10.1.10 The Construction Manager shall insure that Village Furnished Materials conform to the specifications and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformities in Village Furnished Materials upon such visual inspection, the Construction

Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Village of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Construction Manager fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming Village Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to Village resulting from Construction Manager's incorporation of such materials into the Project, including liquidated or delay damages.

10.1.11 The Construction Manager shall maintain records of all Village Furnished Materials incorporated into the Work from the stock of Village Furnished Materials in its possession. The Construction Manager shall account monthly to the Village through the Project Manager for any Village Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.

10.1.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or subcontractor.

10.1.13 Notwithstanding the transfer of Village Furnished Materials by the Village to the Construction Manager's possession, the Village shall retain legal and equitable title to any and all Village Furnished Materials, although the Construction Manager shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Village of Palm Springs."

10.1.14 The transfer of possession of Village Furnished Materials from the Village to the Construction Manager shall constitute a bailment for the mutual benefit of the Village and the Construction Manager. The Village shall be considered the bailor and the Construction Manager the bailee of the Village Furnished Materials. Village Furnished Materials shall be considered returned to the Village for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

10.1.15 The Village shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, Village Furnished Materials.

10.1.16 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of Village Furnished Materials delivered to the project sites during that month and either concur or object to the Village's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the site and any defects in such materials.

10.1.17 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the Village a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the Village. Upon receipt of the appropriate documentation, the Village shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Village to immediately obtain partial or final release of waivers as appropriate.

10.1.18 The Village shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the Village pursuant to these specifications.

10.1.19 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and

acceptable to the Village. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order.

The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY



Office of the Village Manager

June 22, 2022

To: Theresa L. Gonzalez, Procurement Specialist
From: Michael Bornstein, Village Manager 
Subject: Employee Committee Members – Construction Manager at Risk – Police Department Expansion – RFP #2022R-003

Please be advised that I am appointing the following staff members to serve on the Employee Committee for Construction Manager at Risk – Police Department Expansion Request for Proposals (RFP) – RFP #2022R-003 – to evaluate the proposal packages received and provide a recommendation that will be brought to the Village Council for consideration (expected during the September Council Meeting):

- Walt Sanchez
- Marianna Ortega
- Kim Glas-Castro - Chair
- Tom Ceccarelli
- Edgar Morley
- Iramis Cabrera
- Andy Klausner

Also, please note that each Committee Member will be responsible for evaluating each proposal (utilizing a scoring sheet developed by the Chair) in accordance with the determined evaluation criteria that were included within the RFP as well as to follow the Cone of Silence requirement as outlined within the RFP (See Below). Further, from this point forward, please advise each selected Committee member that they may not have any communications with each other regarding this item outside of a duly noticed public meeting as provided within the state's sunshine law.

1.14 Cone of Silence [also provided in 58-5 (5) – Village Code]

a. "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village between:

1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and
2. Any council member; any member of the selection committee; the village manager; or, any village employee authorized to act on behalf of the village to award or recommend award of a particular purchase.

b. For the purposes of this section, an entity's or person's representative shall include, but not be limited to, the entity's or person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the entity or person.

c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other requested response to a competitive selection procedure. The cone of silence applies to any entity or person or any entity's or person's representative who responds to a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village, and shall remain in effect until such response is either rejected by the village as applicable or withdrawn by the entity or person or entity's or person's representative. The invitations to bid, RFPs, ITNs or any other competitive selection procedure shall include the notice of the cone of silence and refer to this sub-section.

d. The provisions of this sub-section shall not apply to oral communications at any public proceeding, including pre-bid conferences, presentations before selection committees, authorized contract negotiations, presentations made to the village council, and purchasing protests. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee; any dispute resolution process following the filing of a protest between the entity or person filing the protest and any employee; or, any written correspondence at any time with any employee, council member, the village manager or selection committee member unless specifically prohibited by the applicable competitive selection procedure.

e. The cone of silence shall not apply to any purchasing anticipated to have a total value of \$25,000.00 or less.

f. The cone of silence shall terminate at the time the council, finance department, or village manager as applicable, awards or approves a contract, rejects all bids, proposals or other requested responses, or otherwise takes action which ends the purchasing procedure.

g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.



RFP 2022R-003
CM @RISK FOR POLICE DEPARTMENT EXPANSION
Virtual E-Bid Submittal - June 21, 2022
Virtual E-Bid Opening - June 22, 2022

Staff Present:

Andrew Klausner, VPS Public Works
Tom Ceccarelli, VPS Police Chief
Kimberly Wynn, Village Clerk

Meeting Start: 11:00 AM

Meeting End: 11:04 AM

Name	Email	Address
Pirtle Construction Company	jbrancaccio@pirtleconstruction.com	2101 Vista Parkway West Palm Beach, FL 33411
Kaufman Lynn Construction, Inc	izalkin@kaufmanlynn.com	3185 S Congress Avenue Delray Beach, FL 33445
Sisca Construction	doreen@siscaconstruction.com	5589 Okeechobee Blvd Ste 201 West Palm Beach, FL 33417
Di Pompeo Construction Corporation	jdipompeo@dipompeoconstruction.com	2301 NW 33rd Court Unit 102 Pompano Beach, FL 33069
Hedrick Brothers Construction Co, Inc	sburnie@hedrickbrothers.com	2200 Centrepark West Drive West Palm Beach, FL 33409
JP Cullen and Sons	INCOMPLETE	330 E Delavan Drive Janesville, Wisconsin 53546



Village of Palm Springs CMAR Police
Department Expansion - Task #269

RFP No. 2022R-003
June 21, 2022

26
**PUBLIC SAFETY
FACILITIES**

**YOUR
LOCAL
PUBLIC
SAFETY
EXPERTS**

KL **KAUFMAN LYNN
CONSTRUCTION**



3185 South Congress Avenue
Delray Beach, FL 33445
o 561.361.6700 | f 561.361.6979

www.kaufmanlynn.com

QC 021732

June 21, 2022

Procurement Specialist Theresa Gonzalez
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Ms. Gonzalez and Selection Committee Members:

Kaufman Lynn Construction (KL) is a LOCAL Palm Beach County based construction company that has a proven track record of delivering projects utilizing the CM at Risk method for over three decades. We will work in partnership with the Village of Palm Springs and your architect for this project, Song & Associates, to build facilities that meet and exceed your immediate needs and construct structures that will be built to last for decades. We bring the right mix of attitude, relationships and expertise, including:



Song + Associates, Inc.
Architecture • Planning • Interior Design

PROVEN TEAMWORK WITH THE ARCHITECT

We have worked together on projects for decades and **recently completed the latest Police Facility in Palm Beach County as a team and are in preconstruction on a PBSO facility.** KL and Song + Associates are effective as a team and we will be able to get better results for the Village of Palm Springs Police Department Expansion.

PUBLIC SAFETY EXPERTISE

From Police Facilities to related facilities we have more experience in public safety facilities than others in South Florida. We will work with the Village of Palm Springs to make sure our expertise developed on other projects make your facility a better functioning police department.

We understand that every facility is unique which is why step one for KL will be to discuss with the Village of Palm Springs your goals and specific use case. Our team will implement an approach that equips the Police Department Expansion project with advanced technology and special flexibility. We will work to provide the Village with price and performance (first and long-term cost) for all desired components so you can make the best decision in order for this facility to work for you on day one and in decades to come.

26
PUBLIC SAFETY
FACILITIES

TABLE OF CONTENTS

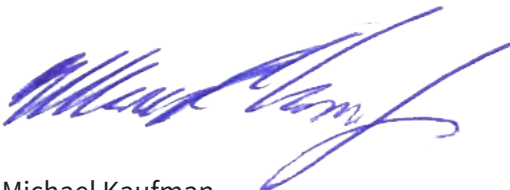
2.16
MILLION SF
GOVERNMENT
FACILITIES

CMAR GOVERNMENT BUILDERS

KL has built **more than 2,160,000 SF of government facilities** in South Florida! With experience ranging from City Hall Campus projects to office renovations, we understand the needs of government clients when it comes to secure facilities. The team brings lessons learned to benefit the Village of Palm Springs Police Department from preconstruction through building commissioning.

We appreciate your thorough consideration of the KL capabilities and proven experience. We look forward to being a reliable, cost-effective and quality partner on this important project for the Village of Palm Springs and the community.

Sincerely,



Michael Kaufman
CEO, Kaufman Lynn Construction



	LETTER OF INTEREST	
TAB 1	TABLE OF CONTENTS	3
TAB 2	LETTER OF INTENT FROM SURETY COMPANY	5
TAB 3	PROPOSAL CERTIFICATION FORM (ATTACHMENT A)	7
TAB 4	ADDENDUM TO PROPOSAL CERTIFICATION FORM (ATTACHMENT A-1)	11
TAB 5	RELATED EXPERIENCE	13
TAB 6	CLAIMS AND LITIGATION HISTORY	33
TAB 7	PRE-CONSTRUCTION SERVICES STAFF	35
TAB 8	CONSTRUCTION SERVICES STAFF	41
TAB 9	PROJECT MANAGEMENT SERVICES	47
TAB 10	VOLUME OF PREVIOUS WORK FORM (ATTACHMENT B)	63
TAB 11	LOCATION OF OFFICES	65
TAB 12	CONFLICT OF INTEREST DISCLOSURE FORM (ATTACHMENT D)	69
TAB 13	ADDITIONAL INFORMATION	71





June 21, 2022

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

RE: Kaufman Lynn Construction

Construction Manager (CM) at Risk Services for Police Department Expansion, Task Order
#269 - #2022R-003

To Whom It May Concern:

We are pleased to share with you our favorable experience and high regard for Kaufman Lynn Construction, Inc. Kaufman Lynn has a 30-year track record for outstanding performance on a wide-ranging scope of projects for public and private owners. We routinely receive positive feedback from bond holders regarding the company's ability to deliver high-quality projects on time and on budget.

Hartford Fire Insurance Company provides surety bonds on behalf of Kaufman Lynn Construction, Inc. for single projects over \$175 Million and an overall program in excess of \$600 Million. Kaufman Lynn has available bonding capacity in excess of \$350 Million.

Hartford Fire Insurance Company is A.M. Best rated A+ XV and listed on the Department of Treasury's Listing of Approved Sureties with an underwriting limitation of \$991,602,000 on a per bond basis. Hartford Fire Insurance Company is licensed to do business in the State of Florida.

Hartford Fire Insurance Company is prepared to consider providing on their behalf payment and performance bonds for the above referenced project in an amount equal to or greater than one hundred percent (100%) of the estimated construction cost. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of Kaufman Lynn Construction, Inc.

This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between Kaufman Lynn Construction, Inc., and Hartford Fire Insurance Company.

Sincerely,

Kathleen M. Coen
Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC
Agency Code: 39-427620

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :
Kathleen M. Coen, Louis J. Bensinger, Gary J. Giulietti, Renee Hugar, Tammy L. Orehek, Holly Tallone, Julia Zalesky of BLUE BELL, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 21, 2022

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

RFP ATTACHMENT 'A'
PROPOSAL CERTIFICATION FORM
CM SERVICES FOR
POLICE DEPARTMENT EXPANSION
TASK ORDER #269

(proposer must complete, sign and return with proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that proposer has received and understands all addendums issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	<u>1</u>	Date of Addendum	<u>6/8/22</u>
Addendum #	<u>2</u>	Date of Addendum	<u>6/16/22</u>
Addendum #	<u> </u>	Date of Addendum	<u> </u>
Addendum #	<u> </u>	Date of Addendum	<u> </u>

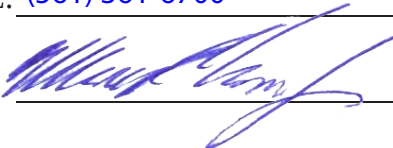
PROPOSER (firm name): Kaufman Lynn Construction, Inc.

FIRM ADDRESS: 3185 South Congress Avenue, Delray Beach, FL 33445

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Michael I. Kaufman

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: mkaufman@kaufmanlynn.com, cc: jzalkin@kaufmanlynn.com

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: (561) 361-6700

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: President/CEO DATE: June 17, 2022



Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

CM @ RISK FOR POLICE DEPARTMENT EXPANSION

Addendum No. 1

June 8, 2022

PROPOSALS DUE: 2:00 PM, Local Time, June 21, 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 **CM @ RISK FOR POLICE DEPARTMENT EXPANSION** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. New Conceptual Plan & Schematic Design

Attached

IN THE SPECIFICATIONS

1. N/A

Receipt acknowledged and conditions agreed to the 8th day of June, 2022.

Kaufman Lynn Construction

Bidder

Mike I. Kaufman

By



Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

CM @ RISK FOR POLICE DEPARTMENT EXPANSION

Addendum No. 2

June 16, 2022

PROPOSALS DUE: 2:00 PM, Local Time, June 21, 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 **CM @ RISK FOR POLICE DEPARTMENT EXPANSION** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. N/A

IN THE SPECIFICATIONS

2. Revised RFP Attachment 'B'

Receipt acknowledged and conditions agreed to the 16th day of June, 2022.

Kaufman Lynn Construction, Inc.

Bidder

Mike I. Kaufman

By

A modern training room with a curved wooden podium on the left, a large screen displaying a police badge and the text "Setting the Benchmark for Excellence", and several long wooden tables with blue chairs. The room has a drop ceiling with recessed lights and a window on the right wall.

The Proposer shall select the appropriate box:

_____ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

TITLE: President/CEO DATE: June 17, 2022

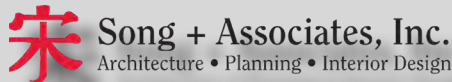


TAB 5: RELATED EXPERIENCE

For over 30 years, Kaufman Lynn Construction (KL) has been providing quality construction here in Palm Beach County. We specialize in public facilities, **having successfully completed hundreds of municipal and other public facilities – specifically Public Safety facilities.** Many of our projects are critical buildings, involve high technology components, and include

built-in flexibility for future adaptations. The new Police Department Expansion is an important building for the public and community. We will be a **PROACTIVE PARTNER** bringing lessons learned and **INNOVATIVE SOLUTIONS** from the hundreds of projects we have built locally over the years.

PROVEN TEAM WORK WITH SONG & ASSOCIATES



We have worked together on projects for decades and recently completed the latest police facility in Palm Beach County as a team. KL and Song + Associates are effective as a team and we will be able to get better results for The Village of Palm Springs.

PUBLIC SAFETY EXPERTISE

26
PUBLIC SAFETY
PROJECTS

From police facilities to maintenance and storage facilities we have more experience in public safety facilities than others in South Florida. We will work with The Village of Palm Springs to make sure our expertise developed on other projects makes your facility a better functioning station.

TAILORING TO THE VILLAGE OF PALM SPRINGS



We understand that every facility is unique which is why step one for KL will be to discuss with the Village your goals and specific use case. We will provide the Village with price and performance (first and long-term cost) for all desired components so you can make the best decision in order for this facility work for you both day one and decades to come.

Please find just a sampling of related projects that we have built that highlight our experience with Song and Associates and Public Safety facilities on the following pages.

Since our 1989 founding, Kaufman Lynn has come to specialize in public safety facilities in South Florida. The following are KL project that focus on public safety; however, many more projects KL has built include public safety components within the overall facility beyond these 26 projects. We understand the nuances of public safety facilities.

POLICE ONLY FACILITIES

- Cape Coral Police Training Facility
- Jupiter Police Headquarters
(A Song + Associates Design)
- Palm Beach Sheriff’s Office Annex
(A Song + Associates Design)
- Pompano Beach Public Safety Renovations



MIXED (POLICE/FIRE) FACILITIES

- Coconut Creek EOC & 911 Call Center
- Collier County Heritage Bay Government Center
- Coral Springs Municipal Complex
- Boca Raton Police and Fire Training Facility
- Hollywood Beach Public Safety
- Hollywood 56th Ave Public Safety
- Miami Beach Fire Station 1 & 911 Call Center
- Oakland Park Emergency Operations Center
- Lighthouse Point Fire Station 22/ Administration/EOC
- Pompano Beach Emergency Operations Center
- Riviera Beach Fire Station 88 (Temporary Admin, Temporary EOC)
- Riviera Beach Fire Station 87/ Administration/EOC

FIRE ONLY FACILITIES

- Boca Raton Fire Station 5
- Boca Raton Fire Station 31
- Coral Springs Fire Station 43
- Coral Springs Fire Station 95
- Highland Beach Fire Station 6
- Oakland Park Fire Station 9
- Riviera Beach Fire Station 86
- Riviera Beach Fire Station 89 Renovation
- Pompano Beach Fire Station 63 Renovation
- Hollywood Fire Station 74



KAUFMAN LYNN IS YOUR PUBLIC SAFETY BUILDER.

26
PUBLIC SAFETY
FACILITIES



2.16
MILLION SF
GOVERNMENT
FACILITIES



267
CMAR
PROJECTS





- Public Safety
- CMAR
- Secured Parking
- Access Roads
- Fast Track
- Multiple Stories
- Same Architect

*The latest police facility in Palm Beach County with your architect. The **SAME TEAM** that built this will build your project.*

Jupiter Police Headquarters

Jupiter, Florida

New construction of a 39,000 SF Police Department has been designed to withstand 192 mph winds and also houses the town's IT data center and serves as the emergency operations center. The project also includes a veterans' memorial and site improvements, as well as the demolition of an existing Police Department building, and other structures after completion of the new facility. **KL is now moving on to Phase II with Song & Associates to build the new Jupiter Town Hall.**

Project Completion Date: September 2020
 Project Size: 39,000 SF
 Construction Cost: \$16.8 million
 Delivery Method/Role: CM at Risk
 Names of Key Individuals: Mike Kaufman, Jon Tori, Neil Richardson, Jeff Zalkin
 Owner Reference: Michael Vilella, Town of Jupiter
 561.741.2218
 michaelv@jupiter.fl.us
 Architect Reference: Robert Castrovinci, Song & Associates
 561.655.2423
 rcastrovinci@songandassociates.com



Fast Track

The project had a 3 month funding delay but achieved a TCO in 13 months despite COVID related delays in inspections, workforce, and product manufacturing. We expedited all materials to offset any delays and improve upon our schedule for this Fast Track project.

Enhanced Security Features

The building is rated for 192 mph winds as an Emergency Operations Center. It has a precast concrete site wall around the police parking compound with sliding drive gates. The drive gates will be operated off of window stickers on the car windshields. The two high wind and high speed overhead doors at the sallyport can be opened and closed with a fob, allowing police officers to unload "visitors" securely. The men's and women's holding cells and a DUI holding cell is equipped with a security rated ceiling along with tamper proof sprinkler heads and cameras. The access control is high end to prevent the public from going into secured areas.





Town of Jupiter

August 12, 2020

To whom it may concern,

In our experience, Kaufmann Lynn has been an outstanding team to work with throughout the construction of the new Town of Jupiter Police Department facility as well as the Veterans Memorial.

Kaufman Lynn has met all of our standards and expectations, delivered high quality workmanship and has provided exceptional service throughout all phases of the project. They have also completed the project within the required time frame and within the allowed budget.

We would highly recommend Kaufman Lynn to any other organization.

If you have any questions, please feel free to contact me directly.

Sincerely,

Roger Held
Building Official
Town of Jupiter
210 Military Trail
Jupiter FL 33458
(561) 741-2669
rogerh@jupiter.fl.us

Jupiter Police Department



David E. England, Chief of Police

May 24, 2021

To Whom It May Concern,

The Town of Jupiter Police Department was envisioned as a facility that could serve the police department and residents of Jupiter for many years to come. The facility also serves as the Town's data center, housing critical information technology infrastructure in a safe and secure environment. The building provides an efficient and constructive environment for the members of the department to work in, while being inviting to the public. The building is also storm rated, and will serve as the Town's emergency operations center in the event of a major storm or hurricane.

Kaufman Lynn Construction proved to be very capable and engaged throughout the construction process, and they excelled at communicating with the project stakeholders. Their team was receptive to the needs and concerns of the Town, and tackled any changes and requests in stride. Remarkably, the project was completed 'on time and on budget' despite the challenges presented by the COVID-19 pandemic. The project resulted in a building that greatly enhanced the efficiency of the work environment for both civilian and sworn members of the agency.

The dedication to delivering a quality facility did not end when the first desk was moved into place. The Kaufman Lynn team were on-site daily during the early phases of occupancy to ensure there were no issues that would affect our operations. They remained responsive, and played a vital role in ensuring all of the components of the facility were functioning as expected as we moved over vital public safety operations from our previous building. The team took obvious pride in the work they were doing, and strived to deliver a top-notch building on time and on budget.

Sincerely,

David E. England
Chief of Police

宋

May 24, 2021

To Whom It May Concern:

Song + Associates, Inc. is pleased to provide this recommendation letter for Kaufman Lynn Construction. We have worked with numerous construction firms over the years and consider Kaufman Lynn one of the top construction managers in the marketplace based on their ability to embrace a total team approach to any project they are awarded.

Recently, Song + Associates had the pleasure of working with Kaufman Lynn on a new Police Headquarters building for the Town of Jupiter. This 36,000 square foot building also includes the Town's IT Data Center and serves as an emergency operations center (EOC). The building is Phase I of a municipal complex that will feature a new Town Hall, parking garage, and athletics facilities. We are looking forward to continuing our collaboration with this outstanding team.

Kaufman Lynn worked alongside us and the Town to ensure the project was delivered successfully, not only from a budgetary standpoint, but also in the quality of workmanship. Kaufman Lynn was responsive in providing the team expert knowledge on price, constructability, and function. Their feedback enabled key decisions to be made in a timely manner, keeping the project moving forward at all times despite the challenges faced due to the COVID-19 pandemic.

As always, we appreciated Kaufman Lynn's attentiveness to the design intent and owner's goals. For example, knowing that this building would house emergency operations for the Town, Kaufman Lynn helped the Town secure grant funds which provided additional funds for hardening of the structure. Originally designed to withstand winds of 170 mph, Kaufman Lynn brought in trade partners so we could together develop strategies to increase the wind rating to 194 mph. Their informed suggestions for alternative methods and materials for construction were helpful and embraced the architectural vision and, most important – the long-term needs of the client.

In our experience, Kaufman Lynn delivers on their promises. We consider Kaufman Lynn a firm that truly understands the importance of teamwork. We look forward to having the opportunity to work with them in the future.

Sincerely,



Jill Lanigan
Principal
Song + Associates, Inc.

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

Public Safety

Government Facility

CMAR

Site Improvements

Same Architect

VIEW FROM JOG RD SOUTH

VIEW FROM JOG RD NORTH

宋

PBSO HEADQUARTERS ANNEX

West Palm Beach, Florida

New construction of a 25,000 SF building to house the new PBSO District 1 substation, new Marine Unit facility with vehicle repair shop, a specialty vehicle storage shelter, and all associated site improvements.

Project Completion Date:	July 2022
Project Size:	25,000 SF
Construction Cost:	\$9.4 million
Delivery Method/Role:	CM at Risk/Prime
Names of Key Individuals:	Mike Kaufman, John Huddleston, Jeff Zalkin
Owner Reference:	Fernando Del Dago 561.655.2423 ext. 114 FDelDago@pbcgov.org
Architect Reference:	Robert Castrovinci, Song & Associates 561.655.2423 rcastrovinci@songandassociates.com

CONCEPTUAL SCHEMATIC ELEVATIONS – WITHOUT COMMUNITY MEETING



PARTIAL NORTH ELEVATION



EAST ELEVATION

宋 Song + Associates, Inc.
Architecture • Planning • Interior Design

KL KAUFMAN LYNN
CONSTRUCTION

PROJECT!



CONCEPTUAL SCHEMATIC



- Government
- Utilities
- Access Roads
- Same Architect
- Hurricane Hardened

Coral Springs Municipal Complex

Miami, Florida

New construction of a 5-story, 68,000 SF municipal facility and freestanding, 4-level parking garage. The complex includes an Emergency Operations Center, City Commission chambers, general offices, meeting rooms, and a one stop shop for citizen services.

Project Completion Date: February 2018
Project Size: 285,000 SF
Construction Cost: \$34 million
Delivery Method/Role: Design-Bid-Build/Prime
Names of Key Individuals: Mike Kaufman, Jon Tori, Marc Savoy, Jeff Zalkin
Owner Reference: Alexander Hernandez
954.344.1000
ahernandez@coralsprings.org
Architect Reference: Robert Castrovinci, Song & Associates
561.655.2423
rcastrovinci@songandassociates.com



February 6, 2018

To Whom It May Concern:

Song + Associates, Inc. is pleased to provide this recommendation letter for Kaufman Lynn Construction for future projects. We have worked with numerous construction firms over the years and consider Kaufman Lynn one of the top construction managers in the marketplace based on their ability to embrace a total team approach to any project they are awarded.

Recently, Song + Associates had the pleasure of working with Kaufman Lynn on a 5-story Municipal Complex and Parking Garage for the City of Coral Springs. This 148,480 square foot complex houses the new City Hall, City Commission chambers, meeting rooms for community organizations, future retail and cultural space, a civic plaza, and a connected 4-level parking garage. Kaufman Lynn worked alongside us and the City to ensure the project was delivered successfully not only from a budgetary standpoint, but also in the quality of workmanship. Kaufman Lynn was responsive in providing the team expert knowledge on price, constructability, and function. Their feedback enabled key decisions to be made in a timely manner, keeping the project moving forward at all times.

Throughout our history with Kaufman Lynn, they have continually been a partner and focus on teamwork to help everyone succeed. Their attentiveness to the design intent and owner's goals allows for informed suggestions for alternative methods and materials for construction while still embracing the architectural vision.

In our experience, Kaufman Lynn delivers on their promises. We consider Kaufman Lynn a firm that truly understands the importance of teamwork. We look forward to having the opportunity to work with them in the future.

Sincerely,

Jill Lanigan
Principal
Song + Associates, Inc.

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



- Public Safety
- Multiple Stories
- Access Roads
- Hurricane Hardened



- Public Safety
- Multiple Stories
- Hurricane Hardened
- Utilities

Coconut Creek EOC

Coconut Creek, Florida

Demolition of the existing public works facility and the construction of a 24,500 SF, two-story replacement building. The new facility includes a 1,200 SF data center that supports the City's Emergency Operations Center as well as a consolidated Regional 911 Dispatch Center. The data center has a UPS system battery back-up system, double action fire suppression system, redundant HVAC system with two dedicated air handlers blowing air into the raised floor system.



- Project Completion Date: July 2013
- Project Size: 24,500 SF
- Construction Cost: \$6.9 million
- Delivery Method/Role: Design-Bid-Build/Prime
- Names of Key Individuals: Mike Kaufman
- Owner Reference: Jim Berkman, City of Coral Springs
954.93.6780
JBerkman@coconutcreek.net
- Architect Reference: Alan Fertel, Walters Zachria
954.533.4123
alanwza@bellsouth.net

Riviera Beach Fire Station 88 & Admin Center

Riviera Beach, Florida

Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project features 4 apparatus bays, sleeping and private restroom facilities for firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a second floor fire operations/admin center.



- Project Completion Date: December 2022
- Project Size: 28,000 SF
- Construction Cost: \$16.6 million
- Delivery Method/Role: Design-Build/Prime
- Names of Key Individuals: Mike Kaufman, Bryan Ardner, John Huddleston, Jeff Zalkin
- Owner Reference: John Curd, City of Riviera Beach
600 Blue Heron Blvd, Riviera Beach, FL 33404
561-843-0976
jcurd@rivierabeach.org
- Architect Reference: Jess Sowards, CSA Architects
134 NE 1st Avenue
Delray Beach, FL 33444
561.276.4951
jess@csa-architects.com

MULTIPLE FIRE STATIONS

RIVIERA BEACH FIRE STATION 88 IS ONE OF THREE FIRE STATIONS WE ARE BUILDING AS PART OF A MULTI-PROJECT CONTRACT WITH THE CITY OF RIVIERA BEACH. IN TOTAL, KL WILL BUILD:

- RIVIERA BEACH FIRE STATION 88
- RIVIERA BEACH FIRE STATION 87
- RIVIERA BEACH FIRE STATION 86



Public Safety

Multiple Stories

Access Roads

Hurricane Hardened



Public Safety

CMAR

Access Roads

Hurricane Hardened

Hollywood Beach Safety Complex

Hollywood, Florida

New construction of a 34,000 SF, 2-story Public Safety Building with a 3 bay Fire Station, Beach Safety and Community Redevelopment Agency offices and parking and renovation of an existing 1-story historic structure. This shell design, along with impact rated windows, has the ability to withstand 155 mph wind and storm conditions equal to or greater than a Category 5 storm.

Project Completion Date: June 2012
 Project Size: 44,254 SF
 Construction Cost: \$6.6 million
 Delivery Method/Role: Design-Bid-Build/Prime
 Names of Key Individuals: Mike Kaufman
 Owner Reference: Jitendra Patel, City of Hollywood
 954.921.3930
 jpatel@hollywood.fl.org
 Architect Reference: Anderson Slocombe, CH2M Hill
 561.904.7400
 anderson.slocombe@ch2m.com



Lighthouse Point Fire Station and EOC

Lighthouse Point, Florida

New construction of a 2-story, 16,100 SF public safety facility. Built to withstand a category 5 hurricane, the second floor is dedicated for an emergency operations center. The ground floor serves operations for the fire station serving 24 firefighter/paramedics, two chief officers and a secretary. The station includes three drive-through emergency vehicle parking stalls, vehicle exhaust system, individual sleeping quarters, bunker storage, medical storage training room, decontamination area, kitchen and dayroom, offices, and a generator.

Project Completion Date: June 2022
 Project Size: 16,100 SF
 Construction Cost: \$7.6 million
 Delivery Method/Role: CM at Risk/Prime
 Names of Key Individuals: Mike Kaufman, Neil Richardson, Jeff Zalkin
 Owner Reference: Bill Gallo
 954.461.6624
 wgallo@galloherbert.com
 Architect Reference: Jose Aguila, CSA
 561.276.4951
 jose@csa-architects.com





- Public Safety
- CMAR
- Access Roads
- Hurricane Hardened



- Public Safety
- CMAR
- Secured Parking
- Access Roads

Pompano Beach EOC

Pompano Beach, Florida

Construction of a new 15,000 SF fire rescue and logistics complex which includes an administrative center, EOC, and a fire and EMS distribution center with storage space for emergency apparatus for the City of Pompano Beach. The facility includes a public lobby and various activity areas, as well as office space, multi-purpose meeting space and accompanying support spaces. The building is designed to achieve LEED certification.



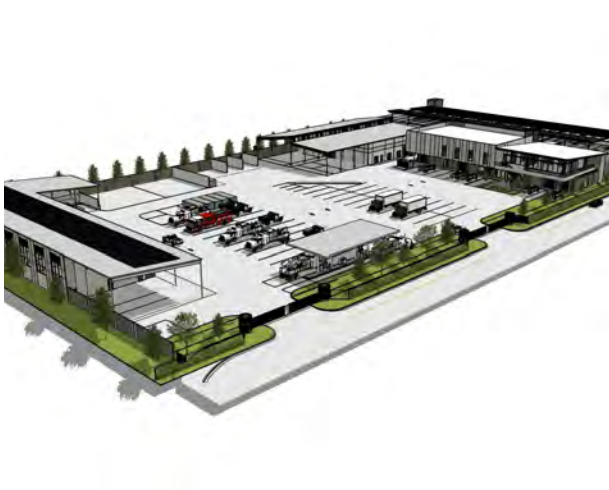
- Project Completion Date: March 2023
- Project Size: 36,000 SF
- Construction Cost: \$19.6 million
- Delivery Method/Role: CM at Risk/Prime
- Names of Key Individuals: Mike Kaufman, Jeff Zalkin
- Owner Reference: Horacio Danovich
954.786.7834
Horacio.danovich@copbfl.com
- Architect Reference: Manny Synalovski
954.961.6806
msynalovski@synalovski.com

Oakland Park EOC and Public Works

Oakland Park, Florida

New facility for Public Works which will include 12,800 SF of offices & EOC, 13,250 SF materials storage at Stevens Park, as well as a new 16,500 SF Public Works fleet management/maintenance and fueling facility, vehicle wash area, a 5,400 SF storage building, and 2-story, 80,000 SF parking garage.

- Project Completion Date: March 2024
- Project Size: 111,450 SF
- Construction Cost: \$17 million
- Delivery Method/Role: CM at Risk/Prime
- Names of Key Individuals: Mike Kaufman, Jeff Zalkin
- Owner Reference: Sierra Marrero, City of Oakland Park
954.274.0581
sierra.marrero@oaklandparkfl.gov
- Architect Reference: Don Wilkin, ACAI Architects
954.609.8089
dwilkin@aecmworld.com





FLORIDA PROJECTS OVER \$5 MILLION STARTED IN THE PAST 5 YEARS

Blue denotes active projects PS denotes Public Safety

PS Riviera Beach Fire Station #88

Location: Riviera Beach
 Owner: City of Riviera Beach, John Curd, 561.845.4104
 Construction Cost: \$16.6 million

PS Riviera Beach Fire Station #87 and EOC

Location: Riviera Beach
 Owner: City of Riviera Beach, John Curd, 561.845.4104
 Construction Cost: \$15.0 million

PS Lighthouse Point Fire Station 22

Location: Lighthouse Point
 Owner: City of Lighthouse Point, Jennifer Oh, 954.943.6500
 Construction Cost: \$7.6 million

PS Miami Beach Fire Station 1

Location: Miami Beach
 Owner: City of Miami Beach, Colette Satchell, 786.526.4447
 Construction Cost: \$6.5 million

PS Oakland Park GO Bond including EOC

Location: Oakland Park
 Owner: City of Oakland Park, Sierra Marrero, 954.274.0581
 Construction Cost: \$10.0 million

PS Pompano Beach EOC

Location: Pompano Beach
 Owner: City of Pompano Beach, Horacio Danovich 954.786.7834
 Construction Cost: \$19.6 million

PS PBSO Headquarters Annex

Location: West Palm Beach
 Owner: Palm Beach County, Fernando Del Dago, 561.655.2423 ext. 114
 Construction Cost: \$9.4 million

Heritage Bay Government Services Center

Location: Naples
 Owner: Collier County Tax Collector, Ron Stoneburner, CFC, 239.252.8171
 Construction Cost: \$11.7 million

PS Jupiter Police Headquarters

Location: Jupiter
 Owner: Town of Jupiter, Michael Villella, 561.741.2218
 Construction Cost: \$16.8 million

Maltz Jupiter Theatre

Location: Jupiter
 Owner: Maltz Jupiter Theatre, Andrew Kato, 917.324.0766
 Construction Cost: \$29.3 million

Bluesten Park

Location: Hallandale Beach
 Owner: City of Hallandale Beach, Gregg Harris, 954.328.1926
 Construction Cost: \$20.6 million

McNair Park Improvements

Location: Pompano Beach
 Owner: City of Pompano Beach, Horacio Danovich 954.786.7834
 Construction Cost: \$10.3 million

Nebraska Street Parking Garage

Location: Hollywood
 Owner: City of Hollywood, Moshe Anuar, 954.924.2980
 Construction Cost: \$10.3 million

Merrimac Plantation

Location: Plantation
 Owner: Merrimac Ventures, Nitin Motwani, 954.368.4203
 Construction Cost: \$55.6 million

Brightline Garage

Location: Boca Raton
 Owner: Brightline, Brian Kromberg, 305.796.6083
 Construction Cost: \$14.7 million

Don Soffer Aventura High School

Location: Aventura
 Owner: City of Aventura, Antonio Tomei, 305.466.8923
 Construction Cost: \$12 million

Heritage Bay Government Services Center

Naples, Florida

The project consists of a new 22,780 SF single story administrative building encompassing a Tax Collector’s office and other constitutional offices as well as a public meeting place.

This building also houses satellite offices for the property appraiser, supervisor of elections and select services of the clerk of courts. Future phases may include an additional office building, an EMS station, and a parking garage.



Project Completion Date: January 2022
 Project Size: 22,780 SF
 Construction Cost: \$11.7 million
 Delivery Method/Role: CM at Risk/Prime
 Names of Key Individuals: Mike Kaufman, Bryan Ardner
 Owner Reference: Ron Stoneburner, CFC
 Collier County Tax Collector
 239.252.8171
 rstoneburner@colliertax.com
 Architect Reference: Ken J. Anderson
 703.720.0303
 ken.j.anderson@stantec.com

PBCSD Renovation Projects

Location: Palm Beach County
Owner: Palm Beach County School District, David Dolan, 561.882.1923
Construction Cost: \$53.4 million

Canyon District Park - Phase I

Location: Boynton Beach
Owner: Palm Beach County, John Chesher, 561.233.0266
Construction Cost: \$10.7 million

Pompano Garage

Location: Pompano Beach
Owner: City of Pompano Beach, Adriane Esteban, 954.786.7841
Construction Cost: \$20.6 million

TBE Schaefer Campus Renewal

Location: Boca Raton
Owner: Temple Beth El, Steve Kaufman, 561.750.9233
Construction Cost: \$ 11.4 million

JM Family Complex

Location: Deerfield Beach
Owner: JM Family, Mike Tiufekchiev, 954.429.2040
Construction Cost: \$150 million

Congress Avenue Development

Location: Delray Beach
Owner: FFS Partners, Mike Kaufman, 561.239.6119
Construction Cost: \$14 million

Springs at Cape Coral

Location: Cape Coral
Owner: Continental Properties, Brian Nick 262.623.9262
Construction Cost: \$35.6 million

Wellington Bay

Location: Wellington
Owner: ZOM Living, Carlos Rivera, 954.618.4423
Construction Cost: \$20 million

Plantation Walk

Location: Plantation
Owner: Encore, James Hancock, 561.961.1269
Construction Cost: \$79.5 million

Quadro

Location: Miami
Owner: Juan Carlos Freyre, 786.230.1040
Construction Cost: \$48.4 million

Miami River Walk

Location: Miami
Owner: Mast Capital, Carlos Larrieu, 305.345.7241
Construction Cost: \$57.9 million

H3 Hollywood East

Location: Hollywood
Owner: Hollywood East LLC, Daniel Thompson, 305.525.4531
Construction Cost: \$6.6 million

Pacifica

Location: Boynton Beach
Owner: Alta Developers, Juan Carlos Freyre, 786.230.1040
Construction Cost: \$39 million

Coral Reef Commons

Location: Miami
Owner: Ram, Jim Sopher 561.257.2596
Construction Cost: \$46.4 million

321 at Water’s Edge

Location: Ft. Lauderdale
Owner: Sobel Company, Tirso San Jose 561.994.3434
Construction Cost: \$25 million

Art Square Hallandale

Location: Hallandale
Owner: Integra, Darin Montgomery, 561.281.2236
Construction Cost: \$53 million

Golden Glades Multimodal Transportation Hub

Location: Miami
Owner: Florida Department of Transportation, Sergio Gonzalez, P.E., 786.229.7222
Construction Cost: \$56.3 million

Miline at Ludlam Trail

Location: Miami
Owner: ZOM Living, Mike Yasuna, 954.779.7950
Construction Cost: \$58.2 million

TAB 6: CLAIMS AND LITIGATION HISTORY

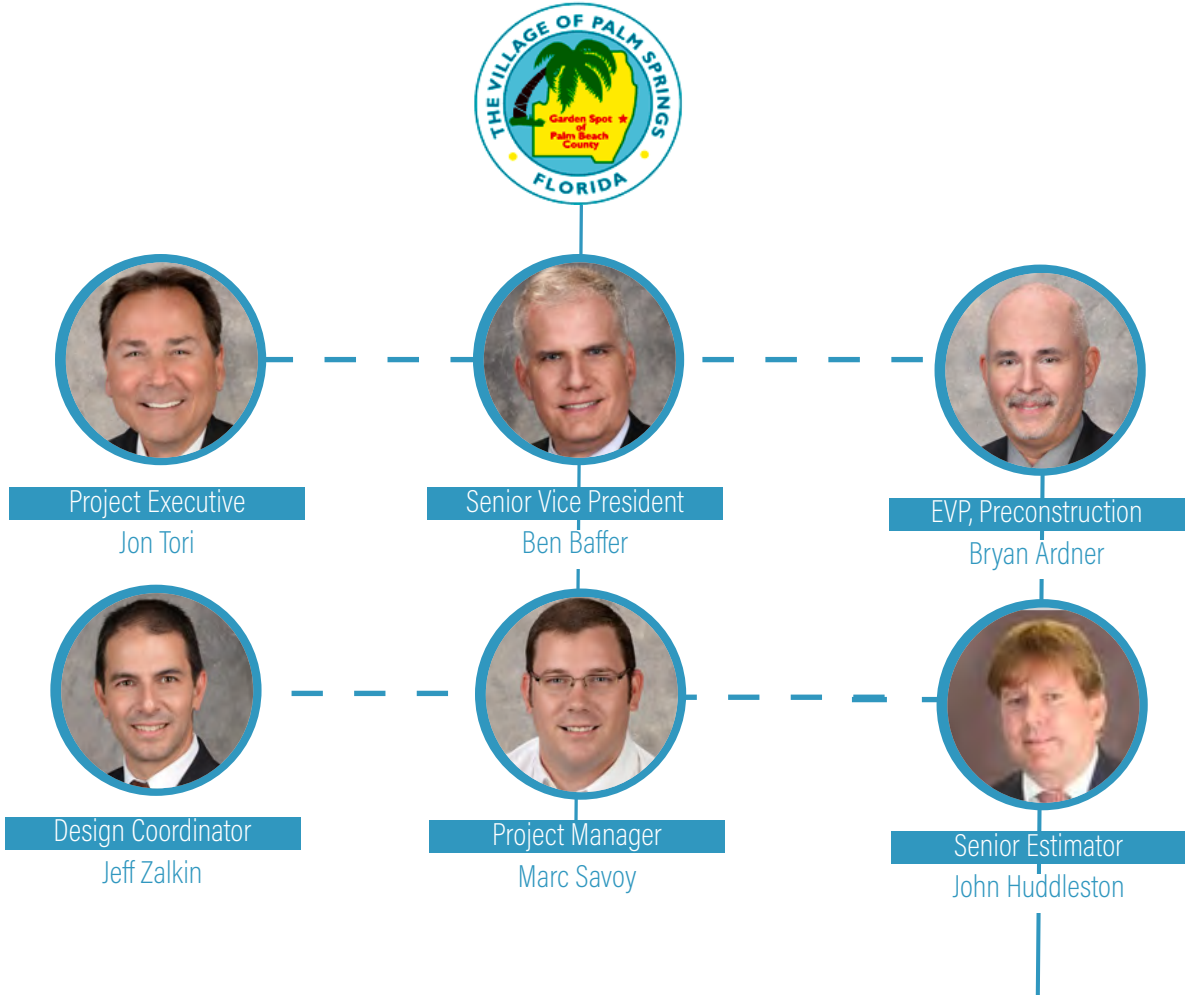
Kaufman Lynn Construction, Inc. focuses on resolving disputes during pre-suit stages. Because of Kaufman Lynn Construction, Inc.’s commitment, its litigation history is minimal. As one of the largest construction companies headquartered in Florida, at any given time the company is faced with minor litigation or threats of litigation incidental to the construction industry. No such claims, hearings, or other legal proceedings are considered material by Kaufman Lynn Construction, Inc., including its Chief Legal Officer and Chief Financial Officer. There has not been and there are no pending claims that might result in a loss of damages that would

materially impact Kaufman Lynn Construction, Inc. or its principals, officers, directors, or shareholders. Kaufman Lynn Construction, Inc. has never had an action or any litigation on a public project with any municipality or governmental entity. Kaufman Lynn Construction Inc. has never had a criminal proceeding brought against it. Below is a list of arbitrations and lawsuits involving subcontractors or suppliers that were filed on public projects within the last (10) years involving similar projects or projects for government entities. Kaufman Lynn Construction, Inc. has not listed any actions that were resolved before Kaufman Lynn Inc. was required to actively engage in litigation, served with any pleadings, respond to any complaint, and otherwise retain outside counsel because, among other reasons, such claimants filed such actions for the sole purpose of preserving certain rights under Florida Law.

TYPE OF CLAIM	INCIDENT DATE/ DATE FILED	ADVERSE PARTY PROJECT	CASE NUMBER COUNTY, STATE CASE STYLE	DESCRIPTION OF CLAIM	STATUS
FINAL PAYMENT	JUL. 2015	FIRESTOP SYSTEMS, INC. FT LAUDERDALE HIGH SCHOOL	AAA ARBITRATION BROWARD COUNTY, FLORIDA	DISPUTE OVER FINAL PAYMENT AND HOLD-BACK RESULTING IN A CLAIM OF APPROXIMATELY \$75,000.	AWARD DISMISSED ALL CROSS CLAIMS MAY 2016
PAYMENT	JUN. 2014	KWOIN CONSTRUCTION CLAUDE PEPPER COMMUNITY CENTER	CACE14012216 ARBITRATINON BROWARD COUNTY, FLORIDA	SUBCONTRACTOR SEEKING FUNDS BEYOND FINAL PAYMENT INCLUDING SEEKING REIMBURSEMENT FOR SUPPLEMENTATION. NO SPECIFIC AMOUNTS WERE IDENTIFIED AT ISSUE IN THIS MATTER, BUT GENERALLY THE CLAIM EXCEEDED \$15,000.00.	ARBITRATION AWARD/KL PREVAILED JUN. 2015
FINAL PAYMENT	MAY. 2013	VOLVO CONSTRUCTION EQUIPMENT COCONUT CREEK CALL CENTER FT. LAUDERDALE HIGH SCHOOL	CACE13022437 BROWARD COUNTY, FLORIDA	SUBCONTRACTOR SEEKING FUNDS BEYOND FINAL PAYMENT INCLUDING SEEKING REIMBURSEMENT FOR SUPPLEMENTATION. NO SPECIFIC AMOUNTS WERE IDENTIFIED AT ISSUE IN THIS MATTER, BUT GENERALLY THE CLAIM EXCEEDED \$15,000.00.	ABRITRATION AWARD/ KL PREVAILED JUN. 2015

Should you have any questions or need any additional information or clarifications, please do not hesitate to contact Joshua M. Atlas, Chief Legal Officer by phone at (561) 361-6700 or by email at jatlas@kaufmanlynn.com.

PRECONSTRUCTION SERVICES STAFF - ORGANIZATION CHART





BRYAN ARDNER
VP PRECONSTRUCTION

“Effective budgeting is understanding the details and ensuring every detail is accounted.”

RELEVANT EXPERIENCE

Bryan has over 40 years of experience in government, retail, commercial, healthcare, and higher education construction from renovation to new construction throughout the states of Florida, North Carolina and Ohio.

As Preconstruction Lead he will manage the estimating department and will coordinate closely with the business development and operations team to assure continuity and accuracy.

EDUCATION

St. Petersburg College

REGISTRATIONS/CERTIFICATIONS

30 Hours OSHA

YEARS OF EXPERIENCE/WITH KL

44/5

CURRENT JOB ASSIGNMENT

Preconstruction Department Efforts

OFFICE LOCATION

3185 South Congress Avenue
Delray Beach, FL 33445



JUPITER POLICE HEADQUARTERS
JUPITER, FL

39,000 S.F. | \$17 MILLION

New construction of a 39,000 SF Police Department designed to withstand 192 mph winds and house the town's IT data center and serve as the emergency operations center. The project also includes a veterans' memorial and site improvements, as well as the demolition of an existing Police Department building, and other structures after completion of the new facility. Assignment: VP Preconstruction

Heritage Bay Government Services Center, Naples, FL — New Construction of a 22,780 SF single story admin building encompassing a Tax Collector's office and other constitutional offices as well as a public meeting place. It will be constructed with tilt-up walls and have a mono-sloped high roof with other flat roof areas. This building houses satellite offices for the property appraiser, supervisor of elections and select services of the clerk of courts. \$11.7 million Assignment: VP Preconstruction

Riviera Beach Fire Station 88, Riviera Beach, FL — Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center. \$16.6 million Assignment: VP Preconstruction



JOHN HUDDLESTON
SENIOR ESTIMATOR

“Providing options is how we will make sure every facility meets the needs of the Village of Palm Springs.”

RELEVANT EXPERIENCE

John's 45 years of experience in government and public safety construction from renovation to new construction throughout South Florida pinpoint him as an ideal preconstruction team member for The Village of Palm Springs Police Department Expansion.

For this project, John's responsibilities include bid strategy planning, value engineering capabilities, subcontractor networking / relationships, spreadsheet design and implementation, owner/architect correspondence and estimating department employee training and budget controls.

EDUCATION

B.A.,
Rollins College

YEARS OF EXPERIENCE/WITH KL

45/1

CURRENT JOB ASSIGNMENT

PBSO Headquarters Annex
Riviera Beach Fire Station 87 EOC and Admin Building

Miami Beach Fire Station 1

OFFICE LOCATION

3185 South Congress Avenue
Delray Beach, FL 33445



RIVIERA BEACH FIRE STATION 88
RIVIERA BEACH, FL

28,000 S.F. | \$16.6 MILLION

Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center.. Assignment: Senior Estimator

PBSO Headquarters Annex, West Palm Beach, FL — New construction of a 25,000 SF building to house the new PBSO District 1 substation, new Marine Unit facility with vehicle repair shop, a specialty vehicle storage shelter, and all associated site improvements. \$9.4 million. Assignment: Senior Estimator

City of Miami College of Policing, Miami, FL — New construction of a fully certified training academy and training center that provides innovative professional training programs. \$24 million. Assignment: Senior Estimator

Miami Beach Fire Station 1, Miami Beach, FL — New construction of a 20,000 SF fire station with 911 Emergency Call Dispatch Center, equipment bays, living spaces, offices, a kitchen, a gym, and support facilities. LEED Gold certification. \$6.5 million. Assignment: Senior Estimator



JEFF ZALKIN

DESIGN COORDINATOR

“Communication and information sharing is vital for collaboration and teamwork - a KL commitment.”

RELEVANT EXPERIENCE



CAPE CORAL POLICE TRAINING CAPE CORAL, FL

4,000 S.F. | \$6 MILLION

New construction of a safe and efficient police training facility for the City of Cape Coral Police Department with a fully functional 50-yard gun range a 300 SF shoot house, and a 1,600 SF open air pavilion. The facility also includes office space, restrooms, Weapon cleaning room, ammunition room, and storage. Hurricane rated to 160 mph wind rating. Assignment: Design Coordination

Jupiter Police Headquarters, Jupiter, FL — New 39,000 SF Police Department designed to withstand 192 mph winds and house the town’s IT data center and serve as the EOC. Includes a veterans’ memorial and site improvements, with demolition of an existing Police Department building. \$17 million. Assignment: Design Coordinator

Pompano Beach Public Safety Complex, Pompano Beach, FL — Construction of two separate 2-story buildings to house an EOC and Fire Administration offices. Interior renovations of existing Public Safety Complex include demolition of existing walls/partitions, utilities, reconfiguration of interior walls and lobby areas. \$6.6 million. Assignment: Design Coordinator

Miramar Police Headquarters, Miramar, FL — New 65,000 SF police HQ. This 3-story building houses the city’s EOC, has full backup power, and is Cat 5 hurricane rated. Featured mixed-use space, including retail and restaurants. \$23 million. Assignment: Design Coordinator

Jeff Zalkin has been involved in public sector projects for the past 19 years primarily focused on government facilities. He understands the nuances of government and public safety facilities, more specifically each component of your project, and will be a point person working with the architect during preconstruction to ensure the final product meets all The Village of Palm Spring’s project goals.

EDUCATION

M.B.A.,
Florida International University

B.S.,
University of Florida

REGISTRATIONS/CERTIFICATIONS

LEED AP

DBIA

YEARS OF EXPERIENCE/WITH KL

24/5

CURRENT JOB ASSIGNMENT

Design Coordination of Public Sector Projects

OFFICE LOCATION

3185 South Congress Avenue
Delray Beach, FL 33445



BEN BAFFER

SENIOR VICE PRESIDENT

“I will make sure that all resources are available for the project and all expectations are exceeded.”

RELEVANT EXPERIENCE



HOLLYWOOD 56TH PUBLIC SAFETY TRAINING & MAINTENANCE FACILITY HOLLYWOOD, FL

26,515 S.F. | \$6.6 MILLION

New construction of a 26,515 SF public safety maintenance and training facility for the City of Hollywood Fire Department. Included over 10 acres of site improvements, and the construction of a new turn, constructed under MOT conditions and built to FDOT specifications with thermoplastic striping, signage, landscaping, city sidewalks, and concrete curbing, lane on a heavily-traveled city street. Assignment: Project Manager

FBI Academy Firearms Training Facility, Quantico, VA — New phased construction of six buildings including three 25 meter firing ranges, one 50 meter range, one combat range and one stress obstacle range. Extensive improvements of a 30 acre site and lead soil remediation.. \$37 million. Assignment: Project Manager

Hollywood Fire Rescue Station #31, Hollywood, FL — Demolition of existing Fire Station #31 and construction of a new 9,700 SF Fire Station and parking facilities. Project includes new kitchen and dormitories housing 3 shifts of Fire Rescue personnel. 3-bay equipment bay, Emergency generator, high -speed, high impact folding equipment bay doors. Special plymovent vehicle exhaust system. \$4.0 million. Assignment: Project Manager

Ben Baffer has spent his 34 year career building a broad range of construction projects across multiple markets and sectors. His responsibilities include the operation in all fields of administration, policies and procedures, and the overall day to day construction duties like team leadership, project organization, managing cost control and financial reporting as well as preparing project and cash flow schedules, & assisting the estimating department in preconstruction efforts.

EDUCATION

M.S., Building Construction
University of Florida

B.S., Building Construction
Virginia Tech

REGISTRATIONS/CERTIFICATIONS

LEED AP

Florida CGC 1506925

YEARS OF EXPERIENCE/WITH KL

34/12

CURRENT JOB ASSIGNMENT

Highland Beach Fire Station #6

Riviera Beach Fire Station 87 EOC & Admin Building

OFFICE LOCATION

3185 South Congress Avenue
Delray Beach, FL 33445



MARC SAVOY
PROJECT MANAGER

“ Working with police officers and understanding all the nuances of each department is a passion. ”

RELEVANT EXPERIENCE



SOUTHWEST CENTER MIRAMAR
MIRAMAR, FL **80,000 S.F. | \$23 MILLION**

Construction of a new 4-story, 80,000 SF building including classrooms, science labs, student academic support and administration space. Provides approximately 580 parking spaces. The project was built on a 20 acre site that includes approximately 9.5 acres of buildable, non-wetland conservation easement area.

Assignment: Project Engineer

Golden Glades Intermodal, Miami, FL — New Construction of a state-of-the-art park-and-ride and transit terminal facility. The facility supports various public transit and complimentary transportation services. The project includes 10,450 SF of retail, direct access to Tri-Rail from the new parking garage, 2,375 parking spaces, 53 truck spaces and a 4,500 SF transit hub. Other elements include a driver’s break lounge, bicycle parking and lockers. \$56.3 million. Assignment: Project Manager

Maltz Jupiter Theatre Jupiter, FL — This project includes an upgraded Broadway-scale stage, an expanded orchestra pit, a state-of-the-art production center, a second 199-seat theatre, a new dining experience, and an enlarged version of the Goldner Conservatory of Performing Arts. \$29.3 million. Assignment: Project Manager

Marc has 18 years of construction management experience in the public safety and governmental sectors. Marc’s duties include developing and maintaining the project schedule, coordinating with the Owner’s representatives and architect, managing cost control and financial reporting, supervising field staff, design participation, bidding, contract negotiation, facilities inspection and coordination of preventative maintenance.

EDUCATION

B.S. Construction Management,
University of North Florida

A.A. Building Construction,
Santa Fe Community College

REGISTRATIONS/CERTIFICATIONS

30 Hours OSHA

YEARS OF EXPERIENCE/WITH KL

18/9

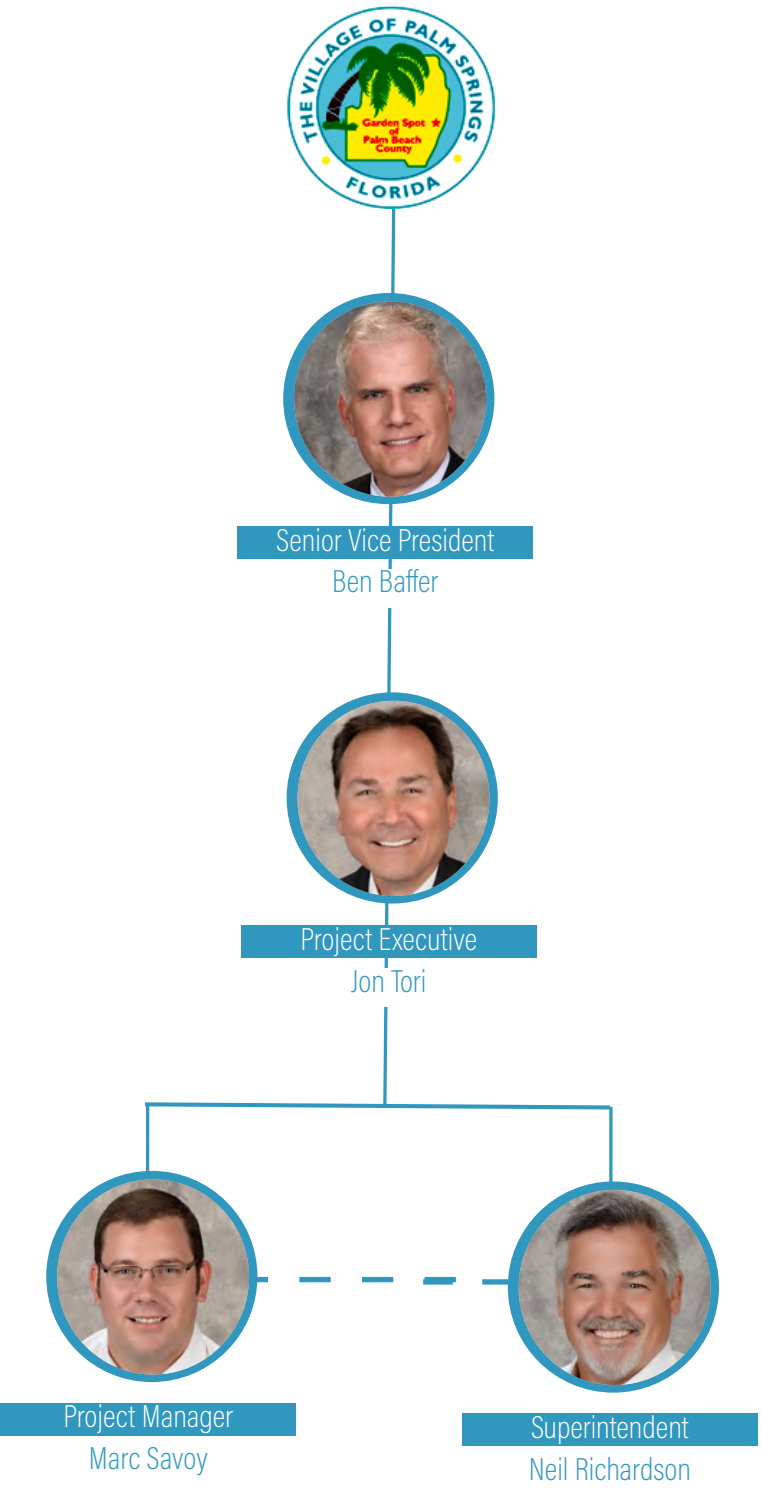
CURRENT JOB ASSIGNMENT

Golden Glades Intermodal

OFFICE LOCATION

3185 South Congress Avenue
Delray Beach, FL 33445

CONSTRUCTION SERVICES STAFF - ORGANIZATION CHART





BEN BAFFER

SENIOR VICE PRESIDENT

“ I will make sure that all resources are available for the project and all expectations are exceeded. ”

RELEVANT EXPERIENCE



HOLLYWOOD 56TH PUBLIC SAFETY TRAINING & MAINTENANCE FACILITY
HOLLYWOOD, FL 26,515 S.F. | \$6.6 MILLION

New construction of a 26,515 SF public safety maintenance and training facility for the City of Hollywood Fire Department. Included over 10 acres of site improvements, and the construction of a new turn, constructed under MOT conditions and built to FDOT specifications with thermoplastic striping, signage, landscaping, city sidewalks, and concrete curbing, lane on a heavily-traveled city street. Assignment: Project Manager

FBI Academy Firearms Training Facility, Quantico, VA — New phased construction of six buildings including three 25 meter firing ranges, one 50 meter range, one combat range and one stress obstacle range. Extensive improvements of a 30 acre site and lead soil remediation.. \$37 million. Assignment: Project Manager

Hollywood Fire Rescue Station #31, Hollywood, FL — Demolition of existing Fire Station #31 and construction of a new 9,700 SF Fire Station and parking facilities. Project includes new kitchen and dormitories housing 3 shifts of Fire Rescue personnel. 3-bay equipment bay, Emergency generator, high -speed, high impact folding equipment bay doors. Special plymovent vehicle exhaust system. \$4.0 million. Assignment: Project Manager

Ben Baffer has spent his 34 year career building a broad range of construction projects across multiple markets and sectors. His responsibilities include the operation in all fields of administration, policies and procedures, and the overall day to day construction duties like team leadership, project organization, managing cost control and financial reporting as well as preparing project and cash flow schedules, & assisting the estimating department in preconstruction efforts.

EDUCATION

M.S., Building Construction
University of Florida

B.S., Building Construction
Virginia Tech

REGISTRATIONS/CERTIFICATIONS

LEED AP
Florida CGC 1506925

YEARS OF EXPERIENCE/WITH KL

34/12

CURRENT JOB ASSIGNMENT

Highland Beach Fire Station 6

OFFICE LOCATION

3185 South Congress Avenue
Delray Beach, FL 33445



JON TORI

PROJECT EXECUTIVE

“ I will go above and beyond to make sure that every aspect of your project is up to your standards. ”

RELEVANT EXPERIENCE



JUPITER POLICE HEADQUARTERS
JUPITER, FL 39,000 S.F. | \$17 MILLION

New construction of a 39,000 SF Police Department designed to withstand 192 mph winds and house the town's IT data center and serve as the emergency operations center. The project also includes a veterans' memorial and site improvements, as well as the demolition of an existing Police Department building, and other structures after completion of the new facility. Assignment: Project Executive

Coral Springs Municipal Complex, Coral Springs, FL — New construction of a 5-story, 68,000 SF municipal facility and freestanding, 4-level parking garage. The complex includes an Emergency Operations Center, City Commission chambers, general offices, meeting rooms, and a one stop shop for citizen services. \$34.0 million. Assignment: Project Executive

Wellington City Hall, Wellington, FL — New construction of a 55,000 SF government facility which features a governmental center, a state of the art Amphitheater, and barrier-free playground called Scott's Place for all to enjoy. LEED Gold. Assignment: Project Executive

Broward County New Family & Civil Courthouse, Ft. Lauderdale, FL — This 675,000 SF project included a new courthouse building to accommodate the needs of the civil and family courts. LEED Silver. \$210 million. Assignment: Project Executive

Jon's construction career spans over 30 years and all roles. His duties include guidance and oversight of the entire life cycle of assigned projects. He is accountable for estimating, planning, budgets, client/subcontractor/staff relations, cost management, purchasing, schedules, quality control, project documentation, logistics and execution of multiple projects. In addition to oversight, additional primary goals are to ensure quality, accountability and efficiency. Jon has the proven ability to lead a large team in a collaborative construction management approach.

EDUCATION

B.S. Building Management,
University of Florida

A.A. Building Construction,
Santa Fe Community College

REGISTRATIONS/CERTIFICATIONS

Florida CGC #027754

YEARS OF EXPERIENCE/WITH KL

36/6

CURRENT JOB ASSIGNMENT

Wellington Town Center Phase II
Jupiter Town Hall

OFFICE LOCATION

3185 South Congress Avenue
Delray Beach, FL 33445



MARC SAVOY
PROJECT MANAGER

“ Working with police officers and understanding all the nuances of each department is a passion. ”

Marc has 18 years of construction management experience in the public safety and governmental sectors. Marc’s duties include developing and maintaining the project schedule, coordinating with the Owner’s representatives and architect, managing cost control and financial reporting, supervising field staff, design participation, bidding, contract negotiation, facilities inspection and coordination of preventative maintenance.

EDUCATION

B.S. Construction Management,
University of North Florida

A.A. Building Construction,
Santa Fe Community College

REGISTRATIONS/CERTIFICATIONS

30 Hours OSHA

YEARS OF EXPERIENCE/WITH KL

18/9

CURRENT JOB ASSIGNMENT

Golden Glades Intermodal

OFFICE LOCATION

3185 South Congress Avenue
Delray Beach, FL 33445

RELEVANT EXPERIENCE



CORAL SPRINGS MUNICIPAL & EOC
CORAL SPRINGS, FL 68,000 S.F. | \$34 MILLION

New construction of a 5-story, 68,000 SF municipal facility and freestanding, 4-level parking garage. The complex includes an Emergency Operations Center, City Commission chambers, general offices, meeting rooms, and a one stop shop for citizen services. Assignment: Project Manager

Southwest Center Miramar, Miramar, FL — Construction of a new 4-story, 80,000 SF building including classrooms, science labs, student academic support and administration space. Provides approximately 580 parking spaces. The project was built on a 20 acre site that includes approximately 9.5 acres of buildable, non-wetland conservation easement area. \$23 million. Assignment: Project Engineer

Golden Glades Intermodal , Miami, FL — New Construction of a state-of-the-art park-and-ride and transit terminal facility. The facility supports various public transit and complimentary transportation services. The project includes 10,450 SF of retail, direct access to Tri-Rail from the new parking garage, 2,375 parking spaces, 53 truck spaces and a 4,500 SF transit hub. Other elements include a driver’s break lounge, bicycle parking and lockers. \$56.3 million. Assignment: Project Manager



NEIL RICHARDSON
SUPERINTENDENT

“ I will make sure your Police Department is built to last. ”

Neil has over 35 years of experience and a diverse project repertoire including advanced security government facilities, multifamily, commercial projects and more. He will have overall responsibility for project progress, quality control oversight for all subcontractors, coordination of weekly safety meetings and monthly safety inspections, on-site coordination of subcontractor performance, communication and teamwork, preparation of Requests for Information (RFIs), tracking review of submittals, preparation of two-week look ahead schedule, job logs and daily reports.

EDUCATION

High School Diploma

REGISTRATIONS/CERTIFICATIONS

OSHA 30 Hour
OSHA 10 Hour

YEARS OF EXPERIENCE/WITH KL

37/7

CURRENT JOB ASSIGNMENT

Lighthouse Point Fire Station/EOC

OFFICE LOCATION

3185 South Congress Avenue
Delray Beach, FL 33445

RELEVANT EXPERIENCE



JUPITER POLICE HEADQUARTERS
JUPITER, FL 39,000 S.F. | \$17 MILLION

New construction of a 39,000 SF Police Department designed to withstand 192 mph winds and house the town’s IT data center and serve as the emergency operations center. The project also includes a veterans’ memorial and site improvements, as well as the demolition of an existing Police Department building, and other structures after completion of the new facility. Project Assignment: Superintendent

Lighthouse Point Fire Station/EOC, Lighthouse Point, FL — New construction of a 16,100 s.f. fire station/EOC center. The Category 5+ hurricane rated facility will house 24 firefighter/paramedics, two chief officers and will include 3 drive through emergency vehicle parking stalls, vehicle exhaust systems, individual sleeping quarters, bunker storage, medical storage training room, decontamination area, kitchen and day room, office, generator and an EOC on the second floor. \$7.6 million. Assignment: Superintendent

FBI Headquarters Renovation, District of Columbia, WA — Renovation of an 8-story, 2.3 million sf headquarters office building for the Federal Bureau of Investigation. J. Edgar Hoover Building. \$70 million. Assignment: Superintendent

Lighthouse Point Community Center, Lighthouse Point, FL — A new 8,200 s.f. community center with two large multipurpose rooms and a youth game room. The center also provides storage space for Public Works and Recreation and will be used as living quarters by Public Works crews during and after hurricane events. \$2.5 million. Assignment: Superintendent



TAB 9: PROJECT MANAGEMENT SERVICES

Kaufman Lynn Construction’s (KL) experience building similar public safety facilities means that we understand the specific issues that are involved with this Police Department Expansion project. The following are just some of the key issues unique to this site and your project followed by a description of the various project management controls we have in place.

UNDERSTANDING YOUR NEEDS

NEED: The Palm Springs Police Department is out of space and must expand to meet current and future needs. KL will work with the Village and Song & Associates in order to create the space needed for your officers and staff to be effective for many decades to come.

CURRENT CONDITIONS

As a local Palm Beach company, Kaufman Lynn has followed your progress and understands the history and needs of your facility.

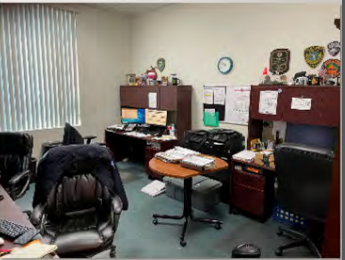
**PALM SPRINGS
POLICE
DEPARTMENT**

PROPOSED BUILDING
ADDITION/EXPANSION





Sergeant & Lieutenant Office



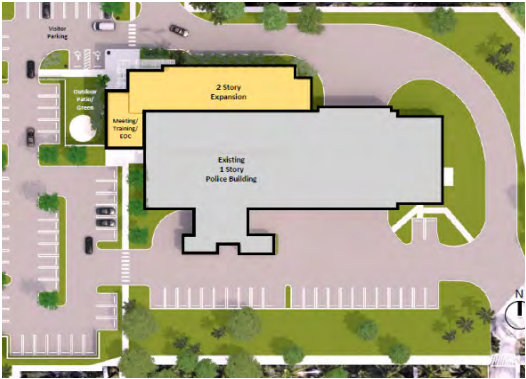
Detectives' Office



Property/Evidence



Briefing/Training



We studied the 3 options the Council decided between and the final plan that was released by addendum and we already recognize where our team can make a difference in preconstruction. In order to meet the growth projections, we understand the following major project components:

- Renovations and remodeling of the current one-story building to include hurricane hardening (doors & windows)
- 2-story addition to the north
- Generator evaluation for expansion or replacement (short vs long term analysis to be performed)

WE RECOGNIZE A KEY ASPECT IN THIS PROJECT IS TO EVALUATE SCOPE AND PHASING SO THE DEPARTMENT CAN REMAIN FUNCTIONAL THROUGHOUT CONSTRUCTION! KL has done this numerous times and will be a **PARTNER** to Palm Springs to ensure your goals are met in the immediate future and long term.

OPTIONS ANALYSIS

There were 3 main options that were evaluated as part of the early work performed by Song & Associates and the RFQ reflects the third option.

KL will focus immediately in preconstruction to help the Village confirm the scope and budget and verify that the current choice meets your schedule and budget.

As shown in the graphic below, the original cost escalation factors included escalation at a typical 3.5% rate.

OPTION COMPARISON

			
Advantages + Opportunities	Option #1 Minor Addition (5,000 sf)	Option #2 One-story Expansion (10,000 sf)	Option #3 Two-story Expansion (14,000 sf)
Maintains existing parking.	✓	✓	✓
Provides enhanced civic presence and welcoming entry from north.	✓	✓	✓
Improved, efficient environment for staff morale and officer retention.		✓	✓
Opportunity for Multi-purpose Community Meeting + Training Space.		✓	✓
Opportunity for Hardened EOC Space.		✓	✓
Provides adequate growth space through 20- year projection (2040).			✓
Conceptual Project Budget	\$3,000,000	\$6,900,000	\$8,500,000
Escalation projection is based on industry standard of 3.5% per year and subject to vary.			
		w/5-year Escalation \$8.2 M	w/5-year Escalation \$10 M
		w/10-year Escalation \$9.7 M	w/10-year Escalation \$12 M

We know that the last couple of years have not been typical and inflation has been over 20% since mid 2020. KL has created specific processes and procedures (see page 52 for more details) to help mitigate the impact that the current economy is having on the construction industry. We will reduce the cost and schedule risk associated with the project by ensuring all major materials and equipment are locked in at GMP and purchased at that time as well. This mitigates long lead times and eliminates the risk price escalation post GMP.



UNDERSTANDING SITE CONDITIONS

We have been to the site and understand that this expansion is in the heart of the Village Campus. We will fully coordinate with you and all surrounding entities to establish a plan that does not disrupt the area.



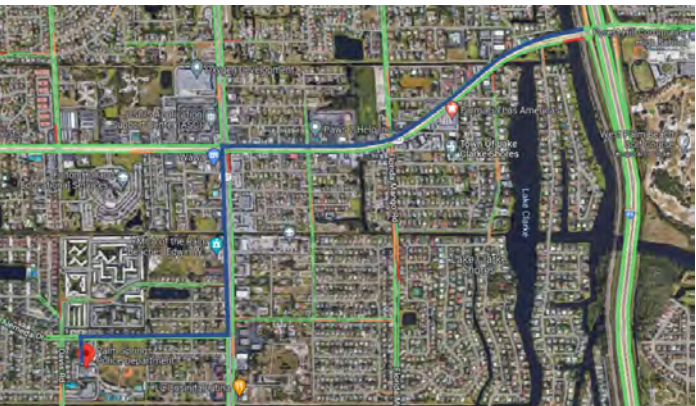
Construction Traffic: The best way to avoid most activities is to provide a straightforward path for construction to get to the site that avoids most of the surrounding residents and the heart of your complex.

Construction Trailer and Parking: The site of the new addition and your ongoing operations has limited parking and surrounding space for construction staging/ laydown.

Given the tight site, we want **NO TRAILER** and would work with the Village to see if it is possible to use one office within the complex so we do not have to take up any space on-site.

A challenge for the construction is where the construction workers will park. For the many tradespeople outside KL that will be involved, there is not adequate parking on-site for the construction and all the activities in the complex.

KL proposes to contact and rent parking from the nearby Faith Presbyterian Church. We would use parking during the hours that are least used for the Church so it is a win-win for all parties and close enough to the police facility to be an effective spot.



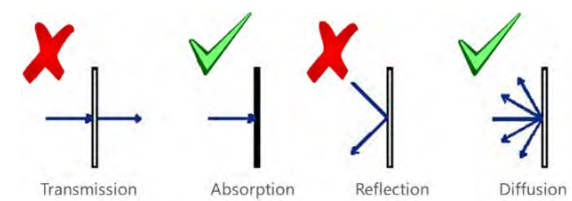
POLICE DEPARTMENT NUANCES

We have built many public safety facilities and understand the elements needed to have a police facility function effectively for years to come.

Administration Offices: The pictures on the right show open space and private office solutions from the recently completed Jupiter Police HQ. KL will build this space strategically and coordinate key aspects in preconstruction such as power/data locations. This also includes other items like the temperature sensors needed to keep the spaces optimal for occupancy and longevity.

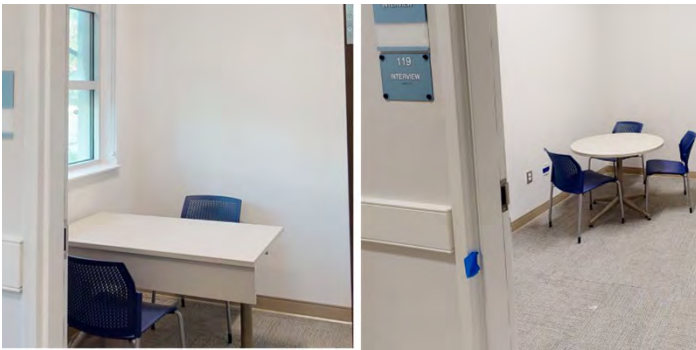


Briefing/Training Room: This space must be open and flexible for configuration. Acoustic control is an important aspect of the construction and we will focus on that in preconstruction.

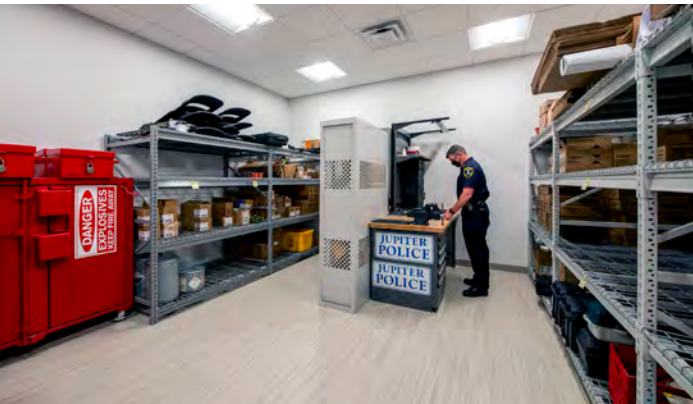


Community Room: Much like the briefing/training room the community room must be flexible and open with a focus on acoustical control. This space must feature dual entrances including direct access to the outside for community meetings. The kitchen must have durable and easily cleaned materials (no carpet) for effectiveness and durability.

Interview Rooms: The interview rooms are another key space within a police facility that are focused on acoustical performance. One best practice for this space is full height drywall to keep the space more isolated for noise control.



Evidence Room/Evidence Packing: This space is one to define early in preconstruction so the details can be built in. Such details include recessing the floor where the sliding storage shelves are located as well as providing for refrigeration and electrical solutions for both built-in and external units.



SONG + ASSOCIATES NUANCES

Having partnered with your architect on numerous projects including the latest police facility built in Palm Beach County; KL understands how to work effectively with them. Song + Associates has certain signature architectural traits that they utilize, and we will make sure those are accounted for and fully coordinated with between them, us and our subcontractors. One of those traits is how they make the conference room inviting and effective with the use of various ceiling and lighting solutions as shown to the right with two different conference rooms from the recently built Jupiter Police Headquarters.



JUPITER POLICE HEADQUARTERS



PBSO HEADQUARTERS ANNEX



CORAL SPRINGS MUNICIPAL COMPLEX



DEMONSTRATING HOW KL WILL MAKE A DIFFERENCE

What sets Kaufman Lynn Construction apart is that we will work with Song & Associates to help refine the design so it is functional, aesthetic, and cost effective.

We understand the rendering is preliminary and the Village is looking for CM input. There are decisions that will determine what the Police HQ will look like and how it will hold up over time.

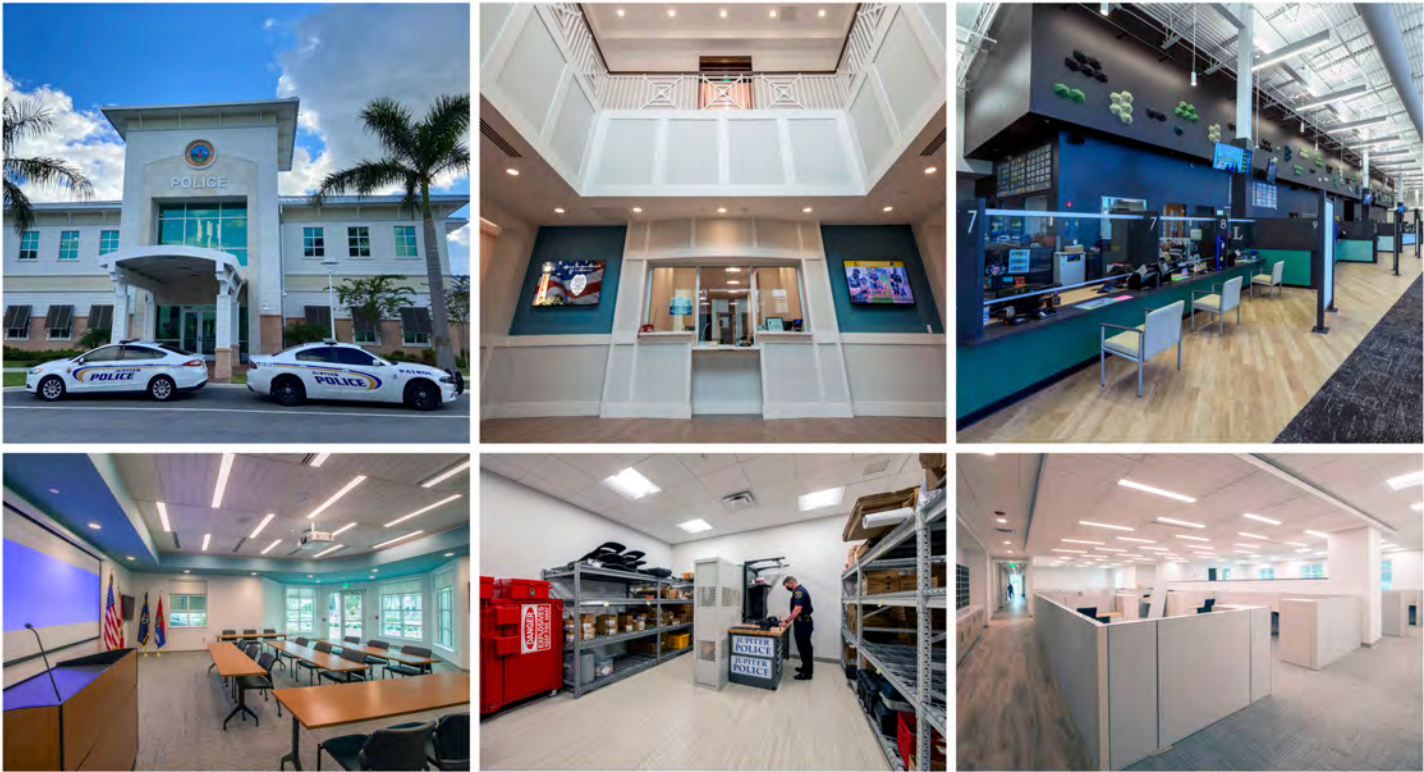
Based on the initial look we would like to point out just a few examples on how KL will make a difference regarding the glass systems and longevity. Water is what leads to shorter building lifespans which is why KL focuses on delivering the Village a watertight building that stays that way.

- One of the first details will be to determine the entry wall system that is both functional, pleasing to look at, and provides longevity. There are

3 main categories of systems that vary in cost and KL recommends using a storefront glass system to provide the look you are going for at a cost that allows your budget to be focused on functionality.

- A detail that KL prefers is to put a concrete curb below the window wall so that water never has a chance to penetrate the building. Typical construction has a caulk joint at that location which deteriorates over time creating a failure point for water integrity.
- In terms of the windows, we recommend using a closed (non-weep hole system) to reduce the chance of water intrusion.

Regarding the wall construction it is expected that given the size of the addition and the proximity of your ongoing operations it will be CMU construction. We will work with Song & Associates to present the Village with finish and look options.



AN ADVANCED PROJECT MANAGEMENT PROCESS

We are a company that not only oversees construction of buildings from start to finish, offering onsite, adaptable problem solving; but we have the experience, intelligence and innovative capabilities necessary to foresee potential problems and create solutions on the move. Our objective is to present a problem free building environment by guiding your project around unforeseen obstacles with adept proficiency.

While established processes create the framework for our interactions, project teams have the authority to make decisions in the field to address the myriad of variables that make up a construction project.

DESIGN REVIEWS

As Construction Manager, our effort throughout the development of a project is as a design assist partner to the project team. We lend support to the design team through our “hands on” knowledge of constructability, pricing accuracy, market conditions, life cycle cost analysis, technical material and systems validation, energy efficiency vs. first cost analysis, schedule expertise, subcontractors and vendor selection, long lead and critical equipment procurement, LEED recommendations, and code experience, to name a few

In addition, we act as the conduit of communication to all team partners during the life of the design process, because clear, concise and continual discussion and documentation are components to the success of the design stage.

REVIEW FOR CODE COMPLIANCE AND QUALITY

Because the review process is critical in establishing the quality of the project, we involve our independent quality assurance/building envelope consultant in this process. Together we review the drawings and specifications from all design disciplines and all consultants. This review focuses on final code and zoning solutions, appropriate systems distribution, materials selected and the building envelope. (Please see Quality Control section below for more detail)

We also compare original design schemes and working drawings to inform the owner of changes that may exceed previously established budgets or life cycle expectations, we compare the owner’s program vs. the design documents. We review plans and specifications with respect to completeness of the documents.

BUDGET ESTIMATING

We base the first budget/estimate on schematic plans and early specifications after soliciting some critical subcontractor design assist input and preparing a complete quantitative analysis with graphical take-off. Since many items are still undetermined at this stage, we include allowances for items undetermined but likely to be needed. Based on overall cost at this point, we may introduce Value Management options to assure the target budget is not exceeded.

As the team progresses through the design phases, we solicit input from additional subcontractors, and begin working towards a tighter cost parameter, identifying contingencies necessary within the project cost. At this point we perform a gap analysis to assure that no “holes” or “overlaps” are evident in the estimated amount. We also conduct a complete review of Value Management options to adjust cost to within the target amount and discuss wish list items for possible inclusion in the budget.

OPTIONS ANALYSIS: SAVING TIME & COSTS WHILE MAINTAINING HIGH FUNCTIONALITY & QUALITY

Beyond giving accurate costs for what is shown, we provide alternative approaches or “menu’s” for different aspects of construction installations and means and methods. These options can bring significant cost and time savings to the project while maintaining the high level of function and quality envisioned.

As the project team moves through the many design charrettes, we identify alternatives for systems, materials, equipment and their associated cost and time for evaluation and decision by the project team. Before final construction document pricing, the project team completes a final review of the “Options Log”. This assures the entire team that no good idea has been lost through design, and offers a last look at the “wish list” items that now may be affordable based on best value for every dollar spent.

EVALUATING LEED STRATEGIES TO STAY “GREEN” WHILE STAYING WITHIN THE BUDGET

Our team of LEED Accredited Professionals has experience evaluating strategies, implementing practices, finding resources and weighing cost/benefits for each LEED point to blend budget decisions with energy efficient, environmentally-friendly construction. Kaufman Lynn is well versed in providing “green”

cost savings alternatives on projects in addition to construction methods to ensure the greatest accumulation of points for building certification.





Kaufman Lynn has built Gold, Silver, and Certified LEED facilities.

VALUE ENGINEERING

In the Kaufman Lynn Construction world, Value Engineering optimizes the allocation of projected funds (the budget) without reducing the quality of a project. Unlike many other construction managers, we do not simply try to find a cheaper product that “cheapens the design”, we seek to find more economical but equal or better option that remains consistent with the project team’s vision and life cycle limits.

LIFE CYCLE COST ANALYSIS: MAKING SURE THAT “LESS EXPENSIVE NOW” DOESN’T TRANSLATE TO “HIGH LONG-TERM OPERATIONS COSTS”

Life Cycle Cost Analysis is an integral part of the value management process, providing an assessment of costs associated with each of the various options under consideration. Life cycle costs can be applied to any component of a facility, but generally focuses on the plumbing, mechanical and electrical systems.

A complete life cycle cost analysis will not only take into account the initial costs of equipment, materials and installation, but also the cost of the future re-installations in present dollars. This is an important point of clarification; if equipment for example has to be replaced every ten years, the costs of inflation that will take place between now and the last replacement needs be considered in the true life cycle cost of the product or system.

Utilizing our in-house multidisciplinary estimating capabilities, Kaufman Lynn Construction will guide the project team in making informed decisions in the evaluation of all options brought to the table.

REDUCING THE COST - NOT THE VISION
CASE STUDY: KL HEADQUARTERS - BUILDING SCREEN

The most prominent feature of the building is a metal architectural screen fronting the road. It not only sculpts the light entering the building, but also adds environmental benefits by regulating temperature and improving acoustics inside the building.

The concept for the building screen contemplated completely random openings over the entire width of the building. Five different providers from around the country provided pricing, which significantly exceeded the budget. To make the screen financially feasible, the team decided to cut the same pattern into a multitude of smaller panels that would then be joined on site. The designer and fabricator worked closely to develop a custom pattern that looks completely organic even when the pattern repeated over the multitude of panels.

KL was then able to bring this option to another project we were building, the City of Hollywood Nebraska Street Parking Garage, which provided enough savings to the client to purchase a 20-year Kynar Coating versus the specified 5-year powder option, effectively reducing maintenance costs for the City without increased up-front cost.



CONSTRUCTABILITY ANALYSIS

THINKING THROUGH THE “HOW”

Ideally, we provide a constructability analysis during the design-development stage, working with the design professionals to identify design to construction inconsistencies, dissimilar materials issues, installation sequencing voids, and options for systems and materials going into the final design. Through this operations led process, we analyze critical building components including roofing materials, mechanical systems, building envelope integrity, finishes, etc. After review, we provide the client a comprehensive listing of discoveries, with alternative solutions that incorporate the most cost effective approach for every area where there are alternatives to be considered. Further, we analyze specific project exterior conditions (i.e., location of activities, scheduled events, etc.) and include thoughtful recommendations to site logistics, traffic flow, staging and parking.

SCHEDULING

ACCURATE AND MEANINGFUL SCHEDULES ESTABLISHED EARLY TO GUIDE THE PROJECT

Once selected, the project team prepares a preliminary schedule. The schedule will include durations for permitting, material procurement, submittals and fabrication, in addition to the construction activities and commissioning periods. Each area of the project will be separated to allow clear visibility of the flow and sequence of work required for that part of the project. Our scheduling software, Primavera P6, interfaces with our project management software, Procore, which means that many reporting issues monitored by Procore are automatically updated when changes to the schedule occur.

Our subcontractors submit their evolving schedules throughout the course of preconstruction to ensure every activity is properly accounted for in our final comprehensive plan. Before construction begins, our subcontractors and suppliers are required to submit their final sequencing, durations and level of detail schedule. The final construction schedule is then incorporated into each subcontractor’s contract as a measure to ensure their adherence to the master schedule.

SCHEDULING CONTINUITY FROM PRECONSTRUCTION THROUGH CONSTRUCTION

The project manager is responsible for the schedule throughout the project. During construction, the schedule is reviewed with the Superintendent and the Project Executive weekly, daily if needed. Then, at the weekly subcontractor meeting, the Project Manager creates a two-week look-ahead schedule and distributes it to all appropriate subcontractors and suppliers.

EVEN THE SMALLEST DETAILS ARE TRACKED ON OUR SCHEDULES

We include every possible item in the schedule, down to when we put the handles on the doors, to make sure we synchronize all aspects of work and every material delivery. We give special attention to items on the “critical path” which are areas that must be done within a particular time in order to bring a project in on time or early. While other areas of work can be altered more easily, these areas of work, such as the building shell construction and interior framing and drywall, must be put in place in order to have the next step of the project take place.

To ensure an accurate scheduling process for all shop drawings and submittals, we create a comprehensive procurement schedule as a primary section to our



Pull planning allows us to collaboratively develop a plan for each phase of the project with all those that will be included in executing the work.

overall CPM schedule. Each submittal and scheduling activity is clearly identified with early start, late start, early finish and late finish dates and then made part of the critical path of the project. This section of our critical path schedule is monitored daily and updated weekly at a minimum. Then it is distributed to our project subcontractors and suppliers.

Prior to commencement of construction, we create a comprehensive shop drawing/submittal log with our project management software, Procore. This log is updated daily and reviewed at all weekly subcontractor and owner meetings. The status section of this log alerts all parties responsible for the next step in the submittal/shop drawing process and provides them with a deadline that is derived directly from the critical path schedule.

QUALITY CONTROL

We understand that a building is not simply a short term investment, but one which is designed to last decades. The client is paying for and entitled to a building that is built with care and meets the goals of the entire project delivery team. Our proactive approach to quality and coordination assures that we consistently meet these goals.

DEDICATION TO AWARD WINNING QUALITY

Our quality control plan begins during preconstruction by only soliciting subcontractor and material bids from pre-qualified vendors. Our acceptable base-line quality level standards are well known to our subcontractors as many have been providing services for Kaufman Lynn Construction for more than 20 years.

During construction, we ensure quality through our daily quality inspections along with weekly jobsite meetings. Our weekly meetings include subcontractors, owners and design professionals. Since our meetings require thorough jobsite inspection by all parties, any question of quality is immediately addressed. This immediate reaction prevents a budding problem from taking root. If a problem is discovered it is immediately corrected.

INTENSE OVERSIGHT OF SUBMITTALS WITH AN EXTRA SET OF EYES TO SUPPORT THE DESIGN TEAM

We include our Quality Assurance Consultants to review all systems as they relate to paint, exterior



BUILDING BETTER BUILDINGS
Kaufman Lynn Construction’s “Building Better Building” Program includes detailed inspections of the exterior building envelope leading to better Indoor Air Quality, lower maintenance and a longer life of the building.

finishes, windows, roofing, waterproofing and caulking BEGINNING in the design and budgeting process. We begin our process by meeting with Village of Palm Springs staff and the entire design team to ensure all systems are compatible. We then work with our preconstruction staff to review submittals with a checklist of what must be included such as: manufacturer product data, details and installation instruction, preparations procedures, qualifications of installers, shop drawings with sequencing for installation, notice of acceptance (if necessary), wind calculations, special requirements and a sample copy of the warranty. We then review all submittals to make sure that proper waterproofing components, materials and installation processes are being submitted in compliance with the contract documents. Our consultant reviews the construction details, products and systems prior to us bidding and providing the Guaranteed Maximum Price to an owner. The benefit is that when we get to the GMP we are clear that the systems on the Construction plans are compatible with one another and in conformance with all the current building codes required for the project.

NOTHING REPLACES “PLANS IN HAND” INSPECTIONS AND REGULAR COMMUNICATION BY OUR SUPERINTENDENTS

During construction, we ensure quality through our daily quality inspections along with weekly jobsite meetings. Every day our superintendents walk miles checking on quality regardless of the size of the building footprint. Our superintendents use tablets in the field that are continually updated with the most recent plans noting any new changes. Checking subcontractors work against the plans any concerns can be shown to the foremen in a simple, up-to-date format. Any issues that need to be reviewed by the design team, are photographed and send to the entire team for review and response. This immediate reaction prevents a budding problem from taking root or allows us to discover it quickly to find a remedy without impacting the schedule. This process is in addition to our weekly onsite meetings that include subcontractors, owners and design professionals where we walk the jobsite to allow all parties to inspect current work and any question of quality is addressed.

HIGHLY CAPABLE SUPERINTENDENTS SUPPLEMENTED WITH CONTINUED TRAINING

Kaufman Lynn Construction constantly strives to improve our quality and performance through continuing education seminars, self-analysis and in-house training for our professionals. We optimize design and construction techniques, which consistently produce projects that exceed our clients’ expectations.

INDEPENDENT QUALITY CONTROL REVIEWS

As part of our “Building Better Buildings” Program, SG & P, attends jobsite meetings and is a part of all of our pre-installation meetings for major building components. Together we review installation procedures and the consultant acts as an additional set of eyes during preparation, application and installation of building components particularly those relating to the exterior envelope of the building.

Our consultant reviews the contract documents as well as performs visual inspections on “in progress” installation procedures and again at final inspection to compliment our existing quality control methods and processes. He provides written reports with photographs that are reviewed by the on-site project team in addition to the Project Executive. The reports include corrective actions taken or employed from his observations and discussions with subcontractors and the superintendent.

At the conclusion of the project we turn over a complete book to the owner with a full description of what issues were addressed to ensure them of a superior building for years to come.

ESTABLISHING A GUARANTEED MAXIMUM PRICE

Prior to bidding the project, we generate market awareness by initiating project trade workshops. These workshops provide all interested subcontractors and vendors the opportunity to: 1) meet with the project team, 2) review and discuss the plans and specification and the project in general, and 3) get clear understanding of timelines and sequencing of activity. These face to face sessions are invaluable to provide assessment of the trade and vendor capability, notwithstanding workload and labor resource.

COMPREHENSIVE BID FOR ON-TARGET FINAL PRICE

With local market subcontractor and vendor interest at a high point, the final GMP estimate is prepared. Using BuildingConnected, all interested prequalified subcontractors are offered access to online drawings and specifications.

During the development of this GMP, subcontractors are evaluated for their responsiveness to the bid documents, the quality and completeness of their proposal as well as the price for performing the work. Our goal is to secure a minimum of 5 proposals from qualified subcontractors for each scope discipline. Prior to reviewing the subcontractor and vendor bids, Kaufman Lynn Construction’s estimators perform quantity and scope takeoffs on all major scopes of work included in the project. Through the use of Kaufman Lynn Construction’s On Screen Take Off program, each component of work to be estimated can be highlighted and quantified, creating a complete scope sheet to compare to subcontractor pricing.

These quantified and vetted subcontractor and vendor costs will be formatted in project summary form for final approval of the GMP, which now is inclusive of complete cost of work, preconstruction costs, approved Value Management and Options Analysis items, wish list items, general conditions and associated soft costs, final contingency amounts, and project fee. All this leads to a price that is final.

COMPLETE TRANSPARENCY THROUGHOUT THE PROCESS

Our recommendation for subcontractors includes a detailed but easy to read “bid leveling sheet” which lists not only the bid as submitted by the subcontractors but also an analysis of the bid by our estimating team which clearly identifies any scope that may be missing from the bid or any substitutions made. The cost of these items is included and new totals calculated so that the City can compare “apples to apples”. The bid leveling sheet provides an easy to read summary, in addition we provide the City with full back-up of all bids received.

COST CONTROL

KL’s proven, proactive approach to preconstruction, including the detailed scopes released to subcontractors and thorough analysis of bids, is the primary reason why we have an exceptionally low amount of contractor initiated change orders.

For us, change order review is not just pricing up a change but reviewing alternatives to help find the best options. We become a client advocate in coming up

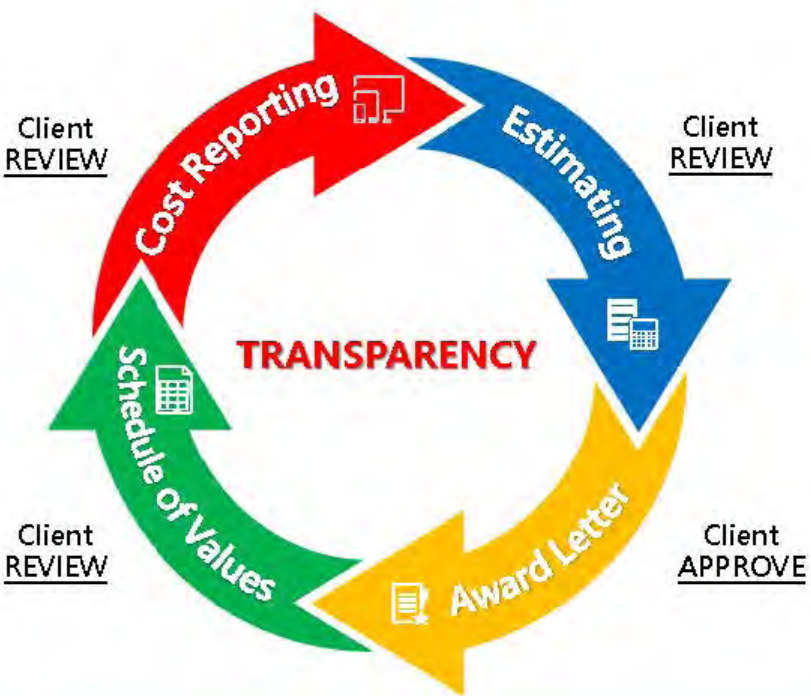
with best value solutions. Our project manager Brandon Rastok excels at this. You can rest assured that before we submit any change order request, we have fully vetted both the issue causing the need for a change and the best option for addressing the issue.

In the case of owner initiated change orders we conduct a full constructability review and then offer viable options and alternatives to reduce or even eliminate cost and schedule impacts of the requested changes.

BUILDING JOB RESERVES INSTEAD OF RELYING ON CONTINGENCY FUNDS

To help assure predictability from a budget perspective, we recommend the establishment of both a contractor and an owner contingency. An owner contingency simplifies our clients’ internal budget request process for items they may want to add or change during construction. Though we track and account for monies expended, it is completely up to the client how it is spent.

CONTROLLING COST



OPEN BOOK and FULL TRANSPARENCY!

The contractor contingency is used strictly to offset items not accounted for in the budget but required to complete the scope. We consider this fund a safety net and our philosophy is to protect this fund as potential savings. Instead of relying on the contingency fund, we create job reserves. As mentioned before, we continuously look for ways to reduce costs without affecting scope or quality. These savings are tracked in the job reserve and can offset most if not all costs for items that would otherwise be paid through contingency. **As a result, we routinely return contingency to our clients at the end of the project.**

MANAGEMENT OF OWNER FURNISHED MATERIALS PROGRAM

To take advantage of the Village’s tax exempt status, we recommend implementing an Owner Furnished Materials Program on this project. **As a builder with an expertise in the public and not-for-profit markets, our project management and accounting processes are fully prepared** to accommodate the requirements of the program.

Though the Village of Palm Springs will pay suppliers directly for any material purchased, we will manage the entire process for you. That includes negotiation, preparation of purchase order information, material delivery and inspection, and verification of invoices. All directly purchased material is tracked and reported in our monthly reports to you and a final account of savings is prepared at close out of the project. **On average, this process results in savings of 1% - 1.5% of the cost of work.**

CLAIMS MANAGEMENT

Kaufman Lynn Construction has never filed an action against a client in our 30 year history, showing we ARE NOT a litigious company. Our claims management plan is one of claims avoidance at all costs, giving gravity to relationships over finance. We believe that from project start, developing a team camaraderie heightens awareness and responsibility to the project from all team members. This relationship and responsibility instills a group mentality based on clear, concise, and continual communication recognizing everyone’s responsibility to quality, duration and cost. When project teams are fully engaged, the processes, objectives and goals easily integrate into the success of each partner and creates a synergy that moves the project through its daily hurdles

to successful completion, eliminating the need for any type of claim submission.

Kaufman Lynn initiates and leads this risk management process on behalf of our client by clearly understanding client expectations and pro-actively detailing same to all subcontractors and vendors. We “deep dive” into all subcontract scope to assure complete and code compliant work, quality level expectations, installation durations aligned with project schedule, resource availability and work hour requirements.

REPORTING SYSTEMS

Construction is a collaborative activity, pooling the knowledge and experience of many people. After an initial kick-off meeting, **we suggest weekly meetings with the entire team for complete and accurate exchanges of information and maximum accountability.**

Kaufman Lynn Construction (KL) uses Procore, an on-demand construction software platform designed to facilitate document management and team communication. By hosting documents online, they are available to all team members. **Owners have 24/7 access to contract documents, change orders, RFI’s, meeting minutes, schedules and progress photos.** All team members can access the information in real time (24/7) on their tablets, phones or computers to keep everyone up to date on progress. RFI’s are tracked and users can easily see the status. Even more importantly the process of responding to an RFI is as simple as sending an email, which assures use of the software by team members.

However, we understand that not all interested parties in a construction project are part of the project team. Which is why we provide a weekly project “snapshot” to the client and design team. **On a single page, we summarize accomplishments of the current week and provide a look-ahead for the next week.** This provides an easy way for our client’s to keep their associates informed and engaged.

Kaufman Lynn Construction frequently prepares a project manual and will do so for this project. The project manual provides a comprehensive summary of the project in terms of the team organization, project goals for schedule and budget, and project

approach with clear delineations of the responsibilities of individual team members. In addition, the project manual contains **information about agreed upon processes and procedures, including the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders as well as other communication and coordination between the team.**

Kaufman Lynn provides printed copies of the project manual to the Village of Palm Springs and Song & Associates. The project manual is also accessible to all team members on the password protected project page on Procore.



Ways we keep you informed

In addition to in-person meetings, we use webconferencing to quickly bring together multiple people to discuss specific items of the project and review construction documents together. As the owner, you have access to our online construction management program, Procore, which gives you access to documents and which we use to track the various components of the project. Of course, any KL team member is only a phone call away. In addition, we provide a weekly project summary with photos which is ideal to keep your constituents informed and engaged.

PROJECT CLOSE-OUT

To accomplish a true and complete closeout process, Kaufman Lynn Construction creates a ‘closeout matrix’ which details the requirements listed in the contract documents and our in house requirements we believe necessitate successful turn-over documents. The information from the matrix is submitted to all subcontractors to aid them in finalizing their portion of the closeout process at the 75% mark of the project.

The project team starts the closeout effort “day one” of the project assuring a continuing effort of gathering the appropriate documents so that the culmination of the process is simply “another day” rather than a frantic mad dash to the finish line, often missing the mark on complete documentation.

The project site staff keeps and maintains all permit records and ‘as-built’ drawings which are reviewed as needed and updated weekly by each subcontractor. These “final” as-built plans are then copied appropriately and included as part of the closeout documents turned over to the college.

By requiring all trades to work from our form/procedure, we are able to maintain an efficient and organized approach to tracking which trades have submitted the necessary documents and those who have not. This aids in avoiding time being wasted due to interpreting and sorting through each individual subcontractors’ own format in order to pull out the necessary information

The Kaufman Lynn Construction closeout process would include the following correspondence at minimum:

- 1. Approved shop drawings, submittals and samples
- 2. Commissioning reports and final approvals
- 3. Material and equipment warranties
- 4. Product maintenance and operations manuals
- 5. As-Built plans
- 6. Owner training acknowledgment letters
- 7. Permits, Certificates of Completion
- 8. Complete project directory
- 9. Video taped instructions to operate and maintain key systems

Finally, by requiring standard templates to work from, subcontractors are familiar with the procedure, have been educated accordingly and know what to anticipate at projects close in order to be paid in full.

WARRANTY PERIOD SERVICES

Kaufman Lynn Construction’s project closeout does not end with the Certificate of Occupancy. We stand behind our work. Prior to the warranty expiration periods, our project manager sets up a walk through with the owner’s staff to identify items in need of warranty repairs. In addition, due to our corporate philosophy of being an extension of our owners’ staff and our desire for long term relationships, Kaufman Lynn Construction has a history of taking care of its clients and projects after the warranty period expires.



WE HAVE A CONSISTENT RECORD OF DELIVERING CM SERVICES!

RFP ATTACHMENT ‘B’
VOLUME OF PREVIOUS WORK FORM
(both Public and Private Sector)

Firm Name: Kaufman Lynn Construction, Inc.

Date: June 17, 2022

Year (list previous 7 years)	Dollar Amount of CM Contracts Awarded (Min \$5 Mil)
Year 1: 20 21	\$ 414,518,667
Year 2: 20 20	\$ 307,576,841
Year 3: 20 19	\$ 419,372,784
Year 4: 20 18	\$ 522,852,534
Year 5: 20 17	\$ 226,935,343
Year 6: 20 16	\$ 279,504,581
Year 7: 20 15	\$ 180,189,978
TOTAL	\$ 2,350,950,728

The Volume of Previous Work calculation shall be based only on CM contracts of the firm awarded or funded as of the submittal date (hard bid awards are not included). CM work for which a firm has been selected but a contract has not yet been awarded shall not be included in the calculation.

PROPOSER (firm name): Kaufman Lynn Construction, Inc.

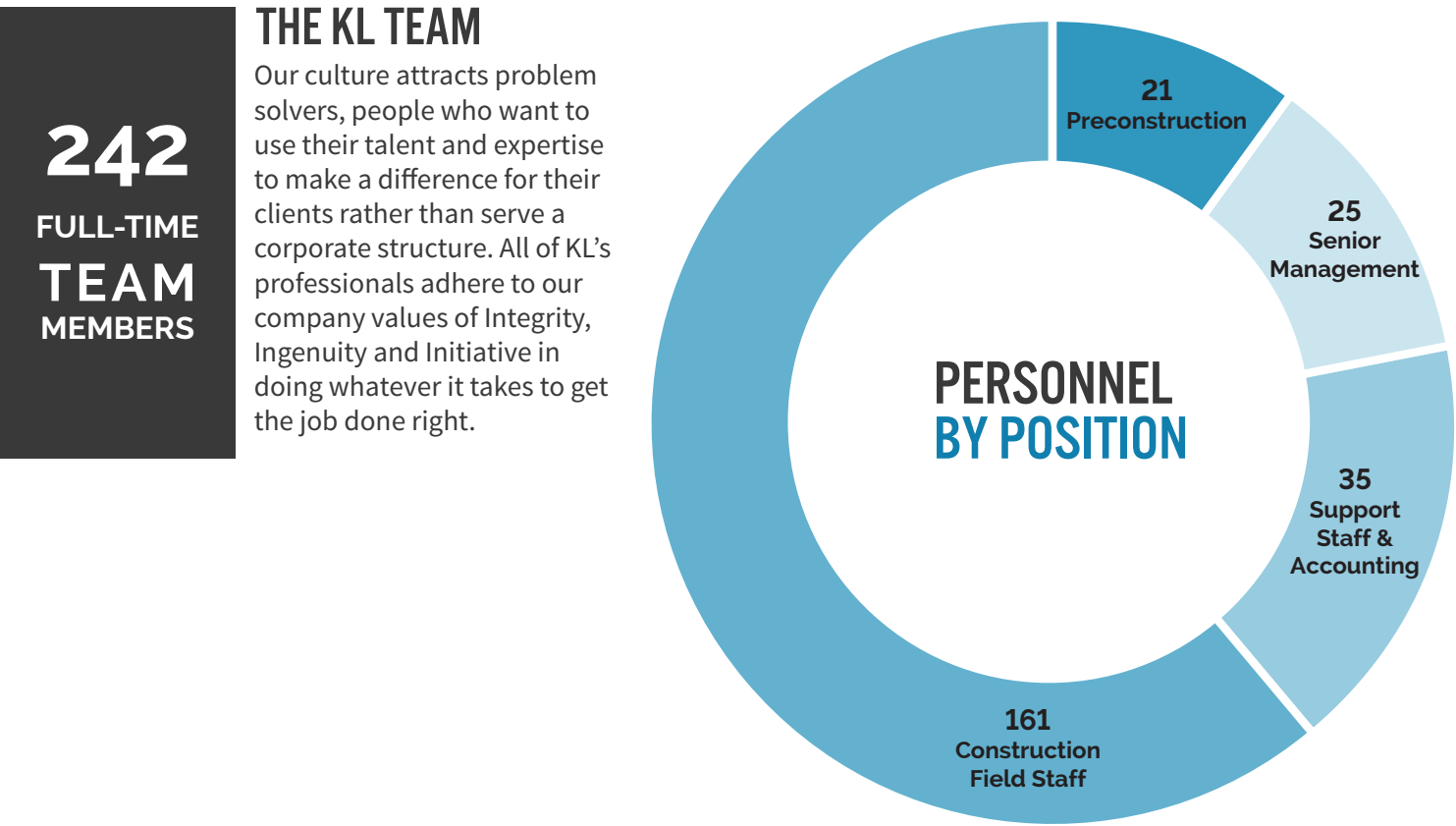
PRINT NAME OF AUTHORIZED REPRESENTATIVE: Michael I. Kaufman

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: President/CEO DATE: June 17, 2022



All Kaufman Lynn staff assigned to this project are part of our Delray Beach office, located at:
3185 South Congress Avenue
Delray Beach, Florida 33445
561.361.6700





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****
3185 South CONGRESS AVE
DELRAY BEACH, FL 33445

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	KAUFMAN MICHAEL I	CGC021732	B21.561418 - 07/19/21	\$27.50	B40105457

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



12
6 - 2584

KAUFMAN LYNN CONSTRUCTION INC
KAUFMAN LYNN CONSTRUCTION INC
3185 S CONGRESS AVE
DELRAY BEACH FL 33445-7324



**STATE OF FLORIDA
PALM BEACH COUNTY
2021/2022 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200515138
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.



RFP ATTACHMENT 'C'
 CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

 X **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

 Physical address within Village of Palm Springs limits

 X Physical address outside of Village of Palm Springs but within Palm Beach County

 Physical address within the State of Florida

 Non-local: The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] Michael I. Kaufman as
 [Title:] President/CEO of [Name of Firm:] Kaufman Lynn Construction, Inc.

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

 June 17, 2022
 (Signature) (Date)

RESPONSIVE SERVICES SINCE WE ARE
 FOUNDED AND BASED
 IN PALM BEACH COUNTY!



RFP ATTACHMENT ‘D’
CONFLICT OF INTEREST DISCLOSURE FORM

CONTRACTOR/SUBCONTRACTOR represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the VILLAGE, except as follows:

(None)

(Attach additional sheets as needed.)

CONTRACTOR/SUBCONTRACTOR further represents that no person having any interest shall be employed for said performance. By signing below, **CONTRACTOR/SUBCONTRACTOR** certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence **CONTRACTOR’s/SUBCONTRACTOR’s** judgment or quality of services being provided to the VILLAGE.

CONTRACTOR/SUBCONTRACTOR shall promptly notify the VILLAGE in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence **CONTRACTOR’s/SUBCONTRACTOR’s** judgment or quality of services being provided to the VILLAGE. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that **CONTRACTOR/SUBCONTRACTOR** may undertake and request an opinion of the VILLAGE as to whether the association, interest or circumstance would, in the opinion of the VILLAGE, constitute an unacceptable conflict of interest if entered into by the **CONTRACTOR/SUBCONTRACTOR**.

If, in the sole opinion of the VILLAGE, the prospective business association, interest or circumstance of **CONTRACTOR/SUBCONTRACTOR** would constitute an unacceptable conflict of interest to the VILLAGE, the VILLAGE shall so state in the notification and the **CONTRACTOR/SUBCONTRACTOR** shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Michael I. Kaufman, as (Title/Position:) President/CEO of (Name of Firm:) Kaufman Lynn Construction, Inc. who hereby certifies that any misrepresentation by the **CONTRACTOR/SUBCONTRACTOR** on this Disclosure is considered an unethical business practice and is grounds for sanctions against future VILLAGE business with the **CONTRACTOR/SUBCONTRACTOR**.



Signature
June 17, 2022

Date



SUSTAINABLE CONSTRUCTION

“Green” solutions can greatly reduce the operating costs of an upgraded facility and may be desirable even if they require higher initial costs. To find the best overall solutions for our clients, we start the process to sustainable design and construction with a ‘question and answer’ workshop with LEED accredited in-house professionals and your staff. This conversation allows us to set meaningful and affordable goals and objectives. Whether the goal is to achieve LEED certification or not, we provide our clients a host of energy saving suggestions as well as alternative systems as part of Kaufman Lynn’s Standard Operating Procedures.

KL’s team of 17 LEED Accredited Professionals and LEED Green Associates has experience evaluating strategies, implementing practices, finding resources and weighing cost/benefits for each option to blend budget decisions with energy efficient, environmentally-friendly construction.

Kaufman Lynn is well versed in providing “green” cost savings alternatives on LEED projects in addition to construction methods to ensure the greatest accumulation of points for building certification. We implement “Green Building Techniques” even on projects that are not pursuing LEED Certification as part of our standard everyday practice. We recycle up to 90% of all construction debris on our jobsites by supplying each construction site with recycling containers. We provide pollution and erosion control; we have a concrete truck washout area on each site to prevent any soil contamination; we also pay very close attention to the Indoor Air Quality during construction. In our interior finishes we use low VOC paints, adhesives and sealants and we always achieve very high percentages of recycled content in our building materials.

Kaufman Lynn has completed 27 LEED certified projects, including LEED Silver and LEED Gold Projects. Some of our projects that have achieved LEED Certification are as follows:

27 LEED PROJECTS



NORTH MIAMI - JOE CELESTIN CENTER

SUSTAINABLE CONSTRUCTION PRACTICES

- Standard practice include:*
- *recycling of construction debris*
 - *pollution and erosion control*
 - *concrete truck washout areas to prevent any soil contamination.*

THE FOLLOWING IS A PARTIAL LIST OF KAUFMAN LYNN LEED PROJECTS:



LEVERAGING TECHNOLOGY FOR BETTER CONSTRUCTION

Construction is a collaborative activity, pooling the knowledge and experience of many people. After an initial kick-off meeting, we suggest weekly meetings with the entire team for complete and accurate exchanges of information and maximum accountability. Kaufman Lynn Construction (KL) uses Procore, an on-demand construction software platform designed to facilitate document management and team communication. By hosting documents online, they are available to all team members. Owners have 24/7 access to contract documents, change orders, RFI's, meeting minutes, schedules and progress photos. All team members can access the information in real time (24/7) on their tablets, phones or computers to keep everyone up to date on progress. RFI's are tracked and users can easily see the status. Even more importantly the process of responding to an RFI is as simple as sending an email, which assures use of the software by team members.



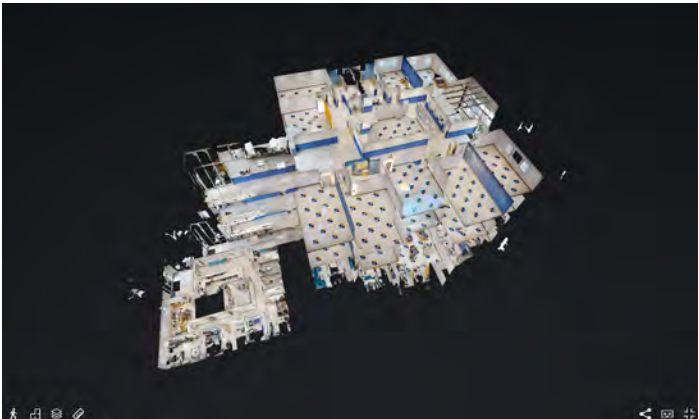
Our project management software allows owner's 24/7 access to all project information on multiple platforms.

IN-HOUSE EXPERTISE

Kaufman Lynn has an in-house BIM department with specialists who are actively researching, testing, and implementing solutions for our clients. As both construction and applied software specialists, the KL BIM department has a suite of tools to address the everyday unique solutions that present themselves during the design validation and construction phases. We have the technical skills to develop our own BIM models and apply BIM specific workflows as opportunities emerge.

Our capabilities include:

- BIM execution planning for your design team, construction and operations
- 3D MEP coordination and issue resolution (BIM 360 Glue to Navisworks)
- 3D modeling (Revit, AutoCAD, Rhino 3D, Sketchup and Infraworks)
- Laser scanning (Matterport, Leica, Faro, Recap 360)
- 4D sequencing (Synchro or Navisworks)
- Virtual reality mockups and virtual tours (Fuzor, HTC Vive, Oculus Rift)
- 3D estimation (Assemble Systems, D Profiler)



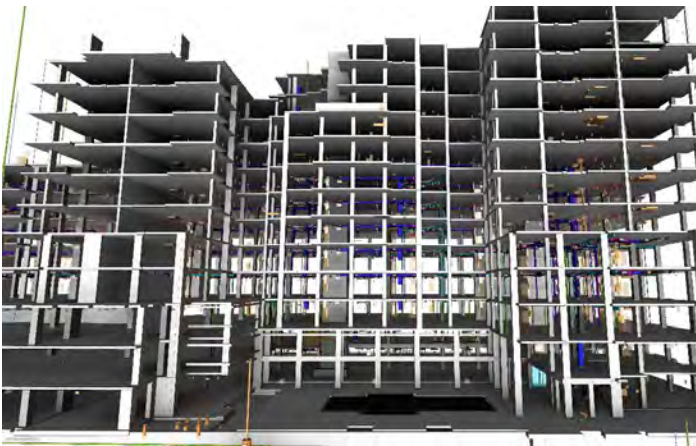
KL uses technology to document and share information in real-time with the whole team. The Village of Palm Springs Police Department project will benefit from our many ways of capturing and sharing information. From daily logs within our web-based Project Management System, Procore, by our Lead and MEP Superintendents to the utilization of cutting edge technology such as Matterport (3D Interactive Imaging, depicted above), KL will share and preserve the information needed to build effectively. These 3D Interactive models also allow the County to manage the completed facility more efficiently and effectively.

USING TECHNOLOGY TO COORDINATE TRADES

A reliable BIM execution plan that is aligned with project delivery needs helps facilitate quick and confident decision making by project stakeholders. We have a deep understanding of how BIM applications during the design phases translate to the construction phases. Our BIM department becomes an extension of your design team day one to ensure we implement the specific technological use cases identified for this project. We supply the BIM group with processes and procedures on our weekly BIM meetings to ensure accountability and a proper follow through on all proposed BIM workflows for this project.

Design Coordination

Leveraging models early on during design phases increases engagement and allows people to ask the right questions. This in turn promotes better decision making for the project. We will take the lead in setting up the BIM models ensuring timely submissions from parties and creating specific merged models for the project team so that they can be leveraged for MEP, structural and architecture and interiors coordination. We archive consolidated models at every major design iteration and attend meetings with the BIM model on hand to assist with design reviews, target costing, schedule and constructability analysis.



MEP coordination integrated with the structural model eliminates possible obstructions during construction.

FACILITIES MANAGEMENT AND INTERACTIVE DOCUMENTATION

The key challenge for owners developing a facilities maintenance program is keeping track of the numerous OEM manuals, as-built documents and asset information required for preventive maintenance. We’ve found that BIM technologies have substantially benefited design and construction teams to deliver a project, but the information that is created is cumbersome for owners to access and use as part of their efforts to manage and maintain their facilities. To solve this, we’ve developed an innovative solution that we call “Interactive Documentation” which enables you to visually interact in 3D with your facilities, allowing you to quickly locate information that is important to your facilities team. You can easily tag the 3D model of laser scans to store punch lists, contact information, asset data, operation manuals, list Information, various PDFs, pictures, videos and external websites and much more. More importantly, this solution does not require any high end computers and expensive software. All information can be accessed from your mobile phone, ipad or standard laptop.





ABOUT US
Since 1989, Kaufman Lynn Construction (KL) has built high-quality buildings and long-lasting client relationships. Headquartered in South Florida, KL has more than 200 employees.

Guided by our values of Integrity, Ingenuity and Initiative, KL Founder and CEO Michael Kaufman is committed to the success of his clients, his associates and his community. KL's "client first" philosophy has resulted in a company culture that requires everyone to do whatever it takes to get the job done right.

We consistently deliver superior construction projects by relentlessly advancing each client's vision, beyond their expectations. For more information, visit us at KaufmanLynn.com.

FIRE STATIONS



K-9 UNITS



POLICE HEADQUARTERS



EMERGENCY OPERATIONS CENTERS



MAINTENANCE



GUN RANGES



KL

BUILDING **SUPERIOR** STRUCTURES

PUBLIC SAFETY EXPERTISE



From functionality to durability, Kaufman Lynn has the expertise to ensure project success when seconds matter in keeping the community safe.



SUSTAINABILITY

The Kaufman Lynn Construction team knows how to build sustainably and we are all about advancing green building initiatives. Even if the project doesn't call for any additional certifications, we build to an environmentally sustainable standard. Our team of construction professionals have delivered projects that have received various levels of LEED certifications.

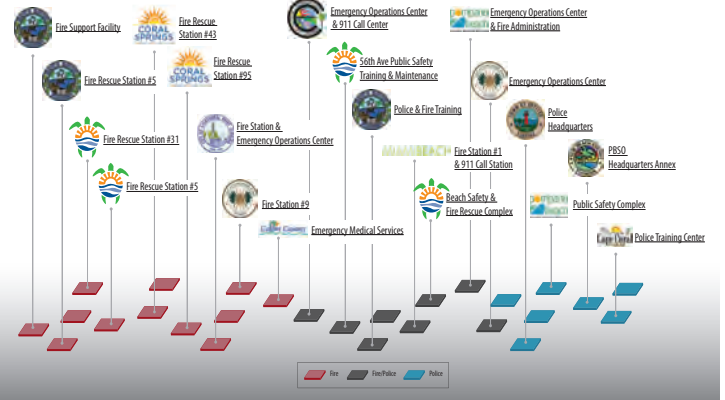


Diagram illustrating various public safety facilities and their locations, categorized by Fire, Fire/Police, and Police.

Facilities include:

- Fire Support Facility
- Fire Rescue Station #43
- Fire Rescue Station #5
- Fire Rescue Station #31
- Fire Rescue Station #5
- Fire Station #2
- Emergency Operations Center & 911 Call Center
- South Ave Public Safety Training & Maintenance
- Emergency Operations Center & Fire Administration
- Police & Fire Training
- Fire Station #1 & 911 Call Station
- Search Safety & Fire Rescue Complex
- Emergency Medical Services
- Police Headquarters
- PSSQ Headquarters Annex
- Public Safety Complex
- Large Vehicle Police Training Center

Legend: Fire (Red), Fire/Police (Grey), Police (Blue)

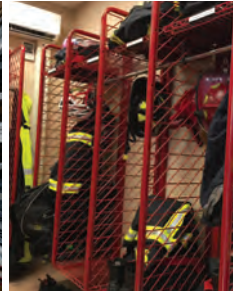
BUILDING **SUPERIOR** STRUCTURES

OUR EXPERIENCE



26
FACILITIES

**SOUTH FLORIDA
PUBLIC SAFETY
EXPERTS**





"I have experience with five other GCs and none can match the highly competent professionalism of Kaufman Lynn."

Thomas Wood
Fire Chief
City of Boca Raton

"Kaufman Lynn consistently delivers on their promises. Their scheduling and cost management during the construction process has been exceptional and taken the uncertainty out of the process."

Vernon Hargray
City Manager
City of Miramar



BUILDING **SUPERIOR** STRUCTURES



Kaufman Lynn Construction, Inc.
3185 South Congress Avenue
Delray Beach, FL 33445
561.361.6700

KL KAUFMAN LYNN
CONSTRUCTION



RFP 2022R-003
Construction Manager at Risk - Police Department Expansion
Proposal Tabulation Sheet - Shortlist
8/5/2022 at 1:30 p.m.

	Di Pompeo Construction Co	Hedrick Brothers Construction Co	Kaufmann Lynn Co Inc	Pirtle Construction Co	Sisca Construction
<i>Committee Member A</i>	63	81	86	71	61
<i>Committee Member B</i>	83	85	95	100	78
<i>Committee Member C</i>	57	95	98	85	44
<i>Committee Member D</i>	84	97	99	98	83
<i>Committee Member E</i>	71	77	87	80	82
<i>Committee Member F</i>	87	85	100	87	70
<i>Committee Member G</i>	91	95	94	89	86
Total Points	536	615	659	610	504



RFP #2022R-003
CONSTRUCTION MANAGER AT RISK-
POLICE DEPT EXPANSION

Final Proposal Selection Committee Meeting
August 22, 2022 at 9:30 a.m.

	Kaufman Lynn	Hedrick Brothers	Pirtle
Committee Members			
Kimberly K. Glas-Castro, Chairperson	96	-	-
Iramis Cabrera	100	-	-
Walter Sanchez	100	-	-
Mariana Ortega	98	-	-
Tom Ceccarelli	86	-	-
Edgar Morley	89	-	-
Andrew Klausner	99	-	-
Total Evaluation Points	668	Proposer Withdrew from Further Consideration	Proposer Withdrew from Further Consideration

From: Sean Burnie <sburnie@hedrickbrothers.com>
Sent: Tuesday, August 9, 2022 10:10 AM
To: TGonzalez@vpsfl.org; kwynn@vpsfl.org
Subject: RE: RFP 2022R-003 CM @Risk - Final Selection Committee Meeting

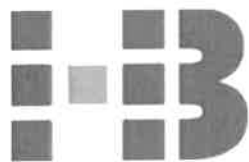
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Hello Theresa Gonzalez,

Thank you for the opportunity and shortlisting Hedrick Brothers Construction on the Village of Palm Springs Police Department Expansion project. After careful consideration, our team has decided to decline participation in the presentation process. We wish the Village much success on your future expansion project.

If we can be of any assistance please don't hesitate to reach out to me.

Thank you again.



#WeAreBuilders



SEAN BURNIE, ASSOCIATE DBIA
Executive Vice President
of Commercial Division
HEDRICK BROTHERS CONSTRUCTION

C 561-312-0930 O 561-689-8880

E sburnie@hedrickbrothers.com

2200 Centrepark West Drive

West Palm Beach, Florida 33409 | CGC013137

This message (including any attachments) may contain confidential, proprietary, privileged and/or private information. The information is intended to be for the use of the individual or entity to whom it is addressed. If you are not the intended recipient of this message, please notify the sender immediately and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

From: "Theresa L. Gonzalez" <TGonzalez@vpsfl.org>
Date: August 9, 2022 at 9:10:28 AM EDT
To: Christine Corrigan <ccorrigan@hedrickbrothers.com>
Cc: "Kimberly M. Wynn" <kwynn@vpsfl.org>
Subject: RFP 2022R-003 CM @Risk - Final Selection Committee Meeting

Good afternoon,

Thank you for submitting your proposal for RFP 2022-003 – CM @Risk for Police Department Expansion. On August 5, 2022, the Selection Committee evaluated each firm and made a short-list selection.

The Village has scheduled the Final Selection Committee Meeting to take place on **August 22, 2022, from 9:30 a.m. to 2:30 p.m.** (with a lunch hour from 12:00 p.m. to 1:00 p.m.). Interviews for each firm will be conducted in the Council Chambers at Village Hall, located at 226 Cypress Lane, Palm Springs, FL 33461. If you have any questions regarding the contents of this email, please feel free to email me any concerns or questions.

Firm Name	Interview Time
Hedrick Brothers Construction Co., Inc.	10:45 a.m. – 11:45 a.m. *
	* <i>Times may vary</i>

-
- Each proposer will be given 30 minutes for their presentation and following a 30-minute Q&A.
- We ask each proposer to provide their presentation before the scheduled date since we do not currently use thumb drives or disks. Please email the presentations to procurement@vpsfl.org
- Within the presentation, Committee Members will be looking for questions/concerns listed in the attachment. If you have an issue with accessing the attachment, please let me know.
-
-

a.

We would like to remind you that we are under the code of silence and it will remain in effect until the Village Council awards or approves a contract. All questions/concerns should be directed in writing to the Procurement Specialist at procurement@vpsfl.org.

Best Regards,

Theresa L. Gonzalez

Procurement Specialist

226 Cypress Lane | Palm Springs, Florida 33461

Phone: 561.584.8200 ext. 8447

Email: tgonzalez@vpsfl.org

From: James "Jamey" Armstrong <jamey@pirtleconstruction.com>
Sent: Tuesday, August 16, 2022 5:33 PM
To: Theresa L. Gonzalez
Cc: Jess Brancaccio
Subject: FW: RFP 2022R-003 CM @Risk - Final Selection Committee

Ms. Gonzalez,

I regret to inform you that due to immediate, short term staffing limitations and the timing of this presentation our team will not be able to participate any in the presentations that are schedule for Monday August 22. Unfortunately we must withdraw our names from further consideration for this project.

Regards,

James "Jamey" Armstrong
Vice President
Pirtle Construction Company

From: Jess Brancaccio <jbrancaccio@pirtleconstruction.com>
Sent: Tuesday, August 9, 2022 9:25 AM
To: James "Jamey" Armstrong <jamey@pirtleconstruction.com>; Chris Chavez <cchavez@pirtleconstruction.com>; Jacob Katz <jacob@pirtleconstruction.com>
Subject: Fwd: RFP 2022R-003 CM @Risk - Final Selection Committee

Jess Brancaccio
Director of Business Development
Pirtle Construction Company

Begin forwarded message:

From: "Theresa L. Gonzalez" <TGonzalez@vpsfl.org>
Date: August 9, 2022 at 9:10:57 AM EDT
To: Jess Brancaccio <jbrancaccio@pirtleconstruction.com>
Cc: "Kimberly M. Wynn" <kwynn@vpsfl.org>
Subject: RFP 2022R-003 CM @Risk - Final Selection Committee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Good afternoon,

Thank you for submitting your proposal for RFP 2022-003 – CM @Risk for Police Department Expansion. On August 5, 2022, the Selection Committee evaluated each firm and made a short-list selection.

The Village has scheduled the Final Selection Committee Meeting to take place on **August 22, 2022, from 9:30 a.m. to 2:30 p.m.** (with a lunch hour from 12:00 p.m. to 1:00 p.m.). Interviews for each firm will be conducted in the Council Chambers at Village Hall, located at 226 Cypress Lane, Palm Springs, FL 33461. If you have any questions regarding the contents of this email, please feel free to email me any concerns or questions.

Firm Name	Interview Time
Pirtle Construction Company	1:15 p.m. – 2:15 p.m. *
	<i>* Times may vary</i>

- Each proposer will be given 30 minutes for their presentation and following a 30-minute Q&A.
- We ask each proposer to provide their presentation before the scheduled date since we do not currently use thumb drives or disks. Please email the presentations to procurement@vpsfl.org
- Within the presentation, Committee Members will be looking for questions/concerns listed in the attachment. If you have an issue with accessing the attachment, please let me know.
-

We would like to remind you that we are under the code of silence and it will remain in effect until the Village Council awards or approves a contract. All questions/concerns should be directed in writing to the Procurement Specialist at procurement@vpsfl.org.

Best Regards,

Theresa L. Gonzalez

Procurement Specialist
226 Cypress Lane | Palm Springs, Florida 33461
Phone: 561.584.8200 ext. 8447
Email: tgonzalez@vpsfl.org

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

** Please consider the negative environmental impacts associated with printing email **



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Finance

ITEM #11: (SECOND READING/FINAL PUBLIC HEARING) Ordinance No. 2022-10 - Establish FY 2022-23 Millage Rates - Operating & Debt Service: Motion to Approve Ordinance No. 2022-10; Establishing

SUMMARY: The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY23) beginning October 1, 2022, and ending September 30, 2023. Additionally, the Council is requested to consider certifying the Village's taxable value to the PBC Property Appraiser 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 of \$194,386,542 over FY 2022.
- The rolled-back rate is calculated at 3.1707 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 10.39% over the rolled-back rate (At 100% collection, the operating millage is expected to generate \$5,874,326 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the proposed budgeted revenue is expected to be \$5,639,353).
- The total taxable value within the Village to calculate the debt service millage rate is \$1,682,010,606; thus, the proposed millage rate required to pay the Village's general obligation debt for FY 2023 is \$0.2639 per \$1,000 of taxable value. That is a decrease of 0.0355 from FY 2022.
- 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). This is the third year the Village has had the Palm Springs CRA.
- The combined proposed millage rates for FY 2022 (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).

Ordinance No. 2022-10 establishes the final millage rates for the Fiscal Year 2023. Ordinance No. 2022-10 was advertised in the Lake Worth Herald (September 15, 2022) and the Palm Beach Post (September 18, 2022).

The proposed ordinance was approved on 1st reading on September 8, 2022. The Village Council is requested to approve Ordinance No. 2022-10 at the 2nd and final Public Hearing. Following final approval, staff will submit the required Form DR-420 - Certification of Taxable Value and the Form DR-420Debt - Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector, and the State of Florida.

FISCAL IMPACT:

Establishes the final operating millage rate and debt service millage rate for the proposed budget for the fiscal year 2022-2023.

ATTACHMENTS:

1. Ordinance No. 2022-10 Establish Millage Rates for FY 22-23
2. Certification of Voted Debt Millage (DR-420DEBT)
3. Certification of Taxable Value (DR-420)
4. Maximum Millage Levy Calculation (DR-420MM)
5. Tax Increment Adjustment (DR-420TIF)

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2022/ 2023; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida adopted Fiscal Year 2022 / 2023 final millage rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Village of Palm Springs, Florida, held public hearings as required by Florida Statute 200.065; and

WHEREAS, the real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of \$1,598,569,225 and the tangible personal property for nonexempt valuation of \$83,441,381, for a total gross taxable value for operating purposes of \$1,678,378,924.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Fiscal Year 2022/2023 operating millage rate for the Village of Palm Springs is hereby levied in the amount of \$3.5000 mills which is 10.39% increase over the rolled-back rate of \$3.1707. The general obligation debt service millage rate is hereby levied in the amount of \$0.2639 mills, for a total of \$3.7639 mills of nonexempt valuation of real and personal property within the Village.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 4. Effective Date. This ordinance shall become effective immediately upon adoption.

Council Member _____ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council for the Village of Palm Springs, Florida, on second reading, on this _____ day of _____ 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

GLEN TORCIVIA, VILLAGE ATTORNEY



CERTIFICATION OF VOTED DEBT MILLAGE

[Reset Form](#)[Print Form](#)

DR-420DEBT

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2022	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs
Levy Description : Palm Springs Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	1,598,569,225	(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 (Line 1 plus Line 2 plus Line 3)	\$	1,682,010,606	(4)
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

5.	Current year proposed voted debt millage rate	0.2639	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	0.0000	per \$1,000	(6)
SIGN HERE	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Electronically Certified by Taxing Authority		7/22/2022 1:17 PM	
	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	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.



Reset Form

Print Form

CERTIFICATION OF TAXABLE VALUEDR-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>	\$	87,894	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	5,106,079	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	64,175,858	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	1,610,414,346	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	3.1707	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)

Continued on page 2

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)				(21)
	☐ Yes ☒ No				
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>			\$ 5,106,079	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			3.1707 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 5,321,636	(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>			10.39 %	(27)
First public budget hearing		Date : 9/8/2022	Time : 6:30 PM EST	Place : 226 Cypress Lane Palm Springs, FL 33461	
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 :
	Electronically Certified by Taxing Authority				7/22/2022 1:17 PM
	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

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.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION FINAL DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM
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 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 adopted millage rate	0.0000 per \$1,000	(15)
16.	Minimum vote required to levy adopted 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 adopted 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 adopted rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the adopted 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 :		DR-420MM R. 5/12 Page 2	
19.	Current year adopted taxes <i>(Line 15 multiplied by Line 18, divided by 1,000).</i>	\$ 0	(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 adopted taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM)</i>	\$ 0	(21)
22.	Total current year adopted taxes <i>(Line 19 plus Line 21).</i>	\$ 0	(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).</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 adopted 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 to the Department of Revenue with the completed
 DR-487, Certification of Compliance, within 30 days of the final hearing.

**MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE
INSTRUCTIONS**

DR-420MM
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM.

- 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 shows the maximum millages and taxes levied based on your adoption vote. Each taxing authority must complete, sign, and submit this form to the Department of Revenue with their completed DR-487, *Certification of Compliance*, within 30 days of their final hearing.

Taxing authorities must also submit DR-487V, *Vote Record for Final Adoption of Millage Levy*. This form certifies to the Department of Revenue the vote on the resolution or ordinance stating the millage rate adopted at the final hearing.

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 adopted 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 adopted millage rate. For a millage requiring more than a majority vote, the adopted millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



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 :
	Electronically Certified by Taxing Authority		7/22/2022 1:17 PM
	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.


[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)

SIGN HERE	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Electronically Certified By Taxing Authority		7/22/2022 1:17 PM	
	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.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Administration

ITEM #12: Ordinance No. 2022-11- Adopt FY 2022-2023 Budget (*SECOND READING/FINAL PUBLIC HEARING*)

SUMMARY: Under the Village Charter and state law, the proposed ordinance establishes a balanced annual budget for the Village of Palm Springs for \$79,764,061 for the Fiscal Year (FY) beginning October 1, 2022, and ending September 30, 2023. The proposed budget includes the following funds:

General Fund	\$ 32,758,044
American Rescue Plan Fund	\$ 7,340,000
Palm Springs CRA	\$ 2,453,462
Debt Service Fund	\$ 426,055
Water and Sewer Enterprise Fund	\$ 31,364,602
Stormwater Enterprise Fund	\$ 5,421,898
Total	\$ 79,764,061

The Village Council held a budget workshop on July 21, 2022, to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes the budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function. The budget summary was advertised in the Palm Beach Post on September 18, 2022, and posted on the Village's website – www.vpsfl.org – under state law. The complete budget is available in the Office of the Village Clerk for review.

Ordinance No. 2022-11, the proposed FY 2023 budget, was approved on the 1st reading on September 8, 2022, during Public Hearings. The ordinance to the Village Council is for consideration on the 2nd and final reading.

FISCAL IMPACT:

The proposed ordinance establishes the operating budget for the General Fund, American Rescue Plan Fund, Palm Springs CRA, Debt Service Fund, Water and Sewer Enterprise Funds and the

Stormwater Enterprise Fund for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

ATTACHMENTS:

1. Ordinance No. 2022-11 FY 2023 Annual Fund Budget
2. FY23 - Budget Summary Advertisement
3. FY 23 Advertisement - Tax Increase

ORDINANCE NO. 2022 - 11

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.241(3), Florida Statutes (1997) requires a municipality to make appropriations for each fiscal year that do not exceed the amount to be received from taxation and other revenue sources; and

WHEREAS, municipalities are required to adopt their budget "by ordinance, unless otherwise specified in the municipality's charter;" and

WHEREAS, all of the TRIM compliance measures have been achieved, including the two required public hearings, and all advertising requirements.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Budget Adopted. The appropriations for the fiscal year beginning October 1, 2022, in amount of \$79,764,061, are further described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 4. Effective Date. This ordinance shall become effective immediately.

Council Member _____ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, on this _____ day of _____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

GLEN TORCIVIA, VILLAGE ATTORNEY

**PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2022 - 2023**

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS
ARE 13.2% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

ESTIMATED REVENUES:	MILLAGE PER \$1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	3.5000	\$5,644,353		\$213,385				\$5,857,738
Voted Debt Service Ad Valorem Tax	0.2639				\$426,055			\$426,055
Sales and Use Taxes		\$2,555,948						\$2,555,948
Utility Service Taxes		\$2,984,989						\$2,984,989
Local Business Taxes		\$413,000						\$413,000
Permits and Fees		\$2,771,920						\$2,771,920
Intergovernmental Revenues		\$4,307,103	\$0					\$4,307,103
Charges for Services		\$3,099,451				\$22,772,639	\$524,966	\$26,397,056
Fines and Forfeitures		\$248,000				\$559,710		\$807,710
Miscellaneous Revenues		\$436,316	\$20,000			\$89,596		\$545,912
TOTAL SOURCES		\$22,461,080	\$20,000	\$213,385	\$426,055	\$23,421,945	\$524,966	\$47,067,431
Transfers In		\$2,804,199		\$2,240,077		\$297,036	\$4,896,932	\$10,238,244
Fund Balances/Reserves/Net Assets		\$7,492,765	\$7,320,000	\$0		\$7,645,621		\$22,458,386
TOTAL REVENUES, TRANSFERS & BALANCES		\$32,758,044	\$7,340,000	\$2,453,462	\$426,055	\$31,364,602	\$5,421,898	\$79,764,061
EXPENDITURES/EXPENSES:								
Legislative		\$638,044						\$638,044
Executive		\$978,148						\$978,148
Finance		\$880,010						\$880,010
Legal		\$171,000						\$171,000
Human Resources		\$385,979						\$385,979
Information Technology		\$1,276,120						\$1,276,120
General Government		\$356,663						\$356,663
Planning, Zoning & Building		\$1,500,053						\$1,500,053
Law Enforcement		\$17,268,197						\$17,268,197
Sanitation		\$1,587,355						\$1,587,355
Water and Sewer Utility						\$28,428,593		\$28,428,593
Stormwater Utility							\$5,421,898	\$5,421,898
Public Works		\$3,625,609						\$3,625,609
Community Redevelopment Agency				\$2,453,462				\$2,453,462
Economic Development			\$0					\$0
Library		\$966,607						\$966,607
Parks and Recreation		\$2,805,909						\$2,805,909
Special Events		\$104,965						\$104,965
Debt Service					\$426,055	\$251,150		\$677,205
TOTAL EXPENDITURES/EXPENSES		\$32,544,659	\$0	\$2,453,462	\$426,055	\$28,679,743	\$5,421,898	\$69,525,817
Transfers Out		\$213,385	\$7,340,000	\$0		\$2,684,859		\$10,238,244
Fund Balances/Reserves/Net Assets		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		\$32,758,044	\$7,340,000	\$2,453,462	\$426,055	\$31,364,602	\$5,421,898	\$79,764,061

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

**NOTICE OF
PROPOSED TAX INCREASE**

The Village of Palm Springs has tentatively adopted a measure to increase its property tax levy.

Last year’s property tax levy:

- A. Initially proposed
tax levy.....\$ 5,198,114
- B. Less tax reductions due
to Value Adjustment
Board and other
assessment changes.....\$ 4,141
- C. Actual property
tax levy.....\$ 5,193,973

This year’s proposed
tax levy.....\$ 5,874,326

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 22, 2022
6:30 p.m.
at
Village of Palm Springs Council Chambers
226 Cypress Lane
Palm Springs, FL 33461

A FINAL DECISION on the proposed tax increase and the budget for Fiscal Year 2022-2023 will be made at this hearing.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 22, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM Resolution No. 2022-43 - Final Plat - Boatman Hammock - 4445 Boatman Street and a
#13: Vacant Lot on Todd Street

SUMMARY: Mr. David Milledge, agent for WPB Partners LLC, the Applicant, has filed a final 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 final plat is consistent with the preliminary plat approved by the Village Council (Resolution No. 2022-21 - July 21, 2022).

If approved, the final plat will be recorded in the public records of Palm Beach County before any sales of townhouse lots.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed plat.

ATTACHMENTS:

1. Resolution No. 2022-43 - Final Plat - 4445 Boatman Street and a vacant lot at Todd Street - WPB Partners LLC
2. Proposed Final Plat - Boatman Hammock
3. Letter of Compliance with Florida Statutes - Boatman Hammock
4. Approved Site Plan
5. Aerial and Location Maps

Resolution No. 2022-43 – WPB Partners LLC – 4445 Boatman Street and a vacant lot at Todd Street

RESOLUTION NO. 2022-43

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING A FINAL 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, David Milledge, agent for WPB Partners LLC (“Applicant”), has filed a final plat application to subdivide the multifamily parcel of land located on two (2) unified parcels at 4445 Boatman Street and a vacant lot at Todd Street; and

WHEREAS, the proposed plat complies with all Platting Regulations set forth in Chapter 177, Florida Statutes; and

WHEREAS, prior to final plat approval, a Declaration of Easements, Covenants and Restrictions document shall be provided to the Village for review and approval, which will address responsibilities for each parcel owner in terms of access, utilities, parking, maintenance, and drainage.

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 September 22, 2022, having been otherwise fully apprised of the premises herein, and having determined that the final plat conforms to the applicable requirements of Chapter 34 of the Village Code; hereby approves the final plat, which is incorporated herein by reference.

Resolution No. 2022-43 – WPB Partners LLC – 4445 Boatman Street and a vacant lot at Todd Street

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

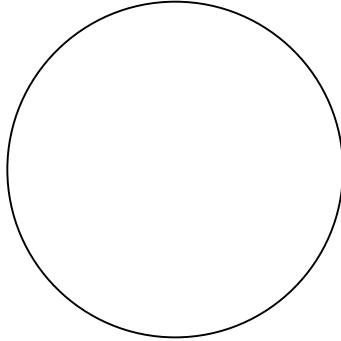
SURVEYOR

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.

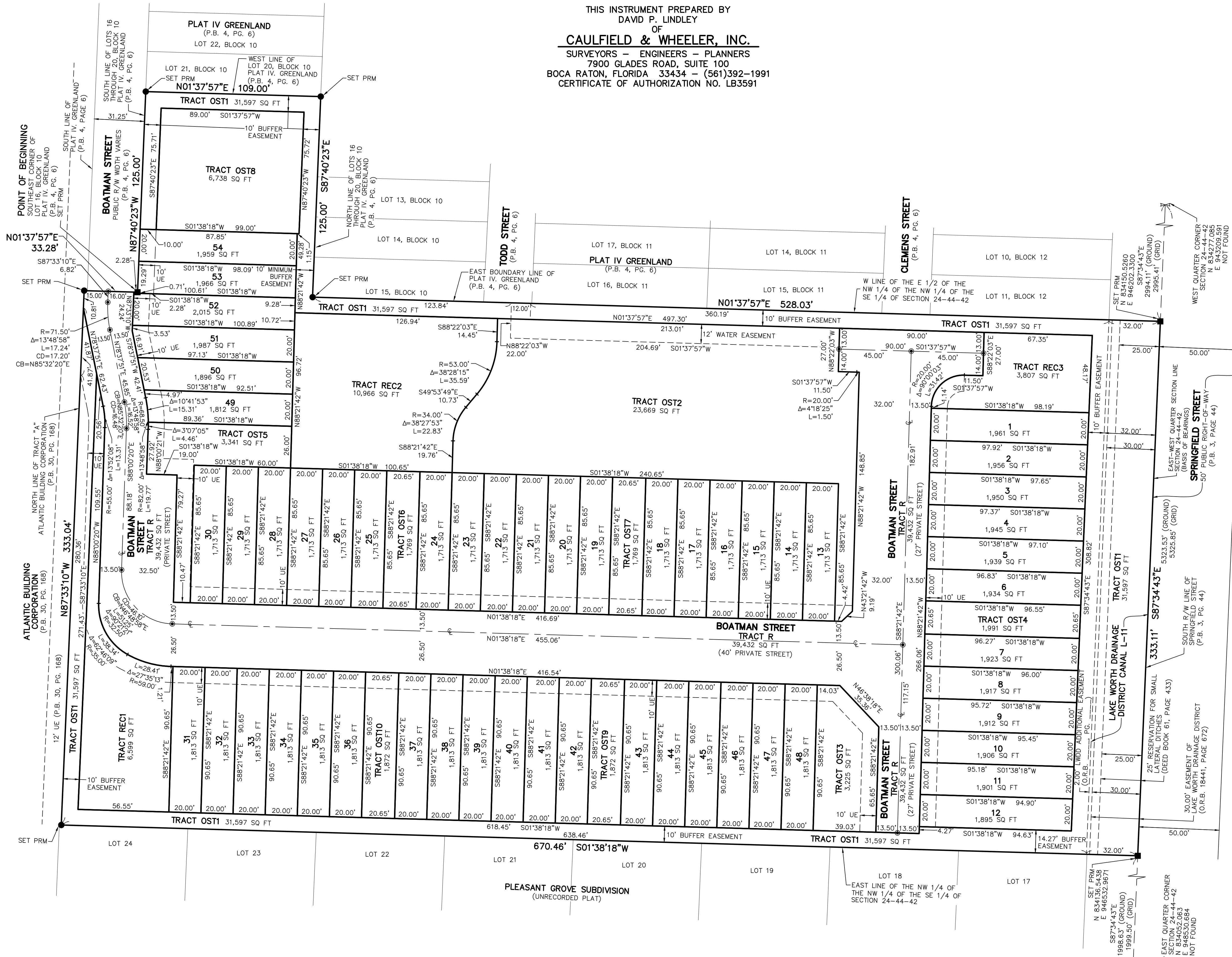
DATED: _____

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



August 29, 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
Third Plat Review
Engenuity Group Project No. 6001.04.28**

Dear Ms. Cabrera,

This is the third review of this Plat. This review is done for compliance with Chapter 177, Florida Statutes, and the Village of Palm Spring's requirements. We offer the following comments:

The mylar has been reviewed, signed and sealed by the reviewing surveyor. We can now recommend that the Village of Palm Springs approve the Plat for recording.

Please do not hesitate to call us should you need any further assistance.

Sincerely,



Gary M. Rayman, P.S.M.
Project Manager

August 26, 2022

To: Iramis Cabrera, VPS Planning, Zoning & Building Director

From: Tara Bamber, PE 

**Re: Boatman Hammock Townhomes
Final Plat Approval Letter
Engenuity Group Project No. 6001.114**

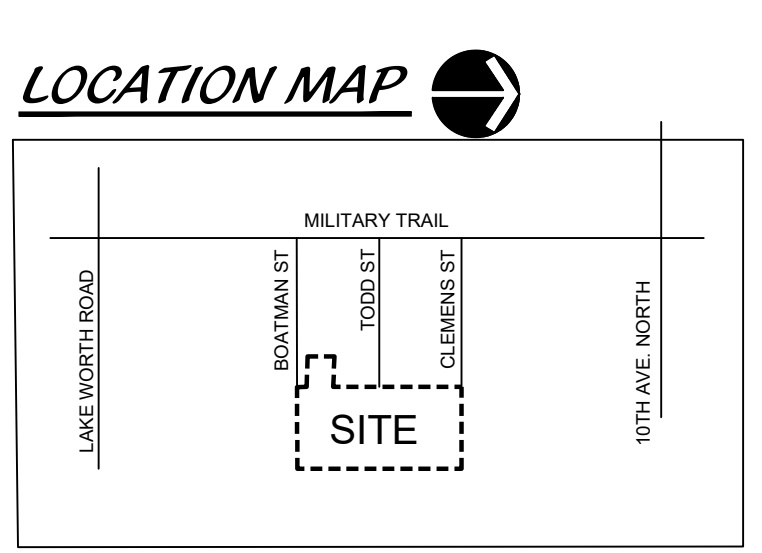
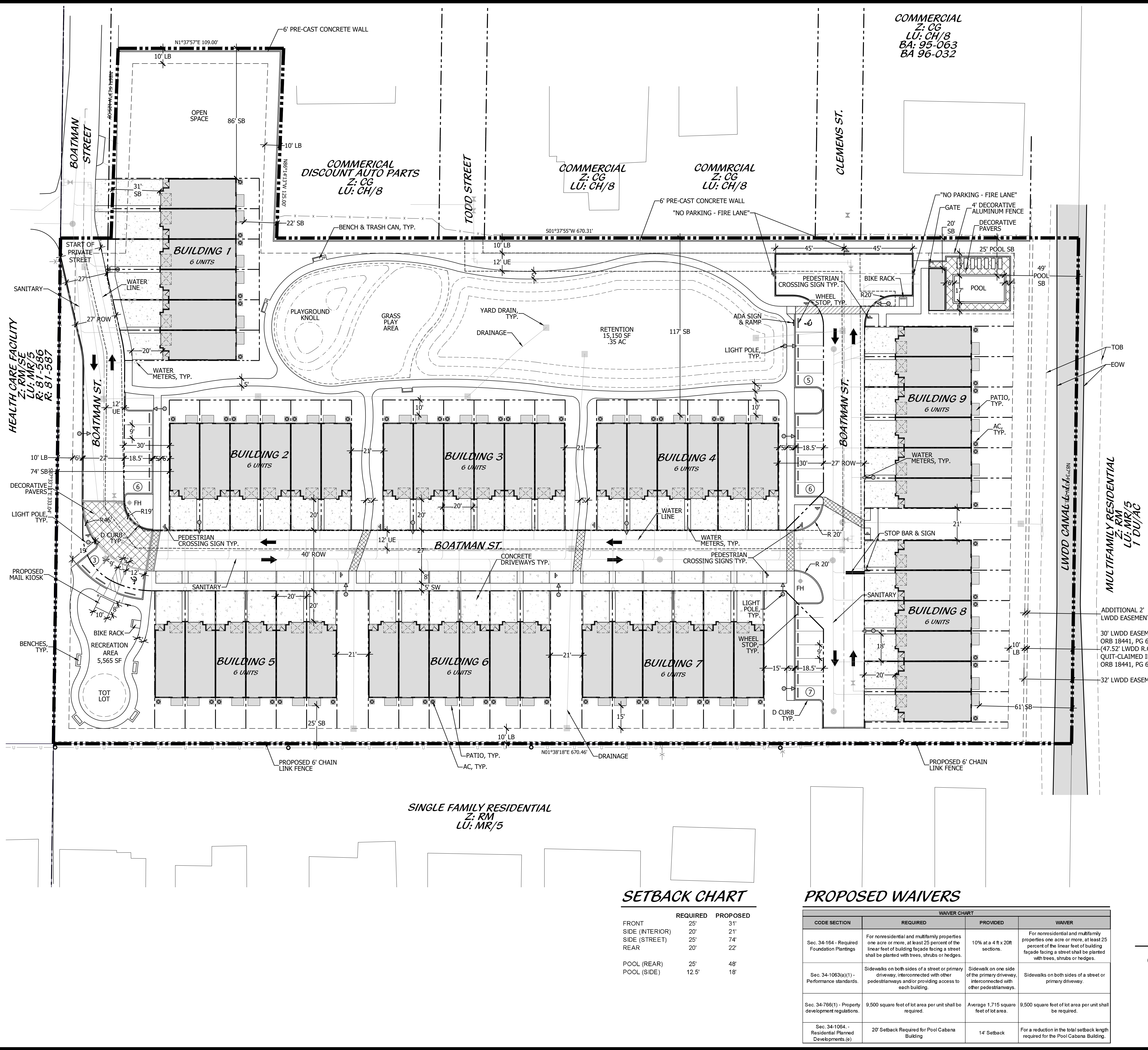
We have received the following through email on 8-23-22:

1. Plat Mylar, 2 sheets, by Caulfield & Wheeler, Inc.

The final Plat/Mylar is approved based on the previously approved Plat. Mylar has been sealed and returned to the Village.

If you should have any questions, please give me a call at 561-655-1151.

**Cc: Rogelio Perez
Lisa Tropepe, PE**



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	

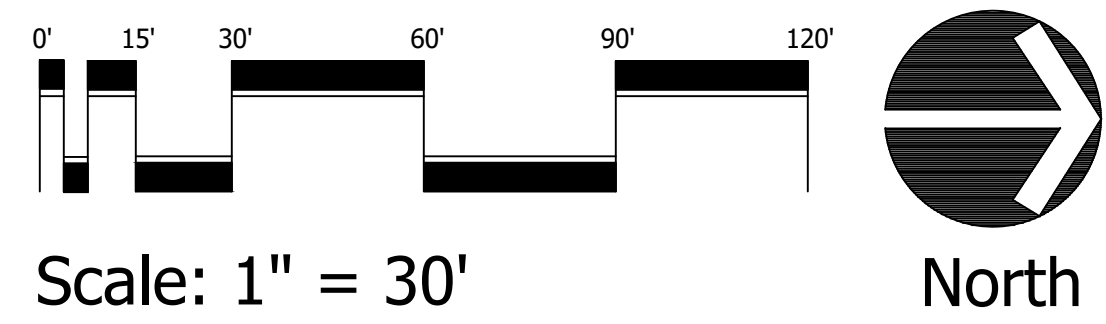
SETBACK CHART

	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 20ft 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

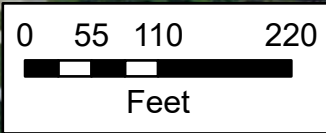
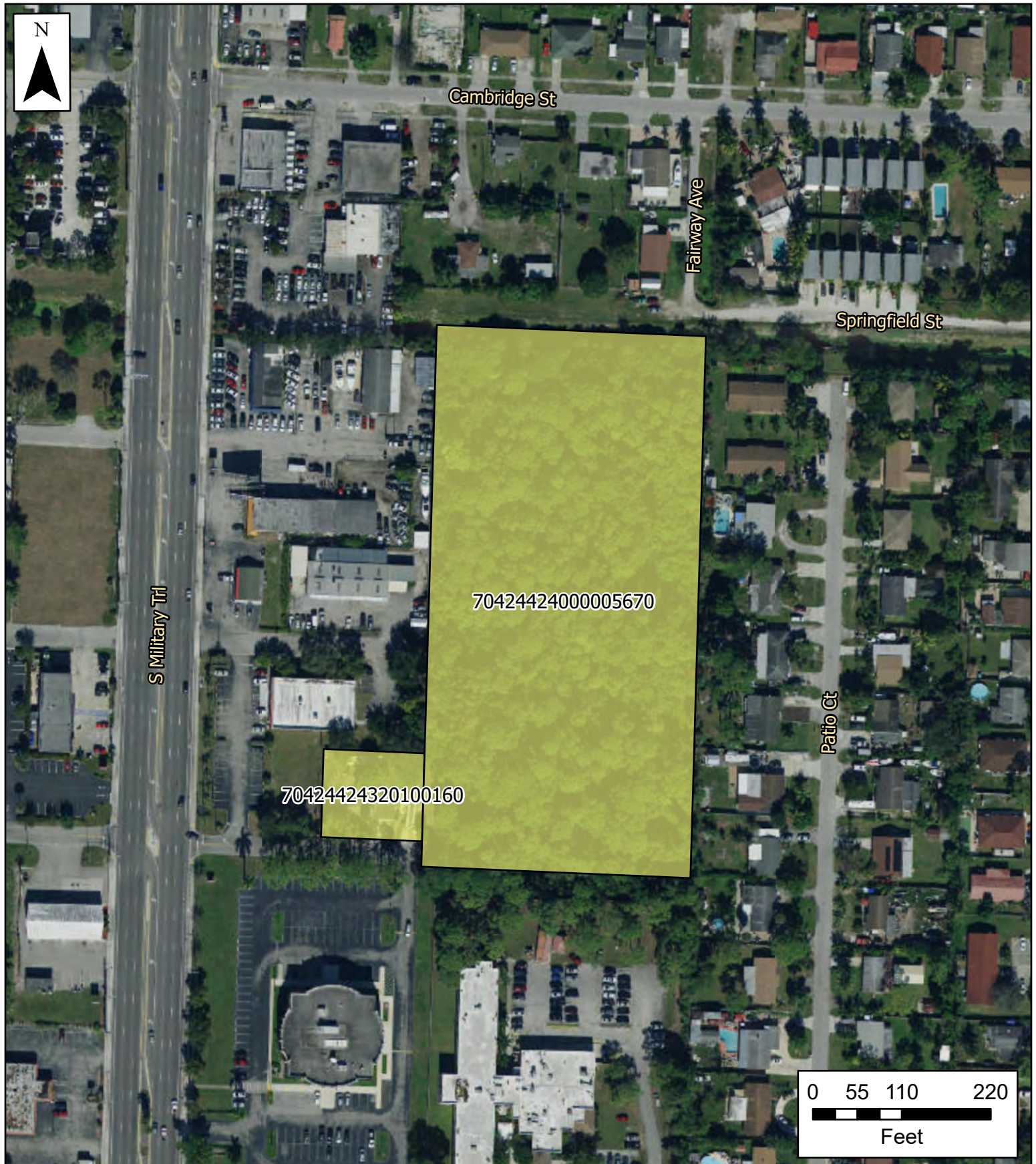
Palm Springs, Florida

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.



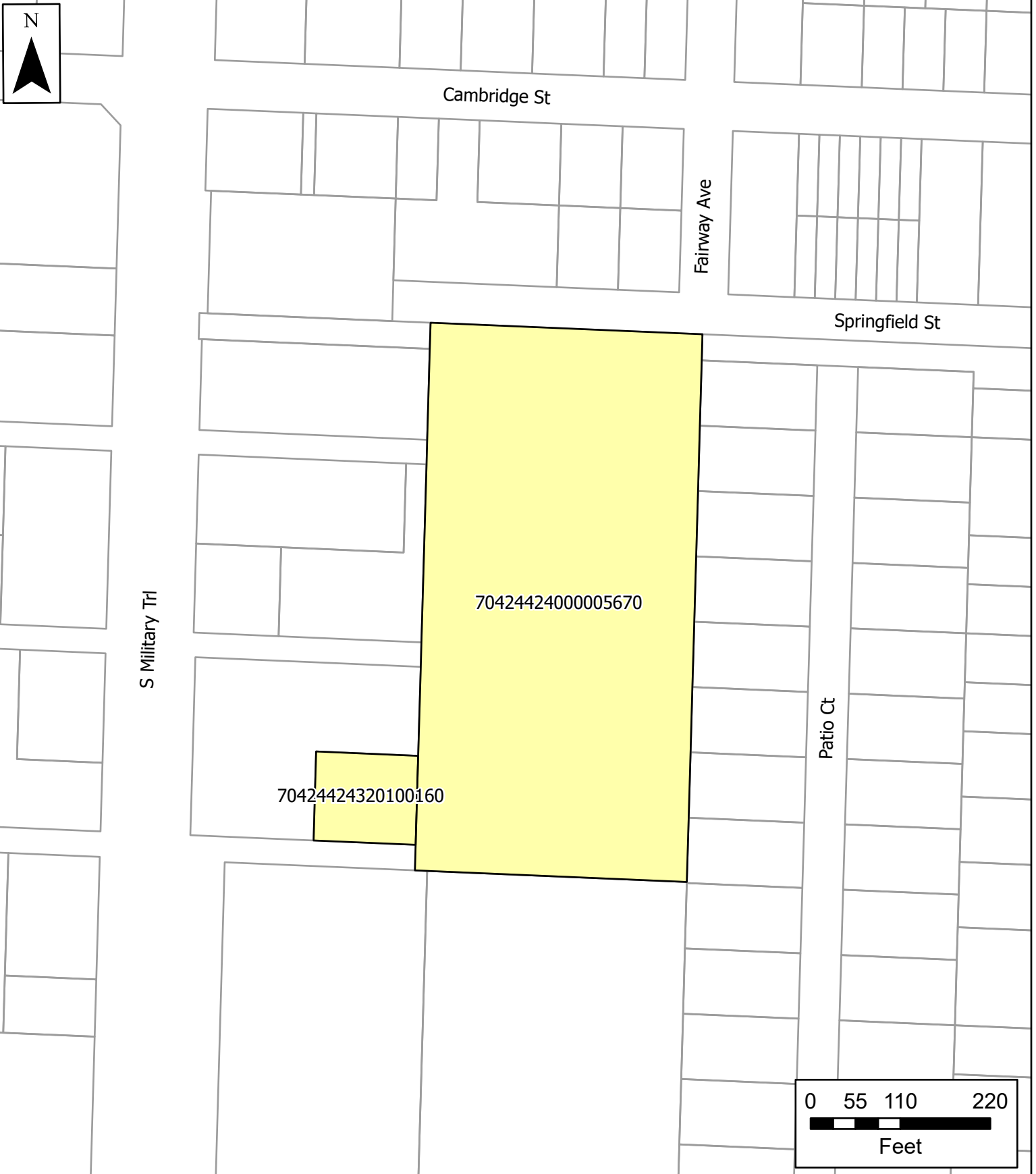
Village of Palm Springs

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

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

-  Parcels
-  Property Boundary

Data Source: Parcels provided by Palm Beach County