



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
NOVEMBER 10, 2022
6:30 PM**

COUNCIL

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

ADMINISTRATION

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

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. **First Amendment to the Agreement for Professional Services - Federal Terms & Conditions - Chen Moore & Associates, Inc.:** Motion to approve First

Amendment to the Agreement for Professional Services with Chen Moore & Associates, Inc., to add terms and conditions required when federal funds are being expended on a project. There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

Staff: Walter Sanchez, Project Manager

2. **First Amendment to the Agreement for Professional Services - Federal Terms & Conditions - RJ Behar & Company, Inc.:** Motion to approve a First Amendment to the Professional Services Agreement with RJ Behar & Company, Inc. to add terms and conditions required when federal funds like the American Rescue Plan Act (ARPA) are being expended on a project. There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

Staff: Walter Sanchez, Project Manager

3. **First Amendment to the Construction Services Agreement - Federal Terms & Conditions - Hinterland Group, Inc.:** Motion to approve a First Amendment to the Construction Services Agreement with Hinterland Group to add federal terms and conditions to the agreement as required if and when federal funds are used. Hinterland Group, Inc. uses American Rescue Plans Act Funds for the Gulfstream Road Stormwater Improvement project (Task Order 277). The First Amendment to the Construction Services Agreement does not have a fiscal impact on the Village. This request has no fiscal impact on the Village.

Staff: Walter Sanchez, Project Manager

4. **First Amendment to the Agreement for Professional Services - Federal Terms & Conditions - Craven Thompson & Associates, Inc.:** Motion to approve a First Amendment to the Agreement for Professional Services with Craven Thompson & Associates, Inc., to add terms and conditions required when federal funds such as the American Rescue Plan Act (ARPA) are being expended on a project. There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

Staff: Walter Sanchez, Project Manager

5. **First Amendment to the Agreement for Professional Services - Federal Terms & Conditions - DRMP, Inc.:** Motion to approve a First Amendment to Agreement for Professional Services with DRMP, Inc. to add terms and conditions required when federal funds are being expended on a project. DRMP, Inc. has been authorized to provide engineering design services for the Lakewood Road West of Kirk Stormwater Improvements project - Task Order 293 - funded with American Rescue Plan Act (ARPA) dollars. There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

Staff: Walter Sanchez, Project Manager

6. **Second Amendment to a Professional Services Agreement - Federal Terms &**

Conditions - Eckler Engineering: A motion to approve an amendment to Eckler Engineering's Professional Services Agreement containing additional terms and conditions requiring the expenditure of federal funds. This request does not have a fiscal impact on the Village; however, the vendor needs permits from the Village for federally funded projects.

Staff: Kimberly Glas-Castro, Assistant Village Manager

7. **Second Amendment to the Agreement for Professional Services - Federal Terms & Conditions - Wantman Group, Inc.:** Approval of a Second Amendment to Agreement for Professional Services with Wantman Group, Inc., to add terms and conditions required when federal funds are being expended on a project. This request does not have a fiscal impact on the Village.

Staff: Walter Sanchez, Project Manager

8. **Second Amendment to a Professional Services Agreement - Federal Terms & Conditions - Holtz Consulting Engineers, Inc.:** Motion to approve a Second Amendment to the Agreement for Professional Services with Holtz Consulting Engineers to add terms and conditions required when federal funds are being expended on a project. The proposed request does not have a fiscal impact on the Village; however, it allows the Village to use this vendor for federally funded projects.

Staff: Kimberly Glas-Castro, Assistant Village Manager

9. **Fourth Amendment to the Agreement for Professional Services - Federal Terms & Conditions and Time Extension - Engenuity Group, Inc.:** Motion to approve a Fourth Amendment to the Agreement for Professional Services with Engenuity Group, Inc., to include federal terms and conditions required when ARPA funds are used or expended on a project. In addition, it extends the agreement to an additional final one (1) year term that expires on March 11, 2024. Engenuity Group provides engineering design and construction oversight services for the Lakewood Road (East) Stormwater Project - Task Order 249. The request does not have a fiscal impact on the Village.

Staff: Kimberly Glas-Castro, Assistant Village Manager

10. **Fourth Amendment to the Agreement for Professional Services - Federal Terms & Conditions and Time Extension - Keshavarz & Associates, Inc.:** Motion to approve a Fourth Amendment to the Agreement for Professional Services with Keshavarz & Associates, Inc., to provide general engineering design and construction oversight services for the Village for the Lake Worth Road Stormwater Project - Task Order 298 . The Fourth Amendment to the Agreement for Professional Services will include federal terms and conditions required when ARPA funds are used or expended on a project. In addition, it extends the agreement for an additional and final one (1) year term that expires on March 11, 2024. The request does not have a fiscal impact on the Village.

Staff: Kimberly Glas-Castro, Assistant Village Manager

11. **Equipment Purchase and Installation – Piggyback (Broward County Sheriff's Office Contract RFP No. 18006AG – Emergency Equipment for Law Enforcement Vehicles – May 8, 2018) - Police Department (FY 2023 Budget Funded) - Strobes R Us:** Authorize the Police Department to piggyback the Broward County Sheriff's Office Contract that was completed through a competitive selection process (RFP No. 18006AG – Emergency Equipment for Law Enforcement Vehicles – May 8, 2018) to purchase emergency equipment for eight (8) law enforcement vehicles (five marked police vehicles and three unmarked), along with the associated graphics in the amount of \$65,268.48 from Strobes-R-Us. Funds to support this proposed purchase are available within the FY 2023 Approved Budget - Vehicles - General Fund.
Staff: Tom Ceccarelli, Police Chief
12. **Change Order No. 1 - SCADA System Upgrades Main Water Treatment Plant (Task Order No. 227) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Eckler Engineering, Inc.:** Approve Change Order No. 1 - SCADA System Upgrades Main Water Treatment Plant (Task Order No. 227) with Eckler Engineering, Inc. for \$40,160.46 for additional professional engineering services (i.e., design and construction services) related to the proposed SCADA system upgrades at the Main Water Treatment Plant. Funding to support SCADA System Upgrades Main Water Treatment Plant (Task Order No. 227) is provided by the Utilities - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
13. **Change Order No. 1 - Gulfstream Road Stormwater Improvements Project (Task Order No. 277) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund) - Hinterland Group:** Approve a Change Order No. 1 (Task Order No. 277) with Hinterland Group Inc. to extend the Gulfstream Road Stormwater (Task Order No. 277). Improvements project completion date by sixty-seven (67) calendar days (contract time from 150 days to 217 days). There is an anticipated completion date of 2023 for Gulfstream Road Stormwater Improvements (Task Order No. 277). Funding is available from the Stormwater Enterprise Fund FY 2023 Budget Fund.
Staff: Paul Ward, Assistant Director of Utilities
14. **Equipment Purchase - Cooperative Purchase - Utilities Department (FY 2023 Budget Funded):** Approve a Cooperative Agreement with the Sheriff's Association & Florida Association of Counties Office that was completed through a competitive selection process (FSA20-EQU 18.0 – Heavy Equipment – April 22, 2020) to purchase two (2) portable Dri-Prime pumps for \$90,000 from Xylem. Funds to support this proposed purchase are available within the FY 2023 Approved Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities

15. **Resolution 2022-46 - Approve Amendment 2 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2023:** Approve Resolution No. 2022-46; Amendment No. 2 to the Interlocal Agreement with Palm Beach County provides a revised project scope that the pathway will run from Davis Road west to Kirk Road, to extend the project completion date to May 2023, and expenditure requirements. There is no fiscal impact on this Amendment request.
Staff: Justin Lucas, Director of Parks & Recreation
16. **Agreement for Foreclosure and Code Enforcement Legal Services - (FY 2023 - General Fund Budget - Legal) - Goren, Cherof, Doody & Ezrol, P.A. - Brian Sherman:** Motion to approve an Agreement with Goren, Cherof, Doody & Ezrol, P.A., a law firm in the amount of \$250 per hour for foreclosure and code enforcement legal services and establishes a two (2) year term, and may be extended upon written agreement. Funding to support these specialized legal services is available within the FY 2023 General Fund Budget - Legal.
Staff: Michael Bornstein, Village Manager
17. **Resolution No. 2022-47 - Utilities Interlocal Agreement for the Sale of Water - Town of Lake Clarke Shores:** Approve Resolution No. 2022-47; an Interlocal Agreement with the Town of Lake Clarke Shores for the Village to provide the bulk sale of water.
Staff: Paul Ward, Assistant Director of Utilities
18. **Vehicle Purchases - Cooperative Purchases - Utilities Department (FY 2023 Budget Funded):** Approve the purchase of one (1) Ford F-250 3/4 ton truck with a utility bed and one (1) Ford F-550 crane truck for the Utilities Department utilizing the Florida Sheriff's Association (Bid FSA22-VEH 20.0 - October 1, 2022) for \$209,741. Funds to support this proposed vehicle purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
19. **Purchase Eight (8) Vehicles for the Police Department - Piggyback Agreement (FSA #22-VEH30.0)- Police Department - FY 2023 Budget Funded:** Authorize the Police Department to enter a Piggyback Agreement with The Sheriffs' Association & Florida Association of Counties contract was completed through a competitive selection process – Police Rated, Administrative, Utility Vehicles, Trucks & Vans (Bid #FSA22-VEH30.0 – October 1, 2022) that was completed through a competitive selection process to purchase five (5) - 2023 Chevrolet Tahoe 1500 marked vehicles for \$193,310 (\$38,662 per vehicle) and three (3) unmarked Chevrolet Malibus for \$59,268 (\$19,756 per vehicle) from Garber Chevrolet. The remaining budgeted funds will be used to outfit the vehicles with emergency equipment and striping as needed. Funds to support this proposed purchase are available within the FY 2023 Approved Budget - Vehicles - General Fund.

Staff: Tom Ceccarelli, Police Chief

20. **Temporary Use Permit - Sales Center - Boatman Hammock - Assemblage of the Properties 4445 Boatman Street and Vacant Lot on Todd Street:** Approve a Temporary Use Permit with K. Hovnanian Aspire at Boatman Hammock LLC applicant is requesting that a 1,956 square foot townhome be used as a model/sales center; the unit will be a "dry model," providing temporary parking located in the front of a unit and adjacent thereto with a concrete sidewalk. Once the sales are completed for the community or the two years are reached, the temporary parking area and the sidewalk will be removed, and the area will be sodded and restored accordingly with the approved site plan Staff recommends approval of the proposed two (2) year Temporary Use permit to support a temporary sales office until a model unit is built to serve as Boatman's sales office
Temporary Use Permit - Sales Center - Fontana Townhomes - 3674 San Bernardino Way (formerly 4090 Coconut Road & 4063 Davis Road)

Staff: Iramis Cabrera, PZB Director

21. **Land Planning and Zoning Consultant Services Contract - Request for Proposal (RFP No. 2022R-004) - Planning, Zoning, and Building Department- FY 2023 Budget General Fund - PZB:** Motion to approve staff's recommendation of the Land Planning and Zoning Consultant (RFP No. 2022R-004 - Vision Comprehensive Plan and LDR Revised) and authorize staff to negotiate with Bonnie C. Landry & Associates an agreement for the Village Vision, Comprehensive Plan, and Land Development Regulation (LDR) Revisions. Under Section 58-5 of the Purchasing Code, the Village used the Competitive Selection Purchase Requirement. Funding to support the proposed services is available within the FY 2023 Budget - General Fund - PZB.

Staff: Iramis Cabrera, PZB Director

22. **Vehicle Purchase - Cooperative Agreement - Public Works Department (FY 2023 Budget Funded):** Approve the purchase of two (2) Ford F-250 3/4 ton trucks with a utility bed for the Public Works Department Cooperative Agreement with the Florida Sheriff's Association (Bid FSA22-VEL 30.0 - October 1, 2022) for \$117,328.00. Funds to support these proposed vehicle purchases are available within the FY 2023 Budget - Public Works Machinery & Equipment.

Staff: Timothy Crespo, Public Works Superintendent

23. **Building Plans Review and Inspection Services Agreement - Piggyback Agreement - Term Extension - C.A.P. Government, Inc.:** Approve a Piggyback Agreement with the Town of Jupiter originally completed through a competitive selection process - Building Inspection, Plan Review, and Permit Technician Services (RFP BLD001-2019/LC - May 16, 2019) for Building Inspection/Plan Review for an initial term that expires July 30, 2024 with two twelve-month renewal options. Funds to support this proposed Agreement are available with the FY 2023 Budget - General Fund.

Staff: Iramis Cabrera, PZB Director

24. **Vehicle Purchase - Cooperative Agreement - Public Works Department (FY 2023 Budget Funded):** Approve a vehicle purchase from Sourcwell awarded to various vendors (including Altec Industries, Inc.) through a competitive selection process (Solicitation Number: RFP No. 110421 - January 12, 2022) for \$179,727.00 for a 60-ft bucket truck for the Public Works Department. Funds to support vehicle purchase are available within the FY 2023 Budget - Public Works Machinery & Equipment.

Staff: Timothy Crespo, Public Works Superintendent

25. **Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Reopener Amendments (TA):** Motion to approve the SEIU Agreement - Reopener Amendments (TA) contingent upon the union passing the vote on November 14, 2022. The Agreement will provide a 5% Across the Board increase effective as of October 1, 2022, and a 1% increase effective April 1, 2023. There will be no merit increase for FY23. The contract will be retroactive to October 1, 2022. The impacts related to the proposed salary increases are within the approved FY 2023 Budget - General Fund. **(UPDATED INFORMATION)**

Staff: Ashley Saingilus, Human Resources Director

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

26. **World Aids Day - December 1, 2022 - Proclamation**

Staff: Kimberly Wynn, Village Clerk

PUBLIC COMMENT (Three minute limit)

REGULAR AGENDA

PUBLIC HEARINGS

27. **(Quasi-Judicial Hearing) Resolution No. 2022-45 Special Exception Use (PSSE22-08) and Site Development Plan Amendment (SPR22-15) - Extraordinary Kids Foundation:** Motion to approve Resolution No. 2022-45; an application submitted by Madean Gilzene, agent for the tenant, Extraordinary Kids Foundation ("Applicant"), for a Special Exception Use (PSSE22-08) and Site Plan Amendment (SPR22-15) approval, to allow the conversion of 5,495 square feet of retail-office space into a child care facility located on a 4.25-acre parcel that is located at 4218-4220 Lake Worth Road.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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28. **(First Reading/Quasi-Judicial Hearing) Ordinance No. 2022-12 - Land Use Amendment and Rezoning (Small-Scale) - Oxygen Development:** Motion to Approve Ordinance No. 2022-12; to amend the land use and zoning designations for 17.74 acres (comprised of eleven parcels) to facilitate an industrial development project that is a proposed small-scale land use change from a Commercial and Medium Density Residential to Light Industrial, concurrent with Rezoning from Commercial General (CG) and Residential Multiple-Family (RM) to Light Industrial (LI) planned for a mix of manufacturing and warehouse use located west of Congress Avenue and North of Forest Hill Boulevard at the Oxygen Development.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, DECEMBER 8, 2022 AT 6:30 PM
(IMMEDIATELY FOLLOWING THE LPA MEETING)**

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

Name: Ashley Saingilus

Address: 226 Cypress Lane, Palm Springs, FL 33461

Email: asaingilus@vpsfl.org

Phone: (561) 584-8200 Ext. 8419

III. Complaint Procedures:

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

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



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #1: First Amendment to the Agreement for Professional Services - Federal Terms & Conditions
- Chen Moore & Associates, Inc.

SUMMARY: Village Staff requests approval of a First Amendment to Agreement for Professional Services with Chen Moore & Associates, Inc. to add terms and conditions required when federal funds are used.

Chen Moore & Associates, Inc. is authorized to provide engineering design services for the Davis Rd Stormwater Improvements project - Task Order 291 - funded with American Rescue Plan Act (ARPA) dollars. The federal terms and conditions in the proposed Amendment must be included in all agreements/contracts using ARPA funds.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on April 4, 2019, the Village selected eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

The Village Attorney prepared the proposed First Amendment and reviewed it with the Assistant Village Manager and Project Manager.

FISCAL IMPACT:

There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

ATTACHMENTS:

1. Proposed First Amendment to Agreement for Professional Services - Chen Moore & Associates, Inc.
2. Exhibit "A" - ARPA Addendum

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2019R-001)**

WHEREAS, on April 26, 2019, the Village of Palm Springs, Florida entered into an Agreement for Professional Services ("Agreement") with **Chen Moore & Associates, Inc.** ("Consultant"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 ("the RFQ"); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years, through April 26, 2024, with three (3) renewal options for one (1) year each; and

WHEREAS, the parties now desire to amend the Agreement to add certain provisions regarding Public Entity Crimes, Scrutinized Companies, and E-Verify, which became legally required after the Agreement was first executed; and

WHEREAS, the parties also desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA ") funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 1, it is mutually understood and agreed as follows:

I.

Section VI of the Agreement is hereby amended by adding paragraphs W, X and Y, as follows:

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

X. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants

that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant 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 Consultant 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, Consultant 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 Consultant, 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.

Y. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

II.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.

III.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

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

CHEN MOORE & ASSOCIATES, INC.

By: _____
Print Name: Jason McClair

Title: Vice President

[Corporate Seal]

STATE OF FLORIDA _____)
COUNTY OF BROWARD _____)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or [] online
notarization, this _____ this 11 day of October, 2022, by
Jason McClair _____.

(Signature of Notary Public-State of Florida)
Johanna Zona

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



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. **Suspension and Debarment. (applies to all purchases.)**

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting

invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)
(applies only to purchases over \$100,000, when laborers or mechanics are used.)**

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei**

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

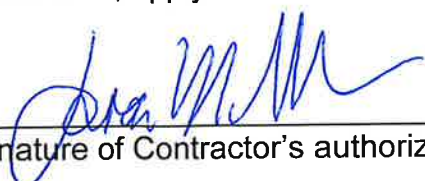
31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official

Date: October 10, 2022

Jason McClair
(Print name of person signing above)

Vice President
(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #2: Approve Professional Services Agreements - First Amendment - Federal Terms & Conditions - RJ Behar & Company, Inc.

SUMMARY: Village Staff is requesting approval of a First Amendment to Agreement for Professional Services with RJ Behar & Company, Inc. to add terms and conditions required when federal funds are being expended on a project.

RJ Behar & Company, Inc. has been authorized as one of the firms to provide engineering design services on future projects eligible to be funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On April 4, 2019, the Village selected eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

The Assistant Village Manager and Project Manager reviewed the proposed First Amendment prepared by the Village Attorney.

FISCAL IMPACT:

There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

ATTACHMENTS:

1. Proposed First Amendment to Agreement for Professional Services - RJ Behar & Company, Inc.
2. Exhibit "A" - ARPA Addendum

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2019R-001)**

WHEREAS, on April 4, 2019, the Village of Palm Springs, Florida entered into an Agreement for Professional Services (“Agreement”) with **RJ Behar & Company, Inc.** (“Consultant”); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida’s Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 (“the RFQ”); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years, through April 4, 2024, with three (3) renewal options for one (1) year each; and

WHEREAS, the parties now desire to amend the Agreement to add certain provisions regarding Public Entity Crimes, Scrutinized Companies, and E-Verify, which became legally required after the Agreement was first executed; and

WHEREAS, the parties also desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA ”) funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 1, it is mutually understood and agreed as follows:

I.

Section VI of the Agreement is hereby amended by adding paragraphs W, X and Y, as follows:

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

X. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants

that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant 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 Consultant 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, Consultant 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 Consultant, 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.

Y. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

II.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.

III.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

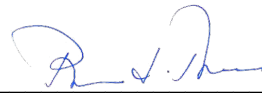
ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

RJ BEHAR & COMPANY, INC.

By: _____


Print Name: Robert J. Behar, P.E.

Title: President

[Corporate Seal]



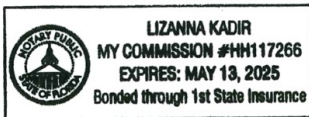
STATE OF Florida)

COUNTY OF Broward)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of October, 2022, by Robert J. Behar.


(Signature of Notary Public-State of Florida)

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



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

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable.** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. **Suspension and Debarment.** (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
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invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

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- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

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- (2) Extend or renew a contract to procure or obtain; or
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equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei**

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. **Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Date: October 7, 2022

Signature of Contractor's authorized official

Robert J. Behar, P.E.

(Print name of person signing above)

President

(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #3: Approve Construction Services Agreement - 1st Amendment - Federal Terms & Conditions - Hinterland Group, Inc.

SUMMARY: Village Staff is requesting approval of a First Amendment to Agreement for Construction Services with Hinterland Group, Inc. to add terms and conditions required when federal funds are being expended on a project.

Hinterland Group, Inc. has been authorized to provide construction services for the Gulfstream Road Stormwater Improvements project - Task Order 277 - which is funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On December 9, 2021, the Village issued an Invitation to Bid (ITB 2022B-004) for the installation of a new drainage pipe along Gulfstream Road between Lake Worth Road and Lakewood Road and between the L-11 Canal and 10th Avenue North. This process was completed by the Village through a competitive selection process - Gulfstream Road Stormwater Improvements (ITB No. 2022B-004 - December 9, 2021).

As a result, on March 10, 2022, the Village awarded a contract to the Hinterland Group, Inc. for stormwater improvements along Gulfstream Road.

The proposed First Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Project Manager.

FISCAL IMPACT:

There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

ATTACHMENTS:

1. Proposed First Amendment to Agreement for Construction Services - Hinterland Group, Inc.
2. Exhibit "A" - ARPA Addendum

**FIRST AMENDMENT TO AGREEMENT BETWEEN OWNER AND
CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)**

WHEREAS, on March 10, 2022 the Village of Palm Springs, Florida entered into an Agreement for Agreement Between Owner And Contractor For Construction Contract (Stipulated Price) ("Agreement") with **Hinterland Group, Inc.** ("Contractor"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with section 287.057, Florida Statutes, ITB No. 2022B-004 ("the ITB"); and

WHEREAS, the parties now desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA ") funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this First Amendment, it is mutually understood and agreed as follows:

I.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Contractor agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.

II.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendment.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

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

HINTERLAND GROUP, INC.

By: _____

Print Name: CHASE ROGERS

Title: PROTECT DIRECTOR

[Corporate Seal]



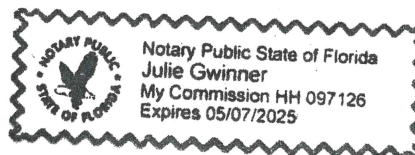
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or [] online
notarization, this 20th this OCT day of OCT, 2022, by
CHASE ROGERS.

Julie Gwinner
(Signature of Notary Public-State of Florida)

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

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____



American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. **Suspension and Debarment.** (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting

invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei**

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. **Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. **Procurement of Recovered Materials:** (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

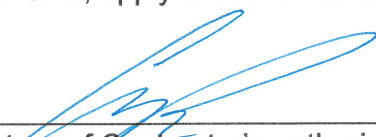
31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official

Date: 10/20/22

CHASE ROGERS

(Print name of person signing above)

PROJECT DIRECTOR

(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #4: First Amendment to the Agreement for Professional Services - Federal Terms & Conditions - Craven Thompson & Associates, Inc.

SUMMARY: Village Staff requests approval of a First Amendment to Agreement for Professional Services with Craven Thompson & Associates, Inc. in order to add terms and conditions required when federal funds are being expended on a project.

Craven Thompson & Associates, Inc. has been authorized to provide engineering design services for the Gulfstream Rd Stormwater Improvements project - Task Order 277 - which is funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on April 4, 2019, the Village selected Eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

The proposed First Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Project Manager.

FISCAL IMPACT:

There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

ATTACHMENTS:

1. Proposed First Amendment to Agreement for Professional Services - Craven Thompson & Associates, Inc.
2. Exhibit "A" - ARPA Addendum

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2019R-001)**

WHEREAS, on April 4, 2019, the Village of Palm Springs, Florida entered into an Agreement for Professional Services (“Agreement”) with **Craven Thompson & Associates, Inc.** (“Consultant”); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida’s Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 (“the RFQ”); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years, through April 4, 2024, with three (3) renewal options for one (1) year each; and

WHEREAS, the parties now desire to amend the Agreement to add certain provisions regarding Public Entity Crimes, Scrutinized Companies, and E-Verify, which became legally required after the Agreement was first executed; and

WHEREAS, the parties also desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA ”) funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 1, it is mutually understood and agreed as follows:

I.

Section VI of the Agreement is hereby amended by adding paragraphs W, X and Y, as follows:

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

X. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies

that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant 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 Consultant 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, Consultant 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 Consultant, 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.

Y. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

II.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.

III.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as

between the parties, except to the extent that they conflict with the foregoing amendments.

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

Craven Thompson & Associates, Inc.

By: _____

Print Name: Patrick J. Gibney, P.E.

Title: Vice President, Engineering

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or []
online notarization, this 19th day of October, 2022, by Patrick J. Gibney, P.E.

Jennifer MacDonald
(Signature of Notary Public-State of Florida)
Jennifer MacDonald
(Print, type, or stamp commissioned name of
Notary public)



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting

invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei**

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official

Date: October 19, 2022

Patrick J. Gibney, P.E.

(Print name of person signing above)

Vice President, Engineering

(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #5: First Amendment to the Agreement for Professional Services - Federal Terms & Conditions - DRMP, Inc.

SUMMARY: Village Staff is requesting approval of a First Amendment to Agreement for Professional Services with DRMP, Inc. in order to add terms and conditions required when federal funds are being expended on a project.

DRMP, Inc. has been authorized to provide engineering design services for the Lakewood Road West of Kirk Stormwater Improvements project - Task Order 293 - which is funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on April 4, 2019, the Village selected eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

The proposed First Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Project Manager.

FISCAL IMPACT:

There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

ATTACHMENTS:

1. Proposed First Amendment to Agreement for Professional Services - DRMP, Inc.
2. Exhibit "A" - ARPA Addendum

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2019R-001)**

WHEREAS, on April 4, 2019, the Village of Palm Springs, Florida entered into an Agreement for Professional Services (“Agreement”) with **DRMP, Inc.** (“Consultant”); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida’s Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 (“the RFQ”); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years, through April 4, 2024, with three (3) renewal options for one (1) year each; and

WHEREAS, the parties now desire to amend the Agreement to add certain provisions regarding Public Entity Crimes, Scrutinized Companies, and E-Verify, which became legally required after the Agreement was first executed; and

WHEREAS, the parties also desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA ”) funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 1, it is mutually understood and agreed as follows:

I.

Section VI of the Agreement is hereby amended by adding paragraphs W, X and Y, as follows:

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

X. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants

that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant 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 Consultant 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, Consultant 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 Consultant, 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.

Y. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

II.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.

III.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

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

DRMP, INC.

By: _____

Print Name: Adam Maze

Title: SE Florida Office Manager

[Corporate Seal]



STATE OF Florida)
COUNTY OF Orange)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 14th day of October, 2022, by

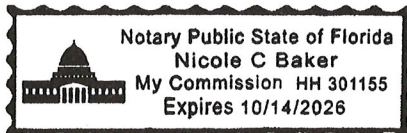
Adam Maze

Nicole C. Baker

(Signature of Notary Public-State of Florida)

Nicole C. Baker

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



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting

invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei**

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

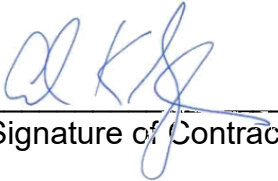
31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official

Date: 10/14/2022

Adam Maze, P.E.

(Print name of person signing above)

SE Florida Office Leader

(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #6: Approve Professional Services Agreements - 2nd Amendment - Federal Terms & Conditions - Eckler Engineering

SUMMARY: Village Staff requests approval of a Second Amendment to the Agreement for Professional Services with Eckler Engineering in order to add terms and conditions required when federal funds are being expended on a project.

Eckler Engineering has been authorized to provide engineering design/construction oversight services for the Congress Avenue Sanitary Sewer Project - Task Order 305 - funded with American Rescue Plan Act (ARPA) dollars. Every agreement and contract must include federal terms and conditions when ARPA funds are utilized.

Note: On March 15, 2018, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2018R-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On June 14, 2018, the Village selected three (3) firms to provide design and construction management services for water and wastewater:

- Eckler Engineering, Inc.
- Holtz Consulting Engineers
- Kimley-Horn & Associates

On December 13, 2018, the First Amendment to each Professional Services Agreement was approved to include standard indemnification language.

The initial five-year term will expire in September 2023, and each agreement will be eligible for three (3) one-year renewals.

The Village Attorney prepared the proposed Second Amendment and reviewed it with the Assistant Village Manager and Project Manager.

FISCAL IMPACT:

The proposed request does not have a fiscal impact on the Village. Permits the Village to utilize this vendor for federally funded projects.

ATTACHMENTS:

1. Proposed Second Amendment to Agreement for Professional Services - Eckler Engineering
2. Exhibit "A" - ARPA Addendum

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2018-R-002)**

WHEREAS, on September 13, 2018, the Village of Palm Springs, Florida entered into an Agreement for Professional Services ("Agreement") with **Eckler Engineering, Inc.** ("Consultant"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No. 2018R-002 ("the RFQ"); and

WHEREAS, the Agreement provides for an initial term of five (5) years with three (3) renewal options for one (1) year each; and

WHEREAS, on December 13, 2018, the parties entered into their first Amendment to Professional Services Agreement in order to modify the indemnification language provided in the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Second Amendment, it is mutually understood and agreed as follows:

I.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.

II.

All remaining terms and provisions set forth in the Agreement, as amended by the first Amendment thereto, remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

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

ECKLER ENGINEERING, INC.

By: *Douglas K. Hammann*

Print Name: Douglas K. Hammann, P.E.

Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Broward)



Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or [] online notarization, this 3rd this October day of October, 2022, by Douglas K. Hammann.

Janice Benitez
(Signature of Notary Public-State of Florida)

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

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

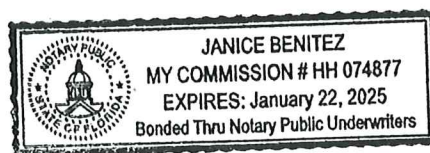


Exhibit "A"

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the Village's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)**

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology

as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. **Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. **Procurement of Recovered Materials: (applies only if the work involves the use of materials)** (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole

or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Date: October 3, 2022

Signature of Contractor's authorized official

Douglas K. Hammann, P.E.

(Print name of person signing above)

President

(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #7: Second Amendment to the Agreement for Professional Services - Federal Terms & Conditions - Wantman Group, Inc.

SUMMARY: Village Staff requests approval of the Second Amendment to the Agreement for Professional Services with Wantman Group, Inc. to include federal funding conditions. .

Wantman Group, Inc. has been authorized as one of the firms to provide engineering design services on future projects eligible to be funded with American Rescue Plan Act (ARPA) dollars. All agreements/contracts for which ARPA funds will be utilized must include the federal terms and conditions presented in the proposed Amendment.

Note: On September 27, 2018, the Village issued a Request for Qualifications (RFQ) for General Consulting Services - Continuing Contracts Services (RFQ 2019R-001) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on April 4, 2019, the Village selected eight (8) firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans:

- Chen Moore & Associates, Inc.
- Corradino Group, Inc.
- Craven Thompson & Associates, Inc.
- DRMP, Inc.
- Erdman Anthony of Florida, Inc.
- RJ Behar & Company, Inc.
- Simmons & White, Inc.
- Wantman Group, Inc.

The initial five-year term will expire in April 2024, and each agreement will be eligible for three (3) one-year renewals.

On July 25, 2019, Wantman Group approved an amendment to its Professional Services Agreement, adding a Senior GIS Analyst to the rate schedule and modifying the position description.

The Assistant Village Manager and Project Manager reviewed the proposed Second Amendment prepared by the Village Attorney.

FISCAL IMPACT:

There is no fiscal impact. The language in this amendment is required for the Village to utilize federal funding.

ATTACHMENTS:

1. Proposed Second Amendment to Agreement for Professional Services - Wantman Group, Inc.
2. Exhibit "A" - ARPA Addendum

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2019R-001)**

WHEREAS, on April 4, 2019, the Village of Palm Springs, Florida entered into an Agreement for Professional Services ("Agreement") with **Wantman Group, Inc.** ("Consultant"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 ("the RFQ"); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years, through April 4, 2024, with three (3) renewal options for one (1) year each; and

WHEREAS, on July 25, 2019, the parties entered into the First Amendment to Professional Services Agreement to add a Senior GIS analyst to the position description and rate schedule and modify the description of the GIS Analyst position; and

WHEREAS, the parties now desire to amend the Agreement to add certain provisions regarding Public Entity Crimes, Scrutinized Companies, and E-Verify, which became legally required after the Agreement was first executed; and

WHEREAS, the parties also desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA ") funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by the First Amendment and this Second Amendment, it is mutually understood and agreed as follows:

I.

Section VI of the Agreement is hereby amended by adding paragraphs W, X and Y, as follows:

- W. Public Entity Crimes. Consultant acknowledges and agrees that a person or affiliate who has been placed on the Convicted Contractor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed

on the Convicted Contractor list. Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

- X. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant 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 Consultant 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, Consultant 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 Consultant, 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.
- Y. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:
- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
 - (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

II.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any

project under this Agreement which is funded in whole or in part by ARPA funds.

III.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

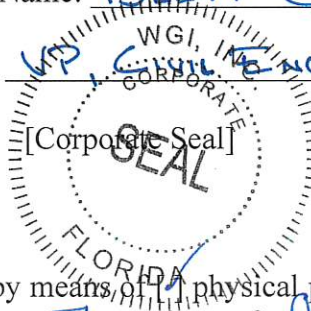
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

WANTMAN GROUP, INC.

By: [Signature]

Print Name: BRETT OLDFORD

Title: VP CIVIL ENGINEERING



STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or [] online notarization, this 25th day of October, 2022, by Brett Oldford.

(Signature of Notary Public-State of Florida)

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



CYNDY LITTLE
Notary Public
State of Florida
Comm# HH224313
Expires 3/31/2026

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

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- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting

invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei**

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. **Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. **Procurement of Recovered Materials:** (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official

Date: 10-25-22

BRETT OLDFORD

(Print name of person signing above)

VP, CIVIL ENGINEERING

(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #8: Approve Professional Services Agreements - 2nd Amendment - Federal Terms & Conditions - Holtz Consulting Engineers, Inc.

SUMMARY: Village Staff requests approval of a Second Amendment to the Agreement for Professional Services with Holtz Consulting Engineers in order to add terms and conditions required when federal funds are being expended on a project.

Holtz Consulting Engineers has been authorized to provide engineering design services for the Congress Avenue Sanitary Sewer Project - Task Order 305 - funded with American Rescue Plan Act (ARPA) dollars. Every agreement and contract must include federal terms and conditions when ARPA funds are utilized.

Note: On March 15, 2018, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2018R-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On June 14, 2018, the Village selected three (3) firms to provide design and construction management services for water and wastewater:

- Eckler Engineering, Inc.
- Holtz Consulting Engineers, Inc.
- Kimley-Horn & Associates

On December 13, 2018, Council approved the First Amendment to the Professional Services Agreement to include standard indemnification language.

The initial five-year term will expire in September 2023, and each agreement will be eligible for three (3) one-year renewals.

The Village Attorney prepared a proposed Second Amendment and reviewed it with the Assistant Village Manager and Project Manager.

FISCAL IMPACT:

The proposed request does not have a fiscal impact on the Village. It allows the Village to use this vendor for federally funded projects.

ATTACHMENTS:

1. Proposed Second Amendment to Agreement for Professional Services - Holtz Consulting Engineers
2. Exhibit "A" - ARPA Addendum

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2018-R-002)**

WHEREAS, on September 13, 2018, the Village of Palm Springs, Florida entered into an Agreement for Professional Services ("Agreement") with **Holtz Consulting Engineers, Inc.** ("Consultant"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No. 2018R-002 ("the RFQ"); and

WHEREAS, the Agreement provides for an initial term of five (5) years with three (3) renewal options for one (1) year each; and

WHEREAS, on December 13, 2018, the parties entered into their first Amendment to Professional Services Agreement in order to modify the indemnification language provided in the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Second Amendment, it is mutually understood and agreed as follows:

I.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.

II.

All remaining terms and provisions set forth in the Agreement, as amended by the first Amendment thereto, remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

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

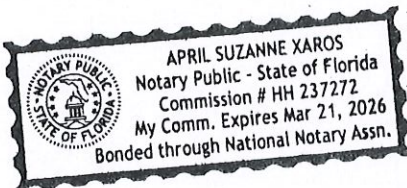
HOLTZ CONSULTING ENGINEERS, INC.

By: David Holtz
Print Name: David Holtz
Title: Vice President

[Corporate Seal]

STATE OF FL
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this October this 4th day of October, 2022, by
David Holtz.



April Xaros
(Signature of Notary Public-State of Florida)

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

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____

Exhibit "A"

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the Village's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)**

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology

as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole

or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

David Holtz Date: 10-4-2022
Signature of Contractor's authorized official

David Holtz
(Print name of person signing above)

Vice President
(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #9: Approve Professional Services Agreements - Fourth Amendment - Federal Terms & Conditions and Time Extension - Engenuity Group

SUMMARY: Village Staff requests approval of a Fourth Amendment to the Agreement for Professional Services with Engenuity Group, Inc., to add terms and conditions required when federal funds are being expended on a project. Also, because the current agreement expires in less than six months, staff recommends extending the contract for a third and final one (1) year term.

Engenuity Group is authorized to provide engineering design and construction oversight services for the Lakewood Road (East) Stormwater Project - Task Order 249, which is funded with funds obtained under the American Rescue Plan Act (ARPA). Every agreement and contract must include federal terms and conditions when ARPA funds are utilized. The proposed 4th Amendment also consists of an Agreement extension, which would otherwise expire on March 24, 2023.

On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on March 10, 2016, the Village selected four (4) firms to provide design and construction management services for water, wastewater, infrastructure facilities, general engineering services, plat, and plan review services, and building design/review services:

- Keshavarz & Associates
- Calvin Giordano & Associates, Inc.
- Engenuity Group, Inc.
- Eckler Engineering, Inc.

In order to specify the terms and fees of the Professional Services Agreement, the first amendment was approved on May 12, 2016. It clarified the agreement to proceed with RFQ No. 2016-002 for a five (5) year term with the option of three (3) one-year extensions.

The initial five-year term expired in 2021, and the Second Amendment to the Agreement was approved on March 11, 2021, to provide the first, (1) year renewal in consideration of the ongoing Task Orders that we have with each firm, and on February 10, 2022, the Third Amendment to the Agreement was approved for the second, one (1) year renewal.

The proposed Fourth Amendment for Engenuity Group proposes the final one-year term, and if approved would extend the Agreement until March 11, 2024.

The proposed Fourth Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Project Manager.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Fourth Amendment to Agreement for Professional Services - Engenuity
2. Exhibit "A" - ARPA Addendum

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
(RFQ No. 2016R-002)**

WHEREAS, on March 10, 2016, the Village of Palm Springs, Florida entered into an Agreement for Professional Services (“Agreement”) with **Engenuity Group** (“Consultant”); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida’s Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 (“the RFQ”); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years with three (3) renewal options for one (1) year each; and

WHEREAS, on May 12, 2016, the First Amendment to Agreement Professional Services Agreement was approved in order to clarify the terms and fees, and clarify that the term of the agreement was an initial term of five (5) years from the date of the agreement with the option to renew for three (3) one year periods, as set forth in RFQ No. 2016-002; and

WHEREAS, on March 11, 2021, the Second Amendment to Agreement for Professional Services was approved, incorporating additional terms newly required by the laws of the State of Florida concerning Public Entity Crimes, Scrutinized Companies, and E-Verify, and exercising the first one-year renewal option, through March 11, 2022; and

WHEREAS, on February 10, 2022 the Third Amendment was approved, exercising the second one-year renewal option for the Agreement, through March 11, 2023; and

WHEREAS, the parties now desire to exercise the third renewal option for the Agreement, through March 11, 2024; and

WHEREAS, the parties also desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA”) funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 4, it is mutually understood and agreed as follows:

I.

The parties hereby agree that the third renewal option shall be exercised, extending the term of the Agreement through March 11, 2024.

II.

Exhibit “A,” attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act (“ARPA”) funds. Consultant agrees to abide by the provisions set forth in Exhibit “A” for any

project under this Agreement which is funded in whole or in part by ARPA funds.

III.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

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

ENGENUITY GROUP

By: Lisa A. Tropepe

Print Name: Lisa A. Tropepe, PE

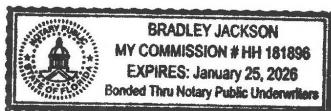
Title: Vice President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)



Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this _____ this 22nd day of September, 2021, by Lisa A. Tropepe, P.E. ₂



Bradley Jackson
(Signature of Notary Public-State of Florida)
Bradley Jackson

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

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

Exhibit "A"

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the Village's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

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- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

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6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)**

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology

as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole

or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

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- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Date: 9/22/2022

Signature of Contractor's authorized official

Lisa A. Tropepe, P.E.

(Print name of person signing above)

Vice President

(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM Approve Professional Services Agreement - 4th Amendment - Federal Terms & Conditions
#10: and Time Extension - Keshavarz & Associates

SUMMARY: Village Staff requests approval of a Fourth Amendment to the Agreement for Professional Services with Keshavarz & Associates, Inc., to add terms and conditions required when federal funds are being expended on a project. Also, because the term of the current Agreement expires in less than 6 months, staff recommends extending the Agreement for a third and final one (1) year term at this time.

As part of FDOT's Resurfacing Project, funded with funds obtained under the American Rescue Plan Act (ARPA), Keshavarz & Associates, Inc. is authorized to provide engineering design/consulting services for the Lake Worth Road Stormwater Project - Task Order 298. Every agreement and contract must include federal terms and conditions when ARPA funds are utilized. The proposed 4th Amendment also consists of an Agreement extension, which would otherwise expire on March 24, 2023.

Note: On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On March 10, 2016, the Village selected four (4) firms to provide design and construction management services for water, wastewater, infrastructure facilities, general engineering services, plat, and plan review services, and building design/review services:

- Keshavarz & Associates
- Calvin Giordano & Associates, Inc.
- Engenuity Group, Inc.
- Eckler Engineering, Inc.

On May 12, 2016, Council approved the First Amendment to the Professional Services Agreement to clarify the terms and fees for the proposed engineering firms. The time of the Agreement coincided with RFQ No. 2016-002, which outlined an initial term of five (5) years followed by the option to renew for three (3) one-year periods, subject to approval by both parties.

After the initial five-year term expired in 2021, Council approved the Second Amendment to the Agreement on March 11, 2021, which provided a first (1) year extension in consideration of the ongoing Task Orders we have with each firm. For the second, one (1) year renewal, Council approved a Third

Amendment to the Agreement on February 10, 2022.

The proposed Fourth Amendment to Keshavarz & Associates, Inc. offers the final one-year term and, if approved, would extend the Agreement until March 24, 2024.

The Village Attorney prepared the proposed Fourth Amendment and reviewed it with the Assistant Village Manager and Project Manager.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Fourth Amendment to Agreement for Professional Services - Keshavarz & Associates
2. Exhibit "A" - ARPA Addendum

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2016R-002)**

WHEREAS, on March 24, 2016, the Village of Palm Springs, Florida entered into an Agreement for Professional Services ("Agreement") with **Keshavarz & Associates** ("Consultant"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 ("the RFQ"); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years with three (3) renewal options for one (1) year each; and

WHEREAS, on May 12, 2016, the First Amendment to Agreement Professional Services Agreement was approved in order to clarify the terms and fees, and clarify that the term of the agreement was an initial term of five (5) years from the date of the agreement with the option to renew for three (3) one-year periods, as set forth in RFQ No. 2016-002; and

WHEREAS, on March 11, 2021, the Second Amendment to Agreement for Professional Services was approved, incorporating additional terms newly required by the laws of the State of Florida concerning Public Entity Crimes, Scrutinized Companies, and E-Verify, and exercising the first one-year renewal option, through March 9, 2022; and

WHEREAS, on February 10, 2022 the Third Amendment was approved, exercising the second one-year renewal option for the Agreement, through March 24, 2023; and

WHEREAS, the parties now desire to exercise the third renewal option for the Agreement, through March 24, 2024; and

WHEREAS, the parties also desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 4, it is mutually understood and agreed as follows:

I.

The parties hereby agree that the third renewal option shall be exercised, extending the term of the Agreement through March 24, 2024.

II.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.

III.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

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

KESHAVARZ & ASSOCIATES

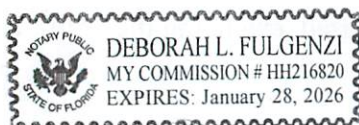
By: _____
Print Name: Randy Werterny
Title: Vice President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23rd this September day of _____, 2022, by Randy Werterny.

(Signature of Notary Public-State of Florida)



Deborah L. Fulgenzi
Print, type, or stamp commissioned name of Notary public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____

Exhibit "A"

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the Village's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

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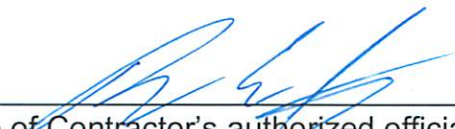
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2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 Date: 9/23/22
Signature of Contractor's authorized official

Randy Wertepny
(Print name of person signing above)

Vice President
(Print title of person signing above)

Exhibit "A"

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the Village's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)**

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology

as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole

or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

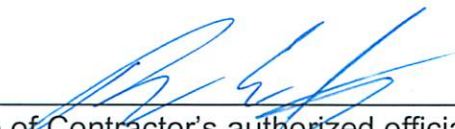
31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 Date: 9/23/22
Signature of Contractor's authorized official

Randy Wertepny
(Print name of person signing above)

Vice President
(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Police Department

ITEM #11: Equipment Purchase and Installation – Strobes R Us - Piggyback (Broward County Sheriff's Office Contract RFP No. 18006AG – Emergency Equipment for Law Enforcement Vehicles – May 8, 2018) - Police Department (FY 2023 Budget Funded)

SUMMARY: The Police Department needs to purchase and install equipment for its newly purchased vehicles to support the public safety services and activities that our Police Officers provide. To ensure the lowest possible price, the staff recommends that the Village piggyback off the current Broward County Sheriff's Office contract awarded to Strobes-R-Us.

Broward County Sheriff's Office selected this vendor through a competitive selection process – Emergency Equipment for Law Enforcement Vehicles – (RFP No. 18006AG – May 8, 2018). Within the FY 2023 budget, the Village Council approved \$315,000 to purchase eight (8) police vehicles: (five marked police vehicles and three unmarked vehicles) with the associated graphics and equipment. Through the Broward County Sheriff's Office bid, the Police Department was able to obtain a price of \$65,268.48 to purchase the necessary emergency equipment and lighting to outfit the following vehicles:

- Five (5) 2023 Chevrolet Tahoe marked patrol vehicles \$56,809.35
- Three (3) 2023 unmarked vehicles \$8,459.13

As part of the Broward County Sheriff's Office Invitation to Bid/RFP No. 18006AG (Accordance with Strobes-R-Us, Inc. and Sheriff Israel for Emergency Equipment for Vehicles for Broward Sheriff's Office), all terms, conditions, and pricing would be accepted by the Village if approved. The contract expires on May 9, 2023. A complete copy of BSO's executed contract is on file at the Clerk's Office.

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.

As stated in Section 58-9 of the Village's Purchasing Code - Accessing contracts from other government agencies, goods, and services from any state contract, Florida political subdivision contract, or government contract (other than the federal government) may be used in awarding the Village a contract. They provide that the same or substantially similar goods and services are competitively solicited.

FISCAL IMPACT:

Funds to support this proposed purchase are available within the FY 2023 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2023 Approved Budget - Vehicles - General Fund

\$315,000 FY 2023 the total vehicle equipment costs will be \$65,268.48 for the purchase of emergency safety/lighting equipment for eight (8) vehicles: five (5) marked and three (3) unmarked vehicles. 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. BSO - 3rd Amendment to the Agreement
2. 2021 - Village of Palm Springs Piggyback Agreement
3. 2018 - Village of Palm Springs Piggyback Agreement
4. Combined Strobes Quotes

THIRD AMENDMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE SHYFT GROUP UPFIT SERVICES, INC.
f/k/a
SPARTAN UPFIT SERVICES, INC.

This Third Amendment is made and entered this 25 day of April, 2022, by and between **GREGORY TONY, AS SHERIFF OF BROWARD COUNTY** (hereinafter referred to as “**SHERIFF**”), **THE SHYFT GROUP UPFIT SERVICES, INC. f/k/a SPARTAN UPFIT SERVICES, INC.**, a foreign corporation authorized to do business in Florida (“**CONTRACTOR**”).

WITNESSETH:

WHEREAS, on or about May 7, 2018, SHERIFF entered into an agreement with STROBES-R-US, INC. for installation and/or repair of Vehicle Emergency Equipment for Public Safety Vehicles;

WHEREAS, on or about December 18, 2018, CONTRACTOR, acquired and assumed the agreement and all of STROBES-R-US, INC.’s business interests, rights and responsibilities under the agreement and/or otherwise accepted the assignment of the agreement from STROBES-R-US, INC. with the consent from the SHERIFF;

WHEREAS, on or about November 9, 2020, the parties entered a first amendment to memorialize CONTRACTOR’S change of its corporate name from Spartan Upfit Services, Inc. to The Shyft Group Upfit Services, Inc., but CONTRACTOR kept its same employment identification number of 35-2646349;

WHEREAS, on or about April 7, 2021, the parties entered a second amendment to extend the term of the agreement from May 10, 2021 through May 9, 2022 (the agreement and the assignment and assumption agreement and the first amendment and second amendment are hereinafter collectively referred to herein as the “Agreement”);

WHEREAS, the Parties desire to extend the Agreement for one (1) year commencing from May 10, 2022 through May 9, 2023; modify the CONTRACTOR’S hourly rate; allow CONTRACTOR to add additional product/vendor offerings to the Agreement; and to add a provision to conform to §448.095, Florida Statutes; and

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The second option to renew period found in section 2.2 of the Agreement is exercised by the and the Agreement’s term is hereby extended for an additional year commencing May 10, 2022 through May 9, 2023.

3. CONTRACTOR may provide the additional product/vendor offerings under the Agreement, as identified in Exhibit A attached hereto and the consideration rate payable to the CONTRACTOR, effective May 10, 2022 shall be Sixty-One Dollars and Ninety Cents (\$61.90) as identified in Exhibit B attached hereto.
4. In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf relative to this Agreement, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> Every Contractor shall, upon request, provide evidence of compliance with this provision to the SHERIFF. Failure to comply with this provision is a material breach of an Agreement, and the SHERIFF may choose to terminate the Agreement at its sole discretion
5. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.
6. The parties agree for purposes of the Agreement and this amendment, the amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this amendment as to the parties and may be used in lieu of the original amendment for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

[Signature page to follow]

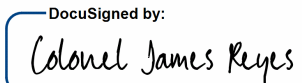
IN WITNESS WHEREOF, the parties execute this Third Amendment to the Agreement on the date(s) set forth below:

THE SHYFT GROUP UPFIT SERVICES, INC. f/k/a SPARTAN UPFIT SERVICES, INC.
EIN 35-2646349

By: 
Tomer R. Harina
General Manager

Date: 4/25/2022

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY

By: 
Colonel James Reyes
Executive Director-Department of Administration

Date: 4/26/2022 | 18:19 PM EDT

DS
SM

Approved as to form and legal sufficiency
subject to execution by the parties:

By: 
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

Date: 4/26/2022 | 11:00 AM EDT

Exhibit A.

Additional Product Offerings

12% Discount Off List for	ScottLock Brand Products
45% Discount off List For	Hella Brand Products
15% Discount Off List For	Duramag Brand Products
10% Discount Off List For	Acari Products Brand Products
10% Discount Off List For	Legend Fleet Solutions Brand Products
10% Discount Off List For	Ranger Design Brand Products
40% Discount Off List For	Strobes-r-us Branded Products

Exhibit B.

Labor Rate Offering

\$61.90 Hourly Labor Rate For Installations

AGREEMENT FOR THE PURCHASE OF EMERGENCY EQUIPMENT

This Agreement for the purchase and installation of emergency equipment ("Agreement" hereafter) is made as of the 6TH day of JUNE, 2018, 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 **Strobes-RUs, Inc.**, 2681 Hammondville Road, Pompano Beach, FL 33069 a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to supply and install emergency equipment for law enforcement vehicles to the VILLAGE; and,

WHEREAS, the Broward Sheriff's Office through its competitive selection process awarded the Contract for the purchase and installation of emergency equipment for law enforcement vehicles (RFP #18006AG) ("Broward Sheriff's Office Contract" hereafter) to the VENDOR for substantially the same equipment sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the purchase and installation of emergency equipment for law enforcement vehicles based on the terms and conditions of the Broward Sheriff's Office Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept the pricing and terms and conditions and piggyback the Broward Sheriff's Office Contract including all terms and conditions therein.

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

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Broward Sheriff's Office Contract.** The Broward Sheriff's Office Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the Broward Sheriff's Office under the Broward Sheriff's Office Contract and all associated and applicable Contract Documents as defined therein and which shall include RFP No. 18006AG. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Broward Sheriff's Office Contract.
3. **VENDOR's Proposal.** In accordance with the terms and conditions in the Broward Sheriff's Office Contract and pricing therein, the VENDOR shall supply and install emergency equipment on law enforcement vehicles as requested by the VILLAGE. The goods to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Broward Sheriff's Office Contract.

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

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Broward Sheriff's Office Contract (including all Contract Documents as defined therein including the Bid documents); and,

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; and
- C. Broward Sheriff's Office Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal set forth in the Broward Sheriff's Office Contract. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 VENDOR shall maintain the insurance as required by the Broward Sheriff's Office Contract, or as provided. 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 Agreement 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 Agreement 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: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the Broward Sheriff's Office Contract.
- 6.11 Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.

- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax.
- 7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any

negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Sheriff's Association bid documents and subsequent contract and this Agreement.

8. Defaults: Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days.

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR and the VILLAGE may withhold any money due or which may become due to the VENDOR for such task related to the claimed default; or

If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.



VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

Bev Smith, Mayor

ATTEST

Kimberly Wynn 12/10/2020
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, Village Attorney

VENDOR: **Strobes-R-US, Inc.**

By: _____

Print Name: _____

Jeffrey M. Harrington

Title: VICE PRESIDENT

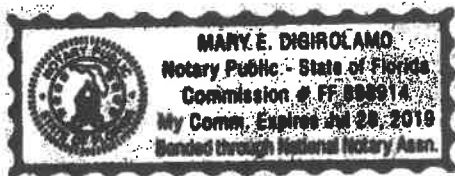
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 6TH day of JUNE, 2018
by JEFFREY HANINA, as VICE PRESIDENT of Strobes-R-US., a company
authorized to do business in the State of Florida, and who is personally known to me or who has
produced the following _____ as identification.

Notary Public

Mary E. DiGirolamo
Print Name: MARY E. DIGIROLAMO
My commission expires: 7/28/2019



AGREEMENT FOR THE PURCHASE OF EMERGENCY EQUIPMENT

This Agreement for the purchase and installation of emergency equipment ("Agreement" hereafter) is made as of the 4TH day of JUNE, 2018, 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 **Strobes-RUs, Inc.**, 2681 Hammondville Road, Pompano Beach, FL 33069 a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to supply and install emergency equipment for law enforcement vehicles to the VILLAGE; and,

WHEREAS, the Broward Sheriff's Office through its competitive selection process awarded the Contract for the purchase and installation of emergency equipment for law enforcement vehicles (RFP #18006AG) ("Broward Sheriff's Office Contract" hereafter) to the VENDOR for substantially the same equipment sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the purchase and installation of emergency equipment for law enforcement vehicles based on the terms and conditions of the Broward Sheriff's Office Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept the pricing and terms and conditions and piggyback the Broward Sheriff's Office Contract including all terms and conditions therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Broward Sheriff's Office Contract. The Broward Sheriff's Office Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the Broward Sheriff's Office under the Broward Sheriff's Office Contract and all associated and applicable Contract Documents as defined therein and which shall include RFP No. 18006AG. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Broward Sheriff's Office Contract.
3. VENDOR's Proposal. In accordance with the terms and conditions in the Broward Sheriff's Office Contract and pricing therein, the VENDOR shall supply and install emergency equipment on law enforcement vehicles as requested by the VILLAGE. The goods to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Broward Sheriff's Office Contract.

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

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Broward Sheriff's Office Contract (including all Contract Documents as defined therein including the Bid documents); and,

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; and
- C. Broward Sheriff's Office Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal set forth in the Broward Sheriff's Office Contract. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 VENDOR shall maintain the insurance as required by the Broward Sheriff's Office Contract, or as provided. 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 Agreement 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 Agreement 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: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the Broward Sheriff's Office Contract.
- 6.11 Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - (a) Keep and maintain public records required by the VILLAGE to perform the service.

- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax.
- 7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any

negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Sheriff's Association bid documents and subsequent contract and this Agreement.

8. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days.

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR and the VILLAGE may withhold any money due or which may become due to the VENDOR for such task related to the claimed default; or

If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **Strobes-R-US, Inc.**

By: _____

Print Name: Jeffrey M. Hanning

Title: VICE PRESIDENT

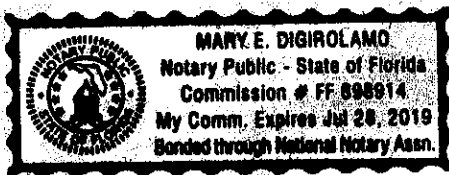
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16TH day of JUNE, 2018
by JEFFREY HANINA, as VICE PRESIDENT of Strobes-R-US., a company
authorized to do business in the State of Florida, and who is personally known to me or who has
produced the following _____ as identification.

Notary Public

Mary E. DiGirolamo
Print Name: MARY E. DIGIROLAMO
My commission expires: 7/28/2019





STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

Official Estimate

STROBES R US
DURAMAG

Date	Estimate #
9/27/2022	35558

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: ED MORELY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 CHEVY MALIBU ADMIN			
Product	Description	Qty	Cust. Price	Total
	PRICES PER BSO CONTRACT # 18006AG **THIS QUOTE IS FOR (1) 2023 CHEVY MALIBU ADMIN POLICE VEHICLE, THIS IS ONE OF THREE **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE IS GOOD FOR 60 DAYS **			
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST \$799.00 EACH	1	439.35	439.35
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$ 343.00 EACH	1	188.65	188.65
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET INCLUDED WITH SA315P	1	0.00	0.00
TLIR	ION T-SERIES LINEAR LT RED WHELEN LIST \$ 163.00 EACH	1	89.65	89.65
TLIB	ION T-SERIES LINEAR LT BLUE WHELEN LIST \$ 163.00 EACH	1	89.65	89.65
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTRACT ITEM	2	10.95	21.90
ULB9LDC-RRWW	STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT) SIGNAL VEHICLE LIST \$ 249.80 EACH	2	137.39	274.78
ULB9LDC-BBWW	STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT) SIGNAL VEHICLE LIST \$ 249.80 EACH	2	137.39	274.78
VTX609R	VERTEX SUPER-LED LIGHT RED WHELEN LIST \$ 119.00 EACH	2	65.45	130.90
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
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9/27/2022	35558

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Ship To:
PALM SPRINGS POLICE ATTN: ED MORELY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 CHEVY MALIBU ADMIN			
Product	Description	Qty	Cust. Price	Total
VTX609B	VERTEX SUPER-LED LIGHT BLUE (WHELEN LIST \$ 113.00 EACH)	2	65.45	130.90
INSTALL	WHELEN LIST \$ 119.00 EACH CUSTOM INSTALLATION PER HOUR INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE INSTALL: 1 X HHS4200 HANDHELD SIREN/CONTROLLER 1 X SA315 SPEAKER WITH SAK1 BRKT 1 X TLIR IN GRILL AREA RED DRIVER 1 X TLIB IN GRILL AREA BLUE PASSENGER 2 X ULB9LDC IN UPPER FRONT WINDSHIELD RED TO FLASH DRIVER SIDE, BLUE TO FLASH PASSENGER SIDE WHITE TAKEDOWN BUTTON FOR ULB9 2 X ULB9LDC IN REAR LOWER DECK, REAR FACING, RED DRIVER SIDE BUE PASS SIDE 1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE (IF POSSIBLE) 1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE (IF POSSIBLE) 1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER (IF POSSIBLE) 1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER (IF POSSIBLE)	16	61.90	990.40
TINT-SEDAN	TINT PREMIUM 3M BRAND TINT FOR SEDAN TINT TO BE 28% ALL WINDOWS	1	125.00	125.00
TINT STRIP	TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION TINT STRIBE TO BE 28%	1	15.00	15.00
Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows: EMERGENCY VEHICLE DIVISION QUOTES VALID 30 DAYS SPECIALTY VEHICLE DIVISION QUOTES VALID 10 DAYS		Subtotal		\$2,819.71
		Sales Tax (7.00%)		\$0.00
		Total		\$2,819.71
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

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HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST \$799.00 EACH	1	439.35	439.35
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
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STROBES-R-US

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Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows:

EMERGENCY VEHICLE DIVISION QUOTES **VALID 30 DAYS**
SPECIALTY VEHICLE DIVISION QUOTES **VALID 10 DAYS**

Subtotal	\$2,819.71
Sales Tax (7.00%)	\$0.00
Total	\$2,819.71

Phone #	Fax #	E-mail	Web Site
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Product	Description	Qty	Cust. Price	Total
	PRICES PER BSO CONTRACT # 18006AG **THIS QUOTE IS FOR (1) 2023 CHEVY MALIBU ADMIN POLICE VEHICLE, THIS IS THREE OF THREE **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE IS GOOD FOR 60 DAYS **			
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST \$799.00 EACH	1	439.35	439.35
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST \$ 343.00 EACH	1	188.65	188.65
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET INCLUDED WITH SA315P	1	0.00	0.00
TLIR	ION T-SERIES LINEAR LT RED WHELEN LIST \$ 163.00 EACH	1	89.65	89.65
TLIB	ION T-SERIES LINEAR LT BLUE WHELEN LIST \$ 163.00 EACH	1	89.65	89.65
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTRACT ITEM	2	10.95	21.90
ULB9LDC-RRWW	STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT) SIGNAL VEHICLE LIST \$ 249.80 EACH	2	137.39	274.78
ULB9LDC-BBWW	STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT) SIGNAL VEHICLE LIST \$ 249.80 EACH	2	137.39	274.78
VTX609R	VERTEX SUPER-LED LIGHT RED WHELEN LIST \$ 119.00 EACH	2	65.45	130.90
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

Official Estimate

STROBESRUS
DURAMAG

Date	Estimate #
9/27/2022	35560

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: ED MORELY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 CHEVY MALIBU ADMIN			
Product	Description	Qty	Cust. Price	Total
VTX609B	VERTEX SUPER-LED LIGHT BLUE (WHELEN LIST \$ 113.00 EACH)	2	65.45	130.90
INSTALL	WHELEN LIST \$ 119.00 EACH CUSTOM INSTALLATION PER HOUR INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE INSTALL: 1 X HHS4200 HANDHELD SIREN/CONTROLLER 1 X SA315 SPEAKER WITH SAK1 BRKT 1 X TLIR IN GRILL AREA RED DRIVER 1 X TLIB IN GRILL AREA BLUE PASSENGER 2 X ULB9LDC IN UPPER FRONT WINDSHIELD RED TO FLASH DRIVER SIDE, BLUE TO FLASH PASSENGER SIDE WHITE TAKEDOWN BUTTON FOR ULB9 2 X ULB9LDC IN REAR LOWER DECK, REAR FACING, RED DRIVER SIDE BUE PASS SIDE 1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE (IF POSSIBLE) 1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE (IF POSSIBLE) 1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER (IF POSSIBLE) 1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER (IF POSSIBLE)	16	61.90	990.40
TINT-SEDAN	TINT PREMIUM 3M BRAND TINT FOR SEDAN TINT TO BE 28% ALL WINDOWS	1	125.00	125.00
TINT STRIP	TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION TINT STRIBE TO BE 28%	1	15.00	15.00
Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows: EMERGENCY VEHICLE DIVISION QUOTES VALID 30 DAYS SPECIALTY VEHICLE DIVISION QUOTES VALID 10 DAYS		Subtotal		\$2,819.71
		Sales Tax (7.00%)		\$0.00
		Total		\$2,819.71
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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Date	Estimate #
9/14/2022	35279

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL PS 243			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG, COPY OF NEW ADDENDUM EFFECTIVE 5/07/22 IS ATTACHED ****THIS QUOTE IS FOR (1) 2023 TAHOE PPV MARKED PATROL, TOTAL NUMBER OF VEHICLES WILL BE (5) **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE IS GOOD FOR 60 DAYS **			
ECVDMLTAL00	LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens SOUND-OFF LIST \$ 114.00 EACH	1	68.40	68.40
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 NON CONTRACT ITEM	1	115.82	115.82
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$ 4645.45 EACH PACKAGE	1	2,555.00	2,555.00
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	1	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	1	0.00	0.00
CC5K6	CCSRN5 INSTALL KIT FOR 2021 TAHOE/SUB INCLUDED IN PACKAGE	1	0.00	0.00
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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Reference	2023 TAHOE PATROL 1 OF 5			
Product	Description	Qty	Cust. Price	Total
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	1	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED IN PACKAGE	1	0.00	0.00
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 163.00 EACH	2	89.65	179.30
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	10.95	21.90
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	4	96.25	385.00
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR 2020 CHEVY SILVERADO FRONT TURN SIGNAL HELLA LIST \$ 19.00 EACH	2	10.45	20.90
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST \$ 38.00 EACH	2	20.90	41.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-4R 4B	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 4 RED AND 4 BLUE PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	9.95	19.90
C-VS-1012-TAH-1	Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle HAVIS LIST \$ \$742.93 EACH	1	482.90	482.90
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 1 OF 5			
Product	Description	Qty	Cust. Price	Total
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4"	1	0.00	0.00
*	INCLUDED WITH CONSOLE			
	HAVIS FILLER PLATES TO ENCLOSE CONSOLE	1	0.00	0.00
	INCLUDED WITH CONSOLE			
C-AP-0625	6" accessory pocket, 2.5" deep	1	41.39	41.39
	HAVIS LIST \$ 63.67 EACH			
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	1	41.28	41.28
	HAVIS LIST \$ 63.50 EACH			
C-LP-3	3 Lighter plug outlets. 2"	1	32.48	32.48
	HAVIS LIST \$ 49.97 EACH			
C-ARM-103	Armrest for top mount, console, large pad	1	102.88	102.88
	HAVIS LIST \$ 158.28 EACH			
C-MD-112	Tilt/swivel slide motion adapter	1	226.90	226.90
	HAVIS LIST \$ 349.07 EACH			
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount	1	87.84	87.84
	HAVIS LIST \$ 135.14 EACH)			
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	242.30	242.30
	HAVIS LIST \$ 328.95 EACH			
GE19-16-4	LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER	1	148.46	148.46
	LIND LIST \$ 164.95 EACH			
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER	1	11.70	11.70
	LIND LIST \$ 13.00 EACH			
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer	1	102.75	102.75
	PRO-GARD LIST \$ 137.00 EACH			
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014	1	846.00	846.00
	PRO-GARD LIST \$ 1128.00 EACH			
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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JUPITER LOCATION
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Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 1 OF 5			
Product	Description	Qty	Cust. Price	Total
S5705T21OSB	2021 Tahoe PPV Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and OSB's PRO-GARD LIST \$ 2053.00 EACH	1	1,539.75	1,539.75
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 301.00 EACH	1	225.75	225.75
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 319.95 EACH	1	271.95	271.95
M844282-A	Cargo Light Type 3 with Illuminated high/low power switch NON CONTRACT ITEM BY MAXXIMA	1	93.42	93.42
ML150LR-7019	RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE NON CONTRACT ITEM	1	138.50	138.50
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	38	61.90	2,352.20
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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Reference	2023 TAHOE PATROL 1 OF 5			
Product	Description	Qty	Cust. Price	Total
	INSTALL: **ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER** PREPARE AND RUN HARNESS FOR LIGHTS AND SPEAKER CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGECENY LIGHTING 1 X ECVDMTLAL00 (SAME LOCATION AS 2022 TAHOES) 1 X INSTALL BREAKER 1 X HIGH AMP IGNITION CUT OF RELAY 1 X LEGACY 55" LIGHTBAR 2 X TLIJ IN FRONT GRILL AREA WITH T-BRKT 2 X HERO-A IN FRONT HEADLIGHTS WITH CORRECT ADAPTER (ADPATER-9?) AND CABLE (HERO-21 TAHO HL CBL) FLASH RED/BLUE, 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER10 IN TAIL LIGHTS, FASH RED/BLUE 1 X COMMANDERPLUS 8-POD LED STICK, WIRE FOR WARNING AND TA R/R/R/R/B/B/B/B 1 X MAXIMMA # M844282-A CARGO ILLUMINATION LIGHT UNDER REAR COMMANDERPLUS INSTALL FULL CENTER CONSOLE WITH: 1 X C-VS-1012-TAH-1 CONSOLE 1 X EQUIPMENT BRACKET FOR CONTROLLER C-EB40-CCS-1P AND NECESSARY FILLER PLATES TO ENCLOSE CONSOLE 1 X 12VT PLATE WITH 3-12VT OUTLETS (C-LP-3) 1 X DUAL CUP HOLDER (CUP2-1004 1 X ARMREST (C-ARM-103) 1 X C-HDM-214 ON SIDE OF CONSOLE 1 X C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X POWER ADAPTERS FOR COMPUTER (GE19-16-4) WITH MOUNT BRACKET (ASMTL-00331)			
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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JUPITER LOCATION
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Official Estimate

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Date	Estimate #
9/14/2022	35279

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 1 OF 5			
Product	Description	Qty	Cust. Price	Total
INSTALL	1 X USB ADAPTER 1 X PRO-GARD D2951, PRINTER HOLDER (CUSTOMER TO PROVIDE PRINTER AND PRINTER CABLES) 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION 1 X PRISONER PARTITION WITH CENTER SLIDER AND MESH INSERT 1 X REAR TRANSPORT SEAT WITH OBS 1 X REAR CARGO BARRIER (MESH) 1 X WINDOW BARS 1 X SANTA CRUZ GUN LOCK MOUNT HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	61.90	433.30
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows: EMERGENCY VEHICLE DIVISION QUOTES VALID 30 DAYS SPECIALTY VEHICLE DIVISION QUOTES VALID 10 DAYS		Subtotal		\$11,361.87
		Sales Tax (7.00%)		\$0.00
		Total		\$11,361.87
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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POMPANO BEACH LOCATION
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JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

Official Estimate

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Date	Estimate #
9/14/2022	35280

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL PS 245			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG, COPY OF NEW ADDENDUM EFFECTIVE 5/07/22 IS ATTACHED ****THIS QUOTE IS FOR (1) 2023 TAHOE PPV MARKED PATROL, TOTAL NUMBER OF VEHICLES WILL BE (5) **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE IS GOOD FOR 60 DAYS **			
ECVDMLTAL00	LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens SOUND-OFF LIST \$ 114.00 EACH	1	68.40	68.40
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 NON CONTRACT ITEM	1	115.82	115.82
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$ 4645.45 EACH PACKAGE	1	2,555.00	2,555.00
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	1	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	1	0.00	0.00
CC5K6	CCSRN5 INSTALL KIT FOR 2021 TAHOE/SUB INCLUDED IN PACKAGE	1	0.00	0.00
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
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Reference	2023 TAHOE PATROL 2 OF 5			
Product	Description	Qty	Cust. Price	Total
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	1	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED IN PACKAGE	1	0.00	0.00
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 163.00 EACH	2	89.65	179.30
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	10.95	21.90
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	4	96.25	385.00
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR 2020 CHEVY SILVERADO FRONT TURN SIGNAL HELLA LIST \$ 19.00 EACH	2	10.45	20.90
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST \$ 38.00 EACH	2	20.90	41.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-4R 4B	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 4 RED AND 4 BLUE PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	9.95	19.90
C-VS-1012-TAH-1	Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle HAVIS LIST \$ \$742.93 EACH	1	482.90	482.90
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
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Reference	2023 TAHOE PATROL 2 OF 5			
Product	Description	Qty	Cust. Price	Total
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4"	1	0.00	0.00
*	INCLUDED WITH CONSOLE			
	HAVIS FILLER PLATES TO ENCLOSE CONSOLE	1	0.00	0.00
	INCLUDED WITH CONSOLE			
C-AP-0625	6" accessory pocket, 2.5" deep	1	41.39	41.39
	HAVIS LIST \$ 63.67 EACH			
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	1	41.28	41.28
	HAVIS LIST \$ 63.50 EACH			
C-LP-3	3 Lighter plug outlets. 2"	1	32.48	32.48
	HAVIS LIST \$ 49.97 EACH			
C-ARM-103	Armrest for top mount, console, large pad	1	102.88	102.88
	HAVIS LIST \$ 158.28 EACH			
C-MD-112	Tilt/swivel slide motion adapter	1	226.90	226.90
	HAVIS LIST \$ 349.07 EACH			
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount	1	87.84	87.84
	HAVIS LIST \$ 135.14 EACH)			
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	242.30	242.30
	HAVIS LIST \$ 328.95 EACH			
GE19-16-4	LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER	1	148.46	148.46
	LIND LIST \$ 164.95 EACH			
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER	1	11.70	11.70
	LIND LIST \$ 13.00 EACH			
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer	1	102.75	102.75
	PRO-GARD LIST \$ 137.00 EACH			
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014	1	846.00	846.00
	PRO-GARD LIST \$ 1128.00 EACH			
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

Official Estimate

Date	Estimate #
9/14/2022	35280

STROBESRUS
DURAMAG

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 2 OF 5			
Product	Description	Qty	Cust. Price	Total
S5705T21OSB	2021 Tahoe PPV Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and OSB's PRO-GARD LIST \$ 2053.00 EACH	1	1,539.75	1,539.75
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 301.00 EACH	1	225.75	225.75
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 319.95 EACH	1	271.95	271.95
M844282-A	Cargo Light Type 3 with Illuminated high/low power switch NON CONTRACT ITEM BY MAXXIMA	1	93.42	93.42
ML150LR-7019	RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE NON CONTRACT ITEM	1	138.50	138.50
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	38	61.90	2,352.20
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 2 OF 5			
Product	Description	Qty	Cust. Price	Total
	INSTALL: **ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER** PREPARE AND RUN HARNESS FOR LIGHTS AND SPEAKER CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGECENY LIGHTING 1 X ECVDMTLAL00 (SAME LOCATION AS 2022 TAHOES) 1 X INSTALL BREAKER 1 X HIGH AMP IGNITION CUT OF RELAY 1 X LEGACY 55" LIGHTBAR 2 X TLIJ IN FRONT GRILL AREA WITH T-BRKT 2 X HERO-A IN FRONT HEADLIGHTS WITH CORRECT ADAPTER (ADPATER-9?) AND CABLE (HERO-21 TAHO HL CBL) FLASH RED/BLUE, 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER10 IN TAIL LIGHTS, FASH RED/BLUE 1 X COMMANDERPLUS 8-POD LED STICK, WIRE FOR WARNING AND TA R/R/R/R/B/B/B/B 1 X MAXIMMA # M844282-A CARGO ILLUMINATION LIGHT UNDER REAR COMMANDERPLUS INSTALL FULL CENTER CONSOLE WITH: 1 X C-VS-1012-TAH-1 CONSOLE 1 X EQUIPMENT BRACKET FOR CONTROLLER C-EB40-CCS-1P AND NECESSARY FILLER PLATES TO ENCLOSE CONSOLE 1 X 12VT PLATE WITH 3-12VT OUTLETS (C-LP-3) 1 X DUAL CUP HOLDER (CUP2-1004 1 X ARMREST (C-ARM-103) 1 X C-HDM-214 ON SIDE OF CONSOLE 1 X C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X POWER ADAPTERS FOR COMPUTER (GE19-16-4) WITH MOUNT BRACKET (ASMTL-00331)			
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 2 OF 5			
Product	Description	Qty	Cust. Price	Total
INSTALL	1 X USB ADAPTER 1 X PRO-GARD D2951, PRINTER HOLDER (CUSTOMER TO PROVIDE PRINTER AND PRINTER CABLES) 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION 1 X PRISONER PARTITION WITH CENTER SLIDER AND MESH INSERT 1 X REAR TRANSPORT SEAT WITH OBS 1 X REAR CARGO BARRIER (MESH) 1 X WINDOW BARS 1 X SANTA CRUZ GUN LOCK MOUNT HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	61.90	433.30
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows: EMERGENCY VEHICLE DIVISION QUOTES VALID 30 DAYS SPECIALTY VEHICLE DIVISION QUOTES VALID 10 DAYS		Subtotal		\$11,361.87
		Sales Tax (7.00%)		\$0.00
		Total		\$11,361.87
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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Date	Estimate #
9/14/2022	35281

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL PS 246			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG, COPY OF NEW ADDENDUM EFFECTIVE 5/07/22 IS ATTACHED ****THIS QUOTE IS FOR (1) 2023 TAHOE PPV MARKED PATROL, TOTAL NUMBER OF VEHICLES WILL BE (5) **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE IS GOOD FOR 60 DAYS **			
ECVDMLTAL00	LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens SOUND-OFF LIST \$ 114.00 EACH	1	68.40	68.40
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 NON CONTRACT ITEM	1	115.82	115.82
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$ 4645.45 EACH PACKAGE	1	2,555.00	2,555.00
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	1	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	1	0.00	0.00
CC5K6	CCSRN5 INSTALL KIT FOR 2021 TAHOE/SUB INCLUDED IN PACKAGE	1	0.00	0.00
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 3 OF 5			
Product	Description	Qty	Cust. Price	Total
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	1	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED IN PACKAGE	1	0.00	0.00
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 163.00 EACH	2	89.65	179.30
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	10.95	21.90
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	4	96.25	385.00
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR 2020 CHEVY SILVERADO FRONT TURN SIGNAL HELLA LIST \$ 19.00 EACH	2	10.45	20.90
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST \$ 38.00 EACH	2	20.90	41.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-4R 4B	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 4 RED AND 4 BLUE PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	9.95	19.90
C-VS-1012-TAH-1	Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle HAVIS LIST \$ \$742.93 EACH	1	482.90	482.90
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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9/14/2022	35281

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 3 OF 5			
Product	Description	Qty	Cust. Price	Total
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	1	0.00	0.00
*	HAVIS FILLER PLATES TO ENCLOSE CONSOLE INCLUDED WITH CONSOLE	1	0.00	0.00
C-AP-0625	6" accessory pocket, 2.5" deep HAVIS LIST \$ 63.67 EACH	1	41.39	41.39
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount) HAVIS LIST \$ 63.50 EACH	1	41.28	41.28
C-LP-3	3 Lighter plug outlets. 2" HAVIS LIST \$ 49.97 EACH	1	32.48	32.48
C-ARM-103	Armrest for top mount, console, large pad HAVIS LIST \$ 158.28 EACH	1	102.88	102.88
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST \$ 349.07 EACH	1	226.90	226.90
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount HAVIS LIST \$ 135.14 EACH)	1	87.84	87.84
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices HAVIS LIST \$ 328.95 EACH	1	242.30	242.30
GE19-16-4	LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER LIND LIST \$ 164.95 EACH	1	148.46	148.46
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST \$ 13.00 EACH	1	11.70	11.70
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST \$ 137.00 EACH	1	102.75	102.75
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014 PRO-GARD LIST \$ 1128.00 EACH	1	846.00	846.00
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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POMPANO BEACH LOCATION
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JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

Official Estimate

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DURAMAG

Date	Estimate #
9/14/2022	35281

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 3 OF 5			
Product	Description	Qty	Cust. Price	Total
S5705T21OSB	2021 Tahoe PPV Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and OSB's PRO-GARD LIST \$ 2053.00 EACH	1	1,539.75	1,539.75
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 301.00 EACH	1	225.75	225.75
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 319.95 EACH	1	271.95	271.95
M844282-A	Cargo Light Type 3 with Illuminated high/low power switch NON CONTRACT ITEM BY MAXXIMA	1	93.42	93.42
ML150LR-7019	RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE NON CONTRACT ITEM	1	138.50	138.50
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	38	61.90	2,352.20
Sales Tax (7.00%)				\$0.00
Phone #				Web Site
954-946-9955				WWW.STROBES-R-US.COM



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9/14/2022	35281

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PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 3 OF 5			
Product	Description	Qty	Cust. Price	Total
	INSTALL: **ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER** PREPARE AND RUN HARNESS FOR LIGHTS AND SPEAKER CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGECENY LIGHTING 1 X ECVDMILTAL00 (SAME LOCATION AS 2022 TAHOES) 1 X INSTALL BREAKER 1 X HIGH AMP IGNITION CUT OF RELAY 1 X LEGACY 55" LIGHTBAR 2 X TLIJ IN FRONT GRILL AREA WITH T-BRKT 2 X HERO-A IN FRONT HEADLIGHTS WITH CORRECT ADAPTER (ADPATER-9?) AND CABLE (HERO-21 TAHO HL CBL) FLASH RED/BLUE, 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER10 IN TAIL LIGHTS, FASH RED/BLUE 1 X COMMANDERPLUS 8-POD LED STICK, WIRE FOR WARNING AND TA R/R/R/R/B/B/B/B 1 X MAXIMMA # M844282-A CARGO ILLUMINATION LIGHT UNDER REAR COMMANDERPLUS INSTALL FULL CENTER CONSOLE WITH: 1 X C-VS-1012-TAH-1 CONSOLE 1 X EQUIPMENT BRACKET FOR CONTROLLER C-EB40-CCS-1P AND NECESSARY FILLER PLATES TO ENCLOSE CONSOLE 1 X 12VT PLATE WITH 3-12VT OUTLETS (C-LP-3) 1 X DUAL CUP HOLDER (CUP2-1004 1 X ARMREST (C-ARM-103) 1 X C-HDM-214 ON SIDE OF CONSOLE 1 X C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X POWER ADAPTERS FOR COMPUTER (GE19-16-4) WITH MOUNT BRACKET (ASMTL-00331)			
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 3 OF 5			
Product	Description	Qty	Cust. Price	Total
INSTALL	1 X USB ADAPTER 1 X PRO-GARD D2951, PRINTER HOLDER (CUSTOMER TO PROVIDE PRINTER AND PRINTER CABLES) 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION 1 X PRISONER PARTITION WITH CENTER SLIDER AND MESH INSERT 1 X REAR TRANSPORT SEAT WITH OBS 1 X REAR CARGO BARRIER (MESH) 1 X WINDOW BARS 1 X SANTA CRUZ GUN LOCK MOUNT HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	61.90	433.30
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows:		Subtotal		\$11,361.87
EMERGENCY VEHICLE DIVISION QUOTES		Sales Tax (7.00%)		\$0.00
SPECIALTY VEHICLE DIVISION QUOTES		Total		\$11,361.87
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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JUPITER LOCATION
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Official Estimate

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Date	Estimate #
9/14/2022	35282

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL PS 247			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG, COPY OF NEW ADDENDUM EFFECTIVE 5/07/22 IS ATTACHED ****THIS QUOTE IS FOR (1) 2023 TAHOE PPV MARKED PATROL, TOTAL NUMBER OF VEHICLES WILL BE (5) **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE IS GOOD FOR 60 DAYS **			
ECVDMLTAL00	LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens SOUND-OFF LIST \$ 114.00 EACH	1	68.40	68.40
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 NON CONTRACT ITEM	1	115.82	115.82
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$ 4645.45 EACH PACKAGE	1	2,555.00	2,555.00
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	1	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	1	0.00	0.00
CC5K6	CCSRN5 INSTALL KIT FOR 2021 TAHOE/SUB INCLUDED IN PACKAGE	1	0.00	0.00
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
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9/14/2022	35282

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: EDGAR MORLEY 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2023 TAHOE PATROL 4 OF 5			
Product	Description	Qty	Cust. Price	Total
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	1	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED IN PACKAGE	1	0.00	0.00
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 163.00 EACH	2	89.65	179.30
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	10.95	21.90
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	4	96.25	385.00
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR 2020 CHEVY SILVERADO FRONT TURN SIGNAL HELLA LIST \$ 19.00 EACH	2	10.45	20.90
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST \$ 38.00 EACH	2	20.90	41.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-4R 4B	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 4 RED AND 4 BLUE PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	9.95	19.90
C-VS-1012-TAH-1	Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle HAVIS LIST \$ \$742.93 EACH	1	482.90	482.90
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



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POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

Official Estimate

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Reference	2023 TAHOE PATROL 4 OF 5			
Product	Description	Qty	Cust. Price	Total
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4"	1	0.00	0.00
*	INCLUDED WITH CONSOLE			
	HAVIS FILLER PLATES TO ENCLOSE CONSOLE	1	0.00	0.00
	INCLUDED WITH CONSOLE			
C-AP-0625	6" accessory pocket, 2.5" deep	1	41.39	41.39
	HAVIS LIST \$ 63.67 EACH			
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	1	41.28	41.28
	HAVIS LIST \$ 63.50 EACH			
C-LP-3	3 Lighter plug outlets. 2"	1	32.48	32.48
	HAVIS LIST \$ 49.97 EACH			
C-ARM-103	Armrest for top mount, console, large pad	1	102.88	102.88
	HAVIS LIST \$ 158.28 EACH			
C-MD-112	Tilt/swivel slide motion adapter	1	226.90	226.90
	HAVIS LIST \$ 349.07 EACH			
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount	1	87.84	87.84
	HAVIS LIST \$ 135.14 EACH)			
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	242.30	242.30
	HAVIS LIST \$ 328.95 EACH			
GE19-16-4	LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER	1	148.46	148.46
	LIND LIST \$ 164.95 EACH			
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER	1	11.70	11.70
	LIND LIST \$ 13.00 EACH			
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer	1	102.75	102.75
	PRO-GARD LIST \$ 137.00 EACH			
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014	1	846.00	846.00
	PRO-GARD LIST \$ 1128.00 EACH			
Sales Tax (7.00%)				\$0.00
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Reference	2023 TAHOE PATROL 4 OF 5			
Product	Description	Qty	Cust. Price	Total
S5705T21OSB	2021 Tahoe PPV Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and OSB's PRO-GARD LIST \$ 2053.00 EACH	1	1,539.75	1,539.75
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 301.00 EACH	1	225.75	225.75
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 319.95 EACH	1	271.95	271.95
M844282-A	Cargo Light Type 3 with Illuminated high/low power switch NON CONTRACT ITEM BY MAXXIMA	1	93.42	93.42
ML150LR-7019	RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE NON CONTRACT ITEM	1	138.50	138.50
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	38	61.90	2,352.20
Sales Tax (7.00%)				\$0.00
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Reference	2023 TAHOE PATROL 4 OF 5			
Product	Description	Qty	Cust. Price	Total
	INSTALL: **ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER** PREPARE AND RUN HARNESS FOR LIGHTS AND SPEAKER CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGECENY LIGHTING 1 X ECVDMTLAL00 (SAME LOCATION AS 2022 TAHOES) 1 X INSTALL BREAKER 1 X HIGH AMP IGNITION CUT OF RELAY 1 X LEGACY 55" LIGHTBAR 2 X TLIJ IN FRONT GRILL AREA WITH T-BRKT 2 X HERO-A IN FRONT HEADLIGHTS WITH CORRECT ADAPTER (ADPATER-9?) AND CABLE (HERO-21 TAHO HL CBL) FLASH RED/BLUE, 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER10 IN TAIL LIGHTS, FASH RED/BLUE 1 X COMMANDERPLUS 8-POD LED STICK, WIRE FOR WARNING AND TA R/R/R/R/B/B/B/B 1 X MAXIMMA # M844282-A CARGO ILLUMINATION LIGHT UNDER REAR COMMANDERPLUS INSTALL FULL CENTER CONSOLE WITH: 1 X C-VS-1012-TAH-1 CONSOLE 1 X EQUIPMENT BRACKET FOR CONTROLLER C-EB40-CCS-1P AND NECESSARY FILLER PLATES TO ENCLOSE CONSOLE 1 X 12VT PLATE WITH 3-12VT OUTLETS (C-LP-3) 1 X DUAL CUP HOLDER (CUP2-1004 1 X ARMREST (C-ARM-103) 1 X C-HDM-214 ON SIDE OF CONSOLE 1 X C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X POWER ADAPTERS FOR COMPUTER (GE19-16-4) WITH MOUNT BRACKET (ASMTL-00331)			
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
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Reference	2023 TAHOE PATROL 4 OF 5			
Product	Description	Qty	Cust. Price	Total
INSTALL	1 X USB ADAPTER 1 X PRO-GARD D2951, PRINTER HOLDER (CUSTOMER TO PROVIDE PRINTER AND PRINTER CABLES) 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION 1 X PRISONER PARTITION WITH CENTER SLIDER AND MESH INSERT 1 X REAR TRANSPORT SEAT WITH OBS 1 X REAR CARGO BARRIER (MESH) 1 X WINDOW BARS 1 X SANTA CRUZ GUN LOCK MOUNT HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	61.90	433.30
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows: EMERGENCY VEHICLE DIVISION QUOTES VALID 30 DAYS SPECIALTY VEHICLE DIVISION QUOTES VALID 10 DAYS		Subtotal		\$11,361.87
		Sales Tax (7.00%)		\$0.00
		Total		\$11,361.87
Phone #	Fax #	E-mail	Web Site	
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Reference	2023 TAHOE PATROL PS 248			
Product	Description	Qty	Cust. Price	Total
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 18006AG, COPY OF NEW ADDENDUM EFFECTIVE 5/07/22 IS ATTACHED ****THIS QUOTE IS FOR (1) 2023 TAHOE PPV MARKED PATROL, TOTAL NUMBER OF VEHICLES WILL BE (5) **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE IS GOOD FOR 60 DAYS **			
ECVDMLTAL00	LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens SOUND-OFF LIST \$ 114.00 EACH	1	68.40	68.40
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 NON CONTRACT ITEM	1	115.82	115.82
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST \$ 65.00 EACH	1	48.75	48.75
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST \$ 4645.45 EACH PACKAGE	1	2,555.00	2,555.00
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	1	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	1	0.00	0.00
CC5K6	CCSRN5 INSTALL KIT FOR 2021 TAHOE/SUB INCLUDED IN PACKAGE	1	0.00	0.00
Sales Tax (7.00%)				\$0.00
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Reference	2023 TAHOE PATROL 5 OF 5			
Product	Description	Qty	Cust. Price	Total
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	1	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED IN PACKAGE	1	0.00	0.00
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	1	39.00	39.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST \$ 163.00 EACH	2	89.65	179.30
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 NON CONTACT ITEM	2	10.95	21.90
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST \$ 175.00 EACH	4	96.25	385.00
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR 2020 CHEVY SILVERADO FRONT TURN SIGNAL HELLA LIST \$ 19.00 EACH	2	10.45	20.90
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST \$ 38.00 EACH	2	20.90	41.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST \$ 19.00 EACH	2	10.45	20.90
COMMANDERPLUS8-4R 4B	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 4 RED AND 4 BLUE PODS SIGNAL VEHICLE LIST \$ 679.00 EACH	1	373.45	373.45
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" NON CONTRACT ITEM	2	9.95	19.90
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Reference	2023 TAHOE PATROL 5 OF 5			
Product	Description	Qty	Cust. Price	Total
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4"	1	0.00	0.00
*	INCLUDED WITH CONSOLE			
	HAVIS FILLER PLATES TO ENCLOSE CONSOLE	1	0.00	0.00
	INCLUDED WITH CONSOLE			
C-AP-0625	6" accessory pocket, 2.5" deep	1	41.39	41.39
	HAVIS LIST \$ 63.67 EACH			
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	1	41.28	41.28
	HAVIS LIST \$ 63.50 EACH			
C-LP-3	3 Lighter plug outlets. 2"	1	32.48	32.48
	HAVIS LIST \$ 49.97 EACH			
C-ARM-103	Armrest for top mount, console, large pad	1	102.88	102.88
	HAVIS LIST \$ 158.28 EACH			
C-MD-112	Tilt/swivel slide motion adapter	1	226.90	226.90
	HAVIS LIST \$ 349.07 EACH			
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount	1	87.84	87.84
	HAVIS LIST \$ 135.14 EACH)			
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	242.30	242.30
	HAVIS LIST \$ 328.95 EACH			
GE19-16-4	LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER	1	148.46	148.46
	LIND LIST \$ 164.95 EACH			
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER	1	11.70	11.70
	LIND LIST \$ 13.00 EACH			
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer	1	102.75	102.75
	PRO-GARD LIST \$ 137.00 EACH			
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014	1	846.00	846.00
	PRO-GARD LIST \$ 1128.00 EACH			
		Sales Tax (7.00%)		\$0.00
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Reference	2023 TAHOE PATROL 5 OF 5			
Product	Description	Qty	Cust. Price	Total
S5705T21OSB	2021 Tahoe PPV Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and OSB's PRO-GARD LIST \$ 2053.00 EACH	1	1,539.75	1,539.75
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST \$ 301.00 EACH	1	225.75	225.75
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST \$ 319.95 EACH	1	271.95	271.95
M844282-A	Cargo Light Type 3 with Illuminated high/low power switch NON CONTRACT ITEM BY MAXXIMA	1	93.42	93.42
ML150LR-7019	RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE NON CONTRACT ITEM	1	138.50	138.50
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	38	61.90	2,352.20
Sales Tax (7.00%)				\$0.00
Phone #				Web Site
954-946-9955				WWW.STROBES-R-US.COM



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Product	Description	Qty	Cust. Price	Total
	INSTALL: **ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER** PREPARE AND RUN HARNESS FOR LIGHTS AND SPEAKER CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGECENY LIGHTING 1 X ECVDMTLAL00 (SAME LOCATION AS 2022 TAHOES) 1 X INSTALL BREAKER 1 X HIGH AMP IGNITION CUT OF RELAY 1 X LEGACY 55" LIGHTBAR 2 X TLIJ IN FRONT GRILL AREA WITH T-BRKT 2 X HERO-A IN FRONT HEADLIGHTS WITH CORRECT ADAPTER (ADPATER-9?) AND CABLE (HERO-21 TAHO HL CBL) FLASH RED/BLUE, 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER10 IN TAIL LIGHTS, FASH RED/BLUE 1 X COMMANDERPLUS 8-POD LED STICK, WIRE FOR WARNING AND TA R/R/R/R/B/B/B/B 1 X MAXIMMA # M844282-A CARGO ILLUMINATION LIGHT UNDER REAR COMMANDERPLUS INSTALL FULL CENTER CONSOLE WITH: 1 X C-VS-1012-TAH-1 CONSOLE 1 X EQUIPMENT BRACKET FOR CONTROLLER C-EB40-CCS-1P AND NECESSARY FILLER PLATES TO ENCLOSE CONSOLE 1 X 12VT PLATE WITH 3-12VT OUTLETS (C-LP-3) 1 X DUAL CUP HOLDER (CUP2-1004 1 X ARMREST (C-ARM-103) 1 X C-HDM-214 ON SIDE OF CONSOLE 1 X C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X POWER ADAPTERS FOR COMPUTER (GE19-16-4) WITH MOUNT BRACKET (ASMTL-00331)			
Sales Tax (7.00%)				\$0.00
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Reference	2023 TAHOE PATROL 5 OF 5			
Product	Description	Qty	Cust. Price	Total
INSTALL	1 X USB ADAPTER 1 X PRO-GARD D2951, PRINTER HOLDER (CUSTOMER TO PROVIDE PRINTER AND PRINTER CABLES) 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION 1 X PRISONER PARTITION WITH CENTER SLIDER AND MESH INSERT 1 X REAR TRANSPORT SEAT WITH OBS 1 X REAR CARGO BARRIER (MESH) 1 X WINDOW BARS 1 X SANTA CRUZ GUN LOCK MOUNT HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	61.90	433.30
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	1	50.00	50.00
Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows: EMERGENCY VEHICLE DIVISION QUOTES VALID 30 DAYS SPECIALTY VEHICLE DIVISION QUOTES VALID 10 DAYS		Subtotal		\$11,361.87
		Sales Tax (7.00%)		\$0.00
		Total		\$11,361.87
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM Change Order No. 1 - SCADA System Upgrades Main Water Treatment Plant (Task Order
#12: No. 227) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund)
- Eckler Engineering, Inc.

Summary: On October 12, 2017, the Village Council approved Task Order No. 227 with Eckler Engineering, Inc. for the professional engineering services (i.e., design, bidding, and construction services) related to the proposed SCADA system upgrades at the Main water Treatment Plant for \$93,965.70.

During the design process, multiple changes in scope were made to the design with input from various staff. Additional systems were also requested to be added to the SCADA system network. During the construction phase, the Utilities staff requested additional project management time to ensure the completed SCADA upgrades were completed correctly and according to design specifications. During the original project approval by the Council, Task Orders No. 226 and No. 227 were approved, which included the Pratt and Main Water Treatment Plant SCADA system upgrades. However, it was later decided by Utilities management to separate the bidding and award of these two projects, which would increase the individual costs for design, bidding, and project management costs.

As a result, the Village's Engineering Consultant, Eckler Engineering, is requesting an amendment to the approved Task Order No. 227 (Change Order No. 1) for \$40,160.46 for additional engineering services.

<u>Work to be Completed</u>	<u>Contract Amount</u>
Original Contract Amount	\$93,965.70
Change Order No. 1	\$40,160.46
Revised Contract Amount	\$134,126.16

If approved, it is estimated that the construction will be completed on the SCADA upgrades at the Main Water Treatment Plant by January 2023.

The proposed Change Order No. 1 was prepared by Eckler Engineering and reviewed by the Village's Utilities Director and the Assistant Utilities Director.

FISCAL IMPACT:

Funding to support the SCADA System Upgrades Main Water Treatment Plant Project (Task Order No. 227) was provided by the Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services for the term of the contract. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed Work Authorization (Change Order No. 1) - Eckler Engineering, Inc.
2. Work Authorization (Task Order No. 227) - Eckler Engineering, Inc.

May 18, 2021
400-000.BD

Mr. Paul Ward
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Ward:

Reference: Proposal for Engineering Services
Construction Phase for the
SCADA System Upgrades Main Water Treatment Plant
Eckler Engineering Task Order No. 227 (Rev 1)

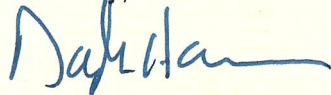
Enclosed is revised Task Order No. 227 (Rev 1) outlining the engineering services required for engineering services during construction for the Main WTP SCADA System Upgrades.

Eckler Engineering proposes to provide the engineering services during construction on an hourly rate plus direct expenses basis not to exceed \$67,300.00 without the additional authorization of the Village Council. The attached task order does not modify or revise the design phase services completed for the SCADA System Upgrades Main and R.L. Pratt WTP's. This task order has been revised to address engineering services during construction for SCADA Upgrades Main WTP only.

If this task order meets with your approval, please coordinate placing on the next available Village Council Agenda. Following Council approval, please return one executed copy and the necessary Village of Palm Springs purchase order to our office approving Authorization to Proceed.

Eckler Engineering looks forward to the opportunity of continuing to provide professional engineering services to the Village of Palm Springs on this project. If you have any questions or require additional information pertaining to this Work Authorization, please do not hesitate to contact me.

Sincerely,



Douglas K. Hammann, P.E.

Encl.



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE TASK ORDER

DATE: May 18, 2021

TASK ORDER NO. 227 (Rev 1) FOR CONSULTING SERVICES

VILLAGE RFQ. NO.: 2016-002

G/L CODE: 41336-56300

ECKLER ENGINEERING PROJECT NO.: 400-077.01

PROJECT TITLE: SCADA System Upgrades
Main Water Treatment Plant - SDC

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018 between the Village of Palm Springs ("VILLAGE"), and Eckler Engineering, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The original SCADA System Improvements completed at the Main Water Treatment Plant were designed for future networking and incorporation of the onsite control systems at the facility. This project proposes to integrate the existing control systems into the existing SCADA system.

The existing SCADA system servers, workstation, and software will be approaching 12 years of age by the time the SCADA system upgrades are completed under the current proposed schedule. It is recommended that new computers and software be provided as part of this upgrade to provide for an operational system moving forward with current technology.

II. SCOPE OF SERVICES

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

A. DESIGN PHASE

No revisions from original Task Order No. 227 approved by Village Council on October 12, 2017.

B. CONSTRUCTION PHASE

TASK C1 – PROJECT ADMINISTRATION/MANAGEMENT

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

TASK C2 - PRECONSTRUCTION ACTIVITIES PRIOR TO NOTICE TO PROCEED

After issuance of a Notice of Award by VILLAGE, assist in the preparation and signing of the Contract Documents. The CONSULTANT will also undertake other preconstruction activities which include coordinating, attending and preparing minutes of the preconstruction conference meeting and assisting the Contractor in finalizing the permits required for the construction of this project by providing the required number of signed/sealed drawing sets.

TASK C3 - CONSULT AND ADVISE

Provide technical advice and assistance to VILLAGE during the construction period and provide necessary interpretations and clarifications of the Contract Documents as required by VILLAGE or Contractor by responding to RFI's or other documentation.

TASK C4 - REVIEW SHOP DRAWINGS

Review Shop Drawings and samples, the results of tests and inspections, and other data submitted by the Contractor in accordance with the Contract Documents. A total of seventeen (17) submittals is the estimated basis for this item's budget.

TASK C5 - REVIEW PAY REQUESTS AND SCHEDULES

Review estimated twelve (12) monthly pay requests and make recommendations for payment to VILLAGE. Monthly pay requests will be reviewed in the field and an agreement reached between the Contractor, VILLAGE's project representative(s), and the CONSULTANT prior to formal submittal to VILLAGE for payment. Review the Contractor's preliminary and monthly progress schedules through completion.

TASK C6 - PERFORM PERIODIC AND MILESTONE INSPECTIONS

CONSULTANT will make periodic site visits at intervals appropriate to the various stages of construction to observe the work, determine conformity with the plans and specifications, and compliance with the construction permits. It is anticipated that there will be a total of eight (8) visits.

Perform inspections to determine that the project has achieved substantial completion and readiness for final acceptance and that the work has been completed in general conformance with the Contract Documents to certify completion of construction to permitting agencies, where applicable. Four (4) such site visits are anticipated.

TASK C7 - PROGRESS MEETINGS

Attend ten (10) monthly construction related progress meetings. CONSULTANT shall schedule, preside over, and generate/distribute minutes of these meetings. The purpose of these meetings is to formally coordinate the activities of the CONTRACTOR and VILLAGE to resolve any conflicts and to review work progress and procedures required to satisfactorily complete the work.

TASK C8 - CONTRACT MODIFICATIONS

Develop the necessary data, notes and clarification drawings required to prepare contract modifications to reflect adjustments to the construction project. One (1) contract modification incorporating a total of four (4) items, is the estimated basis for this budget item.

TASK C9 - PROJECT CLOSEOUT

Review the Contractor's record drawing information which shows the work as it was constructed. Prepare for VILLAGE record drawings and prints showing those changes made during the construction process based upon information provided by the Contractor as follows:

1. CONSULTANT shall prepare record drawings based on Contractor's field data (for each facility).
2. CONSULTANT shall submit record documents to VILLAGE.
3. CONSULTANT shall attend the final project reconciliation meetings with VILLAGE and CONTRACTOR.

TASK C10 - REGULATORY AGENCY DOCUMENTATION AND PROJECT CLOSEOUT SUBMITTALS

Project services in connection with preparing acknowledgment of Final Completion construction submittals with record drawings to the following agencies.

1. Village of Palm Springs Building Department

TASK C11 - SPECIAL SERVICES

The CONSULTANT shall provide special services during construction consisting of the following items:

Resident Services

To monitor that project is constructed in complete conformance with the Contract Documents.

Services which will be provided by the CONSULTANT's resident project representative will consist of the following:

Make periodic on-site field observations of the Contractor's performance. The limits of the authority of the on-site representative are as defined within the Construction Contract Documents.

1. Observe any tests and review the results of tests required of the Contractor by the Contract Documents.
2. Observe the placement of reinforcing steel and all concrete pours. Observe the construction of all piping and equipment placement.
3. Assist with commissioning, startup and check out the operation of all new equipment and control systems.
4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.
5. In order to estimate the efforts of the CONSULTANT's project representative, it is anticipated that a person would need to visit the project site forty (40) times, approximately 4 hours per visit.

III. DELIVERABLES

Project deliverables shall be in accordance with Attachment 1.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Task Order within the schedule outlined in Attachment 2.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services as outlined below and further detailed in Attachment 3.

A. DESIGN PHASE

1. No Revision.

B. CONSTRUCTION PHASE

1. For services described in Part II. B. - Construction Phase, Tasks C1 through C11, the hourly rates specified in the First Amendment to Professional Services Agreement (Engineering Services) dated September 13, 2018 for personnel working directly on the project plus direct expenses in connection therewith, not to exceed fee **\$67,300** without prior Council approval. Eckler Engineering will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. Consultant reserves the right to reallocate funds from task to task when needed for proper completion of the project. Any unused portion of this estimated not-to-exceed total fee will not be billed to the VILLAGE.

VI. ASSUMPTIONS

This Task Order does not include the provision of the following items:

- A. Payment of permit fees.
- B. Any expert witness or testimony services.
- C. Services not specifically indicated in this Task Order.

This Task Order assumes the following data or assistance will be provided by VILLAGE:

- A. Attendance at project meetings.
- B. General project review, where required.
- C. Provide pertinent project data and information available from VILLAGE when requested by CONSULTANT.
- D. Facility access and other project related information requested by CONSULTANT.
- E. VILLAGE Project Representative Services (Part time when CONSULTANT's representative is not on site.)

Services which will be provided by the VILLAGE resident project representative will include the following:

1. Monitor that project is constructed in conformance with the Contract Documents.

2. Make periodic on-site field observations of the Contractor's performance. The limits of the authority of the on-site representative are as defined within the Contract Documents.
3. Observe field tests and review the results of tests required by the Contract Documents.
4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.
5. Provide daily reports of Design/Build Contractor activity to the CONSULTANT on a form provided by the CONSULTANT.
6. Provide photographs of the work during construction showing typical construction progress.
7. Keep the CONSULTANT informed of any changes which need to be made and assist CONSULTANT with the change decision.
8. Be present at all required times for permit compliance.

(Remainder of page left blank intentionally.)

VII. AGREEMENT REFERENCE

The work authorized under this Task Order shall be performed under the terms and conditions described within the Professional Services Agreement dated September 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and Eckler Engineering, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ECKLER ENGINEERING, INC.

By: 

Print Name: Douglas K. Hammann, P.E.

Title: President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT 1
TASK ORDER NUMBER 227
SCADA SYSTEM UPGRADES
MAIN WATER TREATMENT PLANT
PRELIMINARY PROJECT SCHEDULE

<u>Activity</u>	<u>Duration (Days)</u>	<u>Cumulative Time (Days)</u>
Authorization to Proceed	0	0
Construction (Final Completion)	300	300
Project Closeout	14	314

Detailed schedule will be provided upon receipt from General Contractor.

(Remainder of page left blank intentionally.)

ATTACHMENT 2
TASK ORDER NUMBER 227
SCADA SYSTEM UPGRADES
MAIN WATER TREATMENT PLANT

LIST OF PROJECT DELIVERABLES

CONSTRUCTION PHASE

A. Pre-Construction

1. Three (3) sets of 22" x 34" signed/sealed drawings and specifications for VILLAGE's Building Permit Submittal.
2. Three (3) sets of drawings (11" x 17") and specifications for VILLAGE's use during construction.
3. Three (3) sets of drawings (11" x 17") and specifications for CONTRACTOR's use during construction.
4. Three (3) sets of drawings (11" x 17") and specifications for Sub-CONSULTANT's use during construction.
5. Pre-construction conference meeting agenda and minutes.

B. Shop Drawings

1. Copies of accepted and final shop drawings.

C. Construction Inspection

1. Site visit reports will be provided for each site visit in accordance with Task(s) C6 and C11 of this Task Order.

D. Progress Meetings

1. Copies of all project meeting minutes.

E. Contract Modifications

1. Four (4) copies of all completed contract modifications.

F. Pay Requests

1. Copies of reviewed and approved partial and final pay request applications.

G. Record Drawings and Project Closeout

1. Two (2) sets of record drawings.
2. Two (2) CD's with record drawings in .pdf and ACAD formats.

H. Commissioning and Startup Reports.

1. Copies of all reports per Specifications.

(Remainder of page left blank intentionally.)

VILLAGE OF PALM SPRINGS

SCADA SYSTEM UPGRADES MAIN WTP TASK ORDER NO. 227 TABLE 3

I. ENGINEERING SERVICES DURING CONSTRUCTION

DATE: May 18, 2021

	TASK DESCRIPTION	PERSONNEL										
		Principal	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative
C1	Project Administration/Management		5									20
C2	Preconstruction Activities Prior to Notice to Proceed		6						1	1		2
C3	Consult and Advise		4	4					4	4		2
C4	Review Shop Drawings		9	17		17						4
C5	Review Pay Requests and Schedules		0	17								4
C6	Perform Periodic and Milestone Inspections		20	16								4
C7	Progress Meetings		40	48								6
C8	Contract Modifications		4	4								4
C9	Project Closeout		2	8					18			2
C10	Regulatory Agency Documentation and Project Closeout Submittals		2							2		2
C11	Special Services										160	20
C12	Not Used											
Total Hours		0	92	114	0	17	0	0	23	7	160	70
Rate		\$205.00	\$180.00	\$137.00	\$123.00	\$107.00	\$91.00	\$121.00	\$110.00	\$92.00	\$95.00	\$70.00
Sub-Total Labor		\$0.00	\$16,560.00	\$15,618.00	\$0.00	\$1,819.00	\$0.00	\$0.00	\$2,530.00	\$644.00	\$15,200.00	\$4,900.00
TOTAL LABOR											\$57,271.00	\$57,271.00

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	0	\$35.00	\$0.00
	Full Size Drawings (22" x 34")	EA	0	\$81.20	\$0.00
	Specification Booklets	EA	0	\$45.00	\$0.00
	Record Document CD's	EA	0	\$10.00	\$0.00
2	PHOTOCOPIES	EA	0	\$0.25	\$0.00
	PLOTTING				
3	22 X 34 (SET UP)	EA	0	\$15.00	\$0.00
	11 X 17 (SET UP)	EA	70	\$3.00	\$210.00
4	TRAVEL				
	MILEAGE	MILE	3,888	\$0.560	\$2,177.28
	TOLLS	EA	54	\$3.30	\$178.20
	SUBCONSULTANTS				
5	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$7,500.00	\$7,500.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	ARCHITECTURAL	LS	0	\$0.00	\$0.00
	HVAC	LS	0	\$0.00	\$0.00
TOTAL EXPENSES					\$10,065.48

GRAND TOTAL \$67,336.48

USE \$67,300.00



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE TASK ORDER

DATE: September 28, 2017

& 227

TASK ORDER NO. 226 FOR CONSULTING SERVICES

VILLAGE RFQ. NO.: 2016-002

G/L CODE: ~~41336-56300~~ 41400-56326 -R.L. Pratt
41400-56327 - Main

ECKLER ENGINEERING PROJECT NO.: 400-077.01

PROJECT TITLE: SCADA System Upgrades
Main and R. L. Pratt Water Treatment Plants

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 15, 2016 between the Village of Palm Springs ("VILLAGE"), and Eckler Engineering, Inc. ("CONSULTANT") hereafter referred to as the Agreement, approved via Resolution 2016-25.

I. PROJECT DESCRIPTION

The original SCADA System Improvements completed at the Main and R. L. Pratt Water Treatment Plants were designed for future networking and incorporation of the onsite control systems at both facilities. This project proposes to integrate the existing control systems into the existing SCADA system.

The existing SCADA system servers, workstation, and software at both facilities will be approaching 7 years of age by the time the SCADA system upgrades are completed under the current proposed schedule. It is recommended that new computers and software be provided as part of this upgrade to provide for an operational system moving forward with current technology.

MAIN WTP

- A. To complete the overall SCADA system upgrade at this facility, the following scope of work is proposed:
1. Installation of remote input/output (I/O) panels at various locations to interface with existing field instruments and control panels. Remote I/O panels are recommended at the following locations:

- Existing plant main control panel (MCP) located in the chemical feed building. This location will interface with plant process areas inclusive of: Spiractors, chemical feed systems (lime and hexametaphosphate), chlorine contact basin residual meter, contact basin transfer pumps, normal/emergency power systems and finished water storage.
 - Washwater recovery basin area. During final design it will be determined if these systems can be interfaced with the proposed MCP remote I/O panel.
2. New remote telemetry unit (RTU) at the Main Sanitary Lift Station.
 3. Remove existing Sodium Hypochlorite system control panel and replace with new panel designed for current equipment operation and new PLC.
 4. Removal of obsolete PLC equipment and replacement with Allen Bradley Control Logixs PLC's at the following locations:
 - Filters' control panel.
 - High service pump control panel.
 - MIEX area control panel (communication coordination only).
 - MIEX transfer control panel.
 5. New SCADA computer servers (one primary and one hot backup), Fiber Optic Ethernet switch to connect each remote PLC, two operator work station(s) (work stations shall consist of screen, keyboard and mouse), 60-inch overview wall monitor, remote monitor screen in Lab, updated Trihedral VT SCADA software, and a new SCADA control system console furniture and accessories.
 6. New panel-mounted industrial PC's to allow for HMI access to the plant-wide SCADA system at the following locations:
 - MCP remote I/O panel.
 - Filtration system control panel.
 - MIEX transfer control panel.

7. New Fiber Optic Ethernet data transmission raceways from the remote I/O

panels and PLC panels. These fiber raceways will provide Ethernet communication from all of the various devices to the central SCADA server systems located in the laboratory building SCADA control room.

8. Migration of all PLC programs and all additional programming requirements necessary for a complete functional SCADA system. This includes programming of all new PLC's, the central SCADA computer system databases and HMI screens. The proposed industrial panel-mounted PC's will replicate the HMI interface screens of the main SCADA computers inclusive of all plant-wide facilities and wellfield operations.

R. L. PRATT WTP

- A. To complete the overall SCADA system upgrade at this facility, the following scope of work is proposed:

1. New remote input/output (I/O) panel(s) at various locations to interface with existing field instruments and control panels. Remote I/O panel(s) are recommended at the following locations:
 - Existing plant main control panel (MCP) located on 2nd floor of control building. This location will interface with plant process areas inclusive of: Spiractors, chemical feed systems (lime and hexametaphosphate), chlorine contact basin residual meter, contact basin transfer pumps, normal/emergency power systems and finished water storage.
 - ATS/MCC Area to monitor normal and emergency power functions.
2. New control panel and remote telemetry unit (RTU) at the plant site Sanitary Lift Station.
3. Remove existing Sodium Hypochlorite system control panel and replace with new panel designed for current equipment operation and new PLC.
4. Removal of obsolete PLC equipment and replacement with Allen Bradley Control Logixs PLC's at the following locations:
 - Main pump control panel (MPCP).
 - High service pump control panel.
 - MIEX area control panel (communication coordination only).

- MIEX transfer control panel.
- 5. New SCADA computer servers (one primary and one hot backup), Fiber Optic Ethernet switch to connect each remote PLC, two operator work station(s) (work stations shall consist of screen, keyboard and mouse), 60-inch overview wall monitor, remote monitor screen in Lab, updated Trihedral VT SCADA software, and a new SCADA control system console furniture and accessories.
- 6. New panel-mounted industrial PC's to allow for HMI access to the plant-wide SCADA system at the following locations:
 - MCP remote I/O panel.
 - Filtration system control panel.
 - MIEX transfer control panel.
- 7. Remove existing filter control panel and furnish and install new filter panels with PLC's.
- 8. New Fiber Optic Ethernet data transmission raceways from the remote I/O panels and PLC panels. These fiber raceways will provide Ethernet communication from all of the various devices to the central SCADA server systems located in the 2nd floor control building SCADA control room.
- 9. Migration of all PLC programs and all additional programming requirements necessary for a complete functional SCADA system. This includes programming of all new PLC's, the central SCADA computer system databases and HMI screens. The proposed industrial panel-mounted PC's will replicate the HMI interface screens of the main SCADA computers inclusive of all plant-wide facilities and wellfield operations.

II. SCOPE OF SERVICES

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

A. DESIGN PHASE

The Design Phase will include the following services:

TASK D1 - PROJECT ADMINISTRATION/MANAGEMENT

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

TASK D2 - DATA GATHERING AND PRELIMINARY COORDINATION

This task focuses on obtaining the necessary preliminary information required to prepare detailed engineering plans and specifications.

1. Visit the site and review pertinent features that may impact design and/or construction.
2. Collect existing facility's data including field conditions, access, and other information needed to complete the design.
3. Meet with appropriate VILLAGE staff to discuss the project requirements.
4. Coordinate project design and system equipment requirements with sub-CONSULTANT(s).

TASK D3 - PRELIMINARY DESIGN REPORT

This task not required. The design conditions are currently known and defined.

TASK D4 - DRAWINGS AND ENGINEERING

This task consists of the engineering and the development of plans necessary to construct this project. The CONSULTANT will prepare detailed drawings for the proposed work as discussed in this task order. A tentative list of drawings to be prepared for this project is presented in ATTACHMENT 1.

To maintain the FDEP permit files separate, drawing sets will be required for each facility.

Additionally, these facilities fall under the jurisdiction of two different building departments, each of which will require complete site specific drawing sets.

TASK D5 - SPECIFICATION PREPARATION

1. Prepare Standard EJCDC (2013 Edition) Contract Forms, Bidding Documents and Contract Conditions required for this project.
2. Prepare technical specifications required for this project in Division 1 through Division 16. These specifications, utilizing the CSI format, will be prepared and will consist of written technical descriptions of materials, equipment and construction systems, standards and workmanship required for this project as developed by CONSULTANT. A tentative list of

specification sections to be prepared for this project is presented in ATTACHMENT 2.

TASK D6 - PERMIT PREPARATION ASSISTANCE

This task consists of the preparation of the following construction permit application submittals:

1. No regulatory permits are anticipated. Work required does not impact Part III per FAC 62-555.520.(1).(d).10. Notification to the Department per Rule will be provided.

Any additional permits required beyond the above will be considered as outside the scope of this proposal.

TASK D7 - PREPARE OPINION(S) OF PROBABLE CONSTRUCTION COST

Prepare the 90%, 100% and final completion level(s) opinion of probable construction cost for new facilities and improvements proposed under this project.

TASK D8 - BIDDING ASSISTANCE SERVICES

This task will include work necessary to assist the VILLAGE with the bidding of the project. This work may include the following:

1. Coordination of VILLAGE bid requirements followed by preparation of electronic bid documents for distribution by the Village Clerk's office. Bidding documents shall be in .pdf format on CD.
2. Respond to communications from contractors, and issue addenda information as required.
3. Attend the prebid meeting and prepare/distribute minutes to registered bidding contractors.
4. Attend the bid opening and tabulate the bids provided by interested contractors.

TASK D9 - BID EVALUATION AND RECOMMENDATION OF AWARD ASSISTANCE

This task shall consist of the review and evaluation of the bids and the recommendation of a bidder for award of a contract. A recommendation of award letter shall be prepared and submitted to VILLAGE.

TASK D10 - SUBMIT AND REVIEW (QUALITY CONTROL)

The CONSULTANT will make the following submittals at various completion levels of this project for the purpose of VILLAGE's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss and receive comments from the VILLAGE. The VILLAGE's comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

1. 90% Drawings and Specifications
2. 100% Drawings and Specifications
3. Final Drawings and Specifications

The CONSULTANT will incorporate the agreed-upon revisions made by the VILLAGE.

A total of three (3) meeting(s) with the VILLAGE is the level of effort for this Task.

B. CONSTRUCTION PHASE

TASK C1 – PROJECT ADMINISTRATION/MANAGEMENT

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

TASK C2 - PRECONSTRUCTION ACTIVITIES PRIOR TO NOTICE TO PROCEED

After issuance of a Notice of Award by VILLAGE, assist in the preparation and signing of the Contract Documents. The CONSULTANT will also undertake other preconstruction activities which include coordinating, attending and preparing minutes of the preconstruction conference meeting and assisting the Contractor in finalizing the permits required for the construction of this project by providing the required number of signed/sealed drawing sets.

TASK C3 - CONSULT AND ADVISE

Provide technical advice and assistance to VILLAGE during the construction period and provide necessary interpretations and clarifications of the Contract Documents as required by VILLAGE or Contractor by responding to RFI's or other documentation.

TASK C4 - REVIEW SHOP DRAWINGS

Review Shop Drawings and samples, the results of tests and inspections, and other data submitted by the Contractor in accordance with the Contract Documents. A total of seventeen (17) submittals is the estimated basis for this item's budget.

TASK C5 - REVIEW PAY REQUESTS AND SCHEDULES

Review estimated twelve (12) monthly pay requests and make recommendations for payment to VILLAGE. Monthly pay requests will be reviewed in the field and an agreement reached between the Contractor, VILLAGE's project representative(s), and the CONSULTANT prior to formal submittal to VILLAGE for payment. Review the Contractor's preliminary and monthly progress schedules through completion.

TASK C6 - PERFORM PERIODIC AND MILESTONE INSPECTIONS

CONSULTANT will make periodic site visits at intervals appropriate to the various stages of construction to observe the work, determine conformity with the plans and specifications, and compliance with the construction permits. It is anticipated that there will be a total of four (4) visits.

Perform inspections to determine that the project has achieved substantial completion and readiness for final acceptance and that the work has been completed in general conformance with the Contract Documents to certify completion of construction to permitting agencies, where applicable. Four (4) such site visits are anticipated.

TASK C7 - PROGRESS MEETINGS

Attend six (6) monthly construction related progress meetings. CONSULTANT shall schedule, preside over, and generate/distribute minutes of these meetings. The purpose of these meetings is to formally coordinate the activities of the CONTRACTOR and VILLAGE to resolve any conflicts and to review work progress and procedures required to satisfactorily complete the work.

TASK C8 - CONTRACT MODIFICATIONS

Develop the necessary data, notes and clarification drawings required to prepare contract modifications to reflect adjustments to the construction project. One (1) contract modification incorporating a total of four (4) items, is the estimated basis for this budget item.

TASK C9 - PROJECT CLOSEOUT

Review the Contractor's record drawing information which shows the work as it was constructed. Prepare for VILLAGE record drawings and prints showing those changes made during the construction process based upon information provided by the Contractor as follows:

1. CONSULTANT shall prepare record drawings based on Contractor's field data (for each facility).
2. CONSULTANT shall submit record documents to VILLAGE.
3. CONSULTANT shall attend the final project reconciliation meetings with VILLAGE and CONTRACTOR.

TASK C10 - REGULATORY AGENCY DOCUMENTATION AND PROJECT CLOSEOUT SUBMITTALS

Project services in connection with preparing acknowledgment of Final Completion construction submittals with record drawings to the following agencies.

1. Village of Palm Springs Building Department
2. Palm Beach County Building Department

TASK C11 - SPECIAL SERVICES

The CONSULTANT shall provide special services during construction consisting of the following items:

Resident Services

To monitor that project is constructed in complete conformance with the Contract Documents.

Services which will be provided by the CONSULTANT's resident project representative will consist of the following:

Make periodic on-site field observations of the Contractor's performance. The limits of the authority of the on-site representative are as defined within the Construction Contract Documents.

1. Observe any tests and review the results of tests required of the Contractor by the Contract Documents.
2. Observe the placement of reinforcing steel and all concrete pours. Observe the construction of all piping and equipment placement.
3. Assist with commissioning, startup and check out the operation of all new equipment and control systems.
4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.
5. In order to estimate the efforts of the CONSULTANT's project representative, it is anticipated that a person would need to visit the project site thirty (30) times, approximately 4 hours per visit.

III. DELIVERABLES

Project deliverables shall be in accordance with Attachment 1.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Task Order within the schedule outlined in Attachment 2.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services as outlined below and further detailed in Attachments 5 and 6.

A. DESIGN PHASE

1. For services described in Part II. A. - Design Phase, Tasks D1 through D10, the lump sum fee of **\$133,700.**

B. CONSTRUCTION PHASE

1. For services described in Part II. B. - Construction Phase, Tasks C1 through C11, the hourly rates specified in the First Amendment to Professional Services Agreement (Engineering Services) dated May 3, 2016 for personnel working directly on the project plus direct expenses in connection therewith, not to exceed fee **\$54,300** without prior Council approval. Eckler Engineering will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering

services. Any unused portion of this estimated not-to-exceed fee will not be billed to the VILLAGE.

VI. ASSUMPTIONS

This Task Order does not include the provision of the following items:

- A. Payment of permit fees.
- B. Any expert witness or testimony services.
- C. Services not specifically indicated in this Task Order.

This Task Order assumes the following data or assistance will be provided by VILLAGE:

- A. Attendance at project meetings.
- B. General project review, where required.
- C. Provide pertinent project data and information available from VILLAGE when requested by CONSULTANT.
- D. Facility access and other project related information requested by CONSULTANT.
- E. VILLAGE Project Representative Services (Part time when CONSULTANT's representative is not on site.)

Services which will be provided by the VILLAGE resident project representative will include the following:

1. Monitor that project is constructed in conformance with the Contract Documents.
2. Make periodic on-site field observations of the Contractor's performance. The limits of the authority of the on-site representative are as defined within the Contract Documents.
3. Observe field tests and review the results of tests required by the Contract Documents.
4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.

5. Provide daily reports of Design/Build Contractor activity to the CONSULTANT on a form provided by the CONSULTANT.
6. Provide photographs of the work during construction showing typical construction progress.
7. Keep the CONSULTANT informed of any changes which need to be made and assist CONSULTANT with the change decision.
8. Be present at all required times for permit compliance.

VII. AGREEMENT REFERENCE

The work authorized under this Task Order shall be performed under the terms and conditions described within the Professional Services Agreement dated April 15, 2016, by and between the Village of Palm Springs ("VILLAGE") and Eckler Engineering, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ECKLER ENGINEERING, INC.

By: 

Print Name: Douglas K. Hammann, P.E.

Title: President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT 1

TASK ORDER NUMBER 2XX

SCADA SYSTEM UPGRADES

MAIN AND R. L. PRATT WATER TREATMENT PLANTS

TENTATIVE LIST OF DRAWINGS

I. Main WTP

<u>Drawing Sheet No.</u>	<u>Title</u>
---------------------------------	---------------------

General

	Cover sheet
G-1	Project Location Map & Index to Drawings
G-2	General Notes and Abbreviations
G-3	Process and Instrumentation Legends (Sheet 1)
G-4	Process and Instrumentation Legends (Sheet 2)
G-5	Design Criteria (Sheet 1)
G-6	Design Criteria (Sheet 2)
G-7	Sequence of Coordination and Coordination

Civil

C-1	Overall Site Plan
C-2	Site Restoration Plan
CD-01	Standard Details - Civil

Instrumentation

I-1	Overall Plant Schematic
I-2	Unit Process 2 – Softening (Lime)
I-3	Unit Process 3 - Pretreatment (MIEX System) Modifications
I-4	Unit Process 3 - Pretreatment (MIEX System) Modifications
I-5	Unit Process 3 - Pretreatment (MIEX System) Modifications
I-6	Unit Process 3 - Pretreatment (MIEX System) Modifications
I-7	Unit Process 3 - Pretreatment (MIEX System) Modifications
I-8	Unit Process 3 - Pretreatment (MIEX System) Modifications
I-9	Unit Process 3 - Pretreatment (MIEX System) Modifications
I-10	Unit Process 4 - Disinfection (NaOCl Storage) Modifications

I-11	Unit Process 4 - Disinfection (NaOCl Feed Pumps) Modifications
I-12	Unit Process 5 – Filtration Modifications
I-13	Unit Process 5 – Filtration Modifications
I-14	Unit Process 6 – Chemical Feed Systems Modifications
I-15	Unit Process 7 – Washwater Recovery Modifications
I-16	Unit Process 8 – Lime Preparation / Feed Modifications
I-17	Unit Process 9 – Finished Water (Storage and High Service Pumping) Modifications (Sheet 1)
I-18	Unit Process 9 – Finished Water (Storage and High Service Pumping) Modifications (Sheet 2)
I-19	Unit Process 0 – Support Systems (Emergency Generator) Modifications
ID-1, 2	Standard Details – Instrumentation and Controls

Electrical

E-1	Electrical Notes and Legends
E-2	Electrical Site Plan
E-3	Electrical Site Plan Details
E-4	Chemical Feed Building Electrical Plan
E-5	Filter Building (Top) Electrical Plan
E-6	MIEX Regeneration Building Electrical Plan
E-7	Existing Administration / Laboratory Building Electrical Plan
E-8	Existing SCADA Control Room Electrical Plan
E-9 – E-12	Network Diagrams
E-13	Network Console Details
E-14	Network Riser Diagrams
E-15	Central Telemetry Unit / Switch Panel Modifications
E-16	FP-4-2 NaOCl Feed System Panel Modifications Sheet 1
E-17	FP-4-2 NaOCl Feed System Panel Modifications Sheet 2
E-18	FP-5-1 Filter Control Panel Modifications Sheet 1
E-19	FP-5-1 Filter Control Panel Modifications Sheet 2
E-20	FP-5-1 Filter Control Panel Modifications Sheet 3
E-21	FP-5-1 Filter Control Panel Modifications Sheet 4

E-22	Remote I/O – MCP (Sheet 1)
E-23	Remote I/O – MCP (Sheet 2)
E-24	Remote I/O – MCP (Sheet 3)
E-25	Main Lift Station Remote Telemetry Unit
E-26	Remote I/O Panel – Washwater Recovery Sheet 1
E-27	Remote I/O Panel – Washwater Recovery Sheet 2
E-28	MIEX Transfer Control Panel Modifications Sheet 1
E-29	MIEX Transfer Control Panel Modifications Sheet 2
E-30	MIEX Area Control Panel Modifications Sheet 1
E-31	High Service Pump Control Panel Modification Sheet 1
E-32	High Service Pump Control Panel Modification Sheet 2
E-33	High Service Pump Control Panel Modification Sheet 3
E-34	Miscellaneous Electrical Details Sheet 1
E-35	Miscellaneous Electrical Details Sheet 2
ED-1, 2, 3	Standard Details – Electrical

II. R. L. PRATT WTP

Drawing Sheet No. Title

General

	Cover sheet
G-1	Project Location Map & Index to Drawings
G-2	General Notes and Abbreviations
G-3	Process and Instrumentation Legends (Sheet 1)
G-4	Process and Instrumentation Legends (Sheet 2)
G-5	Design Criteria (Sheet 1)
G-6	Design Criteria (Sheet 2)
G-7	Sequence of Coordination and Coordination

Instrumentation

I-1	Overall Plant Schematic
I-2	Unit Process 2 – Softening (Lime)
I-3	Unit Process 3 – Chlorination, THM Stripping and Washwater Recovery
I-4	Unit Process 4 – Filtration

I-5	Unit Process 5 – High Service Pumping (Sheet 1)
I-6	Unit Process 5 – High Service Pumping (Sheet 2)
I-7	Unit Process 6 – Lime Feed System
I-8	Unit Process 7 – Polyphosphate and Ammonia Feed Systems Modifications
I-9	Unit Process 8 – Support Systems
I-10	Unit Process 9 Pretreatment (MIEX System) Modifications
I-11	Unit Process 9 Pretreatment (MIEX System) Modifications
I-12	Unit Process 9 Pretreatment (MIEX System) Modifications
I-13	Unit Process 9 Pretreatment (MIEX System) Modifications
I-14	Unit Process 9 Pretreatment (MIEX System) Modifications
I-15	Unit Process 9 Pretreatment (MIEX System) Modifications
I-16	Unit Process 9 Pretreatment (MIEX System) Modifications
I-17	Unit Process 0 – Disinfection (NaOCl Storage) Modifications
I-18	Unit Process 0 – Disinfection (NaOCl Feed Pumps) Modifications
ID-1, 2	Standard Details – Instrumentation and Controls

Electrical

E-1	Electrical Notes and Legends
E-2	Electrical Site Plan
E-3	Electrical Site Plan Details
E-4	Control Building First and Second Floor Electrical Plan
E-5	Filter Building (Top) Electrical Plan
E-6	Chemical Building Electrical Plan
E-7	MIEX Regeneration Building Electrical Plan
E-8	Existing SCADA Room Electrical Plan
E-9 – E-12	Network Diagrams
E-13	Network Console Details
E-14	Network Riser Diagram
E-15	Central Telemetry Unit/Switch Panel Modifications
E-16	FP-0-2 NaOCl Feed System Panel Modifications Sheet 1
E-17	FP-0-2 NaOCl Feed System Panel Modifications Sheet 2

E-18	FP-4-1 Filter Control Panel Modifications
E-19	FP-4-2 Filter Control Panel Modifications
E-20	HSP Control Panel Modifications Sheet 1
E-21	HSP Control Panel Modifications Sheet 2
E-22	MPCT Control Panel Modifications Sheet 1
E-23	MPCT Control Panel Modifications Sheet 2
E-24	Plant Site Lift Station Remote Telemetry Unit
E-25 – E-27	Remote I/O – MCC
E-28 – E-30	Remote I/O – Chemical Building
E-31 – E-33	Remote I/O – MCP
E-34	MIEX Transfer Control Panel Modifications Sheet 1
E-35	MIEX Transfer Control Panel Modifications Sheet 2
E-36	MIEX Area Control Panel Modifications
E-37	Miscellaneous Electrical Details Sheet 1
E-38	Miscellaneous Electrical Details Sheet 2
ED-1, 2, 3	Standard Details – Electrical

ATTACHMENT 2
TASK ORDER NUMBER 2XX
SCADA SYSTEM UPGRADES
MAIN AND R. L. PRATT WATER TREATMENT PLANTS
TENTATIVE LIST OF SPECIFICATIONS

SECTION NO.

TITLE

PART 1

BIDDING REQUIREMENTS

00030	Invitation to Bid
00100	Instructions to Bidders
00300	Bid Submission Checklist
00310	Bid Form
00315	Bidder's Qualification Questionnaire
00320	Electronic File(s) Disclaimer
00410	Bid Bond
00415	Public Entity Crimes
00420	Drug-Free Workplace
00425	Non-Collusive Affidavit

PART 2

CONTRACT FORMS

00500	Agreement
00610	Performance Bond
00620	Payment Bond

PART 3

CONTRACT CONDITIONS

00705	General Conditions
00815	Supplementary Conditions

PART 4

SPECIFICATIONS

Division 1 - General Requirements

01005	General Requirements
01010	Summary of Work
01200	Project Meetings
01300	Submittals
01400	Quality Control
01500	Construction Facilities and Temporary Controls
01505	Mobilization/Demobilization
01700	Contract Closeout

01720	Project Record Documents
01730	Operation and Maintenance Data
01740	Warranties and Bonds

Division 2 - Sitework

02021	Existing Underground/Aboveground Facility Location/ Verification
02072	Demolition
02200	Earthwork
02500	Restoration and Cleanup
02510	Asphaltic Pavement and Base
02630	Concrete Sidewalks, Drives and Curbs

Division 3 - Concrete

03300	Concrete
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Division 4 – Not Used

Division 5 – Metals

05500	Fabricated Metalwork and Castings
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Division 6 – Not Used

Division 7 – Thermal and Moisture Protection

07900	Sealants
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Division 8 – Not Used

Division 9 – Protective Coatings

09900	Protective Coatings
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Division 10 – 12 - Not Used

Division 13 – Special Construction

13700	Process Instrumentation and Controls
13710	Programmable Logic Controller
13712	Local HMI System Development
13711	Existing SCADA System Modifications
13725	Loop Functions/Programming Strategies/Protocol
13752	Computers and Accessories

13753	Computer Consoles and Accessories
13759	Modifications to Existing Field Panels and MCC's

Division 14 – 15 - Not Used

Division 16 – Electrical

16000	Electrical General Requirements
16001	Electrical Demolition
16050	Basic Materials and Methods

PART 5 APPENDICES

1
2

(Remainder of page left blank intentionally.)

ATTACHMENT 3

TASK ORDER NUMBER 2XX

SCADA SYSTEM UPGRADES

MAIN AND R. L. PRATT WATER TREATMENT PLANTS

PRELIMINARY PROJECT SCHEDULE

<u>Activity</u>	<u>Duration (Days)</u>	<u>Cumulative Time (Days)</u>
Authorization to Proceed	0	0
Preliminary Coordination internally and with VILLAGE	14	14
Project Site Assessment and Data Gathering	21	35
Submit Plans and Specifications (90%)	90	125
Receive VILLAGE Review Comments	14	139
Submit Plans and Specifications (100%)	30	169
Receive VILLAGE Review Comments	14	183
Submit Plans and Specifications (Final Submittal) with Permit Applications as applicable	21	204
Receive Final VILLAGE Review Comments and Permit Application Signatures	7	211
Regulatory Permitting	N/A	-
Bidding Coordination with VILLAGE	7	218
Bidding and Contract Award Phase	45	263
Construction (Final Completion)	365	628
Project Closeout	14	642

Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dated.

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ATTACHMENT 4
TASK ORDER NUMBER 2XX
SCADA SYSTEM UPGRADES
MAIN AND R. L. PRATT WATER TREATMENT PLANTS
LIST OF PROJECT DELIVERABLES

DESIGN PHASE

- A. 90% Design Submittal
 - 1. One (1) set of 11" x 17" Drawings, 90% complete.
 - 2. One (1) set of Specifications, 90% complete.
 - 3. 90% Completion Estimate of Probable Construction Cost.
- B. 100% Design Submittal
 - 1. One (1) set of 11" x 17" Drawings, 100% complete.
 - 2. One (1) set of Specifications, 100% complete.
 - 3. 100% Completion Estimate of Probable Construction Cost.
- C. Permit Application/Final Design Submittal
 - 1. One (1) set of 11" x 17" Drawings, 100% complete.
 - 2. One (1) set of Specifications, 100% complete.
 - 3. Final Completion Estimate of Probable Construction Cost.
 - 4. Completed permit applications, exhibits, and three (3) sets of signed/sealed drawings and specifications for submittal, if required.
- D. Bidding (Final) Coordination Submittal
 - 1. One (1) set of 11" x 17" Drawings (Final).
 - 2. One (1) set of Specifications (Final).
 - 3. One (1) Final Completion Estimate of Probable Construction Cost.
 - 4. Four (4) CD's with bid documents in .pdf format.

BIDDING SERVICES

A. Pre-Bid

1. Pre-bid Meeting Minutes.
2. Addenda, as required to the VILLAGE and/or Contractors.

B. Post Bid

1. Bid Tabulation.
2. Recommendation of Award Letter.
3. Contractor Notice of Tentative Award.

CONSTRUCTION PHASE

A. Pre-Construction

1. Three (3) sets of 22" x 34" signed/sealed drawings and specifications for VILLAGE's Building Permit Submittal.
2. Three (3) sets of 22" x 34" signed/sealed drawings and specifications for Palm Beach County Building Permit Submittal.
3. Three (3) sets of drawings (11" x 17") and specifications for VILLAGE's use during construction (each facility).
4. Three (3) sets of drawings (11" x 17") and specifications for CONTRACTOR's use during construction (each facility).
5. Three (3) sets of drawings (11" x 17") and specifications for Sub-CONSULTANT's use during construction (each facility).
6. Pre-construction conference meeting agenda and minutes.

B. Shop Drawings

1. Copies of accepted and final shop drawings.

C. Construction Inspection

1. Site visit reports will be provided for each site visit in accordance with Task(s) C6 and C11 of this Task Order.

- D. Progress Meetings
 - 1. Copies of all project meeting minutes.
- E. Contract Modifications
 - 1. Four (4) copies of all completed contract modifications.
- F. Pay Requests
 - 1. Copies of reviewed and approved partial and final pay request applications.
- G. Record Drawings and Project Closeout
 - 1. Two (2) sets of record drawings (each facility).
 - 2. Two (2) CD's with record drawings in .pdf and ACAD (2016 Civil 3D) formats (each facility).
- H. Commissioning and Startup Reports.
 - 1. Copies of all reports from both facilities per Specifications.

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VILLAGE OF PALM SPRINGS

SCADA SYSTEM UPGRADES MAIN & RL PRATT WTP'S TASK ORDER NO. 226 TABLE 5

DATE: September 28, 2017

I. DESIGN PHASE

	TASK DESCRIPTION	PERSONNEL										
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative
D1	Project Administration / Management	0	9									9
D2	Data Gathering and Preliminary Coordination		8			16						4
D3	Not Used											
D4	Drawings and Engineering		35			70			139	126		2
D5	Specification Preparation		46			46						46
D6	Not Used											
D7	Prepare Opinions of Probable Construction Cost		3			12						
D8	Bidding Assistance Services		7			6						3
D9	Bid Evaluation and Recommendation of Award		2			2						2
D10	Submit and Review (Quality Control)		8									2
D11	Not Used											
D12	Not Used											
Total Hours		0	118	0	0	152	0	0	139	126	0	68
Rate		\$205.00	\$195.00	\$137.00	\$123.00	\$107.00	\$91.00	\$121.00	\$110.00	\$92.00	\$102.00	\$78.00
Sub-Total Labor		\$0.00	\$23,010.00	\$0.00	\$0.00	\$16,264.00	\$0.00	\$0.00	\$15,290.00	\$11,592.00	\$0.00	\$5,304.00
TOTAL DESIGN PHASE LABOR											\$71,460.00	\$71,460.00

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	3	\$69.50	\$208.50
	Full Size drawings (22"x34")	EA	3	\$161.24	\$483.72
	Specification Booklets	EA	0	\$50.00	\$0.00
	Prepare CD's (Bid Documents)	EA	0	\$10.00	\$0.00
2	PHOTOCOPIES	EA	200	\$0.20	\$40.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	139	\$3.00	\$417.00
	11 X 17 (SET UP)	EA	278	\$3.00	\$834.00
4	TRAVEL				
	MILEAGE	MILE	350	\$0.535	\$192.60
	TOLLS	EA	5	\$3.30	\$16.50
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$60,000.00	\$60,000.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	HYDROGEOLOGIC	LS	0	\$0.00	\$0.00
	PERMIT FEES	LS	0	\$0.00	\$0.00
TOTAL DESIGN PHASE EXPENSES					\$62,192.32

GRAND TOTAL \$133,652.32

USE \$133,700.00

VILLAGE OF PALM SPRINGS

SCADA SYSTEM UPGRADES MAIN AND RL PRATT WTP'S TASK ORDER NO. 226 TABLE 6

I. ENGINEERING SERVICES DURING CONSTRUCTION

DATE: September 28, 2017

	TASK DESCRIPTION	PERSONNEL												
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative		
C1	Project Administration/Management		6									12	\$2,106.00	
C2	Preconstruction Activities Prior to Notice to Proceed		6						1	1		2	\$1,528.00	
C3	Consult and Advise		4		4				4	4		2	\$2,236.00	
C4	Review Shop Drawings		9		17	17						4	\$5,977.00	
C5	Review Pay Requests and Schedules		0		17							4	\$2,403.00	
C6	Perform Periodic and Milestone Inspections		8		16							4	\$3,840.00	
C7	Progress Meetings		8		24							6	\$4,980.00	
C8	Contract Modifications		4		4							4	\$1,584.00	
C9	Project Closeout		2		8				35			2	\$5,380.00	
C10	Regulatory Agency Documentation and Project Closeout Submittals		2							2		2	\$730.00	
C11	Special Services										120	15	\$13,410.00	
C12	Not Used												\$0.00	
Total Hours		0	49	0	90	17	0	0	40	7	120	57		
Rate		\$205.00	\$195.00	\$137.00	\$123.00	\$107.00	\$91.00	\$121.00	\$110.00	\$92.00	\$102.00	\$78.00		
Sub-Total Labor		\$0.00	\$9,555.00	\$0.00	\$11,070.00	\$1,819.00	\$0.00	\$0.00	\$4,400.00	\$644.00	\$12,240.00	\$4,446.00		
		TOTAL LABOR											\$44,174.00	
														\$44,174.00

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	4	\$69.50	\$278.00
	Full Size Drawings (22" x 34")	EA	0	\$161.24	\$0.00
	Specification Booklets	EA	0	\$45.00	\$0.00
	Record Document CD's	EA	2	\$10.00	\$20.00
2	PHOTOCOPIES	EA	200	\$0.25	\$50.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	0	\$15.00	\$0.00
	11 X 17 (SET UP)	EA	139	\$3.00	\$417.00
4	TRAVEL				
	MILEAGE	MILE	3,168	\$0.535	\$1,694.88
	TOLLS	EA	44	\$3.30	\$145.20
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$7,500.00	\$7,500.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	ARCHITECTURAL	LS	0	\$0.00	\$0.00
	HVAC	LS	0	\$0.00	\$0.00
TOTAL EXPENSES					\$10,105.08

GRAND TOTAL \$54,279.08

USE \$54,300.00



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM #13: Approve Change Order No. 1 - Gulfstream Road Stormwater Improvements (Task Order No. 277) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund) - Hinterland Group

SUMMARY: On March 10, 2022, the Village Council approved Task Order No. 277 with Hinterland Group, Inc. for construction services for the Gulfstream Road Stormwater Improvements Project for \$778,325.00.

During the procurement of materials phase, Hinterland was informed by the suppliers that supply chain issues within the industry would delay the delivery of concrete structures. Due to this, the project experienced a delay of 37 days. Later, during the installation of a stormwater pipe, the contractor encountered a conflict with a sewer lateral from the new BrandX development project along Gulfstream Road. Elevations where sewer and storm lines crossed intersected because of the nature and length of the sewer run. The consulting engineer determined that a conflict structure was needed after several attempts to make the lifts work and consulting with Craven Thompson, the consulting engineer. As a result of the Change Order, we request an additional 30 days to procure and install the structure.

Note: The conflict structure was covered by allowance Release No. 2.

The Village's contracted engineer, Craven Thompson, and the Utilities Department are requesting an amendment to the contract for Task Order No. 277 (Change Order No. 1) for \$0.00 for additional construction services and an extension of the project completion date by a further 67 calendar days (total contract time from 150 days to 217 days):

<u>ITEM</u>	<u>CONTRACT AMOUNT</u>	<u>CONTRACT TIME</u>
Original Contract Time	\$778,325.00	150 days
Change Order No. 1	-	67 days
Revised Contract Amount	\$778,325.00	217 days

Within Task Order No. 277, the Gulfstream Road Stormwater Improvements project costs remain the same, and the contract length will increase by 217 days if approved. Stormwater improvements along Gulfstream Road are expected to be completed by the end of 2023.

Hinterland Group prepared Change Order No. 1 and reviewed it with the Village's Engineer, Craven Thompson, Assistant Village Manager, Assistant Utilities Director, Project Manager, and Finance Director.

FISCAL IMPACT:

Funding to support the Gulfstream Road Stormwater Improvements Project (Task Order No. 277) was provided by the Stormwater Enterprise Fund. The Village will not expend more than the amount in the approved budget as it may be adopted and approved each year for these goods and services for the term of the contract.

ATTACHMENTS:

1. Change Order No. 1 - Hinterland Group, Inc.
2. Executed Agreement - Hinterland Group, Inc.
3. Fiscal Impact Chart



Date of Issuance: September 20, 2022

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 277

Contractor: Hinterland Group

Project Bid No.: 2022B-004

Engineer: Craven Thompson

Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: *Contract time extension for additional work covered under Allowance Release No. 1 & No. 2*Attachments: *Hinterland change order proposals no. 2 & no. 4*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>778,325.00</u>	Original Contract Times: Substantial Completion: <u>September 28, 2022</u> Ready for Final Payment: <u>October 28, 2022</u> dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 Days</u> Ready for Final Payment: <u>0 Days</u> days
Contract Price prior to this Change Order: \$ <u>778,325.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 28, 2022</u> Ready for Final Payment: <u>October 28, 2022</u> dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>67 Days</u> Ready for Final Payment: <u>67 Days</u> days
Contract Price incorporating this Change Order: \$ <u>778,325.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 5, 2022</u> Ready for Final Payment: <u>January 3, 2023</u> dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: <u></u>	By: <u></u>
Title: <u>Leonard Z. Gamble, P.E.</u>	Owner (Authorized Signature)	Hinterland Group (Authorized Signature)
Title: <u>Engineer of Record (CTA)</u>	Title: <u>Mayor, Village of Palm Springs</u>	Title: <u>Project Director</u>
Date: _____	Date: _____	Date: <u>10/21/22</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Allowance Release No. 1

Date of Issuance: August 23, 2022

Effective Date: 8/3/22

Owner: Village of Palm Springs

Owner's Task Order No.: 277

Contractor: Hinterland Group

Project Bid No.: 2022B-004

Engineer: Craven Thompson

Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: *Additional work related to the removal and reconnection of 18" RCP Pipe on the W side of Inlet #8 that was not included in the contract.*Attachments: *Hinterland change order proposal no. 2***CHANGE IN APPROVED CONSTRUCTION ALLOWANCE**

Original Construction Allowance:

\$ 20,000.00{Increase} {Decrease} from previously approved Allowance Release No. 0 to No. 0:\$ 0.00

Construction Allowance prior to this Allowance Release:

\$ 20,000.00

{Increase} {Decrease} of this Allowance Release:

\$ 2,961.25

Construction Allowance incorporating this Allowance Release:

\$ 17,038.75RECOMMENDED:
By: Leonard Z. Gamble, P.E.
Title: Engineer of Record (CTA)
Date: 8/23/22ACCEPTED:
By: Walter Sanchez
Title: Project Manager (VOPS)
Date: 8/23/22ACCEPTED:
By: Contractor: Hinterland Group
Title: Project Director
Date: 8/23/22APPROVED:
By: Michael Bornstein
Title: Village Manager (VOPS)
Date: 8/3/22



Change Order Proposal

To: Village of Palm Springs, Public Service Department
Attn: Walt Sanchez, Public Works Project Manager
226 Cypress Lane, FL 33461
TEL: 561.584.8200
email: wsanchez@vpsfl.org

Date: August 18, 2022
Revised: August 23, 2022
Proposal No: 002
HG Project No: 21-0363-00

Project: Village of Palm Springs Gulfstream Road Stormwater Improvements

Description:

This change order includes the cost to connect the existing 18" RCP drainage line to the west side of Proposed Inlet #8 and perform additional channel grading at Proposed Inlet #7

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
NIC	Concrete Collar	1	LS	\$ 1,250.00	\$ 1,250.00	1
NIC	Crew Time - Break existing 18" RCP pipe free from structure	2	HR	\$ 575.00	\$ 1,150.00	1
NIC	Concrete Cutoff Saw Rental	1	DAY	\$ 175.00	\$ 175.00	1

Qualifications:

Removal of unknown obstructions not included.

Removal of unknown conflicts not included.

Electronic locating services of any kind are not included.

Delays due to inspections not included.

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.

Pricing for any materials that have not already been purchased will have to be re-evaluated based on market conditions at time construction is allowed to resume.

Subtotal:	\$2,575.00	3
Contractor Fee (15%):	\$ 386.25	
GRAND TOTAL:	\$ 2,961.25	

Accepted By: _____

Accepted Date: _____

Allowance Release No. 2

Date of Issuance: September 14, 2022

Effective Date: 9/15/2022

Owner: Village of Palm Springs

Owner's Task Order No.: 277

Contractor: Hinterland Group

Project Bid No.: 2022B-004

Engineer: Craven Thompson

Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: Additional work to install conflict structure at conflict between sewer and drainage pipe just north of structure 6 on 24" drainage pipe.

Attachments: *Hinterland change order proposal no. 4***CHANGE IN APPROVED CONSTRUCTION ALLOWANCE**

Original Construction Allowance:

\$ 20,000.00[Increase] [Decrease] from previously approved Allowance Release No. 0 to No. 1 :\$ 2,961.25

Construction Allowance prior to this Allowance Release:

\$ 17,038.75

[Increase] [Decrease] of this Allowance Release:

\$ 14,835.00

Construction Allowance incorporating this Allowance Release:

\$ 2,203.75RECOMMENDED:
By: Leonard Z. Gamble
Leonard Z. Gamble, P.E.Title: Engineer of Record (CTA)Date: 9/14/22ACCEPTED:
By: Walt Sanchez
Walt SanchezTitle: Project Manager (VOPS)Date: 9/14/2022ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)Title: RESIDENTDate: 9/14/22APPROVED:
By: [Signature]
Michael BornsteinTitle: Village Manager (VOPS)Date: 9/15/22



Change Order Proposal

To: Village of Palm Springs, Public Service Department
Attn: Walt Sanchez, Public Works Project Manager
226 Cypress Lane, FL 33461
TEL: 561.584.8200
email: wsanchez@vpsfl.org

Date: September 6, 2022
Proposal No: 004
HG Project No: 21-0363-00

Project: Village of Palm Springs Gulfstream Road Stormwater Improvements

Description:

This change order includes the cost to install a new conflict structure at the location desired. Surveyor to collect information prior to box completion for exact invert EL. HG to expose area of conflict for the surveyor and backfill. HG to remove the installed pipe when conflict structure is completed and install structure as needed. Includes concrete collar as needed and to be billed only if completed.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
NIC	Concrete Collar	1	LS	\$ 1,250.00	\$ 1,250.00	1
NIC	Crew Time - Dig and expose for surveyor	4	HR	\$ 575.00	\$ 2,300.00	1
NIC	Crew Time - Excavate and install pipe and structure	8	HR	\$ 575.00	\$ 4,600.00	1
NIC	Survey field work for proposed EL	1	LS	\$ 1,350.00	\$ 1,350.00	1
NIC	Unknown Conflict structure	1	LS	\$ 2,900.00	\$ 2,900.00	30
NIC	Misc items. Brick, Concrete, Portland etc.	1	LS	\$ 500.00	\$ 500.00	

Qualifications:

Removal of unknown obstructions not included.

Removal of unknown conflicts not included.

Electronic locating services of any kind are not included.

Delays due to inspections not included.

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.

Pricing for any materials that have not already been purchased will have to be re-evaluated based on market conditions at time construction is allowed to resume.

Subtotal:	\$12,900.00	34
Contractor Fee (15%):	\$ 1,935.00	
GRAND TOTAL:	\$14,835.00	

Accepted By: _____

Accepted Date: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Hinterland Group, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Gulfstream Road Stormwater Improvements

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Craven Thompson & Associates, Inc.
- 3.02 The Owner has retained Craven Thompson & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 200 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	MOBILIZATION (5%)	1	LS	\$41,800.00	\$41,800.00
2	MAINTENANCE OF TRAFFIC (2%)	1	LS	\$16,700.00	\$16,700.00
3	ALL DEMOLITION AND DISPOSAL REQUIRED TO CONSTRUCT PROJECT INCLUDING BUT NOT LIMITED TO CLEARING, GRUBBING, AND REMOVAL AND DISPOSAL OF TREES, ROOTS, PAVEMENT, PIPE, CONCRETE PAD, FENCE, STRUCTURE, OR ANY OBJECT OR MATERIAL IN CONFLICT WITH PROPOSED WORK.	1	LS	\$69,425.00	\$69,425.00
4	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40 (FOR PAVEMENT RESTORATION)	3278	SY	\$32.15	\$105,387.70
5	FURNISH AND INSTALL 8" LIMEROCK BASE LBR 100 (FOR PAVEMENT RESTORATION)	2899	SY	\$22.30	\$64,647.70
6	FURNISH AND INSTALL 1-1/2" TYPE S-III ASPHALTIC CONCRETE SURFACE (TWO ¾" LIFTS) (FOR DRIVEWAY ASPHALT PAVEMENT RESTORATION)	498	SY	\$24.00	\$11,952.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
7	FURNISH AND INSTALL 2" TYPE SP-9.5 IN TWO 1" LIFTS (FOR ROADWAY ASPHALT PAVEMENT RESTORATION)	2376	SY	\$24.00	\$57,024.00
8	FURNISH AND INSTALL CONCRETE DRIVEWAY 6" THICK 3,000 PSI	379	SY	\$75.00	\$28,425.00
9	FURNISH AND INSTALL 1" SAND BED LAYER FOR PAVER PAVEMENT SECTION (FOR PAVER DRIVEWAY RESTORATION)	25	SY	\$55.00	\$1,375.00
10	FURNISH AND INSTALL 3-1/8" THICK TRAFFIC RATED PAVERS (FOR PAVER DRIVEWAY RESTORATION)	25	SY	\$120.00	\$3,000.00
11	REMOVE AND RE-INSTALL PAVERS PROVIDED BY RESIDENT (FOR PAVER DRIVEWAY RESTORATION)	25	SY	\$250.00	\$6,250.00
12	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	140	SY	\$50.40	\$7,056.00
13	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	566	LF	\$51.70	\$29,262.20
14	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	1038	LF	\$69.70	\$72,348.60
15	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	6	EA	\$3,100.00	\$18,600.00
16	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	8	EA	\$4,250.00	\$34,000.00
17	FURNISH AND INSTALL 4' DIAMETER DRAINAGE MANHOLE (0-6' DEPTH)	4	EA	\$3,720.00	\$14,880.00
18	CORE DRILL AND CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA	\$1,947.30	\$1,947.30
19	FPL POLE HOLD	5	EA	\$1,875.00	\$9,375.00
20	SWALE GRADING	5069	SY	\$9.50	\$48,155.50
21	SOD RESTORATION	5069	SY	\$6.00	\$30,414.00
22	REPLACEMENT OF WATER OR SEWER SEVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	18	EA	\$1,500.00	\$27,000.00
23	IRRIGATION RESTORATION ALLOWANCE	1	LS	\$5,000.00	\$5,000.00
24	MISC ALLOWANCE	1	LS	\$20,000	\$20,000.00
25	REQUIRED TESTING	1	LS	\$9,800.00	\$9,800.00
26	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER LWDD & VILLAGE	1	LS	\$40,000.00	\$40,000.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
27	NPDES (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC...)	1	LS	\$4,500.00	\$4,500.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$778,325.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total of Unit Price Work (subject to final Unit Price adjustment) \$ **\$778,325.00**.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 15, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Other bonds.
 - a. (pages to , inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).
 5. General Conditions (pages 1 to 65, inclusive).
 6. Supplementary Conditions (pages 1 to 10, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: Gulfstream Road Drainage Improvements (Sheet No. C-#).
 9. Addenda (numbers 1 to 1, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. None.
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts,

transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

- A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 *Public Records*

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the Village to perform the service.
 - 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
 - 4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 Insurance

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
d. Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:	
Each Person	\$500,000
Each Accident	\$1,000,000
b. Property Damage:	
Each Incident	\$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a. Excess or Umbrella Liability	
1) General Aggregate	\$5,000,000
2) Each Occurrence	\$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a. Contractor's Pollution Liability	
1) General Aggregate	\$2,000,000
2) Each Occurrence	\$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
 - a. Village of Palm Springs

10.12 *Public Construction Bond*

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
 - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
 - e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 - f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

- A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

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

10.18 *Copyrights and/or Patent Rights*

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

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

10.24 *Scrutinized Companies*

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 *E-Verify*

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
 - 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
 - 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 - 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 - 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
 - 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
 - 6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 3/10/2022 (which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR:

By:

Title:

2006
FLORIDA

Attest:

Title: Village Clerk

Attest:

Title:

Notary Public

Approved

as to

Form:

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

2051 W. BLUE HERON BLVD

RT 100A BEACH, FL 33404

License No.:

CGL 1520354
(where applicable)

FISCAL IMPACT

<i>Allocated/Estimated Project Funding:</i>	<i>Amount</i>
FY 2022 Actual Costs - Stormwater Enterprise Fund:	\$ 311,816.95
FY 2023 Approved Funding - Stormwater Enterprise Fund:	\$ 650,000.00
<i>TOTAL ALLOCATED/APPROVED BUDGET</i>	<i>\$ 961,816.95</i>
<i>Expected Project Costs:</i>	<i>Amount</i>
FY 2022 Actual Costs - Design & Engineering - Stormwater Enterprise Fund (TO #277):	\$ 6,625.62
FY 2023 Projected Costs - Design & Engineering - Stormwater Enterprise Fund (TO #277):	\$ 5,054.38
FY 2022 Actual Costs - Construction - Stormwater Enterprise Fund (TO #277):	\$ 305,191.33
FY 2023 Projected Costs - Construction - Stormwater Enterprise Fund (TO #277):	\$ 473,133.67
<i>TOTAL PROJECT REQUEST/COSTS:</i>	<i>\$ 790,005.00</i>



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM Authorize Equipment Purchase - Cooperative Purchase - Utilities Department (FY 2023
#14: Budget Funded)

SUMMARY: The Utilities Staff recommends utilizing cooperative purchasing of the current Sheriff's Association & Florida Association of Counties contract awarding two (2) portable Dri-Prime pumps to ensure the lowest price possible. During the month of October 2020, the Sheriff's Association & Florida Association of Counties completed a competitive selection process for Heavy Equipment (Bid No. FSA20-EQU18.0). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2023 Budget, the Village Council approved the purchase of two (2) portable Dri-Prime pumps for \$90,000. However, the Utilities Department obtained a bid for \$110,826.80 from the County Sheriffs' Association and Florida Association of Counties. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the additional \$20,826.80 at a later date.

If approved, the Village would accept Xylem's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

In accordance with Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this purchasing code. The Council must approve all Village purchases from a cooperative purchasing agreement which is anticipated to have a total value of more than \$35,000.00.

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the equipment purchase proposal.

The vendor has previously provided quality products and services to the Village.

FISCAL IMPACT:

Funds to support this proposed equipment purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund

ATTACHMENTS:

1. Xylem Dewatering Solutions

2. Coop Purchasing Program FSA20-EQU18.0

October 04, 2022

Lazaro Farrey
Village of Palm Springs
226 Cypress Lane
Lake Worth, FL 33461-1604

Phone: 561-324-8855
Email: lfarrey@vpsfl.org

**RE: NC150S-CS / CD150S-CS - FSA
Sale Quotation 145008693**

Dear Lazaro:

Thank you for your interest in Xylem Dewatering Solutions, Inc and our Godwin Pumps line of Dri-Prime pumps.

As requested, please see the attached sale pricing for (2) NC150S & (2) CD150S Critically Silenced Diesel Pumps with trailers and requested options.

The Godwin Dri-Prime NC150 pump is an extremely powerful yet compact pump with flow capabilities to 1500 USGPM at a max pressure of 75PSI. The NC150 features the unique patented Flygt Ntechnology with its innovative self-cleaning impeller and is able to automatically prime to 28' of suction lift from dry. NC Series pumps are engineered to deliver sustained high efficiency resulting in lower energy and fuel costs while reducing unplanned downtime. This makes the NC150 a best-in-class portable pump suitable for both sewage and clean water applications.

The Critically Silenced unit is engineered from start to finish for quiet operation. The enclosure consists of 14 gauge sheet metal lined with 1" and 2" layers of polydamp acoustical sound deadening material. The engine is designed with a critical grade silenced muffler, silenced the priming exhaust, and isolated engine vibration to further reduce operating noise. Hinged, lockable doors provide convenient access to operating controls and service locations. Sound levels are approximately 69 dBA at 30 feet.

The pricing is based on the Florida Sheriff's Contract #FSA20-VEH18.0, Item #272. There are no delivery / freight charges when utilizing the FSA Contract.

Should you require further information or have any questions, please do not hesitate to contact me.

Sincerely,

Jacob Slattery
Outside Sales Representative

JS / gy

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
Contract Items:				
A	2	Dri-Prime NC150S Critically • Silenced Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • Isuzu 4LE2X FT4 Diesel Engine with FST • Global Series 6 Skid-mounted • Spill Containment, 110% Fuel Containment • Pump Options • 6" FCG x 150#FL Mounting Kit • Mounted on Suction • 6" MCG x 150#FL Mounting Kit • Mounted on Discharge	\$ 56,175.00	\$ 112,350.00
B	2	Global Series 6 Trailer Kit • with Bolt on Tongue, Fenders, • Axle with Electric Brakes, • and Wiring Harness • Fits N32-10374	4,268.00	8,536.00
C	2	PrimeGuard Float Set • w/ 65' Mechanical Floats	392.00	784.00
D	2	Dri-Prime CD150S Critically • Silenced Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • Isuzu 4LE2X FT4 Diesel Engine with FST • Global Series 6 Skid-mounted, • Spill Containment, 110% Fuel Containment • Pump Options • 6" FCG x 150#FL Mounting Kit • Mounted on Suction • 6" MCG x 150#FL Mounting Kit • Mounted on Discharge	50,175.00	100,350.00

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
E	2	Global Series 6 Trailer Kit • with Bolt on Tongue, Fenders, • Axle with Electric Brakes, • and Wiring Harness • Fits N32-10374	4,268.00	8,536.00
F	2	PrimeGuard Float Set • w/ 65' Mechanical Floats	392.00	784.00

Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.



QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: Village of Palm Springs

Attention: Lazaro Farrey

Date: 10/04/2022 Quote #145008693

CONTRACT PRICING

BASE	BASE BID - Godwin CD150S 6" Isuzu FT4 Dri-Prime Diesel Pump-Trailer	2	47,765.00	95,530.00
ADD	Upgrade to NC150S-CS 6" FT4 Isuzu / Trailer	2	12,678.00	25,356.00
CONTRACT PRICING TOTAL				120,886.00

SPECIFIED OPTIONS

		QTY	UNIT PRICE	
CAPGMA005	PrimeGuard Float Set	2	392.00	784.00
SUB TOTAL				784.00
SPECIFIED OPTIONS TOTAL				784.00

NON-SPECIFIED OPTIONS

		QTY	UNIT PRICE	
	6" MCG x 150#FL Mounting Kit - For Discharge	2	314.00	628.00
	6" FCG x 150#FL Mounting Kit - For Suction	2	409.00	818.00
SUB TOTAL				1,446.00
20%	Contract Discount		LESS	289.20
NON-SPECIFIED OPTIONS TOTAL				1,156.80

TOTAL (2) NC150S-CS

122,826.80

CONTRACT PRICING

BASE	BASE BID - Godwin CD150S 6" Isuzu FT4 Dri-Prime Diesel Pump-Trailer	2	47,765.00	95,530.00
ADD	Upgrade to CD150S-CS 6" FT4 Isuzu / Trailer	2	6,678.00	13,356.00
CONTRACT PRICING TOTAL				108,886.00

SPECIFIED OPTIONS

		QTY	UNIT PRICE	
CAPGMA005	PrimeGuard Float Set	2	392.00	784.00
SUB TOTAL				784.00
SPECIFIED OPTIONS TOTAL				784.00

NON-SPECIFIED OPTIONS

		QTY	UNIT PRICE	
	6" MCG x 150#FL Mounting Kit - For Discharge	2	314.00	628.00
	6" FCG x 150#FL Mounting Kit - For Suction	2	409.00	818.00
SUB TOTAL				1,446.00
20%	Contract Discount		LESS	289.20
NON-SPECIFIED OPTIONS TOTAL				1,156.80

TOTAL (2) CD150S-CS

110,826.80

Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.

BID AWARD

CONTRACT

FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:
October 1, 2020– September 30, 2023

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch`s Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC
35. Great Southern Equipment Co.
36. Green Thumb Palm Beach
37. Holland Pump Company
38. Humdinger Equipment, Ltd.
39. Jeffrey-Allen Inc.
40. JOBBERS EQUIPMENT WAREHOUSE INC
41. K&K Systems, Inc.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat`s Pump & Blower
55. Power & Pumps, Inc.
56. Rechtien International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales
75. Vetted Security Solutions
76. Warren Equipment Inc
77. Weedoo Greenboat, Inc.
78. Xylem Dewatering Solutions, Inc.
79. Zabatt Power Systems



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Parks & Recreation

ITEM #15: Resolution 2022-46 - Approve Amendment 2 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2023

SUMMARY: The Village entered into an agreement with Palm Beach County to complete improvements to create an interconnected pathway system in the Village of Palm Springs. This sub-phase, Canal Road, consists of a coquina pathway located along the north side of Canal 11. The pathway will run from Davis Road west to Kirk Road. This amendment provides a revised project scope and to extend the project completion date and expenditure requirements.

The new performance requirements for the improvements will be as follows:

- Request 50% of CDBG Funds by January 31, 2023
- Complete Construction by May 30, 2023

Previously, the requirements were set to have the construction completed in March 2022 and the final reimbursement request for CDBG funds to be April 30, 2022. This new amendment will provide a sufficient amount of time to complete this project. The Village will receive up to \$130,515 in CDBG reimbursement funds.

Bidding documents for this project are in final review and this project will be competitively bid.

This amendment was prepared by the Palm Beach County Department of Housing and Economic Sustainability and reviewed by the Parks and Recreation Director.

FISCAL IMPACT:

There is no fiscal impact with this Amendment request.

ATTACHMENTS:

1. Resolution No. 2022-46 CDBG Grant Award - Amendment No. 2 - Pathway Connector Park
2. Amendment No. 2 to the Agreement
3. Amendment No. 1 to the Agreement

RESOLUTION NO. 2022-46

A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO ENTER INTO AMENDMENT NO. 2 TO THE COMMUNITY BLOCK GRANT (CDBG) AGREEMENT WITH PALM BEACH COUNTY TO PROVIDES A REVISED PROJECT SCOPE AND TO EXTEND THE PROJECT COMPLETION DATE AND EXPENDITURE REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the 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

Resolution No. 2022-46 CDBG Pathway Park – Amendment No. 2 – Change the Scope of the Project

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 \$130,515 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; and

WHEREAS, Previously, the requirements were set to have the construction completed in March 2022 and the final reimbursement request for CDBG funds to be April 30, 2022. This new amendment will provide a sufficient amount of time to complete this 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. The new performance requirements for the improvements request 50% of CDBG funds by January 31, 2023 and completion of construction by May 30, 2023.

Section 3. 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:

Resolution No. 2022-46 CDBG Pathway Park – Amendment No. 2 – Change the Scope of the Project

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

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of November 8, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____-

ATTEST: BEV SMITH, MAYOR

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**AMENDMENT 002 TO THE AGREEMENT
WITH
VILLAGE OF PALM SPRINGS**

Amendment 002 with an effective date of July 15, 2022 by and between **Palm Beach County** and the **Village of Palm Springs**.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2021-1613) with the Village of Palm Springs on October 1, 2021, as amended by Amendment 001 (R2022-0594) on March 07, 2022, to provide \$130,515 of Community Development Block Grant (CDBG) funds for the construction of sidewalk improvements to create an interconnected pathway system in the Village of Palm Springs; and

WHEREAS, both parties desire to modify the original Agreement to revise the Project Scope to include the relocation of a utility pole and to extend the project completion date and expenditure requirements; and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": WORK PROGRAM NARRATIVE - SECTION 1. B

Delete Project Area in its entirety and replace with the following:

- **Project Area**: Pathways are to be implemented along North side of Canal 11, between Kirk Road and Davis Road, with the exception of the area located between Rostan Lane and Gulfstream Road.

C. EXHIBIT "A": WORK PROGRAM NARRATIVE - SECTION 1. G

Delete Performance Requirements in its entirety and replace with the following:

PERFORMANCE REQUIREMENTS: The time-frame for completion of the improvement activities shall be as follows:

Request 50% Reimbursement of CDBG Funds by:	January 31, 2023
Complete Construction by:	April 30, 2023
Request 100% Reimbursement of CDBG Funds by:	May 30, 2023

Except as modified by this Amendment 002, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand the day and year above written and caused this Amendment 002 to be executed.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 002 on behalf of the County.

**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

R2022 0594

**AMENDMENT 001 TO THE AGREEMENT
WITH JUN 14 2022
VILLAGE OF PALM SPRINGS**

Amendment 001 with an effective date of May 2, 2022, by and between **Palm Beach County** and the **Village of Palm Springs**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2021-1613) with the Village of Palm Springs on October 1, 2021, to provide \$130,515 of Community Development Block Grant (CDBG) funds for the construction of sidewalk improvements to create an interconnected pathway system in the Village of Palm Springs; and

WHEREAS, the Village has requested to modify the project scope and project location; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": WORK PROGRAM NARRATIVE - SECTION 1. B

Modify Project Scope and Project Area as follows:

PROJECT SCOPE: The scope of the Park Pathway System improvements may also include, the construction of a coquina stone pathway and native Florida landscaping.

Project Area: The location of the improvements is as follows:

- Along North side of Canal 11, between Kirk Road and Davis Road.

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

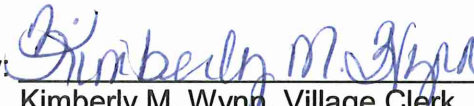
IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand the day and year above written and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)



VILLAGE OF PALM SPRINGS

By: 
Bev Smith, Mayor

By: 
Kimberly M. Wynn, Village Clerk

By: _____
Attorney for Subrecipient
(Signature Optional)

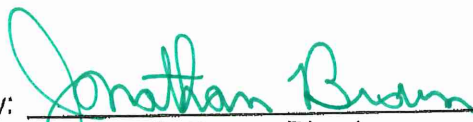
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

R2022 0594

JUN 14 2022

**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

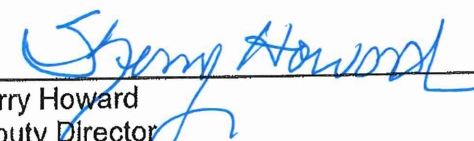
Date: May 2, 2022

**Approved as to Form and
Legal Sufficiency**

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

Digitally signed by Howard J. Falcon III
DN: c=org, DC=pbogov, OU=Enterprise,
OU=ATT, OU=Users, CN=Howard J. Falcon III,
email=hfalcon@pbogov.org
Location: your signing location here
Date: 2022.04.27 11:26:56-04'00'
Foxit PDF Reader Version: 11.2.1

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

By: 
Sherry Howard
Deputy Director

RESOLUTION NO. 2022-17

A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO ENTER INTO AMENDMENT NO. 1 TO THE COMMUNITY BLOCK GRANT (CDBG) AGREEMENT WITH PALM BEACH COUNTY TO MODIFY THE SCOPE OF IMPROVEMENTS AND CONSTRUCTION OF THE PATHWAY PARK SYSTEM PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the 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

Resolution No. 2022-17 CDBG Pathway Park – Amendment No. 1– Change the Scope of the Project

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 \$130,515 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; and

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

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

Section 2. The Village Council authorizes and directs the Parks and Recreation Director to submit Amendment 001 to the Agreement to the to the Palm Beach County Housing and Community Development to modify the scope of the Pathway Connector Park project system to include the construction of coquina stoner pathway and Native Florida landscaping along the North Side of Canal 11, between Kirk Road and Davis Road.

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

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

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

Resolution No. 2022-17 CDBG Pathway Park – Amendment No. 1– Change the Scope of the Project

	<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 14th day of April 2022

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

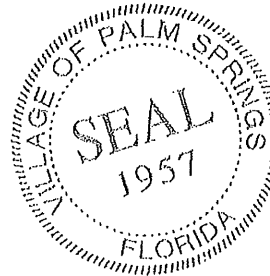
BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY





Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Administration

ITEM Approve Agreement for Foreclosure/Code Enforcement Legal Services - Goren, Cherof,
#16: Doody & Ezrol, P.A. - Brian Sherman

SUMMARY: Village staff requests approval of an Agreement for Legal Services with the law firm Goren, Cherof, Doody & Ezrol, P.A. Mr. Brian Sherman is a partner with Goren Cherof who specializes in code enforcement, nuisance abatement, foreclosures, and declaratory judgments. He will be assisting the Village in these matters at the recommendation of Village Attorney Torcivia.

The proposed Agreement provides compensation at the rate of \$250/hour for these specialized legal services and establishes a two (2)-year term, with the ability for extensions.

To assist in our efforts to preserve the "historical" character of the Village, eliminate nuisances and blighting conditions that negatively impact neighboring residents, and hold absentee landlords accountable for maintaining our community's established standards, the Village Staff recommended retaining Mr. Sherman.

The proposed Agreement was prepared by Goren Cherof and reviewed by the Village Attorney and Village Manager.

FISCAL IMPACT:

Funding to support these specialized legal services is available within the FY 2023 General Fund Budget - Legal. The Village will not expend more than the amount within the approved budgets as they may be adopted/amended each year for these services over the term of this agreement.

ATTACHMENTS:

1. Proposed Agreement for Legal Services - Foreclosure/Code Enforcement

**VILLAGE OF PALM SPRINGS
AGREEMENT FOR LEGAL SERVICES**

This Agreement ("Agreement") is made as of the _____ day of _____, 2022, by and between the **Village of Palm Springs**, a Florida Municipal Corporation, whose mailing address is 226 Cypress Lane, Palm Springs, Florida 33461 ("Village") and **Goren, Cherof, Doody & Ezrol, P.A.**, whose mailing address is 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308 . ("Firm").

In consideration of the mutual promises contained in this Agreement (hereinafter referred to as the "Agreement"), the Village and Firm (collectively also referred to as "the parties") agree as follows:

SECTION 1 –SCOPE OF SERVICES AND TERM

1.1 The Village engages the Firm to provide legal services related to the foreclosure of identified Village code enforcement liens and other related legal services as may arise from time to time. The term of this Agreement shall be for two (2) years and may be extended upon written agreement of the parties. The Village and the Firm reserve the right to earlier terminate this Agreement upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties arising out of transactions that occurred prior to termination.

SECTION 2 – REMEDIES

2.1 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, 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 or by statute or otherwise.

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

3.2 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, the parties agree that each party shall be responsible for its own attorney's fees.

SECTION 4 - AUTHORITY TO PRACTICE

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 5 – SEVERABILITY

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

SECTION 6 - PUBLIC ENTITY CRIMES

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Firm certifies that it, its 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.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The Village and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 – WAIVER

8.1 Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 9 – COMPLIANCE

9.1 Each of the parties agrees to perform its obligations under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under this Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 10 – EFFECTIVENESS

10.1 This Agreement shall not become effective until approved by the Village Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 11-- PALM BEACH COUNTY IG

11.1 In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 12 – INDEPENDENT CONTRACTOR

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

SECTION 13 –COMPENSATION AND INVOICING

13.1 The Village shall compensate the Firm at the hourly rate of Two Hundred Fifty Dollars (\$250.00) per hour, except for travel time which shall be billed at one-half the hourly rate, or One Hundred Twenty-Five dollars per hour. The Village shall not reimburse the Firm for any additional costs incurred as a direct

or indirect result of the Firm providing services to the Village under this Agreement, except for those costs allowed under paragraph 13.5.

13.2 The Firm shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement and the remaining Contract Documents in the previous month. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Firm's invoice.

13.3 All invoices must be submitted to the Finance Department, 226 Cypress Lane, Palm Springs, FL 33461, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The Village does not accept grouping of activities or "block billing." Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by the Village.

13.4 The Village will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought.)

The Village will not pay for local facsimile transmissions.

Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

For all disbursements, the Village requires copies of paid receipts, invoices, or other documentation acceptable to the Village of Palm Springs Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

The Village will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Village requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the Village will not pay for research that is routine in nature. The Village will pay only for updating and shepardizing existing research and/or fact specific research.

SECTION 14 - INSURANCE

14.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the Village and the Firm.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Automobile Liability (optional /per case basis)	\$300,000 combined Single Limit
Workers’ Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance upon request by the Village. The Village shall be identified as an “Additional Insured” on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

SECTION 15 - COUNTERPARTS

15.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

VILLAGE OF PALM SPRINGS

ATTESTS:

By: _____
Kimberly Wynn, Village Clerk

By: _____
Michael Bornstein, Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Village Attorney

GOREN, CHEROF, DOODY & EZROL, P.A.

By: Samuel S. Goren, PRES., 9/27/22
Samuel S. Goren, President



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM Resolution No. 2022-47 - Approve Utilities Interlocal Agreement for the Sale of Water -
#17: Town of Lake Clarke Shores

Summary: The Utilities Department is requesting the Village enter into an interlocal agreement with the Town of Lake Clarke Shores for the bulk sale of water. The Village has provided the bulk sale of water to the Town of Lake Clarke Shores for over 34 years, and the new agreement would ensure that the Village continues to provide water to our neighboring community.

If approved, the agreement will be in perpetuity and include new terms from the current agreement (Resolution No. 2022-47).

During their meeting on September 27, 2022, the Town Council of Lake Clarke Shores adopted Resolution No. 2022-47, authorizing the approval of the agreement commencing with the agreement of the Village Council.

The Village Attorney prepared the proposed Interlocal Agreement and reviewed it with the Assistant Village Manager, Utilities Director, and Assistant Utilities Director.

FISCAL IMPACT:

ATTACHMENTS:

1. Interlocal Agreement - Lake Clarke Shores Water Service
2. REs No. 2022-47



Town of Lake Clarke Shores

Palm Beach County's Premier Lakeside Community Since 1957

October 6, 2022

Paul R. Shalhoub
Mayor

Robert M. W. Shalhoub
Vice Mayor

Gregory Freebold
President Pro-Tem

Valentin Rodriguez, Jr.
Council Member

Robert O. Gonzalez
Council Member

Daniel P. Clark, P.E.
Town Manager

Mary Pinkerman
Town Clerk

William Smith, III
Chief of Police

Paul Ward, Assistant Utilities Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Interlocal Agreement for Water Service

Dear Mr. Ward:

Please find enclosed duplicate partially executed Interlocal Agreements between the Town of Lake Clarke Shores and the Village of Palm Springs for the Village's execution. Please mail back to me one fully executed Agreement for our records.

Sincerely,

Emilie Pearson, Deputy Town Manager

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022, in accordance with the provisions of Section 163.01, Florida Statutes, by and between the Town of Lake Clarke Shores, Florida ("Town") and the Village of Palm Springs, Florida ("Village").

WHEREAS, on May 26, 1977, the Village and Florida Water Service, Inc. ("Corporation") entered into an agreement for the provision of municipal water service by the Village to the Corporation; and

WHEREAS, on November 10, 1988, the Village and Town entered into an agreement acknowledging the acquisition of the Corporation's assets by the Town and the assignment of said agreement; and

WHEREAS, on June 1, 1993, the Village and Town entered into an interlocal agreement for the expansion of Village municipal water service into the Town, including the construction of certain improvements to the existing system; and

WHEREAS, the Village and Town have generally completed the majority of these planned potable water improvements within the Town's Utility System and the Village's Utility Service Area; and

WHEREAS, the Town and Village desire to clarify requirements and expectations of the Town as a "Large User" of the Village's water utility service.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties, the adequacy and sufficiency of which is hereby acknowledged, the Village and the Town agree as follows:

1. **Recitals Adopted.** The above recitals are true, and incorporated herein.
2. **Infrastructure and Service Delivery Provisions.**
 - a. This agreement shall be construed as including by reference, and supplementing all other agreements between the parties and their predecessors in interest on the subject of water distribution, including but not limited to the agreements of May 26, 1977, November 10, 1988, June 8, 1989, and June 1, 1993. Any conflict in terms between those agreements and this agreement shall be resolved in favor of the latter agreement, except when to do so constrains the provision of water service to residential customers.
 - b. The Town's Utility System (f/k/a Phase III) is interconnected to the Village's water utility via three (3) meters in order to balance pressure. The existing meters may be replaced (upsized) in the future, subject to applicable meter replacement charges. The Village shall be responsible for the provision of treated water at these points of service with an average flow of 100,000 gallons per day at a minimum pressure of fifty (50) pounds per square inch except during times of emergency, unexpected system repairs, or an agreed upon shut down. The Town shall pay the Village a water volume charge based on the actual metered water flow from the Village to the Town through these delivery points. The Village has established by Ordinance a water volume charge for Large Users, which rate is subject to change as approved by the

Village Council. There shall be no monthly base fee (readiness to serve) charged, and the Town shall only be charged for actual metered flow as a Large User for a consecutive (municipal) system.

- c. As of the effective date of this agreement, new users connecting to the Town's Utility System shall not be subject to Village Connection Fees, Capital Contribution Fees or Readiness to Service Fees.

3. **Effective Date.** This agreement shall take effect upon execution by both parties. This agreement will be executed in two (2) counterparts.

EXECUTED on September 27, 2022 by authority of the Town Council.

TOWN OF LAKE CLARKE SHORES, FLORIDA



Paul R. Shalhoub, Mayor

ATTEST:



Mary Pinkerman, CMC

(SEAL)

Approved as to form and legal sufficiency:



EXECUTED on _____, 2022 by authority of the Village Council as provided in Resolution No. 2022-_____.

VILLAGE OF PALM SPRINGS, FLORIDA

Beverly Smith, Mayor

ATTEST:

(SEAL)

Kimberly M. Wynn, CMC

Approved as to form and legal sufficiency:

Prnpared by and return to
Paul J. Nicoletti, Village Attorney
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

L/

HPK11-177/ 8:38am 7/7-12/10U
ORE 9740 P 1081
=====

RESOLUTION NO. 97-12

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, .FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE CLARKE SHORES AND THE VILLAGE OF PALM SPRINGS FOR SERVICES OF THE VILLAGE'S PUBLIC SERVICE DEPARTMENT, AUTHORIZING THE MAYOR TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs is willing to make certain service of the of Village of Palm Springs Department of Public Services available to the Town of Lake Clarke Shores for fair consideration; and

WHEREAS, the Town of Lake Clarke Shores desires to contract with the Village for services on an "as needed basis",

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

Section 1. The Village of Palm Springs, Florida, hereby agrees to the terms and conditions of that certain Agreement with the Town of Lake Clarke Shores which is attached hereto as Exhibit A, and which are incorporated herein by reference.

Section 2. The Town of Lake Clarke Shores has approved and executed said agreement by unanimous vote of the Town Council on March 4, 1997.

Section 3, The Mayor of the Village of Palm Springs is authorized to execute said agreement.

Resolution No. 97-12

Section 4. Upon execution of the agreement, the Village Clerk shall forthwith return a certified copy of this Resolution, together with a copy of the said Agreement to the Town of Lake Clarke Shores. A copy of this Resolution shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 5. This Resolution shall become effective immediately upon adoption.

Councilmember 0=s=b=o=r=n=e_____ offered the foregoing resolution. Councilmember
_E:m='l :t=h_____ seconded the motion, and upon being put to a vote, the vote was as follows:

JOHN M. DAVIS, MAYOR
KARON B. SHODA, VICE MAYOR
CHESTER D. OSBORNE, MAYOR PRO TEM
JULIUS LEVINE, COUNCILMEMBER
BEV SMITH, COUNCILMEMBER

Aye
Aye
Aye
Aye
Aye

The Mayor thereupon declared the Resolution duly passed and adopted this 27th day of March, 1997.

VILLAGE COUNCIL OF THE VILLAGE OF
PALM SPRINGS

BY: John M. Davis
JOHN M. DAVIS, MAYOR

ATTEST:

Irene L. Burroughs
IRENE L. BURROUGHS, VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY: Paul J. Nicoletti
PAUL J. NICOLETTI, VILLAGE ATTORNEY





Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Utilities

ITEM Authorize Vehicle Purchases - Cooperative Purchases - Utilities Department (FY 2023
#18: Budget Funded)

SUMMARY: The Utilities Department needs to purchase vehicles to support the daily operational utility services and activities that are provided for our community. To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Sheriff's Association & Florida Association of Counties contract awarded to various vendors (including Duval Ford). The Sheriff's Association & Florida Association of Counties completed a competitive selection process – Pursuit, Administrative & Other Vehicles (Bid #FSA22-VEH30.0 - October 1, 2022) and Heavy Trucks & Buses (Bid #FSA22-VEH20.0 - October 1, 2022) . Bid documents are on file in the Office of the Village Clerk.

Within the FY 2023 budget, the Village Council approved \$80,000 to be used to purchase two (2) utility vehicles and \$195,000 to be used to purchase one (1) utility crane truck. However, after receiving quotes for the requested vehicles available in October each year, the Utility department will purchase one (1) Ford F-250 instead of two (2). Through the Sheriff's Association & Florida Association of Counties bid, the Utilities Department was able to obtain a price of \$58,664.00 to purchase one (1) Ford F-250 3/4 Ton Truck with a Utility Bed and \$151,077.00 to purchase one (1) Ford F-550 with a crane attachment.

If approved, the Village would accept Duval Ford's pricing by piggybacking the Sheriff's Association & Florida Association of Counties' contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

In accordance with Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this purchasing code. The council must approve all village purchases from a cooperative purchasing agreement which are anticipated to have a total value of more than \$35,000.00.

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

FISCAL IMPACT:

Funds to support this proposed vehicle purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Proposed Vehicle Quote F-250 - Duval Ford
2. Proposed Vehicle Quote F-550 - Duval Ford
3. Invitation to Bid - Florida Sheriffs Association FSA22-VEH20.0 - Heavy Trucks and Buses
4. Notice of Award - Florida Sheriffs Association - Notice of Final Award

UTILITIES

Prepared for:		Contract Holder	DATE:
VILLAGE OF PALM SPRINGS (UTILITIES) MIKE WOOD 561-723-3855 mwood@vpsfl.org		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210 SOUTH	10/24/22
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA22-VEL30.0 Heavy Equipment and Trucks FSA22-VEH 20.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price
0	SPEC 106	2023 FORD F-250 REG CAB 3/4 TON PICKUP TRUCK - 4X2 (F2A)	\$ 40,547.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	142	142" WHEEL BASE 8' BED	NC
0	90L	POWER WINDOWS/ DOOR LOCKS	NC
0	534	HEAVY DUTY TOWING PACKAGE	\$ 1,485.00
0	52B	TRAILER BRAKE CONTROLLER	\$ 299.00
0	SPRAY SB	SPRAY IN BEDLINER TO INCLUDE TOPS	\$ 1,100.00
0	SPRAY BPR	SPRAY REAR BUMPER	\$ 235.00
0	TINT 1	TINT WINDOWS ON FRONT 2 WINDOWS TO INCLUDE FRONT STRIP	\$ 225.00
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	76C	BACKUP ALARM	\$ 149.00
0	RS/CAM RELOCATE	RELOCATE CAMERA ONCE SERVICE BODY IS COMPLETE	\$ 245.00
0	8SB	KNAPHEIDE SERVICE BODY (696J)	\$ 11,400.00
0	CABSHLD B	CAB SHIELD WITH MINI LIGHT BAR PROVISION	\$ 870.00
0	31*	SHIP THROUGH TO INCLUDE CERTIFICATION, WEIGHT SLIP, MSO & DEALER PDI	\$ 650.00
0	LED PKG 1	(4) WHELEN LED LIGHTS (2- SURFACE MOUNTED IN GRILLE & 2- IN TAIL LIGHTS (AMBER)	\$ 810.00
0	LED PKG 2	WHELEN 16" MINI LED LIGHT BAR INSTALLED ON ROOR (AMBER WITH AMBER LENS)	\$ 605.00
0	INCL	LIGHTS HOOKED TO (1) SWITCH	NC
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 58,664.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 58,664.00

VILLAGE OF PALM SPRINGS

Prepared for:		Contract Holder		DATE:	
VILLAGE OF PALM SPRINGS MIKE WOOD 561-723-3855 mwood@vpsfl.org		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210 SOUTH		11/1/22	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL					
		We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA22-VEL30.0 Heavy Equipment and Trucks FSA22-VEH 20.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment		Price	
0	SPEC 77	2023 FORD F-550 SUPER DUTY REGULAR CAB & CHASSIS 4X4 XL- F5H		\$ 54,591.00	
0	660A	XL TRIM PACKAGE		NC	
0	99T	6.7L POWER STROKE DIESEL ENGINE		NC	
0	44G	10-SPEED AUTO TRANSMISSION		NC	
0	WB.169	169" WHEEL BASE 84" CA		NC	
0	90L	POWER WINDOWS/ DOOR LOCKS		\$ 1,099.00	
0	534	HEAVY DUTY TOWING PACKAGE		\$ 1,650.00	
0	52B	TRAILER BRAKE CONTROLLER		\$ 299.00	
0	942	DAYTIME RUNNING LIGHTS		\$ 44.00	
0	76C	BACKUP ALARM		\$ 149.00	
0	872	FACTORY BACKUP CAMERA		\$ 414.00	
0	RS/CAM RELOCATE	RELOCATE CAMERA ONCE SERVICE BODY IS COMPLETE		\$ 285.00	
0	CB12	11FT KNAPHEIDE CRANE BODY, 6132DL44- with 21" Storage Bumper. Includes Dual Outrigger, Body Reinforcement, Spring Build Up and Step Bumper		\$ 38,000.00	
0	HYD CRANE 10	CRANE: 7,000LB STELLAR 7630 WITH 30' POWER REACH, FM WIRELESS CONTROL, 25 GALLON HYDRAULIC RESERVOIR, HOSES & BOOM REST		\$ 40,800.00	
0	KSB OPT 19	OUTRIGGERS: FULLY HYDRAULIC		\$ 5,005.00	
0	PTO	TRANSMISSION POWER TAKE-OFF		\$ 3,986.00	
0	CABSHLD B	CAB SHIELD WITH MINI LIGHT BAR PROVISION		\$ 870.00	
0	31*	SHIP THROUGH TO INCLUDE CERTIFICATION, WEIGHT SLIP, MSO & DEALER PDI		\$ 650.00	
0	SPRAY BPR	SPRAY IN BEDLINER TO INCLUDE TOPS		\$ 1,360.00	
0	SPRAY BPR	SPRAY REAR BUMPER		\$ 235.00	
0	TINT 1	TINT WINDOWS ON FRONT 2 WINDOWS TO INCLUDE FRONT STRIP		\$ 225.00	
0	LED PKG 1	(4) WHELEN LED LIGHTS (2- SURFACE MOUNTED IN GRILLE & 2- IN TAIL LIGHTS (AMBER)		\$ 810.00	
0	LED PKG 2	WHELEN 16" MINI LED LIGHT BAR INSTALLED ON ROOF (AMBER WITH AMBER LENS)		\$ 605.00	
0	INCL	LIGHTS HOOKED TO (1) SWITCH		NC	
0					
0	Z1	EXTERIOR: OXFORD WHITE		NC	
0	AS	INTERIOR: GRAY VINYL 40/20/40		NC	
0		VINYL FLOOR		NC	
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.			
UNIT COST				\$ 151,077.00	
TOTAL QUANTITY		1		TOTAL PURCHASE	
				\$ 151,077.00	



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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Other Agencies & Organizations

Florida Sheriffs Association

Cooperative Fleet Bid

CPP@FISheriffs.org

INVITATION TO BID ADVERTISEMENT: FSA22-VEH20.0 – Heavy Trucks & Buses

The Florida Sheriffs Association invites interested bidders, including manufacturers to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the Contract Administrator in the solicitation process and the administration of the resulting contract. The purpose of this bid is to establish a twenty-four (24) month contract, beginning October 1, 2022 and ending September 30, 2024.

The Florida Sheriffs Association invites interested bidders to submit bids. Refer to the Bid Calendar for major bid tasks, activities, and dates. **All prospective bidders are required to attend the MANDATORY Pre-Bid Meeting.**

BID CALENDAR ITEM	DATE
Bid Announcements	5/17/22 & 5/31/22
Mandatory Pre-Bid Meeting FSA22-VEL30.0	7/13/2022
FSA Bid System Training	7/19/2022
Bid System Opens	8/4/2022
Bid Submissions Due	8/25/2022
Public Bid Opening	8/26/2022
Intent To Award Posted	9/16/2022
Effective Date Of New Contract	10/1/2022

Bid Submittals will be received via VendorLink an online platform by August 25, 2022. Optional bidder training for this platform will be July 19, 2022.

This contract shall be awarded to the lowest responsive bidder by item bid. Multiple awards may be given. Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise agreed to by the FSA.

Bidders are hereby advised that the Florida Sheriffs Association reserves the right to reject any and all bids, or separate portions thereof, and to waive any irregularity, technicality or omission if the FSA determines that doing so will serve in the FSA's best interest. The FSA may also reject any bid not submitted in the manner specified by the solicitation documents.

Bookmark [our website](#) to stay up to date on the latest bid announcements.

FSA Cooperative Purchasing Program



FSA22-VEH20.0 Full Award Document



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2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

NOTICE OF FINAL AWARD FSA22-VEH20.0: Heavy Trucks and Buses

Date: October 1, 2022

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Award for Contract FSA22-VEH20.0: Heavy Trucks and Buses

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its 20th year of the cooperative purchasing contract for heavy trucks and buses. The FSA is issuing a Notice of Award for the contract, that will be effective from October 1, 2022, through September 30, 2023. This year's bid included 152 items offering tactical armored vehicles, conventional and electric buses, refuse trucks, mobile command units, cab and chassis trucks.

The competitive process for this award began in April 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products. An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On April 22, 2022, a direct notification was sent to 753 prospective bidders to participate in a voluntary bidder workshop and to register for bid qualification. The three-month ITB advertisement resulted in 79 pre-bid attendees or waivers. Of these respondents, 33 submitted bids and 29 qualified.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Buses Electric: 19 To 20 Passenger Capacity Range, Van Type Cutaway Chassis

FSA Item Group Description

- Motor: 160 kw, 215 hp (minimum); Batteries: 68 kw (minimum)
- Charging Rate: NOTE: Charging rate will depend on utilizing chargers from option list, Level II 8 hours, Level III 2 hours
- Range: 100 miles (approximate depending on battery size, load, terrain, a/c usage and driving habits)
- GVWR: 14,500 lbs.(approximate, sized to meet passenger capacity)
- Wheelbase: 138 in (approximate, sized to meet passenger capacity)
- Brakes: Hydraulic brakes w/ ABS, regenerative braking
- Suspension: Sized to meet required GVWR
- Steering: Power steering
- Wheels and Tires: Factory wheels and tires w/wheel covers
- Exterior Body: Welded steel cage construction, 96 in wide (approximate), must meet all applicable FMVSS requirements, fiberglass or steel front and rear caps, one piece roof or steel sheets(spanning the full width of roof), electric actuated passenger entry door w/ full length glass, drivers visibility window in front of entry door, passenger windows w/ tempered safety glass and tint, rear center emergency door w/tempered glass and tint, emergency door prop, breakaway mirrors w/ convex, steel rear bumper, rear mud flaps, midship turn /marker lights, backup camera
- Interior Body: 74 in (approximate) floor to ceiling height, insulation throughout interior, ceiling grabrail (both sides), plywood floor w/ rubber flooring, modesty panel behind driver, entry grabrail both sides of entry door, safety step nosing, dual a/c and heat system, door activated interior/exterior lighting including entry stepwell, interior finished throughout
- Passenger Seating: Seating for 19 passengers, seats w/seatbelts, grab handles on each seat
- Drivers Station: Tilt/telescope steering wheel adjustment, backup camera, gauge package, am/fm radio, rear door alarm, tinted sun visor
- Color: White

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: BUSES ELECTRIC: 19 TO 20 PASSENGER CAPACITY RANGE, VAN-TYPE CUTAWAY CHASSIS

Item: 2, Endera, E-Series, E-Series

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$278,912.00	0.00%	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$278,912.00	0.00%	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$278,912.00	0.00%	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$278,912.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Buses Electric: 20 To 52 Passenger Capacity Range, Conventional Type Chassis

FSA Item Group Description

- Electric Motor: 230 kw, 315 hp
- Batteries: 155 KWH batteries capacity (minimum)
- CHARGING RATE: NOTE: Charge rate will depend on utilizing chargers from option list, Level II 19.2 KW 6.5 to 11-hour charging, Level III 50 KW 2.5-4 hour charging
- RANGE: 120 miles (approximate depending on battery size, load, terrain, a/c usage and driving habits)
- GVWR: 23,500 lbs.(approximate, sized to meet passenger capacity)
- Wheelbase: 273 in (approximate, sized to meet passenger capacity)
- Brakes: Air brakes w/ ABS, and regenerative braking (if available)
- Suspension: (Sized to meet required GVWR) Leaf spring front and rear axle, or air ride is acceptable
- Steering: Power steering
- Wheels and Tires: Factory wheels and tires, painted steel
- Exterior Body: Welded steel cage construction, 96 in wide (approximate), must meet all applicable FMVSS requirements, fiberglass or steel front and rear caps, one piece roof or steel sheets(spanning the full width of roof), electric or air actuated passenger entry door w/ full length glass, drivers visibility window in front of entry door, passenger windows w/ tempered safety glass and tint, rear center emergency door or windows w/tempered glass and tint, emergency door prop, breakaway mirrors w/ convex, steel rear bumper, rear mud flaps, midship turn /marker lights, backup camera
- Interior Body: 77 in (approximate) floor to ceiling height, insulation throughout interior, ceiling grabrail (both sides), plywood floor w/ rubber flooring, modesty panel behind driver, entry grabrail both sides of entry door, safety step nosing, dual a/c and heat system, door activated interior/exterior lighting including entry stepwell, interior finished throughout
- Passenger Seating: Seating for 48 passengers, seats w/seatbelts, grab handles on each seat
- Drivers Station: Tilt/telescope steering wheel adjustment, backup camera, gauge package, am/fm radio, rear door alarm, tinted sun visor
- Color: White

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: BUSES ELECTRIC: 20 TO 52 PASSENGER CAPACITY RANGE, CONVENTIONAL TYPE CHASSIS

Item: 5, Bluebird, Vision Electric

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$429,816.00	0.00%	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$429,816.00	0.00%	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$429,816.00	0.00%	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$429,816.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: BUSES ELECTRIC: 20 TO 52 PASSENGER CAPACITY RANGE, CONVENTIONAL TYPE CHASSIS

Item: 7, Lion Electric, C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	The Lion Electric Co USA INC	\$349,200.00	6.00%	Build	Options
Northern	Primary	The Lion Electric Co USA INC	\$349,200.00	6.00%	Build	Options
Central	Primary	The Lion Electric Co USA INC	\$349,200.00	6.00%	Build	Options
Southern	Primary	The Lion Electric Co USA INC	\$349,200.00	6.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial Type Chassis

FSA Item Group Description

- Electric Motor: 230 kw, 315hp
- Batteries: 155 kw (approximate)
- Charging Rate: NOTE: Charge rate will depend on utilizing chargers from option list, Level II 19.2 KW 6.5 – 11 Hour charging, Level III 50 kw 2.5-4 Hour charging
- Range: 120 miles (approximate depending on battery size, load, terrain, a/c usage, and driving habits)
- GVWR: 36,000 lbs.(approximate, sized to meet passenger capacity)
- Wheelbase: 257 in. (approximate, sized to meet passenger capacity)
- Brakes: Air brakes w/ABS, and regenerative braking (if available)
- Suspension: Conventional type suspension or Air ride suspension (sized to meet required GVWR)
- Steering: Power steering
- Wheels and tires: Factory wheels and tires, painted steel
- Exterior Body: Must meet all applicable FMVSS requirements, welded steel cage construction, 96 in wide (approximate), body length 40 ft (approximate), fiberglass or steel front and rear roof caps, one piece roof or steel sheets(spanning the full width of roof), electric or air actuated passenger entry door w/ full length tempered and tinted safety glass, passenger windows w/ tempered safety glass and tint, emergency exit windows, breakaway mirrors w/ convex (visible through windshield), steel rear bumper, rear mud flaps, midship turn /marker lights, backup camera, steel front and rear bumpers, rear engine compartment lighted and sound insulated w/flip up door held open by gas shocks
- Interior Body: 80 in (approximate) floor to ceiling height, insulation throughout interior, ceiling grabrail (both sides), plywood floor w/ rubber flooring, modesty panel behind driver, entry grabrail both sides of entry door, safety step nosing, dual a/c and heat system, door activated interior/exterior lighting including entry stepwell, interior finished throughout
- Passenger Seating: Seating for 48 passengers, seats w/seatbelts, grab handles on each seat
- Drivers Station: Tilt/telescope steering wheel adjustment, backup camera, gauge package, am/fm radio, door alarm, tinted sun visor
- Color: White

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** BUSES ELECTRIC: 44 TO 80 PASSENGER CAPACITY RANGE, COMMERCIAL-TYPE CHASSIS**Item:** 10, Bluebird, All-American Electric, T3RE

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$463,426.00	0.00%	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$463,426.00	0.00%	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$463,426.00	0.00%	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$463,426.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Buses: 14 To 25 Passenger Capacity Range, Van Type Cutaway Chassis

FSA Item Group Description

- Engine: Diesel
- Transmission: Automatic
- GVWR: 10,350 lbs. (approximate, sized to meet passenger capacity)
- Wheelbase: 156 in (approximate, sized to meet passenger capacity)
- Brakes: Hydraulic brakes w/ ABS
- Suspension: Sized to meet required GVWR
- Steering: Power steering
- Wheels and Tires: Factory wheels and tires, painted steel
- Fuel Capacity: 25 gal
- Exterior Body: Welded steel cage construction, 86 in wide (approximate), body must meet all applicable FMVSS requirements, fiberglass or steel front and rear caps, one piece roof or steel sheets (spanning the full width of roof), electric actuated passenger entry door w/ full length glass, drivers visibility window in front of entry door, passenger windows w/ tempered safety glass and tint, rear center emergency door w/ tempered glass and tint, emergency door prop, breakaway mirrors w/ convex, steel rear bumper, rear mud flaps, midship turn /marker lights, backup camera
- Interior Body: 74 in (approximate) floor to ceiling height, insulation throughout interior, ceiling grabrail (both sides), plywood floor w/ rubber flooring, modesty panel behind driver, entry grabrail both sides of entry door, safety step nosing, dual a/c and heat system, door activated interior/exterior lighting including entry stepwell, interior finished throughout
- Passenger Seating: Seating for 20 passengers, seats w/ seatbelts, grab handles on each seat
- Drivers Station: Tilt/telescope steering wheel adjustment, backup camera, gauge package, am/fm radio, rear door alarm, tinted sun visor
- Color: White

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: BUSES: 14 TO 25 PASSENGER CAPACITY RANGE, VAN-TYPE CUTAWAY CHASSIS

Item: 14, Endera, B-Series, B-Series

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$106,264.00	0.00%	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$106,264.00	0.00%	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$106,264.00	0.00%	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$106,264.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** BUSES: 14 TO 25 PASSENGER CAPACITY RANGE, VAN-TYPE CUTAWAY CHASSIS**Item:** 15, Starcraft, Allstar

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	\$106,958.00	0.00%	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$107,233.00	0.00%	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	\$106,958.00	0.00%	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$107,233.00	0.00%	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	\$106,958.00	0.00%	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$107,483.00	0.00%	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	\$106,958.00	0.00%	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$107,483.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Buses: 20 To 52 Passenger Capacity Range, Conventional Truck Type Cutaway Chassis

FSA Item Group Description

- Engine: 240 hp minimum 6 cyl. diesel
- Transmission: Allison (or equivalent) 6 speed automatic
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Wheelbase: 276 in (approximate, sized to meet passenger capacity)
- Brakes: Hydraulic brakes or air brakes w/ ABS
- Suspension: Leaf spring, or air ride (sized to meet required GVWR)
- Steering: Power steering
- Wheels and Tires: Factory wheels and tires, painted steel wheels
- Fuel Capacity: 50 gal
- Exterior Body: Welded steel cage construction, 96 in wide (approximate), must meet all applicable FMVSS requirements, fiberglass or steel front and rear caps, one piece roof or steel sheets (spanning the full width of roof), electric actuated 36 in passenger entry door w/ full length glass, drivers visibility window in front of entry door, passenger windows w/ tempered safety glass and tint, rear center emergency door w/ tempered glass and tint, emergency door prop, breakaway mirrors w/ convex, steel rear bumper, rear mud flaps, midship turn /marker lights, backup camera
- Interior Body: 77 in (approximate) floor to ceiling height, insulation throughout interior, ceiling grabrail (both sides), plywood floor w/ rubber flooring, modesty panel behind driver, entry grabrail both sides of entry door, safety step nosing, dual a/c and heat system, door activated interior/exterior lighting including entry stepwell, interior finished throughout
- Passenger Seating: Seating for 36 passengers, seats w/ seatbelts, grab handles on each seat
- Drivers Station: Tilt/telescope steering wheel adjustment, backup camera, gauge package, am/fm radio, rear door alarm, tinted sun visor
- Color: White

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: BUSES: 20 TO 52 PASSENGER CAPACITY RANGE, CONVENTIONAL TRUCK-TYPE CUTAWAY CHASSIS

Item: 17, Bluebird

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$144,605.00	0.00%	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$144,605.00	0.00%	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$144,605.00	0.00%	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$144,605.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** BUSES: 20 TO 52 PASSENGER CAPACITY RANGE, CONVENTIONAL TRUCK-TYPE CUTAWAY CHASSIS**Item:** 20, Starcraft, Allstar

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	\$163,968.00	0.00%	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$180,315.00	0.00%	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	\$163,968.00	0.00%	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$180,315.00	0.00%	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	\$163,968.00	0.00%	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$180,565.00	0.00%	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	\$163,968.00	0.00%	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$180,565.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: BUSES: 20 TO 52 PASSENGER CAPACITY RANGE, CONVENTIONAL TRUCK-TYPE CUTAWAY CHASSIS

Item: 21, Thomas Transit Liner, Startrans, PS2

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Sun State International Trucks	\$138,614.00	0.00%	Build	Options
Northern	Primary	Sun State International Trucks	\$138,614.00	0.00%	Build	Options
Central	Primary	Sun State International Trucks	\$138,614.00	0.00%	Build	Options
Southern	Primary	Sun State International Trucks	\$138,614.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Buses: 33 To 54 Passenger Capacity Range, Commercial Type, Rear Engine Chassis

FSA Item Group Description

- Engine: 240 HP minimum 6 cyl. diesel
- Transmission: Allison (or equivalent) 5 speed automatic
- GVWR: 36,000 lbs.(approximate, sized to meet passenger capacity)
- Wheelbase: 257 in. (approximate, sized to meet passenger capacity)
- Brakes: Air brakes w/ABS
- Suspension: Conventional type suspension or Air ride suspension (sized to meet required GVWR)
- Steering: Power steering
- Wheels and tires: Factory wheels and tires, painted steel
- Fuel Capacity: 60 gal minimum
- Exterior Body: Must meet all applicable FMVSS requirements, welded steel cage construction, 96 in wide (approximate), body length 40 ft (approximate), fiberglass or steel front and rear roof caps, one piece roof or steel sheets(spanning the full width of roof), electric or air actuated passenger entry door w/ full length tempered and tinted safety glass, passenger windows w/ tempered safety glass and tint, emergency windows or door, breakaway mirrors w/ convex (visible through windshield), steel rear bumper, rear mud flaps, midship turn /marker lights, backup camera, steel front and rear bumpers, rear engine compartment lighted and sound insulated w/flip up door held open by gas shocks
- Interior Body: 80 in (approximate) floor to ceiling height, insulation throughout interior, ceiling grabrail (both sides), plywood floor w/ rubber flooring, modesty panel behind driver, entry grabrail both sides of entry door, safety step nosing, dual a/c and heat system, door activated interior/exterior lighting including entry stepwell, interior finished throughout
- Passenger Seating: Seating for 48 passengers, seats w/seatbelts, grab handles Drivers Station: Tilt/telescope steering wheel adjustment, backup camera, gauge package, am/fm radio, door alarm, tinted sun visor
- Color: White

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: BUSES: 33 TO 54 PASSENGER CAPACITY RANGE, COMMERCIAL-TYPE, REAR ENGINE CHASSIS

Item: 22, Bluebird, T3RE

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$175,989.00	0.00%	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$175,989.00	0.00%	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$175,989.00	0.00%	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$175,989.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Buses: 36 To 52 Passenger Capacity Range, Commercial Type, Front Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum 6 cyl diesel
- Transmission: Allison (or equivalent) 5 speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Wheelbase: 232 in. (approximate, sized to meet passenger capacity)
- Brakes: Air brakes w/ABS
- Suspension: Conventional type suspension or Air ride suspension (sized to meet required GVWR)
- Steering: Power steering
- Wheels and tires: Factory wheels and tires, painted steel
- Fuel Capacity: 60 gal minimum
- Exterior Body: Must meet all applicable FMVSS requirements, welded steel cage construction, 96 in wide (approximate), body length 40 ft (approximate), fiberglass or steel front and rear roof caps, one piece roof or steel sheets (spanning the full width of roof), electric or air actuated passenger entry door w/ full length tempered and tinted safety glass, passenger windows w/ tempered safety glass and tint, emergency door and or windows, breakaway mirrors w/ convex (visible through windshield), steel rear bumper, rear mud flaps, midship turn /marker lights, backup camera, steel front and rear bumpers, front engine compartment sound insulated w/access door
- Interior Body: 77 in (approximate) floor to ceiling height, insulation throughout interior, ceiling grabrail (both sides), plywood floor w/ rubber flooring, modesty panel behind driver, entry grabrail both sides of entry door, safety step nosing, dual a/c and heat system, door activated interior/exterior lighting including entry stepwell, interior finished throughout
- Passenger Seating: Seating for 52 passengers, seats w/seatbelts, grab handles on each seat
- Drivers Station: Tilt/telescope steering wheel adjustment, backup camera, gauge package, am/fm radio, rear door alarm, tinted sun visor
- Color: White

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: BUSES: 36 TO 52 PASSENGER CAPACITY RANGE, COMMERCIAL-TYPE, FRONT ENGINE CHASSIS

Item: 25, Bluebird, T3FE

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$157,814.00	0.00%	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$157,814.00	0.00%	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$157,814.00	0.00%	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$157,814.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks Electric: 54,000 Lb. GVWR 4x6 Semi Tractor

FSA Item Group Description

- MOTOR: 340KW (455 hp) electric motor
- TRANSMISSION: 2 Speed transmission, differential mounted
- BATTERIES: 375 KWH storage capacity, frame mounted
- CHARGING SYSTEM: On board charging system,(for emergency use only) NOTE: Daily use charger will need to be selected from truck option list
- CHARGING RECEPTACLE: NOTE: Charging receptacle location, size and type should be selected from truck option list to correspond with charger selected
- CHARGING RATE: NOTE: Charge rate will depend on utilizing chargers from option list, AC 19.2 KW 7.5-15 hour charging, DC Fast 150 KW 1-2 hour charging
- RANGE: 150 miles (approximate depending on mounted truck equipment and driving habits)
- FRONT AXLE: 14,000 lb. GVWR front axle and suspension, shock absorbers
- REAR AXLE: 40,000 lb. GVWR tandem rear axle and suspension, rear differential lock, synthetic lube
- FIFTH WHEEL: Fixed fifth wheel set by manufacturer, Holland type (or equivalent)
- BRAKES: air brakes; ABS brake system: regenerative braking, disc or drum brakes, air dryer
- TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 54,000 lb. GVWR
- CHASSIS, FRAME, CAB: Rear mudflaps and hangers, manufacturer's standard front bumper; factory front tow hooks; cab to center of rear axle – 138 in (approximate), tractor kit (slide bar, spring hanger, gladhands and light plug holder
- COMFORT ITEMS: 2 – Keys and/or fobs; A/C and Heat, Manufacturer's standard AM/FM stereo; Heavy duty rubber floor covering, drivers seat air suspension type, manufacturers standard passenger seat, power windows, power door locks (if available), cruise control
- SAFETY ITEMS: Dual mount outside mirrors must provide a field of vision for vehicles to 102" width and lower convex mirrors, heated and power adjust mirrors, exterior/interior grab handles, tinted glass, adjustable tilt /telescope steering column, backup alarm, lookdown on passenger door, led lights (turn tail, brake, markers) fire extinguisher, triangle kit
- COLOR: White

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS ELECTRIC: 54,000 LB GVWR 4X6 SEMI TRACTOR

Item: 28, Kenworth, T680E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Kenworth of Jacksonville	\$414,639.00	0.00%	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$414,389.00	0.00%	Build	Options
Central						
Southern						

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS ELECTRIC: 54,000 LB GVWR 4X6 SEMI TRACTOR

Item: 29, Peterbilt, 579EV

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$452,927.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$452,927.00	0.00%	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$452,927.00	0.00%	Build	Options
Southern						

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS ELECTRIC: 54,000 LB GVWR 4X6 SEMI TRACTOR

Item: 30, Volvo, VNR

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Nextran Truck Centers	\$364,521.00	0.00%	Build	Options
Northern	Primary	Nextran Truck Centers	\$364,521.00	0.00%	Build	Options
Central	Primary	Nextran Truck Centers	\$364,521.00	0.00%	Build	Options
Southern	Primary	Nextran Truck Centers	\$364,521.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks Electric: Tilt 26,000 Lb. GVWR (DRW) 4x2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications
- MOTOR: 250KW (355 hp) electric motor
- BATTERIES: 282 KWH storage capacity, frame mounted
- CHARGING SYSTEM: On board charging system,(for emergency use only) NOTE: Daily use charger will need to be selected from truck option list
- CHARGING RECEPTACLE: NOTE: Charging receptacle location, size and type should be selected from truck option list to correspond with charger selected
- CHARGING RATE: NOTE: Charge rate utilizing chargers from option list, AC 19.2 KW 7.5-15 hour charging, DC Fast 150 KW 1-2 hour charging
- RANGE: 200 miles (approximate depending on mounted body, truck equipment and driving habits)
- FRONT AXLE: 10,000 lb. GVWR front axle and suspension
- REAR AXLE: 16,000 lb. GVWR rear axle and suspension, rear differential lock, synthetic lube,
- COMFORT ITEMS: 2 – Keys and/or fobs; A/C and Heat, Manufacturer`s standard AM/FM stereo; Heavy duty rubber floor covering, drivers seat air suspension type, passenger seat bench type, power windows, power door locks (if available), cruise control
- SAFETY ITEMS: Dual mount outside mirrors must provide a field of vision for vehicles to 102" width and lower convex mirrors, heated and power adjust mirrors, backup alarm, fire extinguisher, triangle kit
- BRAKES: air brakes; ABS brake system: regenerative braking, disc front, drum rear
- TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 26,000 lb. GVWR.
- CHASSIS, FRAME, CAB: Rear mudflaps and hangers, manufacturer`s standard steel front bumper; factory front tow hooks; cab to center of rear axle – 182 in (approximate),hydraulic cab tilt, 90 degree opening doors
- COLOR: White

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS ELECTRIC: TILT CAB 26,000 LB GVWR (DRW) 4X2

Item: 31, Battle Motors / Crane Carrier, LNT

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$393,077.00	0.00%	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$393,077.00	0.00%	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$393,077.00	0.00%	Build	Options
Southern						

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS ELECTRIC: TILT CAB 26,000 LB GVWR (DRW) 4X2

Item: 33, Peterbilt, 220EV, 220

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$349,184.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$349,184.00	0.00%	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$349,184.00	0.00%	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$351,986.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 1 Ton (DRW) 4x2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
 - ENGINE: Manufacturer's standard gas engine, alternator, battery and cooling package.
 - TRANSMISSION/AXLES: Manufacturer's standard automatic transmission; Manufacturer's standard drive axle ratio for engine and transmission combination.
 - PERFORMANCE ITEMS: Manufacturer's standard power steering; Manufacturer's standard gauges. COMFORT ITEMS: Air conditioning; 2 – keys and/or fobs; Manufacturer's standard AM/FM stereo; Heavy duty rubber floor covering instead of carpet; Manufacturer's standard production seats. Purchaser will select color at time of order.
 - SAFETY ITEMS: Dual mount outside mirrors to provide field of vision for vehicles to 96" wide; Interior dome lights with left and right door activated switches; Manufacturer's standard air bags.
 - BRAKES: Four-wheel anti-lock brake ABS system.
 - TIRES AND WHEELS: Manufacturer's standard tires and wheels.
 - CHASSIS, FRAME, CAB: Manufacturer's standard bumper; Manufacturer's standard fuel tank; Manufacturer's standard colors, factory painted. Colors to be determined by individual purchasing agencies.
-

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X2**Item:** 34, Chevrolet, Silverado 3500HD Crew Cab, CC31043

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	\$34,217.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	\$34,071.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	\$34,217.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	\$34,330.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X2**Item:** 35, Chevrolet, Silverado 3500HD Regular Cab, CC31003

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	\$31,618.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	\$31,062.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	\$31,512.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	\$31,598.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X2**Item:** 36, Ford, F-350 Regular Cab, F3G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$37,895.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$40,351.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$42,036.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$37,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$40,151.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$42,000.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$37,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$40,351.00	40,451.00%	Build	Options
	Alternate	BOZARD FORD	\$42,036.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$37,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$40,451.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$42,036.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X2**Item:** 37, Ford, F-350 Super Cab, X3G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$39,995.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$42,424.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$44,093.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$39,795.00	1.00%	Build	Options
	Alternate	Garber Ford Inc	\$42,072.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$42,224.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$39,595.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$42,424.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$44,093.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$39,595.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$42,524.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$44,093.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X2**Item:** 38, Ford, F-350 Super Crew, W3G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$40,795.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$43,215.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$44,878.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$40,595.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$43,015.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$44,863.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$40,395.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$43,215.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$44,878.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$40,395.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$43,315.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$44,878.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X2**Item:** 41, Ram, 3500 Regular Cab, DD3L63

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$42,988.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	\$43,500.00	1.00%	Build	Options
Northern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$42,888.00	0.00%	Build	Options
Central	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$42,788.00	0.00%	Build	Options
Southern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$42,888.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 1 Ton (DRW) 4x4

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: Air conditioning; 2 – keys and/or fobs; Limited slip or locking differential.
 - ENGINE: Manufacturer's standard gas engine, alternator, battery and cooling package.
 - TRANSMISSION/AXLES: Manufacturer's standard automatic transmission; Manufacturer's standard drive axle ratio for engine and transmission combination; Manufacturer's standard transfer case.
 - PERFORMANCE ITEMS: Manufacturer's standard power steering; Manufacturer's standard gauges. COMFORT ITEMS: Manufacturer's standard AM/FM stereo; Heavy duty rubber floor covering instead of carpet; Manufacturer's standard production seats. Purchaser will select color at time of order.
 - SAFETY ITEMS: Dual mount outside mirrors to provide field of vision for vehicles to 96" wide; Interior dome lights with left and right door activated switches; Manufacturer's standard air bags.
 - BRAKES: Four-wheel anti-lock brake ABS system.
 - TIRES AND WHEELS: Manufacturer's standard tires and wheels.
 - CHASSIS, FRAME, CAB: Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies; Manufacturer's standard fuel tank; Manufacturer's standard bumper.
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Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X4**Item:** 42, Chevrolet, Silverado 3500HD Crew Cab, CK31043

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	\$36,593.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	\$36,287.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	\$36,601.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	\$36,587.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X4**Item:** 43, Chevrolet, Silverado 3500HD Regular Cab, CK31003

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	\$33,510.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	\$33,085.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	\$33,421.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	\$33,504.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X4**Item:** 44, Ford, F-350 Super Crew, W3H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$43,995.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$46,732.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$48,369.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$43,795.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$46,532.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$48,369.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$43,595.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$46,732.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$48,369.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$43,595.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$46,832.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$48,369.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X4**Item:** 45, Ford, F-350 Super Cab, X3H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$43,195.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$45,945.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$47,588.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$42,995.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$45,745.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$47,588.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$42,795.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$45,945.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$47,588.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$42,795.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$46,045.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$47,588.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X4**Item:** 46, Ford, F-350 Regular Cab, F3H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$41,095.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$43,845.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$45,504.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$40,895.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$43,645.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$45,494.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$40,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$43,845.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$45,504.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$40,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$43,945.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$45,504.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 1 TON (DRW) 4X4

Item: 49, Ram, 3500 Regular Cab, DD8L63

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	\$45,995.00	1.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	\$46,152.00	0.00%	Build	Options
Northern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$46,052.00	0.00%	Build	Options
Central	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$45,952.00	0.00%	Build	Options
Southern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$46,052.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 15,000 Lb. GVWR (DRW) 4x2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
 - ENGINE: Manufacturer's standard diesel engine; Manufacturer's heavy-duty engine cooling; Heavy duty alternator.
 - TRANSMISSION/AXLES: Manufacturer's standard automatic transmission.
 - COMFORT ITEMS: Air conditioning; 2 – keys and/or fobs; Manufacturer's standard AM/FM stereo; Heavy duty rubber floor; Vinyl seating.
 - SAFETY ITEMS: Dual mount outside mirrors must provide a field of vision for vehicles to 96" width and convex mirrors; Back-up camera, if required by federal standards. BRAKES: 4-wheel ABS system.
 - TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 15,000 lb. GVWR.
 - CHASSIS, FRAME, CAB: Manufacturer's standard front bumper; Fuel tank capacity, 25 gallons minimum; Cab to center of rear axle - 60" approximately; Minimum 15,000 lbs. GVWR; Cab & Chassis only.
-

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 15,000 LB GVWR (DRW) 4X2**Item:** 52, Ford, F-450 Crew Cab, W4G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,660.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,059.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,660.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,059.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,095.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,660.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,059.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,095.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,660.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,059.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 15,000 LB GVWR (DRW) 4X2**Item:** 53, Ford, F-450 Regular Cab, F4G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$48,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$49,800.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$53,220.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$48,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$49,800.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$53,220.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$48,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$49,800.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$53,220.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$48,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$49,800.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$53,220.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 15,000 LB GVWR (DRW) 4X2**Item:** 54, Ford, F-450 Super Cab, X4G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$50,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$51,882.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$55,287.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$50,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$51,882.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$55,287.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$50,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$51,882.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$55,287.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$50,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$51,882.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$55,287.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 15,000 LB GVWR (DRW) 4X2**Item:** 55, Ram, 4500 Crew Cab, DP4L93

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$58,781.00	0.00%	Build	Options
Northern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$58,681.00	0.00%	Build	Options
Central	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$58,581.00	0.00%	Build	Options
Southern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$58,681.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 15,000 LB GVWR (DRW) 4X2

Item: 56, Ram, 4500 Regular Cab, DP4L63

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$55,568.00	0.00%	Build	Options
Northern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$55,468.00	0.00%	Build	Options
Central	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$55,368.00	0.00%	Build	Options
Southern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$55,468.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 15,000 Lb. GVWR (DRW) 4x4

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: Limited slip or locking differential, if available.
 - ENGINE: Manufacturer's standard diesel engine; Manufacturer's heavy-duty engine cooling; Heavy duty alternator.
 - TRANSMISSION/AXLES: Manufacturer's standard automatic transmission;
 - COMFORT ITEMS: Air conditioning; 2 – keys and or fobs; Manufacturer's standard AM/FM stereo, Heavy duty rubber floor covering; Vinyl seating.
 - SAFETY ITEMS: Dual mount outside mirrors must provide a field of vision for vehicles to 96" width and convex mirrors.
 - BRAKES: 4-wheel ABS system.
 - TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 15,000 lb. GVWR.
 - CHASSIS, FRAME, CAB: Fuel tank capacity, 25 gallons minimum; Manufacturer's standard front bumper; Cab & chassis only; Minimum 15,000 lbs. GVWR; Cab to center of rear axle - 60" approximately.
-

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 15,000 LB GVWR (DRW) 4X4**Item:** 59, Ford, F-450 Crew Cab, W4H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,190.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$59,563.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,190.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$59,563.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,190.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$59,563.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,190.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$59,563.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 15,000 LB GVWR (DRW) 4X4**Item:** 60, Ford, F-450 Regular Cab, F4H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,780.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,178.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,095.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,780.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,178.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$50,895.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,780.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,178.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$50,895.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,780.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,178.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 15,000 LB GVWR (DRW) 4X4**Item:** 61, Ford, F-450 Super Cab, X4H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$53,895.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$55,408.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$58,787.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$53,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$55,408.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$58,787.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$53,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$55,408.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$58,787.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$53,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$55,408.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$58,787.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 15,000 LB GVWR (DRW) 4X4**Item:** 62, Ram, 4500 Regular Cab, DP9L63

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$58,768.00	0.00%	Build	Options
Northern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$58,668.00	0.00%	Build	Options
Central	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$58,568.00	0.00%	Build	Options
Southern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$58,668.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 17,500 Lb. GVWR (DRW) 4x2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
 - ENGINE: Diesel engine, minimum 190 HP; Manufacturer's heavy-duty engine cooling; Heavy duty alternator.
 - TRANSMISSION/AXLES: Manufacturer's standard automatic transmission.
 - COMFORT ITEMS: Air Conditioning; 2 – keys and/or fobs; Manufacturer's standard AM/FM stereo; Heavy duty rubber floor covering; Vinyl seating.
 - SAFETY ITEMS: Dual mount outside mirrors must provide a field of vision for vehicles to 96" width, and convex mirrors.
 - BRAKES: 4-wheel ABS system; Front brakes disc type, rear brakes may be drum or disc.
 - TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 17,500 lb. GVWR.
 - CHASSIS, FRAME, CAB: Cab to center of rear axle - 60" approximately; Minimum 17,500 lbs. GVWR; Cab & chassis only; Manufacturer's standard front bumper; Fuel tank capacity, 24 gallons minimum.
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Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X2**Item:** 64, Chevrolet, Silverado 5500HD Regular Cab WT, CC56403/GZX

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	\$47,120.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	\$47,020.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	\$47,120.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	\$47,120.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X2**Item:** 65, Ford, F-550 Crew Cab, W5G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$53,659.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,051.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$53,659.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,051.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,095.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$53,659.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,051.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,095.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$53,659.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,051.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X2**Item:** 66, Ford, F-550 Super Cab, X5G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,883.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,280.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,883.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,280.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,883.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,280.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$52,883.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$56,280.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X2**Item:** 67, Ford, F-600 Super Cab, F6K

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,895.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$54,128.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,516.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$54,128.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,516.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$54,128.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,516.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$54,128.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,516.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X2**Item:** 68, Ford, F-550 Regular Cab, F5G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$49,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$50,800.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$54,213.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$49,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$50,800.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$54,213.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$49,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$50,800.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$54,213.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$49,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$50,800.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$54,213.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X2**Item:** 69, International, CV, 515

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$57,500.00	0.00%	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$56,500.00	0.00%	Build	Options
Central	Primary	Sun State International Trucks	\$56,487.00	0.00%	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$56,500.00	0.00%	Build	Options
Southern	Primary	Rechtien International Trucks	\$56,470.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X2

Item: 70, Kenworth, T180, T180

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Kenworth of Jacksonville	\$91,191.00	0.00%	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$90,941.00	0.00%	Build	Options
Central						
Southern						

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X2

Item: 71, Peterbilt, 535, 535

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$103,520.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$103,520.00	0.00%	Build	Options
Central						
Southern	Primary	The Peterbilt Store South Florida LLC	\$103,189.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X2**Item:** 72, Ram, 5500 Regular Cab, DP5L63

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$56,839.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	\$57,995.00	1.00%	Build	Options
Northern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$56,739.00	0.00%	Build	Options
Central	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$56,639.00	0.00%	Build	Options
Southern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$56,739.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 17,500 Lb. GVWR (DRW) 4x4

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: Limited slip or locking differential, If available.
 - ENGINE: Diesel engine, minimum 190 HP; Manufacturer's heavy-duty engine cooling; Heavy duty alternator.
 - TRANSMISSION/AXLES: Manufacturer's standard automatic transmission.
 - COMFORT ITEMS: Air conditioning; 2 – keys and/or fobs; Manufacturer's standard tinted glass all around; Manufacturer's standard AM/FM stereo; power windows, power door locks, and keyless entry (if available); Heavy duty rubber floor; Vinyl seating.
 - SAFETY ITEMS: Dual mount outside mirrors must provide a field of vision for vehicles to 96" width, and convex mirrors. BRAKES: 4-wheel ABS system; Front brakes disc type, rear brakes may be drum or disc.
 - TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 17,500 lb. GVWR.
 - CHASSIS, FRAME, CAB: Cab to center of rear axle - 60" approximately; Minimum 17,500 lbs. GVWR; Cab & chassis only; Manufacturer's standard front bumper; Fuel tank capacity, 25 gallons minimum.
-

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X4**Item:** 74, Chevrolet, Silverado 5500HD Regular Cab 4x4 WT, CK56403/GZX

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	\$44,596.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	\$44,495.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	\$44,596.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	\$44,596.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X4**Item:** 75, Ford, F-550 Super Cab, X5H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,895.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,404.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$59,775.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,404.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$59,775.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,404.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$59,775.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,404.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$59,775.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X4**Item:** 76, Ford, F-550 Crew Cab, W5H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$55,695.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$57,186.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$60,551.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$55,495.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$57,186.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$60,551.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$55,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$57,186.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$60,551.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$55,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$57,186.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$60,551.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X4**Item:** 77, Ford, F-550 Regular Cab, F5H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,295.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$53,785.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,176.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$52,095.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$53,785.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,176.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,895.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$53,785.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,176.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$51,895.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$53,785.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$57,176.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X4**Item:** 78, Ford, F-600 Regular Cab, F6L

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$55,595.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,770.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$60,138.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$55,395.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,770.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$60,138.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$55,195.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,770.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$60,138.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$55,195.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,770.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$60,138.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X4**Item:** 79, International, CV, 515

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$61,200.00	0.00%	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$60,200.00	0.00%	Build	Options
Central	Primary	Sun State International Trucks	\$60,191.00	0.00%	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$60,200.00	0.00%	Build	Options
Southern	Primary	Rechtien International Trucks	\$59,978.00	0.00%	Build	Options
	Primary	Rechtien International Trucks	\$59,978.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 17,500 LB GVWR (DRW) 4X4

Item: 80, Ram, 5500 Regular Cab, DP0L63

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$59,790.00	0.00%	Build	Options
Northern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$59,690.00	0.00%	Build	Options
Central	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$59,590.00	0.00%	Build	Options
Southern	Primary	Alan Jay Chrysler Jeep Dodge of Wauchula	\$59,690.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 25,500 Lb. GVWR (DRW) 4x2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
 - ENGINE: Diesel engine, minimum 200 HP.
 - TRANSMISSION/AXLES: All axles, synthetic lube; Manufacturers standard automatic transmission or approved equivalent (with PTO provision); Front and rear axles and suspension must meet minimum GVWR of 25,500 lbs.
 - COMFORT ITEMS: Manufacturer's standard AM/FM stereo; Air Conditioning; 2 – Keys and/or fobs; Heavy duty rubber floor covering.
 - SAFETY ITEMS: Dual mount outside mirrors must provide a field of vision for vehicles to 102" width and convex mirrors. BRAKES: Factory air brakes; ABS brake system.
 - TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 25,500 lb. GVWR.
 - CHASSIS, FRAME, CAB: Minimum 25,500 lbs. GVWR; Cab & chassis only; Manufacturer's standard front bumper; Factory front tow hooks; Fuel tank capacity, 45 gallons minimum; Cab to center of rear axle - 84" approximately.
-

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 25,500 LB GVWR (DRW) 4X2**Item:** 81, Ford, F-650 Regular Cab, F6D

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,995.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,183.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$64,680.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,795.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,183.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$64,680.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,595.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,183.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$64,680.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$54,595.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,183.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$64,680.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 25,500 LB GVWR (DRW) 4X2**Item:** 82, Freightliner, M2, 106

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	SBL Freightliner, LLC	\$69,500.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$69,537.00	31.00%	Build	Options
Northern	Primary	SBL Freightliner, LLC	\$69,500.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$69,537.00	31.00%	Build	Options
Central	Primary	SBL Freightliner, LLC	\$69,500.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$69,537.00	31.00%	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$68,500.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$69,537.00	31.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 25,500 LB GVWR (DRW) 4X2

Item: 83, Hino, L6, L6

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western						
Northern	Primary	Nextran Truck Centers	\$79,725.00	0.00%	Build	Options
Central						
Southern						

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 25,500 LB GVWR (DRW) 4X2**Item:** 84, International, MV, 607

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$72,500.00	0.00%	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$71,500.00	0.00%	Build	Options
Central	Primary	Sun State International Trucks	\$71,487.00	0.00%	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$71,500.00	0.00%	Build	Options
Southern	Primary	Rechtien International Trucks	\$71,284.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 25,500 LB GVWR (DRW) 4X2**Item:** 85, Kenworth, T280, T280

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Kenworth, LLC	\$92,984.00	0.00%	Build	Options
	Alternate	Kenworth of Jacksonville	\$96,996.00	0.00%	Build	Options
Northern	Primary	Florida Kenworth, LLC	\$92,984.00	0.00%	Build	Options
	Alternate	Kenworth of Jacksonville	\$96,746.00	0.00%	Build	Options
Central	Primary	Florida Kenworth, LLC	\$92,984.00	0.00%	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$92,984.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 25,500 LB GVWR (DRW) 4X2

Item: 86, Mack, MD6, MD6

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Nextran Truck Centers	\$78,728.00	0.00%	Build	Options
Northern	Primary	Nextran Truck Centers	\$78,728.00	0.00%	Build	Options
Central	Primary	Nextran Truck Centers	\$78,728.00	0.00%	Build	Options
Southern	Primary	Nextran Truck Centers	\$78,728.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 25,500 LB GVWR (DRW) 4X2

Item: 87, Peterbilt, 536, 536

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$102,552.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$102,552.00	0.00%	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$102,552.00	0.00%	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$103,259.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 30,000 Lb. GVWR (DRW) 4x2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Diesel engine, minimum 200 HP.
 - TRANSMISSION/AXLES: All axles, synthetic lube; Manufacturers standard automatic transmission or approved equivalent (with PTO provision); Front and rear axles and suspension must meet minimum GVWR of 30,000 lbs.
 - COMFORT ITEMS: Air Conditioning; 2 – Keys and/or fobs; Manufacturer's standard AM/FM stereo; Heavy duty rubber floor covering.
 - SAFETY ITEMS: Dual mount outside mirrors must provide a field of vision for vehicles to 102" width and convex mirrors.
 - BRAKES: Factory air brakes; ABS brake system.
 - TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 30,000 lb. GVWR.
 - CHASSIS, FRAME, CAB: Minimum 30,000 lbs. GVWR; Cab & chassis only; Manufacturer's standard front bumper; Factory front tow hooks; Fuel tank capacity, 45 gallons minimum; Cab to center of rear axle - 84" approximately.
-

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 30,000 LB GVWR (DRW) 4X2**Item:** 88, Ford, F-750 Regular Cab, F7D

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	\$56,400.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$56,595.00	1.00%	Build	Options
	Alternate	BOZARD FORD	\$65,296.00	0.00%	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$56,395.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,400.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$65,296.00	0.00%	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$56,195.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,400.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$65,296.00	0.00%	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$56,195.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	\$56,400.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$65,296.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 30,000 LB GVWR (DRW) 4X2**Item:** 89, Freightliner, M2, 106

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	SBL Freightliner, LLC	\$49,500.00	0.00%	Build	Options
	Alternate	Orlando Freightliner	\$57,578.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$67,217.00	31.00%	Build	Options
Northern	Primary	SBL Freightliner, LLC	\$50,500.00	0.00%	Build	Options
	Alternate	Orlando Freightliner	\$57,578.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$67,217.00	31.00%	Build	Options
Central	Primary	SBL Freightliner, LLC	\$48,500.00	0.00%	Build	Options
	Alternate	Orlando Freightliner	\$57,578.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$67,217.00	31.00%	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$48,500.00	0.00%	Build	Options
	Alternate	Orlando Freightliner	\$57,578.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$67,217.00	31.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 30,000 LB GVWR (DRW) 4X2

Item: 90, Hino, L7, L7

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western						
Northern	Primary	Nextran Truck Centers	\$81,620.00	0.00%	Build	Options
Central						
Southern						

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 30,000 LB GVWR (DRW) 4X2**Item:** 91, International, MV, 607

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$73,950.00	0.00%	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$72,950.00	0.00%	Build	Options
Central	Primary	Sun State International Trucks	\$72,939.00	0.00%	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$72,950.00	0.00%	Build	Options
Southern	Primary	Rechtien International Trucks	\$72,650.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 30,000 LB GVWR (DRW) 4X2**Item:** 92, Kenworth, T380, T380

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Kenworth of Jacksonville	\$97,540.00	0.00%	Build	Options
	Alternate	Florida Kenworth, LLC	\$98,432.00	0.00%	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$97,290.00	0.00%	Build	Options
	Alternate	Florida Kenworth, LLC	\$98,432.00	0.00%	Build	Options
Central	Primary	Florida Kenworth, LLC	\$98,432.00	0.00%	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$98,432.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 30,000 LB GVWR (DRW) 4X2

Item: 93, Mack, MD7, MD7

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Nextran Truck Centers	\$83,789.00	0.00%	Build	Options
Northern	Primary	Nextran Truck Centers	\$83,789.00	0.00%	Build	Options
Central	Primary	Nextran Truck Centers	\$83,789.00	0.00%	Build	Options
Southern	Primary	Nextran Truck Centers	\$83,789.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 30,000 LB GVWR (DRW) 4X2

Item: 94, Peterbilt, 537, 537

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$111,602.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$111,602.00	0.00%	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$111,602.00	0.00%	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$111,365.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 30,000 LB GVWR (DRW) 4X2

Item: 95, Western Star, 4700, 4700

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Tampa Truck Center	\$96,879.00	36.00%	Build	Options
Northern	Primary	Tampa Truck Center	\$96,879.00	36.00%	Build	Options
Central	Primary	Tampa Truck Center	\$96,879.00	36.00%	Build	Options
Southern	Primary	Tampa Truck Center	\$96,879.00	36.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 52,000 Lb. GVWR 4x6 Semi Tractor

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: 350 HP 6-cylinder diesel engine, manufacturer's 11L minimum.
- TRANSMISSION & CLUTCH: The following or approved equivalents are acceptable; Fuller 14210B 10 Speed Manual with OD.
- ENGINE EQUIPMENT: Air filter restriction monitor – intake mounted.
- CAB: Floor covering - black rubber mats; Seating – driver air suspension mid back, passenger fixed mid back; Standard air conditioning & heating. FRAME: Frame – steel construction matched to GVW and mounted body of truck; Wheelbase – 187"; Load platform – 161" 56" AF; Front bumper – painted steel; Fuel tank – 70 gallon, minimum; Air dryer – Bendix AD9 heated, or approved equivalent; 5th wheel - stationary with left hand release.
- SAFETY: Horn – single air trumpet; Mirrors – West Coast for 102" trailer widths to include 7.5" convex mounted to lower mirror bracket; Daytime running lights; Backup alarm; Electrical plug holder includes glad hand storage; Tractor package to include valves, trailer lines & frame access; Automatic traction and stability control.
- FRONT AXLE: Minimum 12,000 lb.. rated axle and suspension;
- REAR AXLE: Minimum 40,000 lb.. rated axle and suspension; Power divider with warning light and buzzer (includes in cab control). Oil type with synthetic lube.
- ELECTRICAL: Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only; Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.
- TIRES and WHEELS: Manufacturer standard tires and wheels rated for 52,000 lb. GVWR.

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR 4X6 SEMI TRACTOR**Item:** 98, Freightliner, M2, 112

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Tampa Truck Center	\$93,645.00	31.00%	Build	Options
	Alternate	SBL Freightliner, LLC	\$94,900.00	0.00%	Build	Options
Northern	Primary	Tampa Truck Center	\$93,645.00	31.00%	Build	Options
	Alternate	SBL Freightliner, LLC	\$95,900.00	0.00%	Build	Options
Central	Primary	Tampa Truck Center	\$93,645.00	31.00%	Build	Options
	Alternate	SBL Freightliner, LLC	\$94,900.00	0.00%	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$92,900.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$93,645.00	31.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR 4X6 SEMI TRACTOR**Item:** 99, International, HV, 613

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$102,500.00	0.00%	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$101,500.00	0.00%	Build	Options
Central	Primary	Sun State International Trucks	\$101,489.00	0.00%	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$101,500.00	0.00%	Build	Options
Southern	Primary	Cumberland International Trucks of Florida	\$0.00	0.00%	Build	Options
	Alternate	Rechtien International Trucks	\$101,216.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR 4X6 SEMI TRACTOR**Item:** 100, International, HX, 62F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$117,500.00	0.00%	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$116,500.00	0.00%	Build	Options
Central	Primary	Sun State International Trucks	\$116,490.00	0.00%	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$116,500.00	0.00%	Build	Options
Southern	Primary	Rechtien International Trucks	\$116,874.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR 4X6 SEMI TRACTOR**Item:** 101, Kenworth, T880, T880

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Kenworth of Jacksonville	\$140,505.00	0.00%	Build	Options
	Alternate	Florida Kenworth, LLC	\$142,194.00	0.00%	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$140,255.00	0.00%	Build	Options
	Alternate	Florida Kenworth, LLC	\$142,194.00	0.00%	Build	Options
Central	Primary	Florida Kenworth, LLC	\$142,194.00	0.00%	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$142,194.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR 4X6 SEMI TRACTOR**Item:** 102, Mack, AN or G Series, AN or G Series

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Nextran Truck Centers	\$121,688.00	0.00%	Build	Options
Northern	Primary	Nextran Truck Centers	\$121,688.00	0.00%	Build	Options
Central	Primary	Nextran Truck Centers	\$121,688.00	0.00%	Build	Options
Southern	Primary	Nextran Truck Centers	\$121,688.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 52,000 LB GVWR 4X6 SEMI TRACTOR

Item: 103, Peterbilt, 567, 567

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$157,613.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$157,613.00	0.00%	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$157,613.00	0.00%	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$157,612.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 52,000 LB GVWR 4X6 SEMI TRACTOR

Item: 104, Volvo, V Series, V Series

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Nextran Truck Centers	\$123,037.00	0.00%	Build	Options
Northern	Primary	Nextran Truck Centers	\$123,037.00	0.00%	Build	Options
Central	Primary	Nextran Truck Centers	\$123,037.00	0.00%	Build	Options
Southern	Primary	Nextran Truck Centers	\$123,037.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR 4X6 SEMI TRACTOR**Item:** 105, Western Star, 4700, 4700

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Tampa Truck Center	\$110,065.00	36.00%	Build	Options
Northern	Primary	Tampa Truck Center	\$110,065.00	36.00%	Build	Options
Central	Primary	Tampa Truck Center	\$110,065.00	36.00%	Build	Options
Southern	Primary	Tampa Truck Center	\$110,065.00	36.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis Trucks: 52,000 Lb. GVWR Truck 4x6

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: 350 HP 6-cylinder diesel engine, manufacturer's 11L minimum.
- TRANSMISSION &
- CLUTCH: The following or approved equivalents are acceptable; Fuller 14210B 10 Speed Manual with OD.
- ENGINE EQUIPMENT: Air filter restriction monitor – intake mounted.
- CAB: Floor covering - black rubber mats; Seating – driver air suspension mid back, passenger fixed mid back; Standard air conditioning & heating.
- FRAME: Frame – steel construction matched to GVW and mounted body of truck; Wheelbase – 187"; Load platform – 161" 56" AF; Front bumper – painted steel; Fuel tank – 70 gallon, minimum; Air dryer – Bendix AD9 heated, or approved equivalent; 5th wheel - stationary with left hand release.
- SAFETY: Horn – single air trumpet; Mirrors – West Coast for 102" trailer widths to include 7.5" convex mounted to lower mirror bracket; Daytime running lights; Backup alarm; Electrical plug holder includes glad hand storage; Tractor package to include valves, trailer lines & frame access; Automatic traction and stability control.
- FRONT AXLE: Minimum 12,000 lb.. rated axle and suspension;
- REAR AXLE: Minimum 40,000 lb.. rated axle and suspension; Power divider with warning light and buzzer (includes in cab control). Oil type with synthetic lube.
- ELECTRICAL: Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only; Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.
- TIRES and WHEELS: Manufacturer standard tires and wheels rated for 52,000 lb. GVWR.

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR TRUCK 4X6**Item:** 106, Freightliner, M2, 112

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	SBL Freightliner, LLC	\$72,500.00	0.00%	Build	Options
	Alternate	Orlando Freightliner	\$78,655.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$83,692.00	31.00%	Build	Options
Northern	Primary	SBL Freightliner, LLC	\$73,500.00	0.00%	Build	Options
	Alternate	Orlando Freightliner	\$78,655.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$83,692.00	31.00%	Build	Options
Central	Primary	SBL Freightliner, LLC	\$71,500.00	0.00%	Build	Options
	Alternate	Orlando Freightliner	\$78,655.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$83,692.00	31.00%	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$71,500.00	0.00%	Build	Options
	Alternate	Orlando Freightliner	\$78,655.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$83,692.00	31.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR TRUCK 4X6**Item:** 107, International, HX, 62F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$115,000.00	0.00%	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$114,000.00	0.00%	Build	Options
Central	Primary	Sun State International Trucks	\$113,986.00	0.00%	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$114,000.00	0.00%	Build	Options
Southern	Primary	Rechtien International Trucks	\$113,864.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR TRUCK 4X6**Item:** 108, International, HV, 613

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$121,000.00	0.00%	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$120,000.00	0.00%	Build	Options
Central	Primary	Sun State International Trucks	\$101,990.00	0.00%	Build	Options
	Primary	Sun State International Trucks	\$101,990.00	0.00%	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$120,000.00	0.00%	Build	Options
Southern	Primary	Rechtien International Trucks	\$102,209.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR TRUCK 4X6**Item:** 109, Kenworth, T880, T880

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Kenworth, LLC	\$138,519.00	0.00%	Build	Options
	Alternate	Kenworth of Jacksonville	\$139,527.00	0.00%	Build	Options
Northern	Primary	Florida Kenworth, LLC	\$138,519.00	0.00%	Build	Options
	Alternate	Kenworth of Jacksonville	\$139,277.00	0.00%	Build	Options
Central	Primary	Florida Kenworth, LLC	\$138,519.00	0.00%	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$138,519.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 52,000 LB GVWR TRUCK 4X6

Item: 110, Mack, AN or G Series, AN or G Series

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Nextran Truck Centers	\$127,015.00	0.00%	Build	Options
Northern	Primary	Nextran Truck Centers	\$127,015.00	0.00%	Build	Options
Central	Primary	Nextran Truck Centers	\$127,015.00	0.00%	Build	Options
Southern	Primary	Nextran Truck Centers	\$127,015.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 52,000 LB GVWR TRUCK 4X6

Item: 111, Peterbilt, 5671, 5671

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$160,948.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$160,948.00	0.00%	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$160,948.00	0.00%	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$161,457.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 52,000 LB GVWR TRUCK 4X6

Item: 112, Volvo, V Series, V Series

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Nextran Truck Centers	\$119,612.00	0.00%	Build	Options
Northern	Primary	Nextran Truck Centers	\$119,612.00	0.00%	Build	Options
Central	Primary	Nextran Truck Centers	\$119,612.00	0.00%	Build	Options
Southern	Primary	Nextran Truck Centers	\$119,612.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS TRUCKS: 52,000 LB GVWR TRUCK 4X6**Item:** 113, Western Star, 4800, 4800

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Orlando Freightliner	\$101,400.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$104,706.00	36.00%	Build	Options
Northern	Primary	Orlando Freightliner	\$101,400.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$104,706.00	36.00%	Build	Options
Central	Primary	Orlando Freightliner	\$101,400.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$104,706.00	36.00%	Build	Options
Southern	Primary	Orlando Freightliner	\$101,400.00	0.00%	Build	Options
	Alternate	Tampa Truck Center	\$104,706.00	36.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cab And Chassis: Tilt (DRW) 4x2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
 - ENGINE: Manufacturer's standard diesel engine; Heavy duty alternator; Manufacturer's heavy-duty engine cooling.
 - TRANSMISSION/AXLES: Manufacturer's standard automatic transmission.
 - COMFORT ITEMS: Air conditioning; 2 – keys and/or fobs; Manufacturer's standard AM/FM stereo; Heavy duty rubber floor covering.
 - SAFETY ITEMS: Dual mount outside mirrors to provide field of vision for vehicles to 96" wide and convex mirrors; Manufacturer's standard air bags, if available; Manufacturer's standard convex mirrors. BRAKES: Four-wheel ABS system.
 - TIRES AND WHEELS: Manufacturer standard tires and wheels rated for 12,000 lb. GVWR.
 - CHASSIS, FRAME, CAB: Minimum 12,000 lb. GVWR; Manufacturer's standard bumper; Cab with 45-degree mechanical tilt with torsion assist; Tilt cab & chassis only.
-

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS: TILT-CAB (DRW) 4X2

Item: 123, Crane Carrier/Battle Motors, LNT, LNT-21

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$150,682.00	0.00%	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$150,682.00	0.00%	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$150,682.00	10.00%	Build	Options
Southern						

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS: TILT-CAB (DRW) 4X2**Item:** 126, Isuzu, N3F1, N3F1

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	\$45,346.00	0.00%	Build	Options
	Alternate	Nextran Truck Centers	\$49,011.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	\$45,346.00	0.00%	Build	Options
	Alternate	Nextran Truck Centers	\$49,011.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	\$45,346.00	0.00%	Build	Options
	Alternate	Nextran Truck Centers	\$49,011.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	\$45,346.00	0.00%	Build	Options
	Alternate	Nextran Truck Centers	\$49,011.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS: TILT-CAB (DRW) 4X2**Item:** 127, Isuzu, FTR Chassis, MT1/G1

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	\$72,030.00	0.00%	Build	Options
	Alternate	Nextran Truck Centers	\$76,473.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	\$72,030.00	0.00%	Build	Options
	Alternate	Nextran Truck Centers	\$76,473.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	\$72,030.00	0.00%	Build	Options
	Alternate	Nextran Truck Centers	\$76,473.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	\$72,030.00	0.00%	Build	Options
	Alternate	Nextran Truck Centers	\$76,473.00	0.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** CAB AND CHASSIS: TILT-CAB (DRW) 4X2**Item:** 128, Kenworth, K270, K270

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Florida Kenworth, LLC	\$92,994.00	0.00%	Build	Options
	Alternate	Kenworth of Jacksonville	\$93,686.00	0.00%	Build	Options
Northern	Primary	Florida Kenworth, LLC	\$92,994.00	0.00%	Build	Options
	Alternate	Kenworth of Jacksonville	\$93,436.00	0.00%	Build	Options
Central	Primary	Kenworth of Jacksonville	\$0.00	0.00%	Build	Options
	Alternate	Florida Kenworth, LLC	\$92,994.00	0.00%	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$92,994.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS: TILT-CAB (DRW) 4X2

Item: 130, Peterbilt, 2201, 220

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$117,719.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$117,719.00	0.00%	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$117,719.00	0.00%	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$118,329.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Mobile Command Unit / Critical Response Unit

FSA Item Group Description

- Manufacturer standard equipment and specifications, and if not included manufacturer installed power windows, power door locks, key FOB keyless entry. Must meet all FDOT and FMVSS safety standards.

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: MOBILE COMMAND UNIT / CRITICAL RESONSE UNIT

Item: 134, EVI, MCU-30, MCU-30

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Emergency Vehicles, Inc.	\$625,861.00	5.00%	Build	Options
Northern	Primary	Emergency Vehicles, Inc.	\$625,861.00	5.00%	Build	Options
Central	Primary	Emergency Vehicles, Inc.	\$625,861.00	5.00%	Build	Options
Southern	Primary	Emergency Vehicles, Inc.	\$625,861.00	5.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: MOBILE COMMAND UNIT / CRITICAL RESONSE UNIT

Item: 135, EVI, SWAT-18, SWAT-18

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Emergency Vehicles, Inc.	\$340,528.00	5.00%	Build	Options
Northern	Primary	Emergency Vehicles, Inc.	\$340,528.00	5.00%	Build	Options
Central	Primary	Emergency Vehicles, Inc.	\$340,528.00	5.00%	Build	Options
Southern	Primary	Emergency Vehicles, Inc.	\$340,528.00	5.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** MOBILE COMMAND UNIT / CRITICAL RESONSE UNIT**Item:** 136, EVI, EOD-16, EOD-16

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Emergency Vehicles, Inc.	\$285,836.00	5.00%	Build	Options
Northern	Primary	Emergency Vehicles, Inc.	\$285,836.00	5.00%	Build	Options
Central	Primary	Emergency Vehicles, Inc.	\$285,836.00	5.00%	Build	Options
Southern	Primary	Emergency Vehicles, Inc.	\$285,836.00	5.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** MOBILE COMMAND UNIT / CRITICAL RESONSE UNIT**Item:** 137, EVI, MCU-EOD-20T, MCU-EOD-20T

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Emergency Vehicles, Inc.	\$146,567.00	5.00%	Build	Options
Northern	Primary	Emergency Vehicles, Inc.	\$146,567.00	5.00%	Build	Options
Central	Primary	Emergency Vehicles, Inc.	\$146,567.00	5.00%	Build	Options
Southern	Primary	Emergency Vehicles, Inc.	\$146,567.00	5.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: MOBILE COMMAND UNIT / CRITICAL RESONSE UNIT

Item: 138, Pierce, CRU-22, CRU-22

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Ten-8 Fire & Safety, LLC	\$262,070.00	3.00%	Build	Options
Northern	Primary	Ten-8 Fire & Safety, LLC	\$262,070.00	3.00%	Build	Options
Central	Primary	Ten-8 Fire & Safety, LLC	\$262,070.00	3.00%	Build	Options
Southern	Primary	Ten-8 Fire & Safety, LLC	\$262,070.00	3.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Refuse Truck Electric: 60,000 Lb. GVWR Only 4x6

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
 - Powertrain: electric powered with the OEM recommended electric motor(s) for this application with no less than a 350KW rating.
 - CAB: Low cab, forward mounted, tilt type; Rubber floor covering ; – 2 keys; Seating – driver air suspension mid back, passenger fixed mid back; Standard air conditioning and heating.
 - FRAME: Frame – steel construction matched to GVWR and mounted body of truck; Wheelbase – As recommended by the OEM for the body to be mounted;
 - Batteries – largest available battery pack system for model bid; Electric charging system on the truck must be SAE J1772 compliant; Air dryer – Bendix AD9 heated, or approved equivalent.
 - SAFETY: Horn – single air trumpet; Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket; Daytime running lights; Backup alarm.
 - FRONT AXLE: No less than a 20,000lb. front axle and suspension rating; Oil type with synthetic lube.
 - REAR AXLE: No less than a 40,000 lb. rear axles and suspension rating; Power divider with warning light and buzzer (includes in cab control);.
 - TIRES and WHEELS: Manufacturer standard tires and aluminum wheels rated for 60,000 lb. GVWR.
-

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK ELECTRIC: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6

Item: 139, Battle Motors / Crane Carrier, LET II

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$431,595.00	0.00%	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$431,595.00	0.00%	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$431,595.00	0.00%	Build	Options
Southern						

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK ELECTRIC: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6

Item: 141, Lion Electric, Lion8 (Cab & Chassis Only), Lion8 (Cab & Chassis Only)

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	The Lion Electric Co USA INC	\$385,000.00	6.00%	Build	Options
Northern	Primary	The Lion Electric Co USA INC	\$385,000.00	6.00%	Build	Options
Central	Primary	The Lion Electric Co USA INC	\$385,000.00	6.00%	Build	Options
Southern	Primary	The Lion Electric Co USA INC	\$385,000.00	6.00%	Build	Options

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** REFUSE TRUCK ELECTRIC: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6**Item:** 142, Mack, Mack LR Electric, Mack LR Electric

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Nextran Truck Centers	\$461,476.00	0.00%	Build	Options
Northern	Primary	Nextran Truck Centers	\$461,476.00	0.00%	Build	Options
Central	Primary	Nextran Truck Centers	\$461,476.00	0.00%	Build	Options
Southern	Primary	Nextran Truck Centers	\$461,476.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK ELECTRIC: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6

Item: 143, Peterbilt, 520EV, 520EV

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$485,659.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$485,659.00	0.00%	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$485,659.00	0.00%	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$484,935.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Refuse Truck: 60,000 Lb. GVWR Only 4x6

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: 300 HP 6-cylinder diesel engine, manufacturer's 11L minimum.
- TRANSMISSION: Allison 4500 RDS automatic transmission.
- ENGINE EQUIPMENT: Air restriction monitor – intake mounted. CAB: Low cab, forward mounted, tilt type; Floor covering – 2 keys and/or fobs; black rubber mats; Seating – driver air suspension mid back, passenger fixed mid back; Standard air conditioning and heating.
- FRAME: Frame – steel construction matched to GVWR and mounted body of truck; Wheelbase – 209"; Front bumper – painted steel; Fuel tank – 70 gallon, minimum; Air dryer – Bendix AD9 heated, or approved equivalent.
- SAFETY: Horn – single air trumpet; Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket; Daytime running lights; Backup alarm.
- FRONT AXLE: 20,000lb. front axle and suspension; Oil type with synthetic lube.
- REAR AXLE: 40,000 lb.. rear axles and suspension; Power divider with warning light and buzzer (includes in cab control).
- ELECTRICAL: Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only; Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.
- TIRES and WHEELS: Manufacturer standard tires and wheels rated for 60,000 lb. GVWR.

Bid Award**Contract:** FSA22-VEH20.0, Heavy Trucks & Buses**Group:** REFUSE TRUCK: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6**Item:** 144, Autocar, ACX64, ACX64

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	GENERAL GMC TRUCK SALES & SERVICE, INC	\$189,120.00	0.00%	Build	Options
	Alternate	Florida Kenworth, LLC	\$194,910.00	0.00%	Build	Options
Northern	Primary	GENERAL GMC TRUCK SALES & SERVICE, INC	\$189,120.00	0.00%	Build	Options
	Alternate	Florida Kenworth, LLC	\$194,910.00	0.00%	Build	Options
Central	Primary	Florida Kenworth, LLC	\$194,910.00	0.00%	Build	Options
Southern	Primary	GENERAL GMC TRUCK SALES & SERVICE, INC	\$189,120.00	0.00%	Build	Options
	Alternate	Florida Kenworth, LLC	\$194,910.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6

Item: 145, Crane Carrier/Battle Motors, LET2, LET2-44

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$196,849.00	0.00%	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$196,849.00	0.00%	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$196,849.00	0.00%	Build	Options
Southern						

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6

Item: 146, Dennis Eagle, Proview

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$213,000.00	0.00%	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$212,000.00	0.00%	Build	Options
Central	Primary	Cumberland International Trucks of Florida	\$211,000.00	0.00%	Build	Options
Southern	Primary	Cumberland International Trucks of Florida	\$213,000.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6

Item: 147, Mack, TE Series, TE Series

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Nextran Truck Centers	\$162,133.00	0.00%	Build	Options
Northern	Primary	Nextran Truck Centers	\$162,133.00	0.00%	Build	Options
Central	Primary	Nextran Truck Centers	\$162,133.00	0.00%	Build	Options
Southern	Primary	Nextran Truck Centers	\$162,133.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6

Item: 148, Peterbilt, 520, 520

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$202,001.00	0.00%	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$202,001.00	0.00%	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$202,001.00	0.00%	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$202,890.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Refuse Truck: Compact 9.5 Cu Yd Self Loading Refuse Truck

FSA Item Group Description

- ENGINE: 70 HP Diesel Engine, EPA compliant.
- TRANSMISSION: Hydrostatic Transmission; Four-wheel drive.
- ENGINE EQUIPMENT: Radiator – aluminum core, or approved equivalent. CAB: Low cab, forward mounted; Floor covering - manufacturer or standard; Seating – driver air suspension; Standard air conditioning and heating; Tilt Wheel
- FRAME: Operating weight 7,300 lbs.; Frame – steel construction; GVWR 12,900 lbs.; Wheelbase – 108"; Front bumper – painted steel; Fuel tank – 30 gallon, minimum; Articulated joint.
- SAFETY: Horn – Electric; Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket; Brakes – Hydro-static, fail safe parking and emergency brake; Work lights; Strobe lights; DOT compliant lighting; Three Camera system view both sides and rear.
- HYDRAULIC SYSTEM: Load arm, grip 55-90-gallon containers; Load arm, 500 LB. lift capacity; Load arm, 5 second cycle time. AXLES: Dana Corp 70 series front and rear, or approved equivalent; Front and Rear tires – 36 x 13.50-15 NHS high floatation tires; Hubs – iron, or approved equivalent.
- ELECTRICAL: Hand throttle; Engine protection – engine monitoring system for high water temp, low oil pressure, high exhaust temp, high transmission temp.

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK: COMPACT 9.5 CU YD SELF-LOADING REFUSE TRUCK

Item: 149, Broyhill, TD3.6, TD3.6

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	The Broyhill Manufacturing Company	\$232,600.00	0.00%	Build	Options
Northern	Primary	The Broyhill Manufacturing Company	\$232,600.00	0.00%	Build	Options
Central	Primary	The Broyhill Manufacturing Company	\$232,600.00	0.00%	Build	Options
Southern	Primary	The Broyhill Manufacturing Company	\$232,600.00	0.00%	Build	Options



FSA22-VEH20.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Tactical Armored Vehicles

FSA Item Group Description

- Engine; 6.7LV-8 Turbo diesel, 330 HP
- Transmission 10 speed automatic Torqshift w/od
- Drive Axles: 4-wheel drive electronic
- GVWR: GVWR sized to as built vehicle, (19500 lbs. approximate)
- Tires and wheels: 225/70R x 19.5 DRW, run flat type tires
- Interior: Dual front and rear A/C and Heat, full insulation with headliner, seating for 10 to12, (2 front 8 to 10 rear on benches), all seating position seatbelts, storage under rear bench seats with tie downs, multilevel gunner stand (floor recessed), center console for radios and electrical controls
- Body and Glass Ballistic Defeat: Armored body and glass rated for NIJ IV (30.06 M2AP)/UL10(.50CAL M33), Rotating hatch armored with gunport, floor and fuel tank armored to blast, gunports on sides and rear.
- Electrical: Strobe lights 2 front 2 rear, siren and pa system with 200-watt speaker, 8 interior lights with red and white lenses, dual batteries, dual alternators (357 amps), backup camera, AC/DC inverter
- Approximate Dimensions and Performance Data: Fuel capacity 40-gals, Length 255 inches, Height 119 inches turret, Wheelbase 145 inches, turning radius 19.5 ft, 28-inch fording depth, 13-inch ground clearance.

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: TACTICAL ARMORED VEHICLES

Item: 151, Terradyne

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Terradyne Armored Vehicles Inc.	\$219,900.00	1.08%	Build	Options
Northern	Primary	Terradyne Armored Vehicles Inc.	\$219,900.00	1.08%	Build	Options
Central	Primary	Terradyne Armored Vehicles Inc.	\$219,900.00	1.08%	Build	Options
Southern	Primary	Terradyne Armored Vehicles Inc.	\$219,900.00	1.08%	Build	Options



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Police Department

ITEM Purchase Eight (8) Vehicles for the Police Department - Piggyback Agreement (FSA #22-
#19: VEH30.0) FY-23 Budget Funded

SUMMARY: The Police Department needs to purchase vehicles to support the daily operational policing services and activities that are provided for our community. Staff recommends the Village enter a cooperative purchasing agreement with the Sheriffs Association & Florida Association of Counties to ensure the lowest possible price. The Sheriffs' Association & Florida Association of Counties contract was completed through a competitive selection process – Police Rated, Administrative, Utility Vehicles, Trucks & Vans (Bid #FSA22-VEH30.0 – October 1, 2022). The term of the contract expires on September 30, 2023. A copy of the Sheriff's Notice of Final Award Pursuit/Administrative vehicles is on file in the Clerk's Office.

Within the FY 2023 budget, the Village Council approved \$315,000 to be used for the purchase of five (5) - 2023 Chevrolet Tahoe 1500 marked vehicles for \$193,310 (\$38,662 per vehicle) and three (3) unmarked Chevrolet Malibuses for \$59,268 (\$19,756 per vehicle) from Garber Chevrolet. The remaining budgeted funds will be used to outfit the vehicles with emergency equipment and striping as needed.

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

FISCAL IMPACT:

Funds to support this proposed purchase are available within the FY 2023 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2023 Approved Budget - Vehicles - General Fund \$315,000 FY 2023 the total vehicle purchase costs will be \$252,578 for the purchase of eight (8) vehicles: five (5) marked and three (3) unmarked vehicles. 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. Sheriff's Contract Terms and Conditions 2022-23
2. Garber 2023_Chevrolet_Tahoe_Specs
3. Garber Quotes Combined
4. Garber 2023_Chevrolet_Malibu Specs

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA22-VEH20.0 – Heavy Trucks and Buses

**FSA22-VEL30.0 – Pursuit, Administrative and
Other Vehicles**

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles and FSA22-VEH20.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2022, and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

Over the last three years, eligible users purchased an average of 5,937 vehicles from these contracts each year. These estimated figures are given as a guideline for bidders preparing bids. Quantities for items depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Items developed by the FSA for bidders to bid on. These items may be unique to FSA and require additional components to the standard manufacturer specifications and equipment.
- B. **Bidder:** A bidder or enterprise that submits a formal bid to the FSA Cooperative Purchasing Program in accordance with the FSA CPP Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- C. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- D. **Build Sheet:** A document from the bidder or manufacturer that confirms that the bid specifications submitted by bidders matches the FSA base specification. Build sheets include, but are not limited to, the factory options list and door data plate info for the vehicles. They provide details such as engine size and transmission, paint codes, production date, axle code etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **Florida Sheriffs Association Cooperative Purchasing Program (FSA):** The entity that administers the Invitation to Bid and contract administration functions for this contract.
- G. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

FLORIDA SHERIFFS ASSOCIATION
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- H. **Factory:** Refers to the manufacturer produced products.
- I. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA and is not responsible for final awards.
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base specifications or options.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the factory has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria or with vendor approval.
- Q. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this contract. Purchase orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes items to a purchaser.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by bidders to submit a successful and complete bid.
- S. **Terms & Conditions:** This document serves as the governing contract for the identified FSA contract and bid. Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties.

FLORIDA SHERIFFS ASSOCIATION

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Contract Terms and Conditions

- T. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- U. Vendor: The bidder that has been awarded, who agrees to provide the contract items that meet the requirements and base specifications of the contract. The vendor must agree to the contract terms and conditions, which will serve as the governing contract.
- V. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify and agree to comply with federal regulations allowing for the acceptance of federal grant funds. By opting in bidders may be able to accept federal and state grant funds from purchasers. This is not a requirement of the bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of federal compliance. Appendix D outlines federal clauses found to generally apply with the FSA contracts. FSA has taken actions to provide and develop information, materials, and resources for bidders, vendors and purchasers that will assist in the use of federal grant dollars with this contract. It is the responsibility of the purchaser to determine compliance for each vendor, if they wish to use federal grant funds for purchase, or intend to request reimbursements using federal dollars.

See Appendix D for Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards for requirements that apply to this contract and to awarded vendors.

1.11 PATENTS & ROYALTIES

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The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA makes information available to potentially qualified entities publicly available, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

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FSA takes necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as recommended by 2 C.F.R. § 200.321. FSA will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-identify in the qualification packet whether they meet the state and federal definitions of a disadvantaged business.

1.17 ANTI-DISCRIMINATION

The bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions

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- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions
- General Conditions

1.22 COMMUNICATIONS

Communications between a bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this bid or in any written addendum to this bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect. FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA bid system constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

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1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

In the event a manufacturer reassigns the product line to an alternate company, the vendor is required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the alternate company is required to submit a Qualifications Packet to the FSA to become an approved vendor prior to conducting any qualified sales. FSA may approve such assignments of existing or new vendors at its discretion. The vendor is required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line. FSA may remove the terminated products from the contract.

1.27 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation. The FSA reserves the right to make multiple awards for each item, if deemed in the best interest of the FSA and the purchasers. Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.28 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

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Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.29 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance and may require submission of supporting documentation to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement, the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.30 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.31 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.32 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.33 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practical after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of bidders' products or services.

1.34 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie. In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.35 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales. FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may

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select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third-party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.36 LIABILITY, INSURANCE, LICENSES AND PERMITS

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract. Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.37 BID AND PERFORMANCE BONDS

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

Purchasers may request a performance bond from a vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.38 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.39 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may

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collectively choose to agree to increase or decrease the item base price in one or more zones to maximize awards thus denying purchasers a fair price.

Bidders or vendors who are found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.40 DEFAULT

In case of default on the part of vendor, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.41 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for

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arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.42 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell items in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the

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consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order consistent with vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the item is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

1.43 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.44 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

1.45 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

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Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.46 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- State compliance attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Motor Vehicles Dealer and Brokers license
- Federal compliance attestations
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist 2022
 - Certificates of Insurance due by September 26th for awarded vendors

The qualification packet is located on the bid system.

2.02 LICENSING AND FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If bidders do not have a facility, the bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a bidder does not maintain a facility within the State of Florida, the bidder must have a plan as to how the bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

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The sufficiency of the Warranty Service Plan may be evaluated by the FSA. The FSA reserves the right to request additional information from a bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the bidder's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five business days prior to the contract award date. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor. The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

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All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the vendor.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

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All items covered by this contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

The bid specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

FSA develops the specifications with subject matter experts and publicly available information. However, FSA does not have access to full details from the manufacturer and relies on bidders to assist in this process. Bidders should immediately notify the FSA of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

2.06 DISCOUNTS

Discounts listed in FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles, and FSA22-VEH20.0 Heavy Vehicles and Buses bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any item and options. The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts. Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA bid system.

2.08 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. Exceptions to the item specifications at the time of the bid submission shall reference the item number, make and model. FSA has the discretion to grant or deny, in whole or in part, the bidders requested exception, deviation or contingency to the specifications or terms and conditions. Bidder acknowledges that if FSA rejects the proposed exceptions, the bid may be disqualified.

2.09 MISTAKES

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

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2.10 EQUIVALENTS

Prior to the opening of the bid system, bidders may request item equivalents. The bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the item specifications are finalized.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all of the components included in the base specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination.

2.13 OPTION PRICING

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid system. The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options included in the bid submission and quotes to purchasers, if awarded. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each option shall be decided by the bidder. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the base specification will be determined nonresponsive and

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the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for all factory options. Options available through the factory should be bid and supplied to purchaser as “factory” options, unless otherwise requested in writing by the purchaser. Factory package options are allowable under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word “Credit” at the beginning of the description field, and continue to describe the option being credited. For example, “Credit: one key fob” and enter the price the bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the bid system. Section 2.14 contains specific instructions and exceptions for emergency lights and sirens.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

“Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.”

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA may request certificates for a vendor’s installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the bid system. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, bidders may categorize the pricing sheet by item group.

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Items listed below are required for the submission of the pricing sheet:

- Order code
- Description to include manufacturer
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.15 SUBMITTAL OF BID

Bidders must submit a bid electronically using the bid system. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as required documentation. The bid must be received by the date and time specified on the Bid Calendar seen in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The bid system is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to bidders after registering in the bid system. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, bidders shall:

- Input a bid price for each item by zone.
- Upload files as instructed in the bid system; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this ITB and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The bid system will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA contract title and number, the bidder name, item number, make and model. Information required for the bid submission must comply with the terms and conditions. Each option sheet should include:

- Manufacturer order code
- Description
- Price

Bidders may also choose to add MSRP and the discount offered to their option pricing sheet. If option pricing is not uploaded correctly, FSA may require bidders to correct the issue, but bidders may not modify the price.

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FSA may ask awarded bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA. FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

2.16 ZONE BIDDING

Bidders may bid in one or more geographic zones. The zone map is included in Appendix A. Bidders must submit pricing for each zone they wish to be evaluated.

2.17 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All terms and conditions are applicable throughout the term of the contract and not specific to any given year, make or model.

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2.18 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case-by-case basis, and can result in a limitation of participation in future bids.

2.19 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.20 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA will provide a bid inspection period for bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.21 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the contract. As set forth in Section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.22 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts; and
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of set forth by these Terms & Conditions, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process.

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FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as non-responsible.

2.23 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by item, by manufacturer, and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by item, by manufacturer and by zone, and determined to be in the best interest of the FSA and the purchaser. FSA has the discretion to consider option pricing in making the award. Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management. See Appendix D, II to 2 CFR Part 200.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.24 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded, through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell items in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity.

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However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the t contacts identified in Section 1.01 of this ITB.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, vendor or manufacturer performance, or the product's lack of relevance.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design

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- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA may consider other documentation related to the change to national or state standards, but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

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3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the vendor without any required additional upfitting by the vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

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3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.17 ORDER

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

- FSA contract title and number;
- FSA item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

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If a vendor receives a purchase order for an item for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA base specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the purchase order.
2. Copy of the FSA base specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification

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by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the item specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. The Local Government Prompt Payment Act will apply to ensure timely payment of vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 PURCHASE ORDERS

The vendor must submit electronic copies of purchase orders within fifteen (15) calendar days of the purchase order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the vendor after this deadline must be submitted to FSA as soon as possible with the date received by the vendor and cause for the delay. Purchase orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the vendor must submit supplemental documentation to FSA at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the vendor will be provided supplied to FSA.

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3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.25 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded vendor.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

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The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.26 LIQUIDATED DAMAGES

The vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

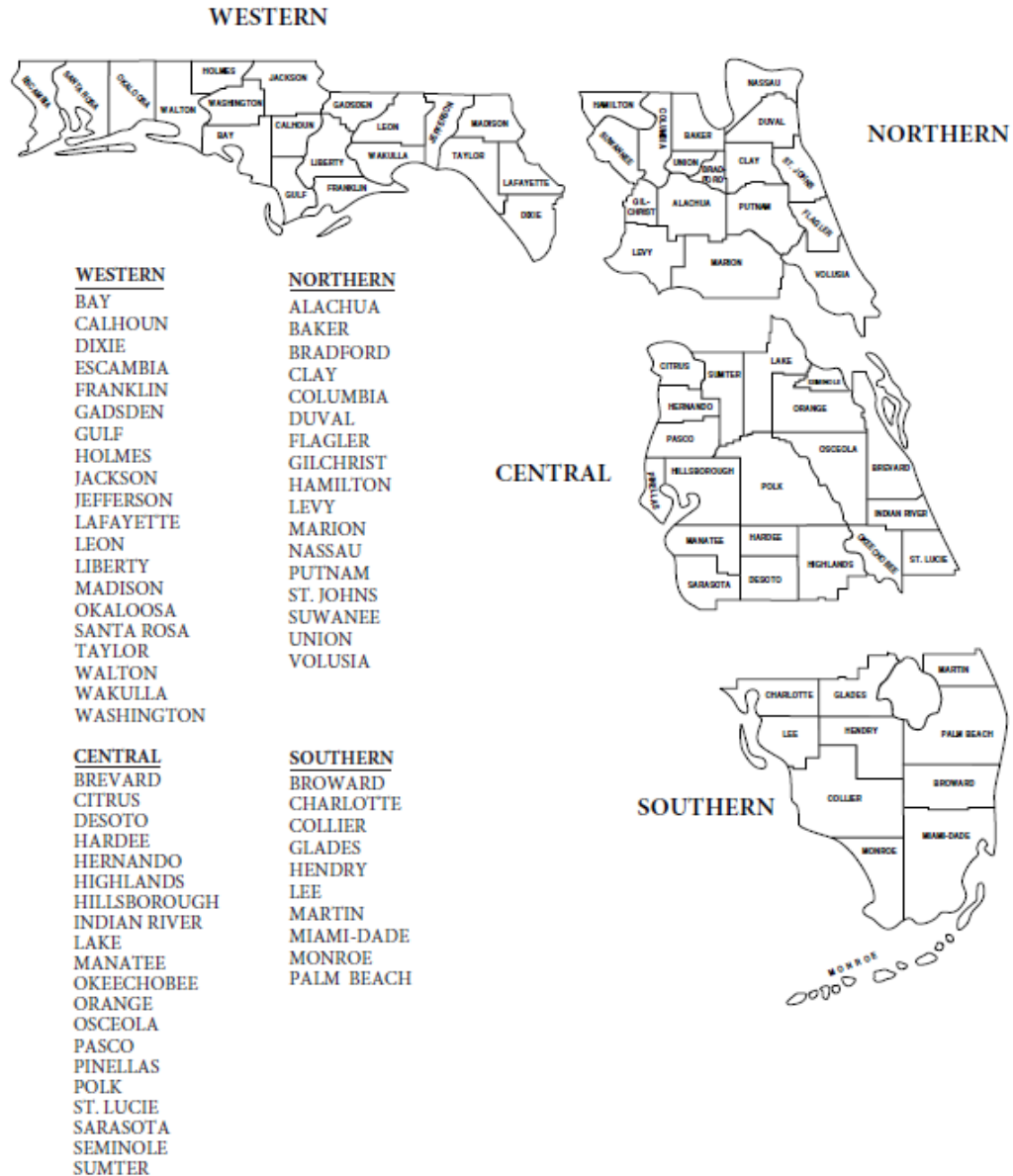
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Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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Appendix B Bid Calendars

FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles
FSA22-VEH20.0 Heavy Trucks

BID CALENDAR ITEM	DATE
Bid Announcements	5/17/22 & 5/31/22
Voluntary Workshop for Interested Bidders on Pursuit Rated & Admin	5/4/2022
Voluntary Workshop for Interested Bidders on Heavy Trucks & Buses	5/5/2022
Mandatory Pre-Bid Meeting FSA22-VEL30.0	7/12/2022
Mandatory Pre-Bid Meeting FSA22-VEH20.0	7/13/2022
FSA Bid System Training For Bidders	7/19/2022
Request for Clarifications Due to FSA	7/25/2022
FSA Response to Request for Clarifications	8/1/2022
Cone of Silence	8/4/22-9/16/22
Bid System Open	8/4/2022
Bid Submissions Due	8/25/2022
Public Bid Opening	8/26/2022
Bid Tabulations Posted	8/26/2022
Bid Evaluation	9/13-16/22
Intent To Award Posted	9/16/2022
Effective Date Of New Contract	10/1/2022

* FSA will complete the mandatory pre-bid meeting via ZOOM

For the most up to date information, please refer to <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Register (as appropriate) for the dates published.

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Appendix C: ACH Payments



Protecting, Leading & Uniting...since 1893

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2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: 063100688

Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

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Appendix D: Federal Clauses

. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

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B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by

Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 .F.R. part 633

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FSA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FSA and its contractors access to the sites of performance under this contract as reasonably may be required.

BUS TESTING

49 U.S.C. § 5318(e)

49 C.F.R. part 665

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. part 661

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America

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requirements in a recipients' bid or request for proposal for state or federally funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FSA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
3. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FSA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FSA may issue. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal
2. Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in government assisted contracts.

It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

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2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

For the purpose of this Contract, the AGENCY will accept DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status; or
3. Certified by another agency approved by the AGENCY.

The DBE Certification Program is a Federal Program designed for business owners deemed "socially and economically disadvantaged." A Disadvantaged Business Enterprise (DBE) is a for-profit, independent small business concern that is:

1. At least 51% owned by one or more individuals who are both socially and economically disadvantaged; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

To achieve DBE status a business must meet the following criteria:

1. Must be an existing "for-profit" business that is currently operational;
2. Must meet the federal definition of a small business concern;
3. Must be an independent business which does not depend on its relationships with another firm or firms. If it is a subsidiary of a corporation, the business must still operate in a self-sufficient manner;
4. The qualifying owner(s) must meet the federal definition of "socially and economically disadvantaged" individuals;
5. The qualifying owner(s) must own a minimum of 51% of the company; and have an investment in their company;
6. The qualifying owner(s) cannot have a net worth that exceeds \$1.32 million (excluding the owner's business and primary residence);
7. The qualifying owner(s) must have day-to-day control of operations and possess an expertise in their work specialty.

The Unified Certification Program (UCP) provides "one-stop shopping" where disadvantaged businesses that meet the DBE certification requirements and become certified are eligible to be used to meet the DBE goal requirements on any project with funding from the U.S. Department of Transportation. The UCP eliminates the need for multiple DBE certifications with recipients of funding from the U.S. Department of Transportation (USDOT). In Florida, DBE UCP Certifying Members shall make certification decisions on behalf of all recipients in the state, with respect to participation in the U.S. Department of Transportation DBE Program.

1. The UCP shall provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification and all recipients in the state will honor that certification.

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2. All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of 49 CFR Part 26.
3. A UCP is not required to process an application for certification from a firm having its principal place of business outside the state of Florida if the firm is not certified by the UCP in their "home state", where it maintains its principal place of business.
4. A UCP DBE Directory containing all firms certified by the Florida DBE UCP Program is available to the public electronically, on the internet. The DBE Directory is updated as additions/changes are made. The web address for the DBE Directory is <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

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EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a)

40 U.S.C. §§ 3141 – 3148

29 C.F.R. part 5

18 U.S.C. § 874

29 C.F.R. part 3

40 U.S.C. §§3701-3708

29 C.F.R. part 1926

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is 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 or she is otherwise entitled.

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the agency, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all Tiers.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq.

49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FLY AMERICA

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

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Fly America Requirements

Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The debarment and suspension certification within the FSA CPP procurement package is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the

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requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

The contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The lobbying restrictions certification within the FSA CPP procurement package is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m)

49 C.F.R. part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the

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Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate Conditions.

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action. Should

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either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

The duties and obligations imposed by the Contract documents 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 by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing



Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial





Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CC10706	2023 Chevrolet Tahoe 2WD 4dr Commercial	\$46,750.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

SUSPENSION PKG		
CODE	DESCRIPTION	MSRP
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)	Inc.

EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle.)	Inc.

GVWR		
CODE	DESCRIPTION	MSRP
C6C	GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)	\$0.00

AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

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Data Version: 17261. Data Updated: Aug 21, 2022 6:51:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)	Inc.

TIRES

CODE	DESCRIPTION	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle.)	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only) *Upon selection of this option the base price will change*	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)	\$75.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
—	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle.)	Inc.
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Vehicle.)	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle.)	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle.)	Inc.
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle.)	Inc.
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailering Package. Not included when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)	Inc.

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle.)	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	Inc.
V53	Luggage rack side rails, delete (Included with (9C1) Police Vehicle.) *CREDIT*	Inc.
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle.)	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
—	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle.)	Inc.
ATD	Seat delete, third row passenger *CREDIT*	Inc.
AX2	Key, unique Included and only available with (9C1) Police Vehicle.)	Inc.
BCV	Lock control, driver side auto door lock disable (Requires (9C1) Police Vehicle.)	Inc.
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle.)	Inc.

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle.)	Inc.
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle.)	Inc.
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle.)	Inc.
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle.)	Inc.
7X3	Spotlamp, left-hand Not available with SEO (7X2) left and right-hand spotlamps. Requires (9C1) Police Vehicle.)	\$800.00
—	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle.)	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle.)	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle.)	Inc.
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle. Included and only available with (ATZ) rear seat delete.)	Inc.

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	\$0.00

Options Total \$875.00

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$46,750.00
Total Options	\$875.00
Vehicle Subtotal	\$47,625.00

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

PRICE SUMMARY

	MSRP
Destination Charge	\$1,795.00
Grand Total	\$49,420.00

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
Rear axle, 3.23 ratio
Suspension Package, Premium Smooth Ride (STD)
GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)
Keyless start, push button
Automatic Stop/Start
Engine control, stop/start system disable button, non-latching
Engine air filtration monitor
Fuel, gasoline, E15
Differential, mechanical limited-slip
Rear wheel drive
Air filter, heavy-duty
Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
Battery, 730 cold-cranking amps with 80 amp hour rating
Alternator, 220 amps
Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
Trailer sway control
Hitch Guidance
Suspension, front coil-over-shock with stabilizer bar
Suspension, rear multi-link with coil springs
Steering, power
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial ( Complete)

Mechanical

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm)

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black

Assist steps, Black with chrome accent strip

Headlamps, LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

SiriusXM Radio delete

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Entertainment

Infotainment display, 8" diagonal touchscreen

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)

Seat trim, cloth

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column lock, electrical (Standard on models built after July 18, 2022.)

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB data ports, 2, one type-A and one type-C, located within center console

USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)

Window, power with driver Express-Up/Down

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Interior

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Safety-Interior

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Front and Rear Park Assist

Following Distance Indicator

HD Rear Vision Camera

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Village of Palm Springs

Specification #	219
Unit Description	CC10706/9C1

Prepared for:

Prepared by:

9/7/2022

Village of Palm Springs
 Attn: Edgar T. Morley
EMorley@vpsfl.org
 561.304.4814

PS 243

Garber Chevrolet Buick GMC

Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 284-0054
 3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com



**Florida Sheriffs
 Association**

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
 Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other
 Vehicles, expiring September 30th, 2023. If you have any questions regarding this
 quote please call!

Base Price

CC10706/9C1

2023 Chevrolet Tahoe 2WD 4dr 9C1

\$38,163.00

Codes	Optional Equipment	Unit Price	Net Price
1FL	Commercial Preferred Equipment Group	Included	\$0.00
9C1	Identifier for Police Package Vehicle	Included	\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included	\$0.00
MQC	Transmission, 10-speed automatic	Included	\$0.00
GBA	Black Exterior	Included	\$0.00
H1T	Jet Black, cloth seat trim	Included	\$0.00
ATZ	Seat delete, second row	-400	(\$400.00)
ATD	Seat delete, third row passenger	Included	\$0.00
5T5	Seats, front cloth and second row vinyl	Included	\$0.00
5Y1	Front center seat (20% seat) delete	N/C	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included	\$0.00
VK3	License plate front mounting package	N/C	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Included	\$0.00
6N5	Switches, rear window inoperative	56	\$56.00
6N6	Door locks and handles, inside rear doors inoperative	61	\$61.00
7X3	Spotlamp, left-hand (LED)	Included	\$0.00
PQA	1FL Safety Package	393	\$393.00
VR5	LPO, Cargo security shade	258	\$258.00
PROG	Program (4) Additional Keys	125	\$125.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00

TOTAL PURCHASE AMOUNT

\$ 38,662.00



Village of Palm Springs

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PS 245

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1FL	Commercial Preferred Equipment Group	Included	\$0.00
9C1	Identifier for Police Package Vehicle	Included	\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included	\$0.00
MQC	Transmission, 10-speed automatic	Included	\$0.00
GBA	Black Exterior	Included	\$0.00
H1T	Jet Black, cloth seat trim	Included	\$0.00
ATZ	Seat delete, second row	-400	(\$400.00)
ATD	Seat delete, third row passenger	Included	\$0.00
5T5	Seats, front cloth and second row vinyl	Included	\$0.00
5Y1	Front center seat (20% seat) delete	N/C	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included	\$0.00
VK3	License plate front mounting package	N/C	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Included	\$0.00
6N5	Switches, rear window inoperative	56	\$56.00
6N6	Door locks and handles, inside rear doors inoperative	61	\$61.00
7X3	Spotlamp, left-hand (LED)	Included	\$0.00
PQA	1FL Safety Package	393	\$393.00
VR5	LPO, Cargo security shade	258	\$258.00
PROG	Program (4) Additional Keys	125	\$125.00
TTAG	Temporary Tag	6	\$6.00
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TOTAL PURCHASE AMOUNT

\$ 38,662.00



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CC10706/9C1

2023 Chevrolet Tahoe 2WD 4dr 9C1

\$38,163.00

Codes	Optional Equipment	Unit Price	Net Price
1FL	Commercial Preferred Equipment Group	Included	\$0.00
9C1	Identifier for Police Package Vehicle	Included	\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included	\$0.00
MQC	Transmission, 10-speed automatic	Included	\$0.00
GBA	Black Exterior	Included	\$0.00
H1T	Jet Black, cloth seat trim	Included	\$0.00
ATZ	Seat delete, second row	-400	(\$400.00)
ATD	Seat delete, third row passenger	Included	\$0.00
5T5	Seats, front cloth and second row vinyl	Included	\$0.00
5Y1	Front center seat (20% seat) delete	N/C	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included	\$0.00
VK3	License plate front mounting package	N/C	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Included	\$0.00
6N5	Switches, rear window inoperative	56	\$56.00
6N6	Door locks and handles, inside rear doors inoperative	61	\$61.00
7X3	Spotlamp, left-hand (LED)	Included	\$0.00
PQA	1FL Safety Package	393	\$393.00
VR5	LPO, Cargo security shade	258	\$258.00
PROG	Program (4) Additional Keys	125	\$125.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00

TOTAL PURCHASE AMOUNT

\$ 38,662.00



Village of Palm Springs

Specification #	219
Unit Description	CC10706/9C1

Prepared for:

Prepared by:

9/7/2022

Village of Palm Springs PS 248
Attn: Edgar T. Morley
EMorley@vpsfl.org
561.304.4814

Garber Chevrolet Buick GMC

Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com



**Florida Sheriffs
Association**

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other
Vehicles, expiring September 30th, 2023. If you have any questions regarding this
quote please call!

Base Price

CC10706/9C1

2023 Chevrolet Tahoe 2WD 4dr 9C1

\$38,163.00

Codes	Optional Equipment	Unit Price	Net Price
1FL	Commercial Preferred Equipment Group	Included	\$0.00
9C1	Identifier for Police Package Vehicle	Included	\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included	\$0.00
MQC	Transmission, 10-speed automatic	Included	\$0.00
GBA	Black Exterior	Included	\$0.00
H1T	Jet Black, cloth seat trim	Included	\$0.00
ATZ	Seat delete, second row	-400	(\$400.00)
ATD	Seat delete, third row passenger	Included	\$0.00
5T5	Seats, front cloth and second row vinyl	Included	\$0.00
5Y1	Front center seat (20% seat) delete	N/C	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included	\$0.00
VK3	License plate front mounting package	N/C	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Included	\$0.00
6N5	Switches, rear window inoperative	56	\$56.00
6N6	Door locks and handles, inside rear doors inoperative	61	\$61.00
7X3	Spotlamp, left-hand (LED)	Included	\$0.00
PQA	1FL Safety Package	393	\$393.00
VR5	LPO, Cargo security shade	258	\$258.00
PROG	Program (4) Additional Keys	125	\$125.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00

TOTAL PURCHASE AMOUNT

\$ 38,662.00



Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL





Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL ( Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
1ZC69	2023 Chevrolet Malibu 4dr Sdn LS w/1FL	\$24,400.00
COLORS		
CODE	DESCRIPTION	
GAZ	Summit White	
EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00
ENGINE		
CODE	DESCRIPTION	MSRP
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
MRG	Transmission, Continuously Variable (CVT) (STD)	\$0.00
PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
1FL	LS Preferred Equipment Group includes standard equipment	\$0.00
PAINT		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
A51	Seats, front bucket (STD)	\$0.00

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Data Version: 17237. Data Updated: Aug 18, 2022 6:51:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (Complete)

SEAT TRIM		
CODE	DESCRIPTION	MSRP
H1T	Jet Black, Premium cloth seat trim	\$0.00
RADIO		
CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00
Options Total		\$0.00

Price Summary

PRICE SUMMARY		MSRP
	Base Price	\$24,400.00
	Total Options	\$0.00
	Vehicle Subtotal	\$24,400.00
	Destination Charge	\$1,095.00
	Grand Total	\$25,495.00

Standard Equipment

Package
Chevy Safety Assist includes (UE4) Following Distance Indicator, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (TQ5) IntelliBeam, (UHY) Automatic Emergency Braking and (UKJ) Front Pedestrian Braking
Mechanical
Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)
Transmission, Continuously Variable (CVT) (STD)
Engine control, stop-start system
Axle, 5.10 final drive ratio
Front wheel drive
Suspension, front MacPherson strut
Suspension, rear 4-link, independent
Brakes, 4-wheel antilock, 4-wheel disc

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Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (Complete)

Mechanical

Brake rotors, Duralife

Brake lining, high-performance, noise and dust performance

Brake, parking, electronic

Fueling system, capless

Fuel door, push open

Tool kit, road emergency

Exterior

Wheels, 16" (40.6 cm) aluminum

Tires, P205/65R16 all-season, blackwall

Wheel, spare, 16" (40.6 cm) steel

Tire, compact spare, T125/80R16

Headlamp control, automatic on and off

Headlamps, halogen

IntelliBeam, automatic high beam on/off (Included with (WPS) Chevy Safety Assist.)

Glass, acoustic, laminated, windshield

Mirrors, outside power-adjustable, manual-folding Black

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

Display, 8" diagonal LCD touch screen

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Antenna, Black

Interior

Seats, front bucket (STD)

Seat trim, Premium Cloth

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 6-way manual

Seat, rear 60/40 split-folding

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Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (Complete)

Interior

Floor mats, carpeted front (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)

Floor mats, carpeted rear (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)

Steering wheel, 3-spoke

Steering column, tilt and telescopic

Steering wheel controls, mounted controls for audio, phone and cruise

Driver Information Center, monochromatic display

Temperature display, outside

Warning indicator, front passenger seat belt

Windows, power with Express-Down on all

Door locks, power programmable

Keyless Start

Keyless Open, front doors includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, content theft alarm

Power outlet, auxiliary, 12-volt

Air conditioning, single-zone manual

Air filter, cabin

Defogger, rear-window, electric

Mirror, inside rearview manual day/night

Visors, driver and front passenger vanity mirrors, covered

Assist handle, front passenger

Lighting, interior overhead courtesy lamp, dual reading lamps and illuminated trunk area

Map pocket, front passenger seatback

Trunk cargo anchors

Safety-Mechanical

StabiliTrak, stability control system with brake assist includes Traction Control

Front Pedestrian Braking (Included with (WPS) Chevy Safety Assist.)

Automatic Emergency Braking (Included with (WPS) Chevy Safety Assist.)

Braking control, ECM grade

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Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (Complete)

Safety-Exterior

Daytime Running Lamps, integral to headlamps

Safety-Interior

Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)

Lane Keep Assist with Lane Departure Warning (Included with (WPS) Chevy Safety Assist.)

Following Distance Indicator (Included with (WPS) Chevy Safety Assist.)

Forward Collision Alert (Included with (WPS) Chevy Safety Assist.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Door locks, rear child security

Trunk latch, safety, manual release

Tire Pressure Monitor System

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM Temporary Use Permit - Sales Center - Fontana Townhomes - 3674 San Bernardino Way
#20: (formerly 4090 Coconut Road & 4063 Davis Road)

SUMMARY: K Hovnanian Aspire at Boatman Hammock LLC is requesting a Temporary Use Permit to allow a temporary model/sales center located on the 5.44-acre parcel currently being developed as the Boatman Hammock residential project. In an effort to begin the sales process, the applicant is requesting that a 1,956-square foot townhome be used as a model/sales center for the 54-fee-simple townhome community that is currently under construction. The proposed location for the sales center is Lot 54 (Building 1) on the previously approved Site Plan (Resolution No. 2021-18 - October 14, 2021) and final plat (Resolution No. 2022-43 - September 22, 2022).

If approved, the unit will be a "dry model," providing temporary parking located in front of the unit and adjacent thereto with a concrete sidewalk. Once the sales are completed for the community or the two years are reached, the temporary parking area and the sidewalk will be removed and the area will be sodded and restored accordingly with the approved site plan.

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

The new Boatman Hammock Townhomes development is currently being constructed. Staff recommends approval of the proposed two (2) year Temporary Use permit to support a temporary sales office until a model unit is built to serve as Boatman's sales office.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Temporary Use Agreement - Boatman Hammock
2. Exhibit "A" Property Legal Description
3. Exhibit "B" Sales Center Exhibit and Floor Plan
4. Applicant Temporary Use Application
5. Aerial and Location Maps

Temporary Use Permit Agreement

THIS TEMPORARY USE PERMIT AGREEMENT ("License") is made this____ day of _____, 2022, by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation, ("Village") by and through the authority of its Land Development Director, withits principal address at 4445 Boatman Street and Todd Street, Palm Springs, FL 33461; and K. HOVNANIAN ASPIRE AT BOATMAN HAMMOCK, LLC, a limited liability company with its principal address at 3601 Quantum Boulevard, Boynton Beach, FL 33426 ("Licensee").

RECITALS

WHEREAS, Licensee owns property located at 4445 Boatman Street and Todd Street, Palm Springs, Florida ("Property") described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, currently the Property is being improved as a residential planned development with 54 fee-simple townhomes and amenities; and

WHEREAS, Licensee desires to utilize a model home as a sales office for the townhomes; and

WHEREAS, the Property is located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, the Licensee has requested that the Village license the use of the Property for a temporary sales office on a portion of the Property; and

WHEREAS, the use of the Property for real estate sales office is not a permitted or special exception use in the RM district in which the Property is located; and

WHEREAS, Village Code Section 34-895 authorizes the Village Council, for good cause shown, to grant a temporary use permit for certain principal uses, not to exceed two (2) years from the approval date; and

WHEREAS, Village Code Section 34-895(e)(3) requires the Village Council be the approval authority after due public notice for any proposed temporary use that exceeds sixty (60) days; and

WHEREAS, the Village Council has determined that granting a temporary use permit to the Licensee under the terms and conditions of Village Code Section 34-895 and this Agreement serve a valid public purpose and is in the best interest of the Village.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. TEMPORARY PERMITTED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-895, the Village by and through the authority of its Village Council hereby grants Licensee a temporary, revocable permit which authorizes Licensee to utilize the Property for the sole use as described herein. No other interest or right to use the Property is granted to Licensee under this License. The temporary use permit is revocable as provided in Village Code Section 34-895.

3. TERM AND EFFECTIVE DATE

3.1 The term of this Temporary Use Permit under this Agreement is limited to two (2) years. The term shall commence on _____ ("Commencement Date") and shall terminate on _____. This Agreement and the permit shall become effective upon approval by the Village Council. At the conclusion of the two-year term, the temporary permitted use of the Property shall expire, and the Licensee shall terminate such use. Failure to terminate the temporary use shall be grounds for default and subject the Licensee to appropriate legal action including mandatory injunctive relief and the reasonable costs incurred by the Village in enforcing this Agreement including attorney's fees at all administrative, trial and appellate levels. Pursuant to Village Code Section 34-895, upon issuance of a court order from a court of competent jurisdiction awarding attorney's fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this License Agreement.

1. A 1,956 square foot temporary sales model may be installed on the Property, within the area proposed for Building 1 (Lot 54 of the proposed Plat), to serve as a sales office. Proposed improvements are depicted on plans in Exhibit "B", attached hereto and incorporated herein and include converting the garage into a sales office
2. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
3. The sales office shall only be utilized during normal business hours. Licensee is responsible for securing the premises.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and

hold harmless, Village, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the temporary use permitted under this Agreement and pertaining to or arising out of the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend and indemnify within 7 days after such notice is given by the Village. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Licensee of a claim shall not release the Licensee of the above duty to defend and indemnify.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between the Village and Licensee and as to the temporary use of the Property (as described herein) and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License. The failure of a Party to insist upon strict performance of any of the terms or conditions of this License or to exercise any of its rights under this License shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License, in law or in equity.

7. GOVERNING LAW

7.1 This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this License shall be in Palm Beach County, Florida. **Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.**

8. ASSIGNMENT

8.1 This License is personal to Licensee and may not be sold, assigned or transferred by Licensee or any other person or entity.

9. NOTICES

9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by nationally recognized overnight mail courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Village: The Village of Palm Springs, Florida
 Attention: Michael Bornstein,
 Village Manager
 226 Cypress Lane
 Palm Springs, Florida 33461

With a mandatory copy to: The Village of Palm Springs, Florida
 Attention: Glen Torcivia, Village Attorney
 701 Northpoint Parkway, Suite 209
 West Palm Beach, Florida 33407

Licensee: K. Hovnanian Aspire at Boatman Hammock, LLC.
 3601 Quantum Boulevard
 Boynton Beach, FL 33426

10. APPLICABLE LAWS

10.1 During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee shall, with respect to the condition of the Property and at the Licensee's sole cost and expense, comply with (a) all laws relating solely to Licensee's specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11. SURVIVAL

11.1 The provisions of this Agreement relating to indemnification shall survive and termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

12. CAPTIONS

- 12.1** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement.

13. ATTORNEY'S FEES

- 13.1** It is the understanding of the parties that if legal action is required to enforce this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

- 14.1** In the event that the Licensee is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the Village, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this Agreement, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. A breach of this Agreement by Licensee may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the temporary permitted use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this Agreement is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this Temporary Use Permit Agreement in the event of a default.
- 14.2** The parties hereto agree that the Village's right to terminate this Agreement as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements by Licensee to the Facilities for the use licensed herein. Accordingly, this Agreement shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements. Termination shall also be subject to Section 34-895(g) of the Village Code.
- 14.3** The parties hereto agree that the Village and the public will be irreparably damaged if the terms and conditions of this Agreement are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the Agreement, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this Temporary Use Permit Agreement.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

17. PREPARATION

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

18. COUNTERPARTS

18.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Temporary Use Permit Agreement to be executed on the day and year first above written.

THE VILLAGE OF PALM SPRINGS

BY: _____
Bev Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Kimberly M. Wynn, Village Clerk

Glen Torcivia, Village Attorney

K HOVNANIAN ASPIRE AT BOATMAN HAMMOCK, LLC.

BY: _____
Jon Isherwood, Division President

WITNESSES:

PRINT: _____

PRINT: _____

Legal Description

Boatman Hammock

03/09/2021

PCN: 70424424000005670

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

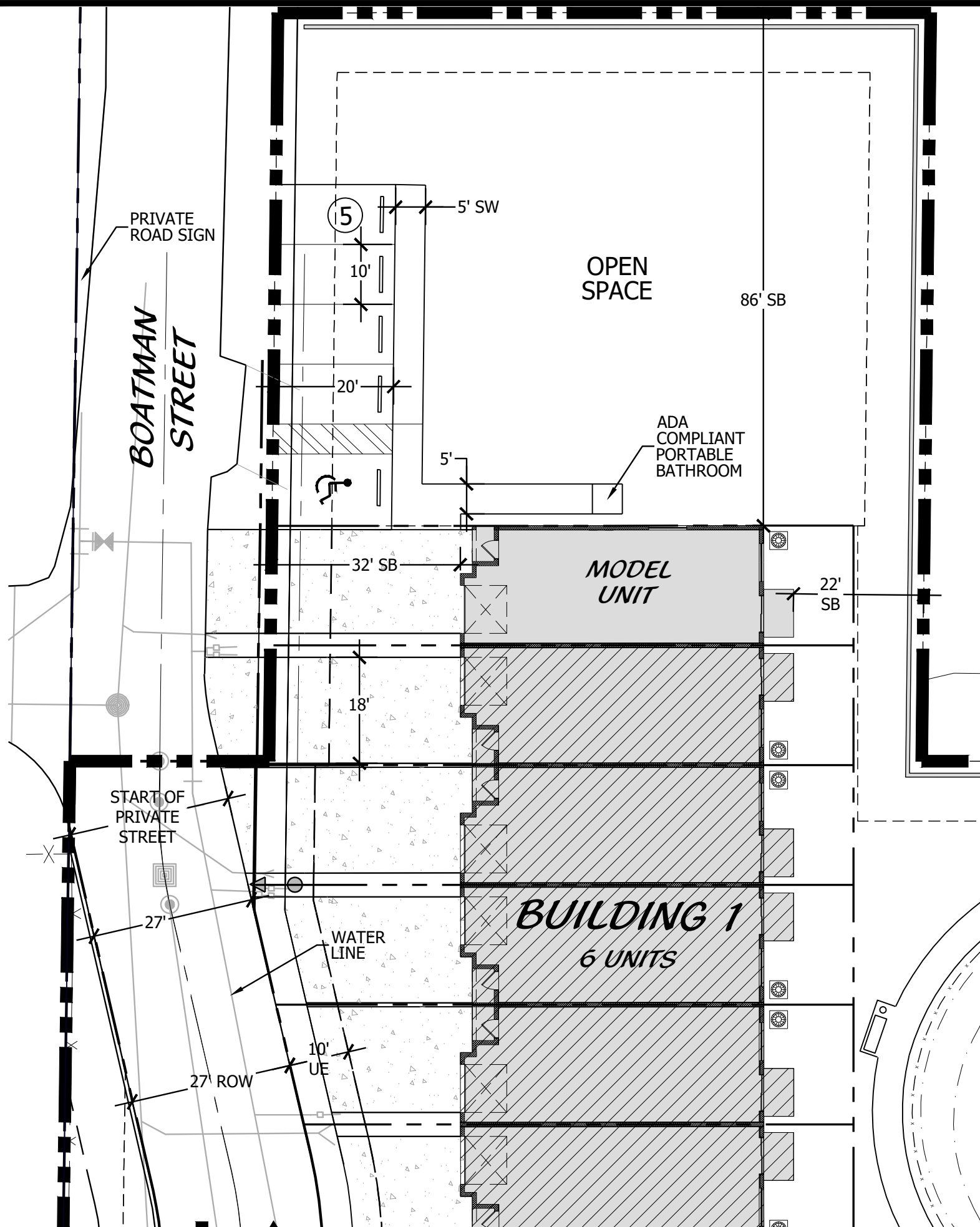
SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 223,265 SQUARE FEET, OR 5.126 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

PCN: 70424424320100160

LOTS 16, 17, 18, 19 AND 20, BLOCK 10, GREENLAND PLATY NO. 4, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 4, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

RECORDS OF PALM BEACH COUNTY, FLORIDA.
CONTAINING 13,616 SQUARE FEET OR 0.313 ACRES, MORE OR LESS.



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	32S
EXISTING LAND USE DESIGNATION	COMMERCIAL
EXISTING ZONING DISTRICT	CG- COMMERCIAL GENERAL
FUTURE LAND USE DESIGNATION	MEDIUM DENSITY RESIDENTIAL
PROPOSED ZONING OVERLAY DISTRICT	RM- RESIDENTIAL MULTIPLE FAMILY 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
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BUILDING DATA	54
NUMBER OF MULTIFAMILY UNITS	FEE SIMPLE
OWNERSHIP	

PROJECT DENSITY	9.93 DU/AC
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LAND USE	SF	AC	%
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	PROV
	35%	51.19%
	82,909.00	121,263.27

RECREATION	MIN	PROV
	20% of OS	40.46%
	16,581.80	33,544.95

LOT COVERAGE	SF	AC	%
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	SF	AC	%
GREEN SPACE	94,488	2.17	39.69%
RETENTION	15,150	0.35	6.40%
TOTAL PERVIOUS AREA	109,638	2.52	46.28%

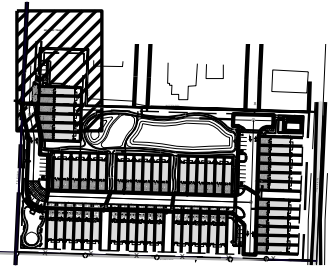
TOTAL SITE AREA	236,883	5.44	100.00%
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PARKING DATA	REQ	PROV
RESIDENTIAL (2.5 PER UNIT)	135	
GARAGE		54
DRIVEWAY (TANDEM)		108
GUEST 25% (AT-GRADE)	34	27
SALES CENTER		5

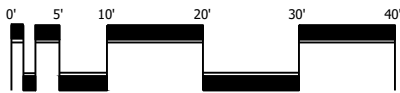
TOTAL	169	194
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PEDESTRIAN AMENITIES	REQ	PROV
BENCH	5	7
TRASH CAN	2	3
BIKE RACK	2	2

KEY MAP



Sales Center Exhibit



Scale: 1" = 20'-0"



North



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Boatman Hammock

Palm Springs, Florida

DESIGNED _____ DEH
DRAWN _____ RO/RNK
APPROVED _____ DEH
JOB NUMBER 20-0905
DATE 07-20-22
REVISIONS 10-17-22

October 17, 2022 8:37:34 a.m.
Drawing: 20-0905 SP.DWG

SHEET 1 OF 1

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GENERAL NOTES

1. CONSTRUCTION SHALL FOLLOW THE FLORIDA BUILDING CODE AS ADAPTED BY THE COUNTY AND ALL APPLICABLE AMENDMENTS.
2. BUILDER SHALL COORDINATE ALL THE WORK OF ALL TRADES.
3. BUILDER SHALL REVIEW DRAWINGS IN THEIR ENTIRETY BEFORE STARTING WORK. THE BUILDER SHALL ACCEPT FULL RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS NOT REPORTED IMMEDIATELY IN WRITING TO THE ARCHITECT. BACK CHARGES WILL NOT BE SPECIFICALLY ADDRESSED ON THE PLANS AND NOTES.
4. SUBMIT MINIMUM COPIES OF SHOP DRAWINGS AS REQUIRED BELOW.
5. THESE PLANS, AS DRAWN AND NOTED, COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE F.B.C. CHAPTER IS ENERGY EFFICIENCY. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE WHICH MAY NOT BE SPECIFICALLY ADDRESSED ON THE PLANS AND NOTES.
6. BUILDER IS RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL OR NON-STRUCTURAL MEMBERS DURING CONSTRUCTION.
7. CABINET SUPPLIER TO PROVIDE SHOP DRAWINGS TO THE BUILDER.
8. WINDOW AND DOOR SUPPLIER TO PROVIDE SHOP DRAWING TO BUILDER.
9. ALL WINDOWS AND DOORS SHALL BE CAULKED AND WEATHER STRIPPED PER CODE. WINDOW UNITS SHALL DISPLAY LABELS SHOWING COMPLIANCE WITH THE F.B.C. ENERGY CONSERVATION CODE.
10. ALL CONSTRUCTION IN BROWARD AND DADE COUNTIES SHALL COMPLY WITH THE HIGH VELOCITY HURRICANE ZONE (HVHZ) SECTIONS OF THE F.B.C.
11. MECHANICAL OR PLUMBING PENETRATIONS THRU ROOF DECK SHALL BE FLASHED AND SEALED PER MANUFACTURERS RECOMMENDATION.

CONCRETE NOTES

1. CONCRETE SHALL CONFORM TO ASTM C294/C 94M-15A. SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.65 AND SHALL HAVE 3000 PSI COMPRESSIVE STRENGTH IN 28 DAYS (UNLESS NOTED OTHERWISE) ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 318-14 AND THIS 402-2016. ALL CONCRETE MASONRY WORK SHALL BE IN ACCORDANCE WITH THIS 403-2017.
2. MINIMUM CONCRETE COVER OVER REINFORCING SHALL BE: SLABS ON VAPOR BARRIER - 3/4" BEAMS AND COLUMNS - 1 1/2" FORMED CONCRETE BELOW GRADE-2" UNFORMED CONCRETE BELOW GRADE-3"
3. REINFORCING STEEL: GRADE 60 (FY=60,000) ASTM A615/A 615M-15 AEI.
4. DETAIL OF CONCRETE REINFORCEMENT SHALL BE IN ACCORDANCE WITH "THE MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION" AS PUBLISHED BY THE CONCRETE REINFORCING STEEL INSTITUTE UNLESS NOTED OTHERWISE.
5. ADEQUATE VERTICAL AND HORIZONTAL SHORING SHALL BE PROVIDED TO SAFELY SUPPORT ALL LOADS DURING CONSTRUCTION.
6. DOMELS COLUMN AND WALL REINFORCING TO FOOTING WITH SAME SIZE AND NUMBER OF DOMELS AS VERTICAL BARS ABOVE.
7. REINFORCING STEEL SHALL BE LAPPED WHERE SPLICED AND SHALL BE WIRED TOGETHER. PROVIDE CORNER BARS SAME SIZE AND NUMBER AS HORIZ. BEAM REINFORCING AT EACH FACE. LAP 48 BAR DIA. MIN. OR PER DETAIL PROVIDED ON 'S' SHEETS
8. PLACING DRAWINGS ON BAR LISTS SHALL CONFORM TO ACI'S "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE CONSTRUCTION" AS PUBLISHED BY THE CONCRETE REINFORCING STEEL INSTITUTE UNLESS NOTED OTHERWISE.
9. PROVIDE CONTROL JOINTS AT THE GROUND FLOOR FOUNDATION SLAB PER ACI 224.3R. PROVIDE A TOOLED JOINT WHEN FINISHING THE SLAB IN A STRAIGHT LINE OR SAW CUT SLAB WHILE CONCRETE IS STILL GREEN. THE MINIMUM DEPTH OF THE CONTROL JOINT SHALL BE 25% OF THE SLAB THICKNESS. LOCATE JOINTS APPROX. 10' O.C. EACH WAY. JOINTS TO EXTEND TO OUTSIDE WALL OR SLAB STEP. LOCATE AT LEAST ONE JOINT TO INTERSECT EACH INSIDE CORNER SLAB STEP OR EXTERIOR WALLS. JOINTS TO AVOID RECESSED SHOWERS.

ABBREVIATIONS

ABV.	ABOVE	EXT.	EXTERIOR	M.C.	MEDICINE CABINET	SMS	SHEET METAL SCREWS
A.F.F.	ABOVE FINISHED FLOOR	F.B.C.	FLORIDA BUILDING CODE	MR.H.	MEAN ROOF HEIGHT	ST.	STIRRUPS
AHU	AIR HANDLER UNIT	F.R.	FIRE RATED	MAX.	MAXIMUM	STL.	STEEL
B.F.	BI FOLD	FR.	FRENCH DOOR	MFR.	MANUFACTURER	SW	SWITCH
B.P.	BI PASS	FIN.	FINISHED	MICRO.	MICROWAVE	S.N.O.T.	SHEARNALL OVERTURNING FORCE
BLK.	BLOCK	FL/ FLR.	FLOOR	MIN.	MINIMUM	TEMP.	TEMPERED
BLK.	BELOW	G.T.	GIRDER TRUSS	M.C.	MASONRY OPENING	T.B.	THROUGH BOLT
BKG.	BEARING	GA.	GANGE	MONO.	MONOLITHIC	T.O.	THROUGH OUT
BTM.	BOTTOM	GALV.	GALVANIZED	MTL.	METAL	T.O.B.B.	TOP OF MASONRY BOND BEAM
CLG.	CEILING	GFI	GROUND FAULT INTERRUPT	O.H.D.	OVER HEAD DOOR	T.O.P.L.	TOP OF WOOD PLATE
CMU	CONCRETE MASONRY UNITS	GLAS.	GLASS	O/C	ON CENTER	T.O.T.B.	TOP OF THE BEAM
COL.	COLUMN	GWB	GYPSON WALLBOARD	P.L.F.	POUNDS PER LINEAR FOOT	TYP.	TYPICAL
CONC.	CONCRETE	GYP. BD.	GYPSON WALLBOARD	P.S.F.	POUNDS PER SQUARE FOOT	U.N.O.	UNLESS NOTED OTHERWISE
CSMT.	CASEMENT	HST.	HEIGHT	P.S.I.	POUNDS PER SQUARE INCH	UL	UNDERWRITERS LABORATORIES
DBL.	DOUBLE	HPS.	HOOPS	P.T.	PRESSURE TREATED	V.I.F.	VERIFY IN FIELD
DIA.	DIAMETER	HR.	HOUR	PARTN.	POCKET	W.A.	W/ WITH
DISP.	DISPOSAL	HS	HORIZONTAL SLIDING	PKT.	POCKET	W/	W/ WITH
DP	DESIGN PRESSURE	HVHZ	HIGH VELOCITY HURRICANE ZONE	PLYND.	PLYWOOD	WC	WATER CLOSET
DR.	DOOR	INS.	INSULATION	R.O.	ROUGH OPENING	WD.	WOOD
DW	DISH WASHER	INT.	INTERIOR	S.C.	SOLID CORE		
E.E.	EACH END	LG.	LONG	S.G.D.	SLIDING GLASS DOOR		
ELEC.	ELECTRICAL	LIN.	LINEN	S.F.	SQUARE FOOT		
ELEV.	ELEVATION	LT.	LIGHT	SH	SINGLE HUNG		
ES.	EACH SIDE	L.T.	LAUNDRY TUB				

ELECTRICAL SYMBOLS LEGEND

	DUPLEX RECEPTACLE/ ARC FAULT INTERRUPT @ 12" A.F.F.		SINGLE RECEPTACLE DEDICATED		HVAC THERMOSTAT		PADBLE FAN W/ OR W/O LIGHT
	DUPLEX RECEPTACLE UNDER COUNTER		DUPLEX RECEPTACLE DEDICATED GFI		INTERCOM AT 60" A.F.F.		FLOURESCENT LIGHT FIXTURE
	DUPLEX RECEPTACLE AT 8' ABV. COUNTER		SINGLE RECEPTACLE DEDICATED UNDERCOUNTER		SECURITY KEYPAD		FLOURESCENT LIGHT FIXTURE
	DUPLEX RECEPTACLE GROUND FAULT INTERRUPT		SWITCH SINGLE POLE		GARAGE PUSH BUTTON		INCANDESCENT LIGHT FIXTURE CEILING MOUNTED
	DUPLEX RECEPTACLE AT 8' ABV. COUNTER GROUND FAULT INTERRUPT		SWITCH THREE WAY		DOOR BELL		INCANDESCENT LIGHT FIXTURE VAPOR PROOF
	DUPLEX RECEPTACLE TOP REC. SWITCH		SWITCH FOUR WAY		DOOR CHIME INTERIOR		INCANDESCENT LIGHT FIXTURE WALL MOUNTED
	DUPLEX RECEPTACLE WATERPROOF GROUND FAULT INTERRUPT		SWITCH DIMMER		CENTRAL VACUUM RECEPTACLE		HI HAT- RECESSED
	DUPLEX RECEPTACLE 8' ABV. COUNTER WATERPROOF GFI		TELEPHONE OUTLET AT 12" A.F.F.		CENTRAL VACUUM		HI HAT- RECESSED VAPOR PROOF
	QUADRPLEX RECEPTACLE		TELEPHONE OUTLET FLUSH IN FLOOR		SECURITY LIGHTS		RECESSED EYEBALL
	DUPLEX RECEPTACLE FLUSH IN FLOOR		DEDICATED DATA LINE		LED LIGHT		EXHAUST FAN
	220 V. RECEPTACLE AT 12" A.F.F.		FAN BOX		JUNCTION BOX C.L.G. MOUNTED LOW VOLT.		EXHAUST FAN /LIGHT COMBO
			TELEVISION JACK PREWIRED				

FOUNDATION NOTES

1. FLOOR SLAB TO BE 4" THICK POURED CONCRETE SLAB WITH 6" X 6" X 14.0X14.4 W.W.M. ON 6 MIL VISQUEEN (OR EQUAL) ON CLEAN WELL COMPACTED FILL. .MM SHALL BE LOCATED IN THE MIDDLE TO UPPER HALF OF THE SLAB DEPTH AND MUST BE SUPPORTED AT 3'-0" O/C EACH WAY WITH APPROVED MATERIALS.
2. PROVIDE A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT SHOULD BE IN ACCORDANCE WITH THE RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
3. ALL REINFORCING STEEL TO BE GRADE 60.
4. COLUMN AND WALL CENTERLINES SHALL COINCIDE WITH FOOTING CENTERLINES UNLESS OTHERWISE NOTED.
5. FOOTING DESIGN BASED ON ASSUMED SOIL BEARING CAPACITY OF 2500 P.S.F. CONTRACTOR TO SUBMIT SOIL BEARING TEST RESULTS OR SOIL BEARING CAPACITY REPORT BY A FLORIDA REGISTERED ENGINEER.
6. ALL SITE PREPARATIONS 4 DRAINAGE RECOMMENDATIONS MADE IN THE SITE SPECIFIC GEOTECHNICAL REPORT MUST BE STRICTLY ADHERED TO.
7. FILL PLACED WITHIN 5'-0" OF THE CONSTRUCTION PERIMETER SHALL CONSIST OF CLEAN WELL GRADED SAND IN 12" LIFTS(SMAX) AND VIBRATORY COMPACTED TO ACHIEVE A MINIMUM OF 95% MODIFIED PROCTOR. ASTM D 1557-12E1.
8. AFTER STANDARD CLEANING AND GRUBBING HAS BEEN COMPLETED AND APPROVED, APPLY VIBRATORY COMPACTOR WITH A MINIMUM OF FOUR PASSES TO THE EXISTING GROUND.
9. SLABS SHALL NOT BE LOADED UNTIL 12 HOURS HAS ELAPSED.
10. SPLICES SHALL BE 48 BAR DIAMETERS AND CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CORNER BARS SHALL BE 48 BAR DIAMETERS EACH WAY.
11. ALL MONOLITHIC FOOTINGS HAVE BEEN CHECKED FOR THE USE OF TRANSFER REINFORCEMENT AT THE PERIMETER. RATIONAL ANALYSIS SHALL BE SUBMITTED, BUT ONLY IF REQUESTED BY THE BUILDING OFFICIAL.
12. CONCRETE FOR FOUNDATIONS AND FOOTINGS SHALL BE 2500 PSI MIN. MAXIMUM WATER/CEMENT RATIO MUST NOT EXCEED 0.65.

BEAM SCHEDULE NOTES

1. SCHEDULED HOOPS AND STIRRUPS SHALL BE PLACED AT EACH END (E.E.) OF BEAM OR THROUGHOUT (T.O.) BEAM AS INDICATED ON BEAM SCHEDULE. STIRRUPS SHALL BE TYPE 5-6 AND HOOPS SHALL BE TYPE T-2 TYPICAL CRSI BAR BENDS UNLESS OTHERWISE NOTED.
2. ALL BEAM (MARK 'B') TOP BARS SHALL BE CONTINUOUS UNLESS OTHERWISE NOTED
3. ALL THE BEAMS (MARK 'BY') REINFORCING SHALL BE CONTINUOUS THRU THE BEAMS ONLY. ALL SPLICES TO BE A MINIMUM OF 48 BAR DIAMETERS.
4. BUNDLE ALL STRUCTURAL BEAM TOP BARS IN PAIRS OVER SUPPORTS WITH TOP BARS FROM ADJACENT BEAMS. (UNO).
5. DROP BOTTOM OF THE BEAMS AS REQUIRED AT WINDOW 4 DOOR HEADS (28" MAX.) ADD 2-#5 BOTTOM IF DROP EXCEEDS 8".
6. THE BEAM SCHEDULE DEPTHS ARE MINIMUM AND MAY BE INCREASED 8" TO FIT BLOCK WORK.
7. ALL ADDED LOGITUDINAL BEAM REINFORCING SHALL EXTEND 6" MINIMUM INTO SUPPORT UNLESS OTHERWISE NOTED.
8. REFER TO CONCRETE NOTES FOR INFORMATION ON CONCRETE AND STEEL SPECIFICATIONS.
9. ONE-QUARTER OF MAXIMUM BOTTOM REINFORCING STEEL AREA OF EITHER ADJACENT BEAM SHALL EXTEND THRU SUPPORT AND LAP WITH A CLASS "A" TENSION LAP SPEC TO EITHER SIDE OF SUPPORT.
10. MARK 'C' IN REINFORCING COLUMN BETWEEN TWO BEAMS INDICATES THAT REINFORCING SHALL BE CONTINUOUS THRU THOSE TWO BEAMS.

MASONRY NOTES

1. CONCRETE UNITS TO BE ASTM C 90-14, ASTM GRADES NI OR NII. PROVIDE PRECAST LINTELS AS NECESSARY. (7m = 1800 PSJ)
2. MORTAR TYPE M PER ASTM C 270-14a.
3. CONCRETE FILL
- A. CELLS LINTELS AND BOND BEAMS WHERE SPECIFIED SHALL BE FILLED W/ 3000 PSI FEA GRAVEL CONCRETE.
- B. THE MIX DESIGN SHALL BE APPROVED BY THE ENGINEER.
- C. ALL CONCRETE SHALL BE OF A FLUID CONSISTENCY WITH A SLUMP OF 4"-11" MAX., WHICH MEANS THAT THE CONSISTENCY SHALL BE AS FLUID AS POSSIBLE FOR POURING WITHOUT SEGREGATION OF THE CONSTITUTENT PARTS.
- D. THE USE OF ADMIXTURES SHALL NOT BE PERMITTED WITHOUT WRITTEN CONSENT OF THE ENGINEER.
4. REINFORCING:
- VERTICAL:
- A. ASTM A615/A 615M-15 AEI. PER REINFORCING SECTION (GRADE 60).
- B. WHEN A FOUNDATION DOMEL DOES NOT LINE UP WITH A VERTICAL CORE, IT SHALL NOT BE SLOPED MORE THAN ONE HORIZONTAL IN SIX VERTICAL ALIGNMENT, EVEN THOUGH IT IS IN AN ADJACENT CELL TO THE VERTICAL WALL REINFORCING.
- C. VERTICAL REINFORCING STEEL SHALL HAVE A MINIMUM CLEARANCE OF ONE-HALF INCH FROM THE MASONRY.
- D. VERTICAL REINFORCING SHALL BE AS LOCATED ON THE PLAN AND AS INDICATED IN THE VERTICAL SCHEDULE.
- E. VERTICAL REINFORCINGS EACH SIDE OF ANY OPENING, IF REQUIRED, SHALL BE CONTINUOUS TO THE TIE BEAM. PRECAST LINTELS SHALL HAVE OPENINGS TO ALLOW REINFORCING BARS TO CONTINUE UNINTERRUPTED.
- HORIZONTAL:
- A. HORIZONTAL REINFORCEMENT SHALL BE PROVIDED AS SCHEDULED IN THE BEAM SCHEDULE.
- B. HORIZONTAL JOINT REINFORCEMENT SHALL CONSIST OF AT LEAST 4 GAGE LADDER TYPE REINFORCEMENT SPACED NOT MORE THEN 16" O/C VERT. REINFORCEMENT SHALL ALSO BE PROVIDED AT THE BOTTOM AND TOP OF ALL OPENINGS AND EXTEND NOT LESS THEN 24" BEYOND THE OPENING. PROVIDE 6" MIN EMBEDMENT INTO CONCRETE COLUMNS AND BEAMS AND FULL DEPTH LAPS AT ALL MASONRY "L" AND "T" INTERSECTIONS.
5. GENERAL:

- A. STRUCTURAL DESIGN IS IN ACCORDANCE WITH T.M.S. 402-16, BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES AND THE COMMENTARY ON BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES.
- B. CONSTRUCTION SHALL BE IN ACCORDANCE WITH T.M.S. 602-16, SPECIFICATIONS FOR MASONRY STRUCTURES AND THE COMMENTARY ON SPECIFICATIONS FOR MASONRY STRUCTURES.
- C. IN HVHZ AREAS THE BUILDER SHALL EMPLOY A SPECIAL INSPECTOR APPROVED BY THE BUILDING OFFICIAL TO ENSURE COMPLIANCE WITH THE APPROVED STRUCTURAL PLANS IN ACCORDANCE WITH SECTION 2122.2.4 F.B.C.
6. VERTICAL CELLS FOR MASONRY TO BE GROUDED SHALL HAVE VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR, UNOBSTRUCTED CONT. CELL.
7. CLEANOUT OPENINGS SHALL BE PROVIDED AT THE BOTTOM OF GROUDED CELLS AT EACH LIFT OVER 4'-0" HIGH. CLEANOUTS SHALL BE SEALED AFTER CLEANING AND INSPECTION, AND BEFORE GROUING.

STEEL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS". MATERIALS SHALL CONFORM TO THE APPLICABLE ASTM SPECIFICATION AS FOLLOWS: W SHAPES - A992-11, OTHER SHAPES - A36/A 36M-14, PLATES A36/A 36M-14, BOLTS - A 307-14 TUBULAR - ASTM A500/A500M-15 GRADE B (46 KSI)
2. WELDED CONSTRUCTION SHALL CONFORM TO THE AMERICAN WELDING SOCIETY "STRUCTURAL WELDING CODE". ELECTRODES FOR FIELD AND SHOP WELDS SHALL BE A5.5 AS I E10XX.

PLAN NOTES

1. A PERMANENT SIGN WHICH IDENTIFIES THE TERMITE TREATMENT PROVIDER AND NEED FOR REINSECTION AND TREATMENT CONTRACT RENEHAL SHALL BE PROVIDED. THE SIGN SHALL BE POSTED NEAR THE WATER HEATER OR ELECTRICAL PANEL.
2. PROVIDE 3" STEEL POST OR BOLLARD OR TIRE BUMPER IN FRONT OF ALL EQUIPMENT (HVAC, E.H.V. WASH/DRYER) LOCATED IN THE GARAGE AT FLOOR LEVEL PER F.B.C. MECHANICAL CODE.
3. PROVIDE 1/2 P.T. FIRESTOP VERTICALLY AT THE CEILING AND FLOOR LEVELS. HORIZONTALLY AT INTERVALS NOT EXCEEDING 10'-0", AND ALL OTHER LOCATIONS PER F.B.C. SECTION RS02.11.
4. ALL GLAZING WITHIN 34" OF EITHER SIDE OF THE DOOR PLANE IN A CLOSED POSITION AND ON A WALL PERPENDICULAR TO THE PLANE OF THE DOOR ON THE HINGE SIDE OF THE DOOR (48" IN HVHZ) SHALL BE TEMPERED. ALL WINDOWS OR GLASS ENCLOSURES AT OR WITHIN 36" OF TUBS AND SHOWERS WITH SILLS LESS THAN 60" ABOVE FLOOR SHALL BE TEMPERED. ALL GLASS IN SIDELIGHTS, SLIDING GLASS DOORS AND FRENCH DOORS SHALL BE TEMPERED.
5. EGRESS WINDOWS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF TOOLS. EGRESS WINDOWS SHALL HAVE A MINIMAL NET OPENING OF 24" HIGH 20" WIDE AND MIN. NET AREA OF 5.7 S.F. FOR 2nd FLOOR WINDOWS AND 5.0 S.F. FOR 1st FLOOR WINDOWS. THE BOTTOM OF THE OPENING SHALL NOT BE MORE THAN 44" ABOVE THE FLOOR, LATCH AT 54" A.F.F. MAX. IN HVHZ AREAS WHERE THERE IS MORE THAN A 4'-0" DROP, THE SILL SHALL BE NO LESS THAN 36" A.F.F. OR PROVIDE AN APPROVED SAFEGUARD.
6. ALL BATHROOM WINDOWS SHALL BE OF APPROVED IMPERVIOUS MATERIALS.
9. IN HVHZ AREAS PROVIDE HURRICANE SHUTTERS AS PER F.B.C. SECTION 24-15 UNLESS THE EXTERIOR WALL COMPONENTS OF THE ENCLOSED BUILDING HAS SPECIFIC PRODUCT APPROVAL TO PRESERVE THE ENCLOSED BUILDING ENVELOPE AGAINST IMPACT LOADS AS SET FORTH IN CHAPTER 16.
9. PICKETS AT STAIRS, LANDINGS 4 BALCONIES SHALL BE SPACED TO PREVENT PASSAGE OF A 4" DIAMETER SPHERE.
10. PROVIDE A MINIMUM OF 4" CLEAR ALL AROUND AIR HANDLER UNITS.
11. IN ZERO LOT LINE HOMES, DRYER VENTS, EXHAUST FANS 4 KITCHEN HOODS SHALL NOT VENT THROUGH THE SIDE WALL AND MUST MAINTAIN A 10'-0" SETBACK.
12. SEAL ALL EXTERIOR WALL PENETRATIONS INCLUDING THOSE FOR CONDUIT, PIPE OR ELECTRICAL FIXTURES WITH A WATERPROOF CLOSED CELL SPRAY FOAM SEALANT.
13. ALL WALLS ENCLOSING TUBS OR SHOWERS SHALL BE CONSTRUCTED WITH CEMENT BOARD COVERED WITH A WATERPROOF LIQUID MEMBRANE.

FRAMING NOTES

1. THE TRUSS AND FLOOR SYSTEM LAYOUT SHOWN ON THIS SHEET IS SCHEMATIC IN NATURE. HOWEVER, THE SUPPORTING SUPERSTRUCTURE HAS BEEN DESIGNED UNDER THE ASSUMPTION THAT THE FRAMING SCHEME SHOWN WILL CLOSELY PARALLEL FINAL TRUSS AND FLOOR SYSTEM DESIGNERS LAYOUT.
2. THIS FRAMING SCHEME (DIRECTION OF TRUSSES AND SLABS, MAJOR G.T. BEARING POINTS, ETC.) CAN BE MODIFIED ONLY AFTER OBTAINING PERMISSION FROM THE PRIME PROFESSIONAL OF RECORD WHO MUST REVIEW PROPOSED CHANGES AND AUTHORIZE STRUCTURAL REVISIONS ACCORDINGLY.
3. FINAL SIGNED AND SEALED ENGINEERED TRUSS AND FLOOR SYSTEM DESIGN MUST BE SUBMITTED TO THIS OFFICE FOR REVIEW. TRUSS AND FLOOR SYSTEM DESIGNERS MUST PROVIDE ALL TRUSS CONNECTIONS AS PART OF THE DESIGN.
4. TRUSS AND FLOOR SYSTEM MANUFACTURER SHALL SUBMIT THREE (3) COPIES OF SHOP DRAWINGS AND ENGINEERING CALCULATIONS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER OF THEIR DESIGN FOR REVIEW INCLUDING TWO (2) COPIES FOR ARCHITECT/ ENGINEERS REVIEW PRIOR TO FABRICATION. REVIEW OF SHOP DRAWINGS IS A COURTESY OF THE ARCHITECT/ ENGINEER AND IN NO WAY RELIEVES THE MANUFACTURER OF HIS RESPONSIBILITY TO PROVIDE A LAYOUT THAT FULLY INTEGRATES WITH THE ARCHITECT/ ENGINEERS SUPERSTRUCTURE. IF THERE IS ANY CONFLICT OR ADDITIONAL STRUCTURE NEEDED, THE TRUSS AND FLOOR SYSTEM COMPANY SHALL NOTIFY THE ARCHITECT/ ENGINEER IN WRITING OF THE SPECIFIC AREAS OF CONCERN.
5. TRUSSES TO BE DESIGNED TO CARRY LOADS OF ATTIC AHU AND MISC. EQUIPMENT. COORDINATE LOCATIONS WITH BUILDER PRIOR TO FABRICATION AND INDICATE ON TRUSS DRAWINGS. THE BUILDER SHALL BE RESPONSIBLE FOR THE COMPLETE COORDINATION BETWEEN THE TRUSS DESIGN AND AIR CONDITIONING DESIGN REQUIREMENTS.
6. ARCHITECT NOR ENGINEER ACCEPTS ANY RESPONSIBILITY FOR STRUCTURAL BEAMS, COLUMNS, AND FOOTINGS UNTIL REVIEW OF APPROVED TRUSS AND FLOOR SYSTEM DRAWINGS, SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER.

PROPOSED TOWNHOUSE BUILDING BY:
K. HOVNANIAN HOMES

TOWNHOME BUILDING 6 UNITS
MASTER MODEL

6302 - 20 - ARABELLA III - EXTERIOR
6304 - 20 - ARABELLA III - INTERIOR

BOATMAN HAMMOCK
PALM SPRINGS, FLORIDA

PLAN / ELEVATION SYMBOLS LEGEND

	DETAIL SCALE		DOOR LABEL		DROPPED SOFFIT HEIGHT AS NOTED
	WINDOW LABEL		FRAME CONSTRUCTION ABOVE OR BELOW		NON-BEARING FRAME CONSTRUCTION W/ INSULATION
	COLUMN LABEL		OPENING SEE PLAN OR ELEV.		GROUT FILLED CELL SEE FOUNDATION PLAN
	FOOTING LABEL		POURED CONCRETE COLUMN		NON-BEARING FRAME CONSTRUCTION
	SHEARNALL LABEL		BEARING FRAME CONSTRUCTION		MASONRY CONSTRUCTION TYPICAL
	BEAM LABEL		BEAM HEIGHT CHANGE		
	REVISION		BEAM ELEVATION		
	GRAPHIC SCALE		FLOOR ELEVATION		

(CONT'D)

7. ALL INTERIOR LOAD BEARING PARTITIONS TO BE CONSTRUCTED WITH CLIPS, TOP AND BOTTOM EACH STUD.
8. STRUCTURAL WOOD AND TIMBER FRAMING SHALL CONFORM TO THE "TIMBER CONSTRUCTION MANUAL" AS PUBLISHED BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION.
9. ALL WOOD IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESURE TREATED. PROVIDE AN APPROVED MOISTURE VAPOR BARRIER BETWEEN THE CONCRETE OR OTHER CEMENTITIOUS MATERIALS AND THE WOOD AS PER CODE.
10. BUILDER SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE BRACINGS AND BRIDGING USED DURING ERECTION OF TRUSSES AND STRUCTURAL SLABS TO PREVENT COLLAPSE OR DAMAGING.
11. HEADERS FOR FRAMED OPENINGS GREATER THAN 6'-0" MUST BE ENGINEERED AND STAMPED BY THE TRUSS MANUFACTURER. (UNLESS NOTED OTHERWISE)
12. ALL HEADERS OVER DOORS AND WINDOWS TO BE (2) OR (3) 2X12S UNLESS OTHERWISE NOTED. (FOR WOOD FRAME CONSTRUCTION DEPENDING ON ALL WALL THICKNESS).
13. DIMENSIONAL LUMBER SHALL BE SOUTHERN PINE NO. 2 OR BETTER AND SHALL PROVIDE ALLOWABLE STRESS VALUES OF 1200 PSI IN BENDING FOR A SINGLE MEMBER LESS 80 PSI IN HORIZONTAL SHEAR AND SHALL HAVE A MODULUS OF ELASTICITY OF 1800 KSI OR BETTER, AS DETERMINED BY AN APPROVED LUMBER GRADING AGENCY.
14. NON-BEARING INTERIOR PARTITIONS MAY BE CONSTRUCTED OF 25 GAUGE GEE CHANNEL TYPE STUDS AT 24" O/C WITH MATCHING TRACKS TOP AND BOTTOM WITH 1/2" GYPSUM DRYWALL EACH SIDE. ATTACH DRYWALL WITH 1" LONG BUGLE HEAD DRYWALL SCREWS AT 12" O/C MAX.
15. METAL LATH OVER SHEATHING SHALL BE 3/8" V-GROOVE OR DIMPLED. CEILINGS AND SOFFITS SHALL BE HIGH RIB TYPE. FASTEN TO SUBSTRATE AT 4" O/C AS FOLLOWS: CONCRETE, 3/4" LONG STUD NAILS W/ 3/8" HEAD. HORIZONTAL AND VERTICAL WOOD FRAMING MEMBERS W/ NAILS OR STAPLES TO PROVIDE AT LEAST 1-3/4" PENETRATION INTO HORIZONTAL WOOD FRAMING MEMBERS, AND 5/4" PENETRATION INTO VERTICAL WOOD FRAMING MEMBERS. ON VERTICAL WOOD FRAMING MEMBERS, COMMON NAILS SHALL BE BENT OVER TO ENGAGE AT LEAST THREE STRANDS OF LATH, OR BE BENT OVER A RIB WHEN RIB LATH IS INSTALLED. SHEATHING: 1/4 GAUGE STAPLES 1" LEG, 7/16" CROWN METAL NTL. FRAMING: SELF TAPING SCREWS #12 x 1 1/2" W/ASHER HEAD STAPLES SHALL NOT BE USED FOR SOFFITS OR CEILINGS.
16. WHERE CEMENT PLASTER IS APPLIED TO LATH OVER FRAME CONSTRUCTION, BONDING OF THE PLASTER TO THE WATER BARRIER SHALL BE PREVENTED BY PROVIDING A DEL. LAYER OF WATER BARRIER OR BY INSTALLING A HOUSE BRAP BENEATH THE WATER BARRIER.
17. PNEUMATIC FASTENERS SYSTEM TO BE HILTI-COL. NAIL PROGRAM. TYPE TO BE GRF 1125 1-1/2" LONG AND 120" DIAMETER UNO.
18. WHEN WOOD POSTS ARE NOT IN A FIRE-RATED WALL, FIRE RATE POST AS FOLLOWS: WRAP POST ON ALL SIDES FROM BASE OF POST TO UNDERSIDE OF BEARING WITH (1) LAYER OF 5/8" TYPE "X" GYPSUM WALL BOARD. THIS WILL PROVIDE A ONE HOUR RATING FOR THE POST.
19. TRUSS MANUFACTURER SHALL DESIGN TRUSSES TO COMPLY WITH ALL SUPERIMPOSED MIN LOADS PER CURRENT F.B.C. CODE.
20. ALL ENCLOSED AND CONCEALED AREAS ARE TO BE APPROPRIATELY FIRE BLOCKED PER SECTION T15 OR RS02.11

MECHANICAL NOTES

1. ALL HEATING, AIR CONDITIONING, REFRIGERATION AND VENTILATION EQUIPMENT SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN THE "FLORIDA BUILDING CODE MECHANICAL" AND FLORIDA BUILDING CODE ENERGY CONSERVATION .
2. A 4" CLEARANCE IS TO BE MAINTAINED AROUND ALL AIR HANDLING UNITS.
3. PROVIDE FIRE DAMPERS AT SUPPLY AND RETURNS WHICH PASS THROUGH RATED ASSEMBLIES IF ANY.
4. ALL DWELLING ROOMS MUST HAVE HVAC RETURNS. RETURNS MAY BE DUCTED, JUMPERS OR TRANSFER GRILLES.
5. A/C UNITS MAY HAVE CONC. PAD OR OTHER APPROVED MATERIAL EXTENDING ABV. ADJOINING GRADE OR SHALL BE SUSPENDED A MIN. OF 6" ABV. ADJOINING GRADE. PADS SHALL BE A MINIMUM 4'-0"x4'-0" PAD FOR DOUBLE UNIT.

PLUMBING NOTES

1. ALL PLUMBING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 405, F.B.C. PLUMBING FLOOR DRAINS TO HAVE TRAP PRIMERS PER F.B.C. 10024.
2. ALL PLUMBING FIXTURES SHALL MEET THE REQUIREMENTS OF TABLE 604.3, F.B.C.
3. DISPOSITION OF RAIN WATER SHALL COMPLY WITH F.B.C. PLUMBING CODE CHAPTER 11.
4. ALL PLUMBING PENETRATIONS MUST BE A MINIMUM 10'-0" FROM ROOF JACKS.
5. CONDENSATE DRAINS MUST BE A MINIMUM OF 12" OFF THE BUILDING.
6. SHOWER COMPARTMENTS AND WALLS ABOVE BATH TUBS WITH SHOWER HEADS SHALL BE FINISHED WITH A SMOOTH, NONABSORBENT SURFACE TO A HEIGHT NOT LESS THEN 10 INCHES ABOVE THE DRAIN INLET.

DESIGN SPECIFICATIONS

THIS STRUCTURE IS DESIGNED IN ACCORDANCE WITH CHAPTER 16 OF THE FLORIDA BUILDING CODE AND ASCE 7-16. DESIGN PRESSURES FOR EXTERIOR DOORS 4 WINDOWS ARE LOCATED ON THE DOOR AND WINDOW SCHEDULES.

ENGINEERED UNIT MASONRY USED TO DESIGN WALLS, BEAMS 4 COLUMNS INSTEAD OF PRESCRIPTIVE CODE. RATIONAL ANALYSIS WAS USED TO DESIGN THE FOOTING INSTEAD OF PRESCRIPTIVE CODE.

LOAD SCHEDULE

LOCATION	LIVE	DEAD	TOTAL
GROUND FLOOR	40	60	100
SECOND FLOOR	40	25	65
TOP CHORD	40	20	60
BOTTOM CHORD	0	5	5
BALCONIES	60	25	85
ROOF	30	25	55
TOP CHORD	30	15	45
BOTTOM CHORD	0	10	10
BTM. CHORD-ATTIC (NON-CONCRETE)	10	0	10

RAIN: LOAD INTENSITY 4.5 in/hr

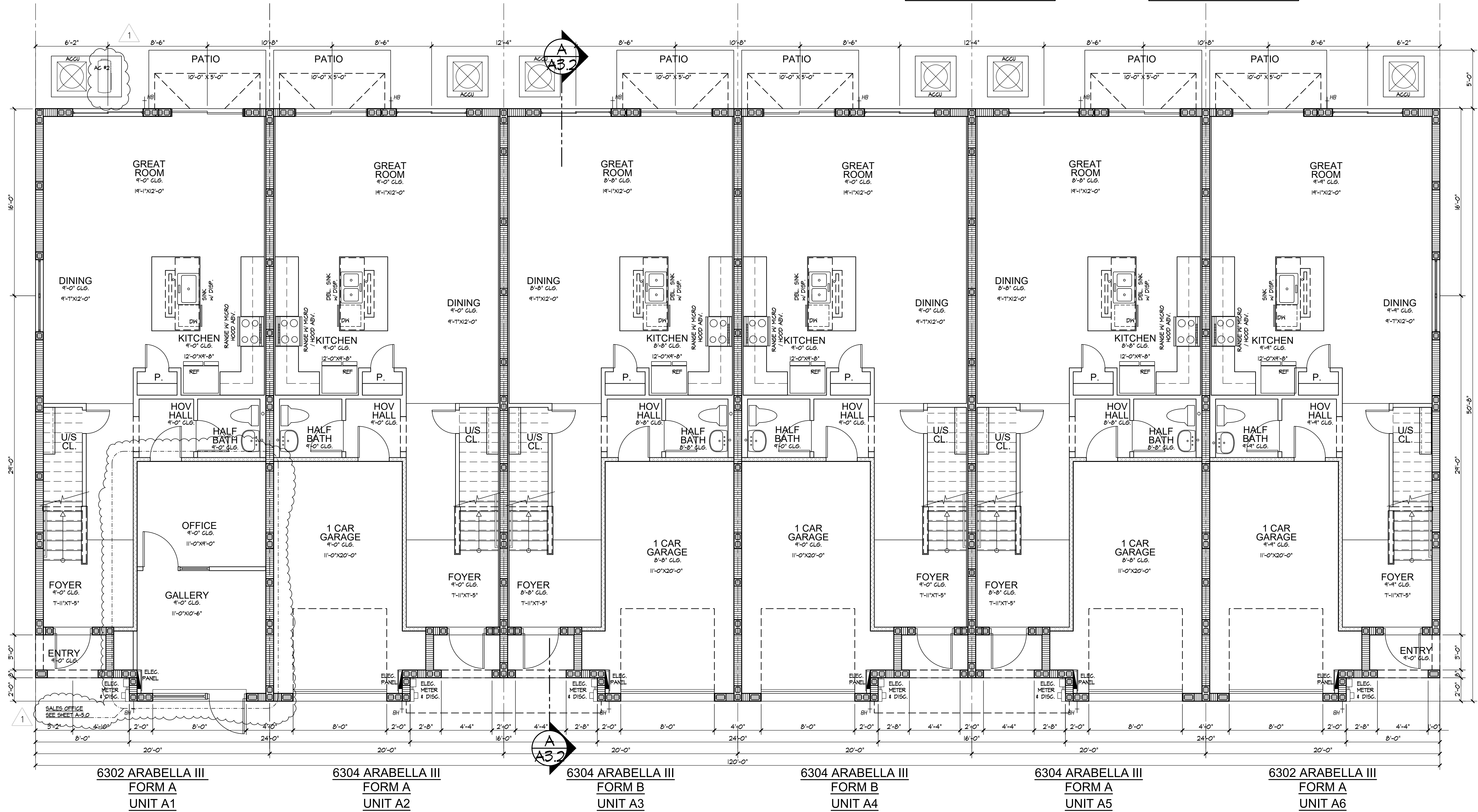
WIND: ULTIMATE WIND SPEED = 170 m.p.h. NOMINAL WIND SPEED = 132 m.p.h. RISK CATAGORY = II BUILDING DESIGN AS ENCLOSED INTERNAL PRESSURE COEFFICIENT = +/- 0.18 EXPOSURE CATEGORY = C MEAN ROOF HEIGHT = 24'-3" ROOF SLOPE 5:12 ROOF DEAD LOAD FOR WIND DESIGN TAKEN AT 10 p.s.f.

(CONT'D)

7. CAULK OR SEAL FIXTURE/ PLUMBING PENETRATIONS AND ADJUTMENTS TO DISSIMILAR MATERIALS. DO NOT USE ALL-PURPOSE JOINT COMPOUND OR PAPER TAPE IN NET AREAS.
8. ALL SHOWER HEADS SHALL BE EQUIPPED W/ ANTI-SCALDING PROTECTION PER CODE.
9. PROVIDE DISCONNECT SWITCH OF SIZE AS REQUIRED BY LOAD AND UNITS.
10. ELECTRICAL FIXTURES, TRIM AND APPLIANCES SHALL BE UL APPROVED AND AS SELECTED BY OWNER.
11. PROVIDE PRE-WIRED TELEPHONE, T.V. OUTLETS OUTLETS AS SHOWN ON PLAN.
12. ALL CLOSET LIGHTING SHALL COMPLY WITH NEC SEC. 410.8.
13. THE BRANCH CIRCUITS CONTAINING SMOKE DETECTORS SHALL HAVE ARC-FAULT PROTECTION PER NEC SEC. 210.12 SMOKE DETECTORS SHALL BE CONNECTED TO ARC-FAULT CIRCUITS AHEAD OF SWITCH AND HAVE SELF CONTAINED BATTER BACK-UP. DETECTORS SHALL BE TANDEM WIRED SO ALL DETECTORS SOUND SIMULTANEOUSLY.
14. PRE-WIRE FOR GARAGE DOOR OPENER SENSOR.
15. PROVIDE ARC-FAULT CIRCUIT INTERRUPTER PROTECTION IN DWELLING UNIT LIVING, DINING, FAMILY ROOMS, DEN/ LIBRARIES, BEDROOMS, SUNROOMS, CLOSETS, HALLWAYS, KITCHEN AND LAUNDRY ROOMS OR S.M. ROOMS PER NEC 210.12.
16. SMOKE DETECTORS:
- 16.1. REQUIRED ON ALL HVAC UNITS WITH 2001 CFM OR MORE.
- 16.2. CEILING AREA: 110 V. SMOKE ALARMS SHALL BE INSTALLED NOT LESS THAN 3 FEET HORIZONTALLY FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHTUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY SECTION RS14.3.
- 16.3. NEAR COOKING APPLIANCES. SMOKE ALARMS SHALL NOT BE INSTALLED IN THE FOLLOWING LOCATIONS UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM IN A LOCATION REQUIRED BY SECTION RS14.3.
- IONIZATION SMOKE ALARMS NOT BE INSTALLED LESS THAN 20 FEET HORIZ. FROM A PERMANENTLY INSTALLED COOKING APPLIANCE.
- PHOTOELECTRIC SMOKE ALARMS SHALL NOT BE INSTALLED LESS THAN 6 FEET HORIZONTALLY FROM A PERMANENTLY INSTALLED COOKING APPLIANCE.
17. CARBON MONOXIDE ALARM TO BE INSTALLED WITHIN 10' OF A ROOM USED FOR SLEEPING PURPOSES WHEN THE BUILDING HAS A FOSSIL BURNING HEATER OR APPLIANCE, A FIREPLACE, OR AN ATTACHED GARAGE. PRIMARY POWER SHALL COME FROM THE BUILDING WIRING HAVING SUCH WIRING AS SERVED BY THE LOCAL POWER UTILITY. SUCH ALARMS SHALL HAVE BATTERY BACKUP. IF USED, A COMBINATION SMOKE/ CARBON MONOXIDE ALARM SHALL BE LISTED OR LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY.
18. TAMPER RESISTANT RECEPTACLES ARE REQUIRED IN DWELLING UNITS IN ALL AREAS SPECIFIED IN NEC 210.52 FOR 125 VOLT, 15 4 20A RECEPTACLES PER NEC 406.11 ETC. PER NEC 210.44. (A) OR (B)
20. PER FBC-EC 404.1 LIGHTING EQUIPMENT, A MINIMUM OF

TYP. ARABELLA III RIGHT & LEFT UNITS CALCULATIONS	
AIR CONDITIONED AREAS	
FIRST FLOOR	731 SF
SECOND FLOOR	959 SF
	1690 SF
NON CONDITIONED AREAS	
COVERED ENTRY	22 SF
1 CAR GARAGE	244 SF
	266 SF
GROSS AREA	
GROSS AREA	1956 SF

TYP. BUILDING CALCULATIONS	
AIR CONDITIONED AREAS	
(6) UNIT AIII	10140 SF
	10140 SF
NON CONDITIONED AREAS	
(6) UNIT AIII	1596 SF
	1596 SF
GROSS AREA	
GROSS AREA	11,736 SF



Scott Blakeslee Disher
AR-0011586 AA-0003285

TOWNHOME BUILDING 6 UNITS

project

ARCHITECTURAL
Studio, Inc.

Architecture
•
Planning

300 Avenue of Champions
Suite 260
Palm Beach Gardens, Florida 33418
Phone 561.202.6990
Fax 561.296.2494
archstudiofl.com

drawing
BUILDING
GROUND
FLOOR PLAN

sheet
A-1.0

SALES OFFICE, LOT 54
BOATMAN HAMMOCK
PALM SPRINGS, FLORIDA
by: K. HOVNANIAN HOMES



Village of Palm Springs Planning, Zoning & Building Department Unified Development Application

226 Cypress Lane
Palm Springs, FL 33461
Phone: (561) 584-8460
www.vpsfl.org

Prior to the submission of this application, the applicant must have a pre-application meeting with Planning, Building & Zoning staff to review the proposed project submittal and processing requirements.

Pre-Application Meeting Date: N/A

Indicate the type of application you are applying for:

- | | |
|--|--|
| ☐ Comprehensive Plan Amendment (text) | ☐ Administrative Amendment |
| ☐ Future Land Use Map Amendment* | (Site Plan, Landscape Plans, Building Designs) |
| ☐ Rezoning * | ☐ Administrative Special Exception |
| ☐ LDR / Zoning Change (text) | ☐ Site Plan (Minor / Major / PD)* |
| ☐ Plat (Preliminary)* | ☐ Site Plan Amendment * |
| ☐ Plat (Final) | ☐ Special Exception* |
| ☐ Master Sign Plan | ☐ Development Order Amendment* |
| ☐ Temporary License Agreement | ☐ Variance (District Standard)* |
| ☒ Temporary Use Permit | ☐ Variance (Sign)* |
| ☐ Abandonment | ☐ Variance (Hours of Operation)* |
| ☐ Appeal | ☐ Administrative Variance |
| ☐ Utility /Civil Plan | ☐ Deed Restriction / Unity of Title |

INSTRUCTIONS:

1. All questions must be completed on this application. If not applicable, mark **N/A**.
2. Include all submittal requirements / attachments with this application.
3. All applicable fees are due when the application is submitted (Fees adjusted annually). Advertising, postage, and cost recovery, including professional fees incurred by the Village, will be billed to the Applicant.
4. Include mailing labels/stamped envelopes of all property owners within a 300 feet radius of affected site with signed affidavit (Application types marked with *).
5. All plans must be submitted no later than 3:00 p.m. 45 days prior to a Planning, Building & Zoning Board hearing (see schedule).
6. The applicant is responsible for addressing staff review comments in a timely manner. Any application which remains inactive for over 6 months will be removed from staff review. A new, updated, application will be required with applicable fees.
7. Applicants presenting demonstration boards or architectural renderings to the Village Council must have an electronic copy (PDF) of each board submitted to Planning, Building & Zoning Department no later than the Wednesday preceding the meeting. Note: Representations made at the hearing, verbally or graphically, become part of the record.

Staff Use Only

Application Numbers: _____

Date Submitted: _____

Posted Signs Required: _____

SECTION 1-PROJECT INFORMATION:Project Name: Boatman Hammock Sales CenterProject Address: 4445 Boatman Street

Location of Property: The subject property is located approximately 0.5 mile(s) N S, E, W (circle one) from the intersection of Lake Worth Rd & Military Trl, on the N, S, E W (circle one) side of Military Trl (street).

Shopping Center / Office Building: N/AAcreage of Property: 5.13 Building Square Feet: Vacant

Density or FAR: _____ Plat Name: _____

PCN Number(s): 70424424000005670Dimensions of Property: 670' x 333'

Palm Springs CRA District, if applicable: N/A
See Section 14 also.

Legal Description: (or attach separate sheet)

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF
THE EAST 1/4 OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST

Property History, if applicable: Describe previous applications on property

Application #	Request	Action	Resolution / Ordinance #	Approval Date
SPR21-09	PUD	Approved	2021-18	10/14/2021
SPR21-09	FLUA/REZONE	Approved		
	PLAT			

(Approved Variances, Special Exception, Site Plan, etc...) Include previous application numbers and any conditions of approval.

SECTION 2 - APPLICANT / OWNER / AGENT INFORMATION

Owner's Name: K Hovnanian Aspire At Boatman Hammock LLC

Owner's Address: 3601 Quantum Boulevard, Boynton Beach, FL 33426

Owner's Email Address: lmoccia@khov.com

Owner's Phone: N/A Owner's Fax: N/A

Applicant, if different than Owner: N/A

Agent: Nicole Plunkett (Cotleur & Hearing)

Contact Person: Nicole Plunkett

Agent's Address: 1934 Commerce Ln, Suite 1, Jupiter, FL 33458

Agent's Email Address: nplunkett@cotleur-hearing.com

Agent's Phone: 561-406-1013 Agent's Fax: N/A

All correspondence will be sent directly to agent unless otherwise instructed.

SECTION 3- LAND USE AND ZONING INFORMATION:

EXISTING	PROPOSED
Zoning: <u>RM</u>	Zoning: <u>N/A</u>
Land Use: <u>MDR</u>	Land Use: <u>N/A</u>
Use: <u>Muli-Family</u>	Use: <u>N/A</u>
Plat: <u>Pending</u>	Plat: <u>N/A</u>

ADJACENT LAND USE / ZONING / USE(S)

North: MR-5/RM/SFR

South: MD/RM/CLF4

East: MD/RM/MFR

West: COM/CG/COM4

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

Applicant is requesting a temporary use permit to allow a temporary model/sales center located on the subject site that is currently being developed as a townhouse project located at 4445 Boatman Street. In a effort to begin the sales process, Applicant requests that a townhouse be utilized for this endeavor. The proposed location would be Lot/Unit 1 (Building 1) with temporary parking located in front of the unit and immediately adjacent thereto.

SECTION 5- PROJECT AUTHORIZATION

OWNER CERTIFICATION

(If more than one owner, attached executed Certifications for each)

This is to certify that I am the owner of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. The undersigned hereby petitions the Village of Palm Springs Staff, Planning, Building & Zoning Board, and the Village Council to call Public Hearings upon due Public Notice in accordance with the Rules, Regulations, and Laws as promulgated by the Village of Palm Springs. The cost of which petition and notice and other costs as promulgated by rule is hereby assumed by the undersigned.

[Signature]
Signature of Owner

7/5/2022
Date

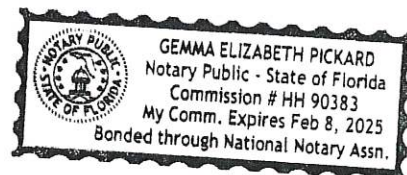
STATE OF Florida, COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of July, 2022, 2022 by Jon I. Shenn, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement [Signature]

Name of officer taking acknowledgement--typed, printed or stamped GEMMA PICKARD

Title or rank Notary Public Serial number HH 90383



AGENT CERTIFICATION

This is to certify that I am the agent of the property owner described in this application and that all information supplied herein is true and correct to the best of my knowledge.

[Signature] 8/30/22
Signature of Agent Date

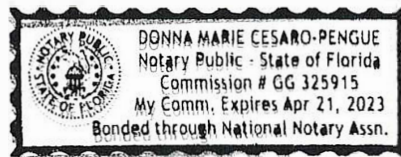
STATE OF FLORIDA, COUNTY OF PALE BEACH

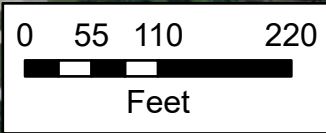
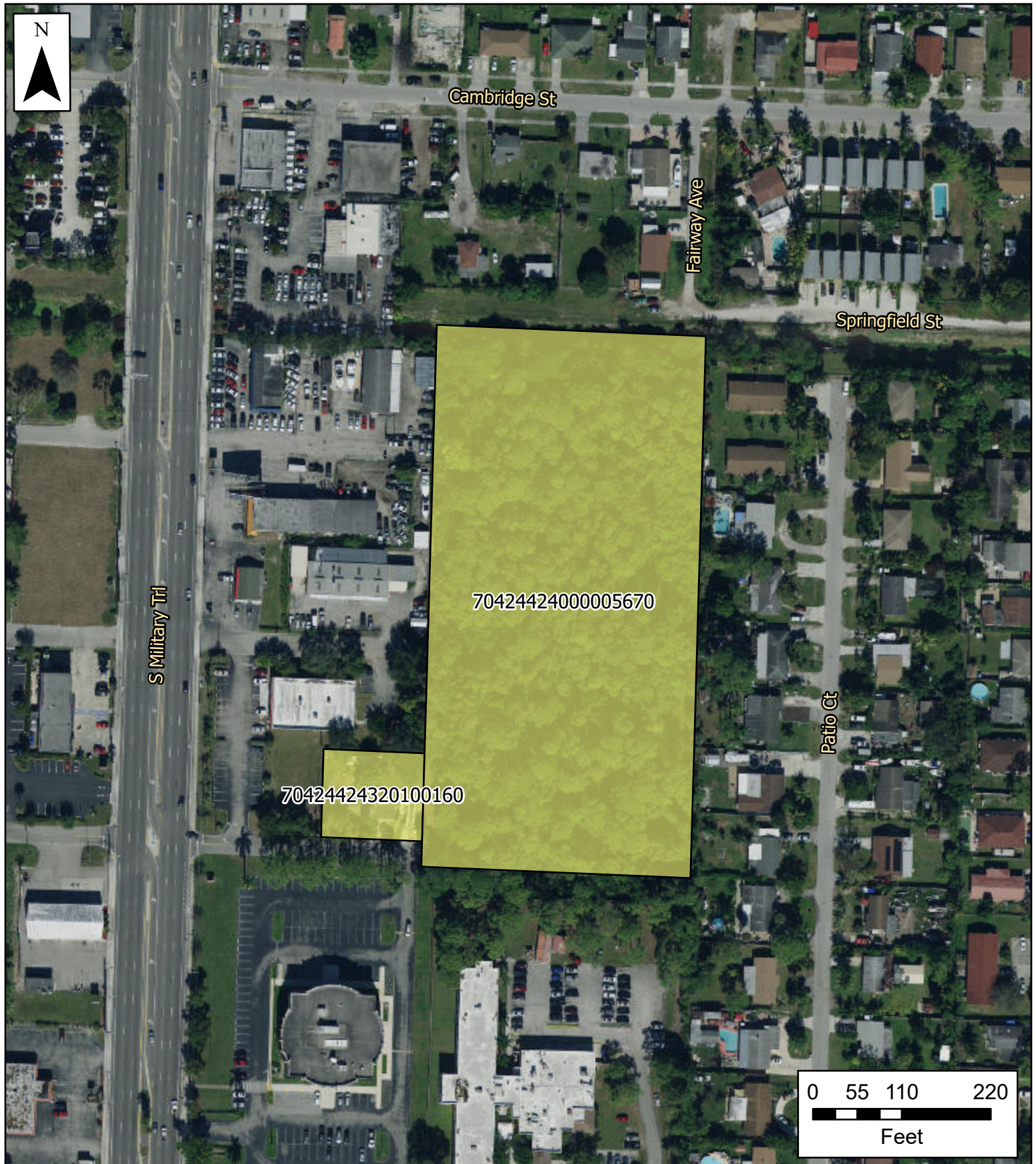
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of AUGUST, 2022 by NICOLE PLUNKETT, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement [Signature]

Name of officer taking acknowledgement--typed, printed or stamped _____

Title or rank _____ Serial number 325915





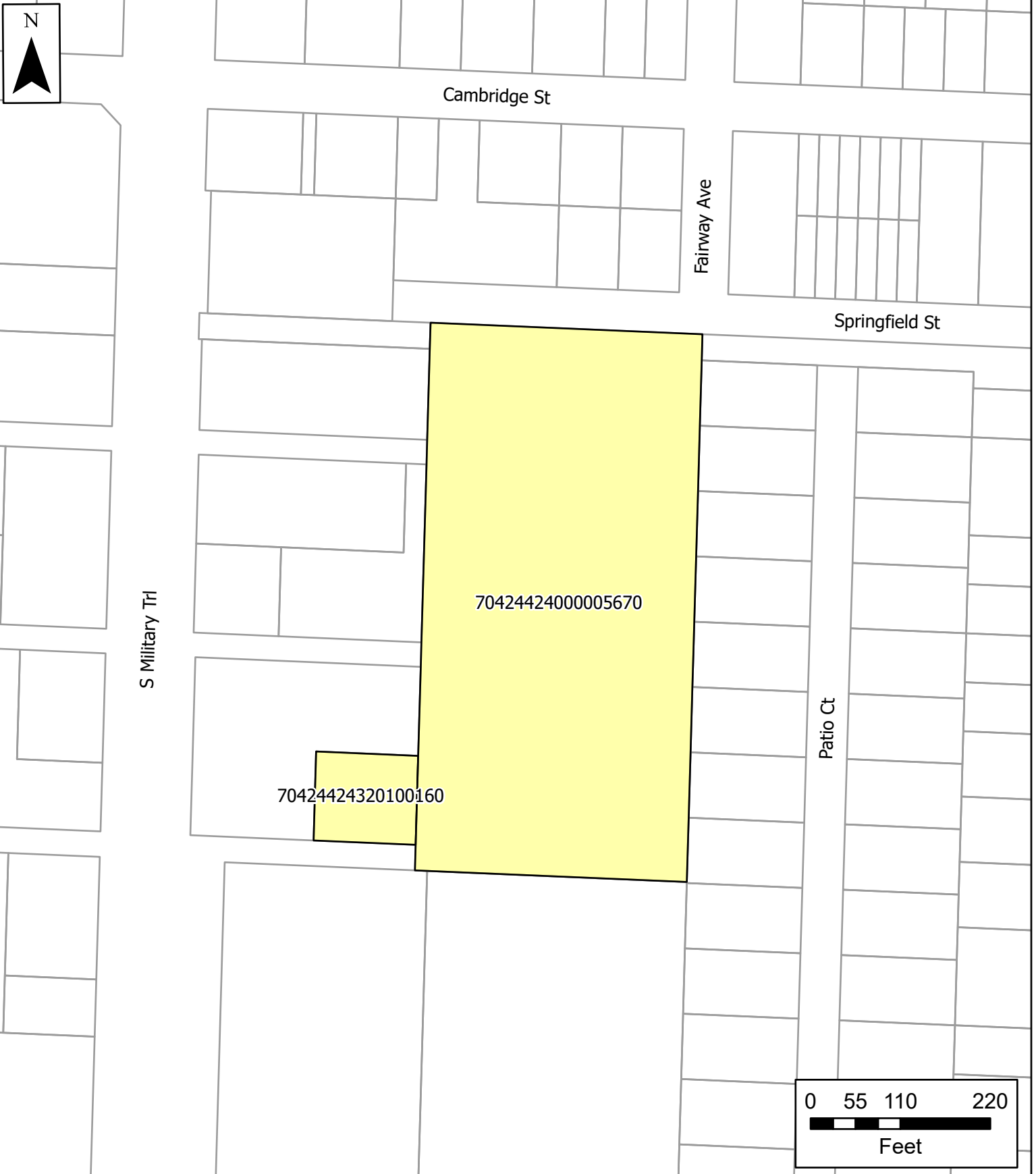
Village of Palm Springs

Boatman Hammock

 Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

Data Source: Project boundary provided by Palm Beach County, World Imagery Basemap provided by ESRI Online Services.



Village of Palm Springs

Boatman Hammock

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-  Parcels
-  Property Boundary

Data Source: Parcels provided by Palm Beach County



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #21: Land Planning and Zoning Consultant Services Contract - Request for Proposal (RFP No. 2022R-004) - Planning, Zoning, and Building Department- FY 2023 Budget General Fund - PZB

SUMMARY: The Comprehensive Plan (Comp) for our Village reflects the Village's commitment to implementing the plan and its elements, which state law requires. It includes principles, guidelines, standards, and strategies for our community's orderly and balanced development, including economic, social, physical, environmental, and fiscal growth and development. As part of the Village's Evaluation and Appraisal Report (EAR), the Comprehensive Plan was updated on January 23, 2018. There were subsequent amendments to the Comp Plan in 2019, 2020, and 2021.

The Planning, Zoning, and Building Departments requested proposals from planning and zoning consultants. To implement these amendments to the Comp Plan, these consultants were asked to revise the Village's Comprehensive Plan and modify the Land Development Regulations. The visioning process will take place at the beginning of the project to identify a "vision" for the Village's future development and economic development. A comprehensive review and revision of the Development Regulations is necessary to ensure consistency with the Village's vision and strategic plan. The Village will look at Florida Building Codes, Community Redevelopment Plans, and Comprehensive Plan updates in this review.

The Village issued a Request for Proposals (RFP) to find the best planning and zoning consultant. This process was conducted under Section 58-5 of the Village Code, Competitive Selection Purchase Requirement - Vision Comprehensive Plan and LDR Revised (RFP No. 2022R-004 - August 4, 2022).

There were bid proposals received from five (5) vendors:

<u>Vendor</u>	<u>Total Bid</u>
Bonnie C. Landry & Associates	\$122,190.00
Calvin, Giordano & Associates, Inc.	\$124,500.00
MHCP Colab	\$137,500.00-\$170,500.00
NZ Consultant	\$96,000.00
S&ME, Inc.	\$199,500.00 (The Proposer Withdrew Their Proposal)

The Village Manager appointed Village Vision, Comprehensive Plan, and LDR Revision Selection Committee members. The Selection Committee included representatives from Code Enforcement, Finance, Administration, Utilities, Parks and Recreation, and Planning, Zoning & Building. The Selection Committee reviewed each proposal on October 3, 2022. Each submission was evaluated and scored according to the following:

- Qualifications of the Team
- Experience and Expertise
- Project Delivery and Approach
- Firm's Resources, Personnel Availability, and Commitment
- Fees for Professional Services

Based on the collective scoring of the proposal packages, the Committee unanimously determined that the five (5) should be invited to do a presentation and interview for the Evaluation Committee before final selection. In addition, each firm could present relevant qualifications followed by a question and answer period.

As a result of further discussions with the Village's attorney and Village Manager, one of the proposals was deemed non-responsive. Therefore, the proposal was found ineligible for further consideration.

Interviews with the four (4) firms were scheduled for October 10, 2022, by the Procurement Specialist. However, S&ME, Inc. withdrew its bid proposal. Ultimately, Bonnie C. Landry & Associates, MHCP COLAB, and NZ Consultants (NZC) were the firms that provided presentations. Based on the total score and ranking from the qualification package and interviews, the Committee selected Bonnie C. Landry & Associates as the firm to recommend to the Village Council for approval to enter contract negotiations.

Note: There was a proper notice of meetings.

Staff recommends the Village Manager (or their designee) to negotiate with Bonnie C. Landry & Associates an agreement for the Village Vision, Comprehensive Plan, and Land Development Regulation (LDR) Revisions.

The Procurement Specialist reviewed the five (5) proposals received; as a result, the Committee recommended Bonnie C. Landry, Associates. In response, the Village Attorney prepared a proposal for comprehensive plan revisions and LDR revisions.

The Assistant Village Manager and Planning, Zoning, and Building Director reviewed the proposals and requested Council approval for ongoing contractual services. The Village Council authorized \$100,000.00 in the FY 2023 Budget - PZB.

The Village would accept Bonnie C. Landry & Associates conditionally, based on the RFP package and the proposed agreement. The Village will not exceed the amount approved in the budget as it may be amended and adopted each year.

FISCAL IMPACT:

Funding to support the proposed services is available within the FY 2023 Budget - General Fund - PZB.

ATTACHMENTS:

1. Final Proposal Selection Committee Tabulation
2. RFP 2022R-004 Bid Package
3. RFP Proposal Determination Letter - Calvin Giordano
4. BCLA Full proposal
5. E-Bid Opening Tabulation Form
6. Employee Committee Members
7. Memo Style



RFP 2022R-004
Village Vision, Comprehensive Plan & LDR Revisions
Final Proposal Selection Committee Meeting
10/10/2022 at 1:30 p.m.

	Bonnie Landry and Associates, PA	MHCP COLAB	NZ Consultants	S&ME Inc
<i>Kimberly K. Glas-Castro</i>	79	73	69	
<i>Iramis Cabrera- Chair</i>	88	82	85	
<i>Nanciann Cuenot</i>	87	86	84	
<i>Nataly Cintron</i>	79	82	72	
<i>Tom Gehrman</i>	85	84	85	
<i>Justin J. Lucas</i>	93	88	94	Proposer Withdrew from Further Consideration
Total Points	511	495	489	

Village of Palm Springs
REQUEST FOR PROPOSALS
RFP #2022R-004
VISION, COMPREHENSIVE PLAN, AND LDR REVISIONS

VISION, COMPREHENSIVE PLAN, AND LAND DEVELOPMENT REGULATION (LDR) REVISIONS

REQUEST FOR PROPOSALS REQUEST FOR PROPOSALS # 2022R-004 LAND PLANNING AND ZONING CONSULTANT SERVICES



**Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Planning, Zoning & Building Department
561-584-8200**

Village of Palm Springs
REQUEST FOR PROPOSALS
RFP #2022R-004
VISION, COMPREHENSIVE PLAN, AND LDR REVISIONS

The Village of Palm Springs, Florida is seeking proposals from qualified planning and zoning consultants to manage and perform a full and complete revision of its Comprehensive Plan (including associated Future Land Use and Zoning Maps). The services to be provided also include leading the Visioning process at the outset of the project and recommending and managing related modifications to the Land Development Regulations.

Request for Proposals documents are available beginning **August 4, 2022**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from (a) www.DemandStar.com; (b) contact the Village Procurement Specialist, Theresa L. Gonzalez, at procurement@vpsfl.org; (c) call the Finance Department office at (561) 584-8200 ext. 8447.

Those interested in providing these services are instructed to submit a response electronically via DemandStar. Proposers also have the option of submitting **one (1) unbound original, and one (1) complete copy of the response to the Village Clerk at the time and date specified.**

It is the responsibility of the Proposer to ensure that all pages are included in the submission. All proposers are advised to closely examine the request for Proposals documents. Sealed Proposals must be clearly marked **"RFP #2022R-004, Consulting Services for Vision, Comprehensive Plan and LDR Revisions"** and must be received by the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461, before the deadline on **Tuesday, August 30, 2022, at 4:00 p.m. local time.** Late Proposals will not be accepted, whether by mail or otherwise. Proposals will be returned to the sender unopened. Any questions regarding the completeness or substance of the Request for Proposals documents or the scope of services must be submitted in writing via email to Theresa L. Gonzalez, Procurement Specialist, procurement@vpsfl.org.

A virtual pre-bid conference will be held at **2:00 p.m. local time on Tuesday, August 9, 2022**, via Microsoft Teams. Attendance at the pre-bid conference is not mandatory.

Non-Mandatory Pre-Bid Conference – August 9, 2022, at 2:00 p.m.

Participants can join on the computer or mobile app (Microsoft Teams)

- **Registration:** https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGQ5ZGM3ZTUtM2EyMS00MDVILWI1ZWQtOTg4MmJhZDZmOWE3%40thread.v2/0?context=%7b%22Tid%22%3a%2220801dc8-57d4-4c4b-b981-92be4d50e21c%22%2c%22Oid%22%3a%22b8da650c-7af8-4a64-af94-1881fd75b462%22%7d
- **Meeting ID#:** 294 588 035 423

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Deadline to Submit questions: Questions must be submitted in writing to the Procurement Specialist, Theresa L. Gonzalez at procurement@vpsfl.org no later than the deadline on **Thursday, August 18, 2022, at 4:00 p.m.**

After receiving all proposals, a public meeting will be scheduled for the Village's Selection Committee to review and discuss the rankings of the respondents. The public meeting will be held at Village Hall at 226 Cypress Lane, Palm Springs, FL 33461.

The Village reserves the right, in its sole discretion, to accept or reject any or all Proposals, in whole or in part, to waive all nonmaterial irregularities and/or technicalities, and to award, the contract on such terms it deems will best serve the interests of the Village.

Village of Palm Springs
Publish: DemandStar, Lake Worth Herald, and Village of Palm Springs website
August 4, 2022

+ + END OF ADVERTISEMENT FOR BIDS + +

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I. GENERAL INFORMATION AND PURPOSES

1.1 PURPOSE

The Village of Palm Springs, Florida (hereinafter referred to as the Village) seeks the submittal of proposals from qualified and experienced planning and zoning consultants, including firms or teams, to undertake this project, referred to as **VISION, COMPREHENSIVE PLAN, AND LDR REVISIONS**.

The project includes providing professional assistance in completing an effort to identify a “vision” for the Village and its future (re)development and economic growth in the area outside the “Historic Village.” A visioning effort was initiated by Village staff in 2022. The discussion results will be shared with the selected consultants, who will determine a course of action to complete the visioning process, including the preparation of redevelopment scenario graphics that illustrate the preferred vision. The consultants will provide market overview/analysis to verify the land use optimization and market viability for the appropriateness of uses in the Vision.

The Village’s Comprehensive (Comp) Plan, which is required by state law, includes principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development within our community and reflects the Village’s commitment to implement the Plan and its elements. The Village’s Comp Plan helps to guide future decisions and describes how the Village’s programs, activities, and land development regulations will be initiated, modified, or continued to be implemented as outlined within the comprehensive plan consistently.

This project is intended to provide a complete revision to the Village’s Comprehensive Plan and to modify the Land Development Regulations, as needed, to implement these Comp Plan amendments. The Village desires a consultant who has specific experience with comprehensive planning, zoning, ordinances, Future Land Use and Zoning maps, and land development regulations as part of the revision efforts. The project shall include a thorough review and revision to the Land Development Regulations including consistency with the Village’s vision and strategic plan, and the Florida Building Code, CRA Community Redevelopment Plan, Transportation/Mobility Plan, and with the proposed updates to the Comprehensive Plan. In addition, the selected consultant should be able to demonstrate experience and knowledge of innovative zoning techniques, architectural and urban design, land use law, conservation, resiliency, and sustainable development methods.

1.2 SCOPE OF SERVICES

All services must be performed in accordance with applicable Federal, State, and Local regulations. Qualified firms must follow the Village of Palm Springs Standards and Specifications while performing these services.

This project is intended to 1) complete the visioning process, 2) provide a complete revision to the Village’s Comprehensive Plan (including goals, objectives, policies, and level of service standards, as

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well as supporting documentation as needed), and 3) recommend/prepare related modifications to the Land Development Regulations and shepherd them through the public hearing process.

The tasks provided below are a generalization of the scope of work and not intended to be all-inclusive. The Village is relying on the consultant's professional expertise in preparing an update of the Village's Comprehensive Plan in accordance with Florida Statutes to implement the updated Comprehensive Plan and providing statements of the community's long-term goals and strategic objectives to be included in the re-write of the Village Comprehensive Plan.

The Village's Comprehensive Plan was updated on January 23, 2018, as part of the Village's Evaluation and Appraisal Report (EAR) via Ordinance No. 2017-25, subsequent text amendments to the Comp Plan were adopted in 2019, 2020, and 2021. A copy of the Comprehensive Plan, as amended, is on file in the office of the Village Clerk and attached hereto as **Attachment "B"**.

Below is an outline of the amendments approved by the Village Council that, at a minimum, shall be incorporated into the Village's Comprehensive Plan as a general scope of work for this effort.

Ordinance 2017-34	Future Land Use Map Amendment – 0.14 acres parcel of land near 2330 S Congress Avenue
Ordinance 2017-39	Future Land Use Map Amendment – 3076,3116, 3144 Melaleuca Road
Ordinance 2017-37	Future Land Use Map Amendment – 4280 Lakewood Road
Ordinance 2018-08	Future Land Use Map Amendment – 3100 Melaleuca Road
Ordinance 2018-18	Amendment of the Village's 5-year schedule of Capital Improvement within the Capital Improvements Element.
Ordinance 2019-01	Future Land Use Map amendment – 4236 Forest Hill Blvd and 1761 Forest Avenue
Ordinance 2019-05	Future Land Use Map Amendment – 1195 South Congress Avenue
Ordinance 2019-06	Future Land Use Map amendment - 091 acres parcel of land located at the southern terminus of Patio Court
Ordinance 2019-07	Text amendment to modify the Mixed-Use land use category (Objective N)
Ordinance 2020-03	Future Land Use Map Amendment – 2623 10 th Avenue North and 900 Lynnwood Drive
Ordinance 2020-11	Text amendment to the infrastructure, conservation, and capital improvements elements to adopt the water supply facilities work plan.
Ordinance 2020-20	Text amendment to incorporate to the five-year capital improvement schedule, the Village's fiscal year 2021 capital improvement plan
Ordinance 2020-17	Text amendment to establish a Gulfstream Road Overlay (GRO)
Ordinance 2021-02	Future Lan Use Map Amendment – 4063 Davis Road and 4090 Coconut Road
Ordinance 2021-05	Future Land Use Map Amendment – 2085 S Congress Avenue and 3243 Lillian Road
Ordinance 2021-06	Future Land Use Map Amendment – 4445 Boatman Street and vacant lot on Todd Street

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Ordinance 2021-07	Text amendment to the future Lan Use Element to establish a new Element (Property Rights Element)
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The Village of Palm Springs, Florida is seeking a qualified firm capable of providing land planning and zoning consultant services, including firms or teams, to:

1. Lead the Village Council and residents in a “visioning” effort to help identify the Village vision for the future (re)development and economic growth of the areas outside the “Historic Village”; develop statements of the community’s long-term goals and strategic objectives of the Village; prepare redevelopment scenario graphics that illustrate the preferred vision; And provide market overview/analysis to verify the land use optimization and market viability for the appropriateness of uses in the Vision.
2. Evaluate and revise the Village Comprehensive Plan pursuant to the Vision, any new legislation (since 2018), community resilience strategies, the recently created Palm Springs CRA and its Community Redevelopment Plan, the Village’s Transportation/Mobility Plan, emerging planning trends, Palm Beach County programs and policies affecting the Village, and appropriateness of level of service standards.
3. Provide a comprehensive evaluation of the Village Future Land Use Map for consistency with the Vision, Comprehensive Plan, CRA Districts, and Land Development Regulations, and bring forward map amendments as part of the Comp Plan update.
4. Review, evaluate and update the Land Development Regulations to implement the updated Comprehensive Plan.

Professional services to create a Vision and to revise the Village Comprehensive Plan and LDRs will include the following:

- a) Meet with the Department Directors and key staff
- b) Coordinate with the Village Technical Advisory Committee. It is expected that the consultant will hold regular meetings with the Technical Advisory Committee in order to receive input and feedback as the Plan/Code are being updated
- c) Outline, manage and facilitate the creation of a “Vision” that establishes a strategic (re)development and growth framework for the Village while protecting the “Historic Village”.
 - Coordinate joint Village Council and Planning & Zoning Board “visioning” workshops, and recommend/facilitate additional measures to obtain community input in shaping a vision for the future of the Village
 - Prepare graphics that illustrate the preferred Vision in conceptual redevelopment scenarios.
 - Provide an analysis of the Vision’s land uses, densities, and intensities to verify the land use optimization and market viability, and appropriateness of uses in the Vision.
- d) Outline and coordinate regulatory process required to complete update and/or modification of the Village Comprehensive Plan:
 - Citizen Participation Process

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- Planning & Zoning Board workshops
 - Village Council update(s)
 - Required Public Hearings before P&Z Board and Village Council
- e) Outline and coordinate regulatory process required to complete update and/or modification of the Village Land Development Regulations:
- Citizen Participation Process
 - Planning & Zoning Board workshops
 - Village Council update(s)
 - Required Public Hearings before P&Z Board and Village Council
- f) Provide drafts (Vision, Comprehensive Plan, Future Land Use Map, Land Development Regulations):
- Draft for citizen and community input
 - Draft for Technical Advisory Committee input
 - Revised draft for Planning & Zoning Board consideration (including draft ordinance)
 - Revised draft, if necessary, for Village Council consideration (including draft ordinance)
- g) Develop a timeline for initiating and completing the revisions
- h) After adoption, finalize a “camera ready” Plan for reproduction, as well as electronic versions of the Vision and Comprehensive Plan in ADA-compliant format for posting on the Village website.

1.3 PERFORMANCE SCHEDULE

1. The Village requires the Consultant to be responsive and timely in the performance of the work and responding to general phone calls and emails from Village project manager(s).
2. The Consultant shall submit Monthly Progress Reports, as more fully described in Section 1.8, to the Village project manager(s).
3. The performance schedule required from the Consultant will be defined in the Agreement for Professional Services, however, it is anticipated that the revised Comprehensive Plan, including the creation of a Vision for the future of the Village, and the Code amendments to modify Land Development Regulations will be completed and adopted **within eighteen months** from the execution of this agreement.
4. Finalization of the Vision and Comp Plan for reproduction, as well as an electronic version of the Vision, Comp Plan, and support documents in ADA-compliant format for posting on the Village’s website.

1.4 NO ORAL INTERPRETATIONS OF THE RFP

No Person is authorized to give oral interpretations of, or make oral changes to, this Request for Proposals. Therefore, oral statements about the RFP by any Village representative will not be binding on the Village and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFP will be made in the form of a written addendum to the RFP. Any addendum to this RFP will be

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posted on the Village's website and on DemandStar. A Proposer should rely only upon those interpretations of, or changes to, this RFP that are issued by the Village in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the Village, its agents, or employees.

1.5 REVIEWING THE RFP AND ADDENDA

Each Proposer should closely examine all of the documents and requirements in this RFP. It is the sole responsibility of the Proposer to ensure that he or she has received and understands all of the pages of the RFP. In accordance with the provisions of the Americans with Disabilities Act, this RFP may be requested in an alternate format.

No later than **4:00 PM on Thursday, August 18, 2022**, each Proposer shall deliver to the Village all of the Proposer's questions concerning the intent, meaning, and interpretation of this RFP. Each Proposer shall be deemed to have waived all questions that are not submitted to the Village in compliance with this Section. A Proposer's questions may be delivered to the Village by hand, mail, or e-mail but all such submittals shall be submitted by the date outlined above and in writing and addressed to:

Village of Palm Springs
Procurement Specialist
226 Cypress Lane
Palm Springs, FL 33461 procurement@vpsfl.org

If revisions to this RFP become necessary, the Village will issue written addenda. All addenda must be acknowledged by each Proposer. A proposal may be rejected as non-responsive if the Proposer fails to submit an "Acknowledgement of Addendum" form with its proposal. Addenda may be downloaded from the Village's website at www.vpsfl.org or www.DemandStar.com. The Village provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect a proposal submitted in response to this RFP.

1.6 SCHEDULE AND DEADLINES FOR THE RFP

A summary schedule of the major activities associated with this RFP is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

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The following is an estimated schedule to be followed for this RFP:

Issuance of RFP Package	August 4, 2022
Deadline for Written Questions	August 18, 2022 – 4:00 PM
Final date for addendums	August 25, 2022 – 4:00 PM
Due Date	August 30, 2022 – 4:00 PM
Consideration/ Award by Village Council	October 13, 2022 – 6:30 PM

1.7 AWARD OF THE CONTRACT BY VILLAGE COUNCIL

As soon as practicable after the Selection Committee, if appointed, completes its assessment of the proposals, the Selection Committee's recommendation shall be presented to the Village Council at a duly noticed public meeting. It is anticipated that the Village Council will award the RFP to the Proposer that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposer's respective abilities to satisfactorily perform the work specified in the Village's RFP, and all other related matters. After the Village Council selects the successful Proposer, the successful Proposer and the Village shall execute the Agreement for Professional Services.

1.8 FEE AND PAYMENT

The Consultant will be responsible for the preparation of a project schedule which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of the services. The schedule will include a Gantt Chart identifying the critical path, progress of each task, and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within ten (10) working days of the notice to proceed on all assignments. The billing of services will include a progress update report, a revised schedule showing current percent complete by task/phase, and a detailed invoice showing billings per task/phase outlined in the approved WA.

If Village staff request a change of scope, the Consultant shall notify the Village within ten (10) working days of the change and the associated cost impact. The Consultant will not proceed with additional services until receiving written approval from Village.

1.9 LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules, and regulations that are applicable to this RFP and the work to be performed under the Agreement for Professional

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Services. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

By submitting a proposal in response to this RFP, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules, and regulations that are applicable to the services required under this RFP. If a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall promptly report it to the Procurement Specialist.

1.10 LITIGATION CONCERNING THE RFP AND AGREEMENT

By submitting a proposal, the Proposer agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFP or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

1.11 PUBLIC RECORDS

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a Proposer contends that part of its proposal is not subject to disclosure, the Proposer shall identify specifically any information contained in the proposal that the Proposer considers confidential or otherwise exempt from disclosure under the Public Records Law, and the Proposer shall cite the specific section of the law creating the exemption for such information. The Village reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFP. The Village shall have no liability to a Proposer for the public disclosure of any material submitted to the Village in response to this RFP.

1.12 DRUG-FREE WORKPLACE

Preference shall be given to a business with a Drug-Free Workplace (DFW) program. Whenever the Village receives two or more proposals that are equal with respect to price, quality, and service, the Village may give preference to a proposal received from a business that completes the attached DFW form, and certifies it is a DFW.

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1.13 CONE OF SILENCE

See Section 58-5 of the Village Code.

1.14 LOBBYING

All Proposers are advised that the Village is subject to the Palm Beach County Lobbyist Registration Ordinance and all Proposers must comply with that ordinance. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.

1.15 PROHIBITION ON SCRUTINIZED COMPANIES

- A. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Proposer or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Village may immediately terminate this Agreement at its sole option if the Proposer or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Proposer agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals.
- E. The Proposer agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the Proposer shall immediately notify the Village of the same.

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F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

1.16 COST OF PROPOSAL PREPARATION

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Village shall not be liable for any expenses incurred by the Proposer when responding to this RFP, including but not limited to the cost of making presentations to the Village.

1.17 INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Proposers should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

1.18 PROTEST PROCEDURES

See Section 58-6 of the Village Code.

1.19 NON-COLLUSION

Proposer certifies that this proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation, or other entity submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in contract cancellation, return of materials, or discontinuation of services, and the possible inability of Proposer to bid on future projects.

1.20 CODE OF ETHICS

If any Proposer violates or is a party to a violation of the Code of Ethics of the Village, Palm Beach County, and/or of the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any

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future RFP's for work or for goods or services for the Village.

1.21 CONFLICT OF INTEREST

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village, the Palm Beach County Code of Ethics, and/or the Florida Statutes. All Proposers must complete and submit the Conflict of Interest Form attached hereto.

II. SUBMITTAL INFORMATION

2.1 The RFP is designed to provide the necessary information about your firm. Qualification Packages shall be submitted in a sealed envelope labeled with the Proposer's name, contact information, and the Request for Proposal (RFP) Number. The original and each copy shall be identified as follows: RFP Number, RFP Name, Due Date/Time.

2.2 Qualification Packages shall be submitted on 8½" by 11" paper, neatly typed, with normal margins and spacing. One (1) unbound original, and one (1) complete copy of the response.

2.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Qualifications by the Proposer will be considered by the Village as constituting an Offer by the Proposer to perform the required services.

2.4 One (1) unbound original, and one (1) complete copy of the Qualification Package must be received in the office of the Village Clerk, Village Hall, 226 Cypress Lane, Palm Springs, FL 33461, no later than **4:00 PM EST time on Tuesday, August 30, 2022**, at which time a list of respondents will be made public.

2.5 In accordance with the Americans with Disabilities Act (ADA), this document may be requested in an alternate format.

III. EVALUATION AND SCORING

The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. In the event that there is only one responsive and responsible proposal submitted, a selection committee shall not be required to be appointed. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points awarded to each firm. Both criteria will be used

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to rank each firm 1,2,3,4, 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.

The Evaluation Criteria consist of the categories below, representing a Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFP submittals.

- 1. Qualifications of Team:** Scoring will be based on the qualifications and relevant experience of the project team, including the project manager, key personnel, and consultants proposed for the project. This includes relevant knowledge and experience on similar projects that will translate into the successful execution of the project.
- 2. Experience and Expertise:** Teams will be evaluated based on their recent experience on similar projects, how the projects translate to success on this project, quality of those projects, maintenance of the schedule, construction change orders due to design deficiencies, problems encountered and the means to solve them.
- 3. Project Delivery and Approach:** Scoring for this category will consider the team organization, understanding of the Village's needs and challenges, the project management and communication plan, ability to meet budget and provide services in a timely manner, and how quality and accuracy are ensured. Include a detailed time schedule for start and completion of project.
- 4. Firm's Resources, Personnel Availability, and Commitment:** The firm shall demonstrate a commitment to ensuring the Village's interests are met by completing projects on time and within budget. The firm must also demonstrate flexibility to complete projects per the Village's specifications. Provide availability of the project manager, key personnel, and consultants as a percentage of their total work effort that will be devoted to the proposed project.
- 5. Fees for Professional Services.** The firm must provide a detailed itemization of cost of services. The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If

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additional work is requested outside the Scope of Services of this project, the Village reserves the right to negotiate a fixed fee for such services.

- 6. References:** References will be evaluated based on their ratings, how relevant the project is to this RFP, and specific comments provided by the references.

PLEASE NOTE: Failure to provide complete responses to all the items listed above will lower the overall score and affect the proposal's ranking.

EVALUATION CATEGORIES	POINTS POSSIBLE
1. Qualifications of Team	15
2. Experience and Expertise	20
3. Project Delivery and Approach	15
4. Firm's Resources, Personnel Availability and Commitment	15
5. Fees for Professional Services	25
6. References	10

TOTAL OF POINTS 100 POINTS

Each Committee member will award points according to the evaluation criteria. The points indicated as Points Possible are the maximum that may be awarded for each Category. The points awarded for each Category will be totaled to achieve the Total Points awarded to each Proposer. The Proposer with the greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc.

In the event a tie occurs for the top-ranking position, the selection committee will rescore using the following method. The tie firms will be individually re-ranked (1,2 etc.) based on the total of points awarded by each committee member through the rescoring process. The Proposer with the highest grand total of points by the committee, through rescoring, will become the #1 ranked Proposer.

At the sole discretion of the Selection Committee firms may be requested to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The Selection Committee may request such presentations prior to ranking, or, depending on the number of proposals received, the Selection Committee may rank the proposals and then request presentations of the highest ranked firms. If the proposals were first ranked and then presentations were made, the Selection Committee shall then be allowed to re-rank the proposals based on the same original ranking criteria and the final ranking shall be forwarded to the Village Council.

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If you have any questions concerning the Qualification Package or these instructions, please submit your questions in writing or email only to Finance Department, 226 Cypress Lane, Palm Springs, Florida, 33461. Email procurement@vpsfl.org

IV. QUALIFICATION PACKAGE

- 4.1** Submit this portion of the Request for Proposals as your firm's Qualification Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Village to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by or known to the Village.
- 4.2** The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Village in awarding the contract and such information is warranted by Proposed to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Village to reject the Proposals Package, and if after the award, to cancel and terminate the award and/or contract.
- 4.3** Each submittal must include the attached checklist labeled "Exhibit A." This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFP requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFP Information," or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The Qualification Package must be organized in the following manner:

Tab#1 Cover Letter, Checklist, & Acknowledgement of Addenda

- 1.1 Please address firm's history, resources, personnel availability, and commitment in cover letter.
- 1.2 Checklist (Exhibit A)
- 1.3 Acknowledgment of Addenda# (Exhibit B)
- 1.4 Qualification Submittal Signature Page (Exhibit C)

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Tab#2 Consultant Profile

- 2.1 If a corporation, complete the following:
 - 2.1.1 Firm name, address, and phone number: (specify if different than parent company)
 - 2.1.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 2.1.3 Type of firm: corporation, individual, other; If corporation, complete the following:
 - 2.1.4 Date incorporated
 - 2.1.5 State of incorporation Date authorized to do business in Florida
 - 2.1.6 President, Vice President, Secretary
 - 2.1.7 Federal Employers Identification Number
- 2.2 If partnership, complete the following:
 - 2.2.1 Firm name, address, and phone number: (specify if different than parent company)
 - 2.2.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 2.2.3 Date organized, Type: General, Limited
 - 2.2.4 Names and addresses of Partners
 - 2.2.5 Federal Employers Identification Number
- 2.3 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.
- 2.4 List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- 2.5 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers, or predecessor organization(s) were defendants.
- 2.6 Has the Proposer, its principals, officers, or predecessor organization(s) ever been

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CONVICTED of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details. Please note number

- 2.6.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: 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 qualifications 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Tab#3 Experience and Expertise

- 3.1 List projects completed and/or ongoing, specific and comparable to this project.
Indicate:
- Client Name, contact person and title, address, telephone number, and fax number
 - Description of the project including project starting and ending dates.
 - Principal/Project Manager in Charge, licensing/certifications, various team positions, whether or not team member is still with the firm
 - Whether your firm was the primary or subcontractor
 - Consultant cost
 - Change orders issued with explanation of same
 - Problems encountered and the means to solve them
 - Status of this redevelopment plan
- 3.2 Include firm's overall experience specific to this Request for Proposals, including public involvement, and size/scale of geographic areas of previous projects.

Tab#4 Key Proposed Project Team Personnel

- 4.1 Firm/Team Organizational Chart
- 4.2 Indicate the proposed project team key personnel for the applicant, consultants, and/or professional/technical staff. For each individual listed, show discipline(s)

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of licensure/training. Indicate each team member's availability (as a percentage of their total work effort) to commit to the Village's effort.

- 4.3 Include resumes for all key proposed project team personnel that identify pertinent experience and expertise relevant to this project.

Tab#5 Project Delivery and Approach:

- 5.1 Describe the project delivery plan for the project including the communication plan, how project will be managed to meet schedule, and budget requirements.
- 5.2 Include a detailed time schedule for start and completion of project.
- 5.3 Describe/ demonstrate team's understanding of the Village's needs and challenges
- 5.4 Include any innovative approaches to providing the described services.

Tab#6 References

- 6.1 Submit a completed Project Specific Reference form (Exhibit D) for projects that are listed in Tab #4. References must be for specific/similar projects, a minimum of three
(3) references are required.

Tab#7 Fees for Professional Services

Tab#8 Attachments

- 8.1 As might be applicable, attach a copy of the current Florida Department of Business & Professional Regulation License(s) / registration with the appropriate Board(s) for your firm and each of the license numbers listed in Tab #3 and Tab#5.
- 8.2 Submit your State of Florida proof of incorporation, if incorporated.
- 8.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your state registration or your license if you are a sole proprietorship.
- 8.4 Conflict of Interest Disclosure Form (Exhibit E)
- 8.5 Notification of Public Entity Crimes Law (Exhibit F)
- 8.6 Drug Free Workplace (Exhibit G)
- 8.7 Non-Collusion Affidavit (Exhibit H)
- 8.8 Truth-In-Negotiation Certificate (Exhibit I)
- 8.9 W-9 Form

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IV. AWARD OF CONTRACT

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the Village Council for the award of a contract. **It is anticipated that the Village will award a contract to one Proposer.**

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EXHIBIT A- CONSULTANT CHECKLIST

Note:

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

Cover Letter (Tab 1)

Copy of this Check List - Exhibit A (Tab 1)

Acknowledgment of Addenda - Exhibit B (Tab 1)

Qualification Submittal Signature Page – Exhibit C (Tab 1) Consultant Profile (Tab 2)

Proposed Project Team Firms (Tab 3)

Specific Related Experience of the Firm (Tab4)

Key Proposed Project Team Personnel (Tab5)

Project Team Staffing Experience (Tab 5)

Project Delivery and Approach (Tab 6)

References – Exhibit D (Tab 7)

Conflict of Interest Disclosure Form - Exhibit E (Tab 8)

Notification of Public Entity Crimes Law - Exhibit F (Tab 8)

Drug-Free Workplace - Exhibit G (Tab 8)

Non-Collusion Affidavit - Exhibit H (Tab 8)

Truth-In-Negotiation Certificate - Exhibit I (Tab8)

W-9 Form (Tab 8)

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EXHIBIT B - ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

1 PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

2. PART II:

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

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EXHIBIT C- QUALIFICATION SUBMITTAL SIGNATURE PAGE

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

Firm Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____ % _____ days' net. _____ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

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

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EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under

RFP Number & Title: 2022R-004

Comprehensive Plan Revision

Review: _____

Reference: _____

(Name of Company giving Reference)

Name/Title: _____

(Name and Title of person giving Reference)

Telephone: _____

Project: _____

(Project for which references are being provided)

Fax: _____

Project Manager: _____

Lead Professional: _____

Other Key Project Personnel: _____

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

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the project specific needs of your organization.		

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4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.		
6.	Rate the overall quality of the work.		
7.	Rate the technical competence of the firm and its consultants.		
8.	Rate the integrity and professionalism of the firm.		
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes No		

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

Signature

Date

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EXHIBIT E - CONFLICT OF INTEREST DISCLOSURE FORM

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

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

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

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

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

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

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EXHIBIT F- NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

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EXHIBIT G - DRUG-FREE WORKPLACE

_____ Is a drug-free workplace and has
(Company Name)

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

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EXHIBIT H- NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/ She is _____ of _____ the
Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2022R-004 Title: _____

- b. He/ She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

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 _____, 20____ by _____
who is personally known to be, or who has produced _____ as identification.

Notary Public

My Commission Expires

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EXHIBIT I -TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

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

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

This document must be executed by a Corporate Officer.

Name: _____

Title: _____

Date: _____

Signature: _____

EXHIBIT J - SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____
(hereinafter, the "Contractor"), hereby swear or affirm to the following
certifications:

The following certifications apply to all procurements:

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

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

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

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 _____, 20____ by _____ who is personally known to be, or who has produced _____ as identification.

Notary Public

My Commission Expires

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and _____ hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform those services set forth in the RFP and in accordance with this Agreement; and

WHEREAS, the Consultant shall provide those services as set forth in the RFP and in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS.

The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES.

The Consultant shall perform the services set forth in the RFP and as more specifically set forth in Sections 1.3 and 1.4 of the RFP.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 4: TERM, TIME FOR COMPLETION, AND TERMINATION.

- a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall be for the term necessary to complete all services as set forth in the RFP unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.
- b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".
- c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim, therefore, is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.
- d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.
- e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

- f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:
 - i. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
 - ii. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.
 - iii. Continue and complete all parts of the services that have not been terminated.
- g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

- 1. Payments. The Village agrees to compensate a total lump sum amount which shall not exceed that amount set forth in Exhibit "A". The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the Village under this Agreement and not set forth in Exhibit "A".
- 2. Invoice. The Consultant shall render an invoice to the Village for services upon completion of the services. The invoice will be reviewed, and if all services have been deemed acceptable, paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

SECTION 6: INSURANCE

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.
 - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include :
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - d. Broad Form Property Damage
 - e. Contractual Coverage applicable to this specific Agreement
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00. Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such

professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultant used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 1, 2, 3, 4. All policies covered within subparagraphs 1, 2, 3, 4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs 2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.
6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days' notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

SECTION 7: COMPLIANCE AND DISQUALIFICATION

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

SECTION 8: ASSIGNMENT

The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 9: EQUAL OPPORTUNITY EMPLOYEMENT.

Consultant agrees that it will not discriminate against any employee or applicant for

employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure subcontractor's compliance.

SECTION 10: PROHIBITION AGAINST CONTINGENT FEES.

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 11: INTEREST OF THE CONSULTANT.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 12: COMPLIANCE WITH LAWS.

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

SECTION 13: WAIVER OF JURY TRIAL.

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

SECTION 14: ACCESS AND AUDITS.

The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be

required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION.

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

SECTION 16: AUTHORITY TO PRACTICE.

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

SECTION 17: SEVERABILITY.

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: NOTICE.

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

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

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

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

SECTION 20: ENTIRETY OF AGREEMENT.

The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER.

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

SECTION 22: PREPARATION AND NON-EXCLUSIVE.

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

SECTION 23: MATERIALITY.

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

SECTION 24: LEGAL EFFECT.

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

SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: COUNTERPARTS.

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

SECTION 28: PALM BEACH COUNTY IG.

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

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.

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

SECTION 30: OWNERSHIP OF DELIVERABLES.

The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the Village shall become the exclusive property of the Village. The Village accepts sole responsibility for the reuse

of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY.

By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Village that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: JURISDICTION; VENUE.

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

SECTION 33: INTERNAL DISPUTE BETWEEN VILLAGE AND CONSULTANT.

The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

SECTION 34: PUBLIC RECORDS.

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

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

1. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
2. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Consultant does not transfer the records to the Village.
3. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village

upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200, KWYNN@VPSFL.ORG OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 35: LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 36: INDEMNIFICATION.

The Consultant agrees to indemnify and hold harmless the Village, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Village and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign

immunity or Section 768.28, Florida Statutes.

SECTION 37: FISCAL NON-FUNDING.

In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination.

VILLAGE OF PALM SPRINGS, FLORIDA
RFP # 2022R-004
VISION, COMPREHENSIVE PLAN AND LDR REVISIONS

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

VILLAGE OF PALM SPRINGS

Village Clerk

Mayor

Approved as to Form:

Village Attorney

WITNESSES: _____

By: _____

(Name Printed or Typed)

(Name Printed or Typed)

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ this _____ day of _____, 2022, by _____.

(Signature of Notary Public-State of Florida)

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

VILLAGE OF PALM SPRINGS

COMPREHENSIVE PLAN

GOALS, OBJECTIVES AND POLICIES



Adopted November 12, 2009
Amended October 9, 2014
Amended January 14, 2016
Amended November 10, 2016
Amended January 11, 2018 (EAR-based)

Prepared by:

James G. LaRue, AICP

LaRue Planning & Management Services, Inc.

1375 Jackson Street, Suite 206

Fort Myers, Florida 33901

In conjunction with:

Village of Palm Springs

Land Development Department

226 Cypress Lane

Palm Springs, Florida 33461-1699

2014 & 2016 & 2018 Updates by:

Village of Palm Springs

Planning, Zoning & Building

Department

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Chapter I
Future Land Use Element
Goal, Objectives, and Policies

- Goal:** "A residential oriented community with an appropriate mix of land uses compatible with living styles and conditions established within the Village."
- Objective A:** Maintain Palm Springs primarily as a residential area consistent with the densities established in the Comprehensive Development Plan and Future Land Use Map, and which offers a variety of housing types that follow locational and design parameters to guide residential development and redevelopment decisions, by utilizing innovative land development concepts such as Planned Unit Developments and mixed-use concepts.
- Policy A.1:** Any vacant, undeveloped single family lots within the residential hub of Palm Springs shall be developed only as single family detached dwellings.
- Policy A.2:** Encourage the development of planned developments (townhouse, zero lot line) projects as an alternative single family living style to accommodate the demand and to preserve the character of the Village, and incorporate regulations into the Village of Palm Springs' Comprehensive Zoning Ordinance.
- Policy A.3:** Promote the location of multi-family residential development in areas with direct access to collector or arterial streets. The location of multi-family residential development shall be consistent with the high and medium density residential areas established on the Future Land Use Map.
- Policy A.4:** Utilize the Planned Unit Development and/or mixed use concepts on large tracts of land as an alternative way to meet residential demands and when it is consistent with the overall character of Palm Springs.
- Policy A.5:** Separate and buffer intense multi-family residential and cluster development areas from single family residences through the landscape regulations in the Village of Palm Springs' Comprehensive Zoning Ordinance.
- Policy A.6:** Continually maintain and update, when necessary, development regulations which assure efficient, high quality residential design construction, and redevelopment activities.
- Policy A.7:** In an effort to maintain the amenities and quality of life typified by the residential character of Palm Springs, the Village shall approve, where

necessary, ordinances pertaining to noise, pollution, and other nuisances deemed offensive or contrary to acceptable standards of the community.

Policy A.8: The Village shall continuously review and amend its Official Zoning Map to ensure its consistency with the Village of Palm Springs Future Land Use Map.

Policy A.9 The Village shall allow for the development of live-work units within residential land use districts.

Objective B: Develop commercial development standards in Palm Springs that are in line with an intensity of development that is consistent with that established on the Future Land Use Map and which is oriented primarily to serving the needs of residents while maintaining the integrity of residential areas.

Policy B.1: Development of neighborhood and community type commercial areas as opposed to regional or strip centers, by identifying and establishing a CN - Commercial Neighborhood and CG - Commercial General Zoning Districts in the Village of Palm Springs' Comprehensive Zoning Ordinance.

Policy B.2: Limit commercial development to areas with direct access to collector and arterial streets if it is consistent with the Village's residential character and the Future Land Use Map.

Policy B.3: Limit strip commercial development by encouraging concentrations of mixed commercial uses that limit and control access to and from these areas. Mixed commercial uses shall be encouraged when they are consistent with the locations established on the Future Land Use Map and when adjacent residential areas are properly protected through adequate building separations, buffering, lighting control, landscaping, etc.

Policy B.4: Separate and/or buffer commercial development from residential areas within the Village consistent with landscape regulations established in the Village of Palm Springs' Comprehensive Zoning Ordinance.

Policy B.5: Develop, within the land development code, and overlay zoning district which shall allow for the transition from residential to commercial along arterial roadways while protecting existing residential from adverse impacts of such development through building spacing, buffering, lighting control, landscaping, etc.

Objective C: The Light Industrial Future Land Use category shall allow as permitted uses establishments which will accommodate employment centers using light-assembly, manufacturing, warehouse, distribution, showroom, and non-local office needs of the Village.

- Policy C.1:* The uses most appropriate in this land use category, aside from the uses listed in Objective C, shall also include:
1. Limited commercial uses where it is related to or supportive of the primary employers and businesses in areas zoned Light Industrial.
 2. Office supply convenience, retail, hotel, limited restaurant uses and day care centers will be allowed as ancillary uses based on meeting adequate buffering, access, and performance criteria established in the Land Development Code.
 3. Accessory commercial uses serving employees within the complex may be allowed provided the commercial uses are integrated within the industrial complex and do not exceed ten percent (10%) of the intensity of the entire project.
- Policy C.2:* Light Industrial areas shall be required to meet additional zoning and performance requirements outlined in the Land Development Code.
- Policy C.3:* Areas designated as Light Industrial on the Future Land Use Map shall only be located within an area contingent upon compatibility with surrounding uses and the availability of adequate public facilities and services.
- Policy C.4:* Light industrial development shall not exceed a floor area ratio (FAR) of 1.0 and the maximum impervious surface for development within this category shall not exceed 85% of the total acreage.
- Policy C.5:* It is intended that the land development code will have an overlay zoning district which will allow for a mixture of commercial and light industrial uses along with appropriate development standards as included in the code.
- Objective D:*** Provide land areas for meeting community facilities needs of Palm Springs' residents consistent with the land designations on the Future Land Use Map for Public Buildings, Facilities and Government.
- Policy D.1:* Reserved.
- Policy D.2:* Maintain the Village administrative complex as the governmental focal point of the community.

- Policy D.3:* Meet the social, cultural and civic needs of Palm Springs’ residents through the maintenance of adequate sites for institutional uses, as depicted as Public Buildings, Facilities and Government use on the Future Land Use Map.
- Objective E:*** Development and redevelopment activities shall be undertaken in a manner to ensure the protection of natural and historic resources and the Village character, as prescribed in the Future Land Use Goal.
- Policy E.1:* The developer/owner of any site, except for single family residences, shall be responsible for the on-site management of stormwater runoff at the time of development or redevelopment in a manner so that post-development runoff rates, volumes and pollutant loads are the same as pre-development conditions.
- Policy E.2:* The Village land development regulations shall address and limit activities which have the potential to contaminate land and water resources, and protect designated wildlife habitats.
- Policy E.3:* The Village shall protect potable water wellfields by maintaining and enforcing a Wellfield Protection Ordinance in defined aquifer recharge areas within the Village limits.
- Policy E.4:* At the time of each required Comprehensive Development Plan update, the Village shall identify, designate and protect under provisions of the Standard Housing Code, areas of historical significance.
- Objective F:*** Meet Level of Service standards for all public facilities and services facilitated by proposed future land uses at the time of, and concurrent with, land development and/or redevelopment of areas in Palm Springs.
- Policy F.1:* All development orders and permits necessary prior to future development and redevelopment activities shall be issued only if public facilities and services necessary to meet Level of Service standards are available concurrent with the impacts of the development.
- Policy F.2:* Require, at the time of site plan review, that all on-site lands for rights-of-way, easements, etc., be conveyed to the proper authority prior to issuance of Certificates of Occupancy.
- Policy F.3:* The development of residential and commercial land shall be in conjunction with provision of supporting community facilities, such as streets, utilities, police and fire protection services, emergency medical service, and the like.

Policy F.4: New development and redevelopment activities shall be permitted only when central water and wastewater systems are available or will be provided concurrent with the impacts of development. This shall be made a condition to site plan approval.

Policy F.5: The Village shall continue to protect it's residents through certain performance standards against nuisances (e.g., noise; smoke and emissions; odors; toxic or noxious matter; radiation; radio or television interference; fire and explosion hazards; humidity, heat and glare; and the like.).

Policy F.6: Development for the Cornerstone Plan Amendment (17.93 acres) located at 2765 10th Avenue shall be limited to 175,000 square feet.

Objective G: Manage future growth and development in the Village of Palm Springs through the preparation, adoption, implementation and enforcement of land development regulations and to coordinate future land uses with the appropriate topography, soil conditions and the availability of facilities and services; encourage the prevention, elimination or reduction of uses inconsistent with the Future Land Use Goal and Future Land Use Map; and, manage redevelopment, renewal or renovation in the Village.

Policy G.1: Adopt, update, where necessary, and enforce land development regulations that shall contain specific and detailed provisions required to implement the Comprehensive Development Plan, and which, as a minimum:

- ☐ Regulate the subdivision and platting of land.
- ☐ Regulate the use, intensity and location of land development in a manner that is compatible with adjacent land uses and provides for open space.
- ☐ Protect Conservation Use lands designated on the Future Land Use Map and those delineated in the **Conservation Element**.
- ☐ Regulate areas subject to seasonal and periodic flooding by requiring adequate drainage and stormwater management.
- ☐ Regulate signage.
- ☐ Ensure safe and convenient onsite traffic flow and vehicle parking needs through the Site Plan review process and off-street parking regulations.

- ☐ Ensure that public facility, utility and service authorization has been procured prior to issuing any development order and that construction of said facilities, utilities, and services is concurrent with development.
- ☐ Provide that development orders and permits shall not be issued which result in a reduction of the level of services for affected public (community) facilities below the Level of Service standards adopted in this Comprehensive Development Plan.
- ☐ Ensure the proper maintenance of building stock and property by continually updating and enforcing adopted housing, building and related construction codes.

Policy G.2: Land development standards for residential land use densities shall be as follows:

Low density residential - .01 to 5.80 residential units per gross acre; and

Medium density residential - 5.81 to 10.0 residential units per gross acre; and

High density residential – 10.01 to 19.0 residential units per gross acre.

Policy G.3: Land development standards for non-residential land use intensities shall be as follows:

Commercial	0.50 floor area ratio
Public Buildings and Facilities	0.40 floor area ratio
Other Public Buildings	0.40 floor area ratio

Policy G.4: Existing land uses which are inconsistent with the character of the Village shall be eliminated upon redevelopment. Exceptions may be made if the rebuilding of the structure does not threaten public safety.

Objective H: Pursuant to Chapter 333, F.S., the Village will regulate land development activity in the vicinity of Palm Beach International Airport and Palm Beach County Park (Lantana) Airport to ensure compatibility and consistency with operations, expansion plans and safety needs per the Airport Master Plans.

Policy H.1: The Village shall enter into an interlocal agreement with Palm Beach County to jointly adopt, administer, and enforce airport protection zoning

regulations for identified airport hazard areas to assure compliance with the minimum requirements of Chapter 333, F.S., and to deter encroachment into airport operational areas or airspace surfaces.

Objective I: At the time of site plan review, coordinate with appropriate governments and agencies to minimize and mitigate potential mutual adverse impacts of future development and redevelopment activities.

Policy I.1: As part of the site plan review process, coordinate requests for development orders, permits or project proposals, as appropriate, with adjacent municipalities, Metropolitan Planning Organization, Palm Beach County, Treasure Coast Regional Planning Council, Special Districts, South Florida Water Management District, and State and Federal Agencies.

Objective J: The Village shall continue to encourage annexation efforts as a means to pursue future annexations that are consistent with local and State laws.

Policy J.1: The Village shall consider requests for voluntary annexation into the Village when those lands are logical extensions of the existing Village limits, when services can be properly provided and when proposed uses are compatible with the Village's Comprehensive Plan. For the purpose of this Policy, an annexation shall be considered as a logical extension if it meets the technical criteria of State law applicable to annexation. Services will be considered as being properly provided if the existing or planned public facilities can support the land uses and densities proposed in the area to be annexed consistent with the level of service standards set forth in this plan.

Policy J.2: Continue an annexation policy plan that is consistent with Palm Beach County's annexation policies.

Policy J.3: Coordinate the **Future Land Use Element** with the **Capital Improvements Element** and **Intergovernmental Coordination Element** of this Comprehensive Development Plan to establish a cohesive and coordinated approach to future annexations, as part of the site plan review process and prior to the issuance of permits.

Policy J.4: The Village shall continue its informal annexation agreement policies with the County for properties located in the Target Annexation Area. The policy allows controlled growth in a manner that is not in conflict with adjacent uses and in areas with the proper infrastructure in place.

Policy J.5: Annexations shall not create new enclaves, and shall reduce or eliminate existing enclaves when feasible.

Policy J.6: Continue to promote annexation of land where service delivery systems in the annexed area will be consistent with and equal to those provided for existing corporate lands.

Policy J.7: Require infrastructure services to be available to a proposed annexation area at the level that is consistent with the Village's adopted level of service standards.

Objective K: Discourage urban sprawl in order to achieve a compact urban form. Measures to accomplish this objective shall include concurrency management requirements and site development regulations such as access management, and intensity and density limitations consistent with this Plan.

Policy K.1: All land uses that have been developed or approved for development within the Village must be adequately served by existing public utilities and services before the Village may approve any new development, redevelopment, or annexations that would require use of these utilities and services. These utilities and services shall include the following for which the Village has set a Level of Service Standard, including:

- Water facilities
- Sewer facilities
- Drainage facilities
- Roadways
- Recreational facilities

Policy K.2: The Village shall direct urban growth to areas which can be served efficiently by public services and facilities in conformance with local land development regulations and the Village's five-year plan for capital improvements to discourage the proliferation of urban sprawl.

Policy K.3: No land use approval for new development, redevelopment or annexation shall cause facilities or services to fall below the Village's adopted local Level of Service Standards, as contained in the Capital Improvements Element of this Comprehensive Plan. Public facilities and services necessary to serve the proposed development, redevelopment, or annexation must be available, at the Village's adopted local levels of service, concurrent with the impacts of development.

Policy K.4: All development shall be compatible with and complementary to surrounding land uses and shall not negatively affect existing approved activities.

Objective L: Require, through the land development and site plan review processes, that suitable land is made available for utility facilities necessary to support all

proposed development.

Policy L.1: The Village shall continue to enforce the Adequate Facilities Ordinance to ensure that facilities and services meet acceptable levels of service.

Policy L.2: The approval and authorization of development within the Village shall be concurrent with the provision of utility service. Concurrency shall be defined in the Adequate Facilities Ordinance.

Policy L.3: The site plan review process in the Village of Palm Springs' Comprehensive Zoning Ordinance shall be written to specifically condition the issuance of permits on the availability of facilities and services necessary to proposed development.

Objective M: The Village shall continue to coordinate with Palm Beach County School Board on the location of new schools within land uses designated as Educational and Medium Density Residential.

Policy M.1: The Village shall allow, by right, all schools in the Educational and Medium Density Residential land use categories. At a minimum, the threshold acreage for new schools shall be as follows:

- a. Elementary Schools - A minimum of four (4) acres for the first two hundred (200) students, plus one (1) acre for each additional one hundred (100) students.
- b. Middle of Junior High Schools - A minimum of five (5) acres for the first three hundred (300) students plus one (1) acre for each additional one hundred (100) students.
- c. Senior High Schools - A minimum of seven (7) acres for the first three hundred (300) students plus one (1) acre for additional students up to one thousand (1,000) students; thereafter, one (1) acre for each one hundred (100) students.

Policy M.2: The Village shall advise the School Board of all Plan amendments, development orders and other land-use decisions that modifies or adds any residential designation or increase in residential density, at least 30 days prior to the first public hearing, consistent with the "Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning", which was approved by the Village Council via Resolution 2016-04, on January 14, 2016. In addition to the Government zoning district, schools shall be allowed in the RM and RH zoning districts.

Policy M.3: The Village shall request that the School Board submit for review information on renovations, additions, and proposed expansion on property owned by the School Board to assure the availability of public facilities and infrastructure as the proposal relates to future planned improvements.

Objective N: The Village shall encourage the development of a variety of innovative typers of mixed-use projects.

Policy N.1 The Village shall encourage and promote sustainable development by establishing a mixed use land designation and mixed use land development district regulations.

Policy N.2 The mixed land use designation is an umbrella category which requires a non-residential designation and a residential designation, for a minimum of two distinct land uses. The projecdt shall have minimum and maxium intensities/densities for each land use.

- Residential Density: The maximum number of units for the parcel shall be calculated by multiplying the total acreage of the parcel by the density permitted through the specified residential land use designation.
- Nonresidential Intensity: The maximum intensity for each specified non-residential use shall be calculated by assigning all non-residential uses a percentage of the total site area, not to exceed 100% for vertically integrated projects and 50% for non-vertically integrated projects.

Policy N.3: Projects that utilize the mixed use land use designation shall concurrently rezone to the mixed-use land development district and obtain site plan approval, and shall be subject of a Unity of Control instrument to ensure a consistent and cohesive project.

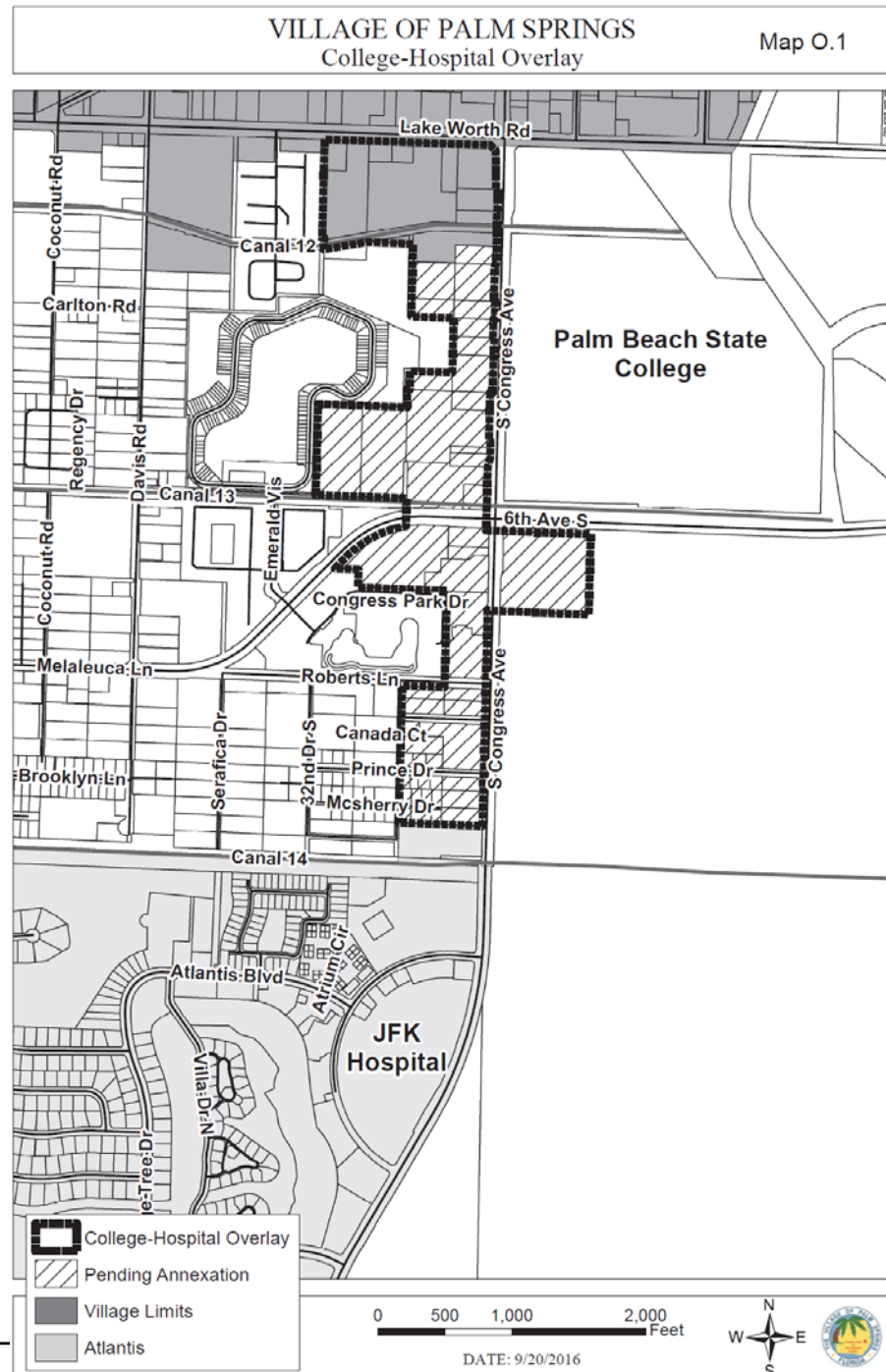
Objective O: A College-Hospital Overlay (“CHO” or “Overlay”) shall be maintained in the Village’s Land Development Regulations in order to implement strategies of the Congress Avenue Corridor Study and promote economic (re)development with high intensity/density value-added development along the corridor.

The CHO is established in recognition of the 30,000+ students and 2500 staff that attend Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility), both

institutions being located along South Congress Avenue and whose employees/clients generate a need for retail, restaurants and personal services in proximity to the campuses.

Policy O.1:

The allowances of the CHO shall only be applicable to properties along the South Congress Avenue corridor, south of Lake Worth Road, designated with the Mixed Use land use category and Mixed-Use (MU) zoning district that fulfill the objectives of the Overlay. The applicable properties are depicted in the Map O.1.



- Policy O.2:* The Village shall provide incentives through the CHO to promote a diverse mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College (a commuter campus) and JFK Hospital (a full service emergency facility), and to attract a critical mass of housing within proximity of and to serve the college and hospital and service-oriented uses.
- Policy O.3:* Mixed-use planned developments within the CHO that fulfill the objectives of the Overlay shall be allowed a residential density up to 35 dwelling units per acre and nonresidential intensity up to 1.0 FAR.
- Objective P:*** The Village of Palm Springs authorizes and establishes the Urban Redevelopment Area (URA) for the Congress Avenue corridor (Figure 1A) and the Military Trail corridor (Figure 1B). Although neither corridor is entirely within the municipal boundaries, Figures 1C and 1D, the Congress Avenue corridor is entirely within the future annexation area of the Village, and the eastern side of the Military Trail corridor is within the Village's future annexation area.
- The URA standards as established by Palm Beach County are delineated below and the data and analysis are adopted by reference.
- Policy P.1:* The Urban Redevelopment Area (URA) – The purpose of the URA is to focus on redevelopment and infill efforts by promoting economic growth, improving the present conditions of infrastructure, investment and reinvestment in the area, and discouraging urban sprawl by directing development where resources exist.
- Policy P.2:* Higher development intensity/density should be encouraged in the URA where appropriate.
- Policy P. 3:* Mixed-use centers and employment centers shall be encouraged in the Urban Redevelopment Area (URA) where appropriate.
- Policy P.4:* Higher development intensity/density should incorporate multimodal transportation amenities for development and redevelopment projects in the URA where appropriate.
- Policy P.5:* The Village shall require, where feasible, inter-connectivity in the URA between complementary neighboring land uses for both vehicular and pedestrian cross access.
- Policy P.6:* The Village shall encourage workforce housing opportunities in the URA where residential or mixed-use projects are developed.

- Policy P.7:* The Village shall coordinate with Palm Beach County regarding redevelopment activities within the URA to ensure that such efforts are consistent with municipal annexation plans and redevelopment activities within the URA, as appropriate.
- Objective Q:*** The Village shall conserve and properly manage energy consumption to the best of the Village’s abilities and encourage green design practices in new development and redevelopment to foster sustainable, energy efficient land use patterns.
- Policy Q.1:* The Village shall continue to support alternative modes of travel as called for in the Transportation Element to minimize fuel consumption, promote energy-efficient land use patterns, and reduce greenhouse gas emissions.
- Policy Q.2:* The Village shall support energy conservation measures and practices in the administration, design and construction of Village buildings and facilities to reduce energy consumption and tax dollars allocated for power and fuel.
- Policy Q.3:* The Village shall promote education of Village employees in energy conservation measures and practices and promote certification for energy conservation practices.
- Policy Q.4:* The Village shall support, as applicable, intergovernmental programs with adjacent jurisdictions to promote energy conservation and education.
- Policy Q.5:* The Village shall encourage participation as may be appropriate in the following programs, as well as others that may apply:
- U.S. Environmental Protection Agency’s Energy Star Buildings and Green Lights Program to increase energy efficiency through lighting upgrades in buildings;
 - Rebuild America;
 - Building for the 21st Century;
 - Energy Smart Schools;
 - National Industrial Competitiveness through Energy;
 - U.S. Department of Environmental Protection’s Pollution Prevention (P2) Program;
 - U.S. Green Building Council (LEED); and
 - Florida Green Building Coalition (FBGC) and pursue certification as a Green Government.

- Policy Q.6:* The Village will support incentives and programs by the state and federal governments to promote green building programs and best practices.
- Policy Q.7:* The Village will consider the provision of incentives to support developers interested in implementing green roof design and the construction of green roofs on appropriate public buildings as feasible.
- Policy Q.8:* By June, 2011, the Village shall coordinate with the Palm Beach County Green Task Force on Environmental Sustainability and Conservation to establish a community action plan to reduce or encourage reductions in greenhouse gas emissions within the Village limits.

Map of the City of Fort Lauderdale, Florida, showing the location of the proposed new City Hall. The map displays a grid of streets, with a large green shaded area indicating the proposed site. The site is bounded by S Congress Ave to the west, S Broward Blvd to the east, and S University Ave to the south. The map includes a scale bar (0 to 1,600 feet) and a north arrow. The date of the map is 8/15/2008.

Village of Palm Springs
Comprehensive Plan

I-15

VILLAGE OF PALM SPRINGS

Military Trail URA & TCEA Boundary

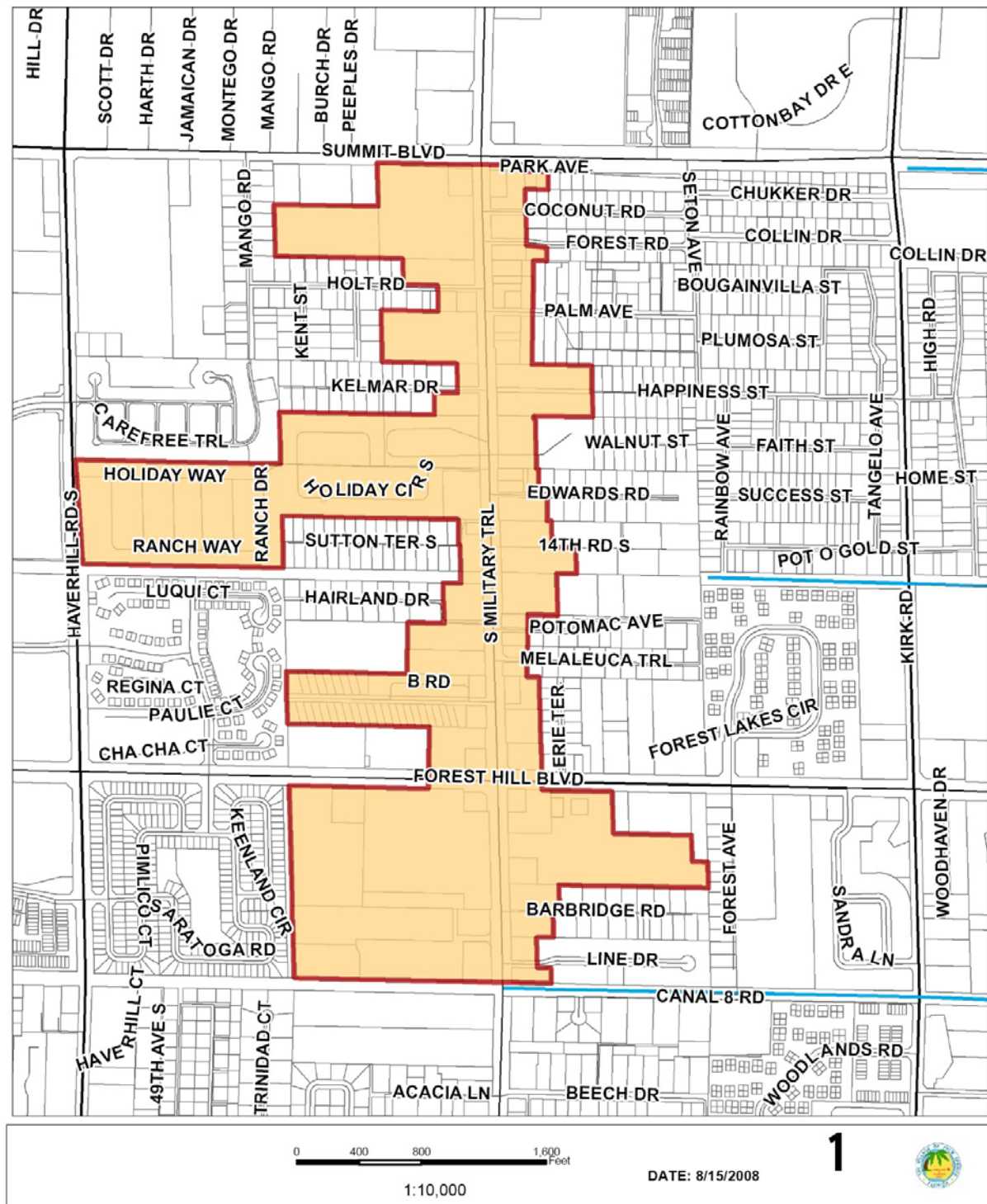


FIG 1B

VILLAGE OF PALM SPRINGS

Municipal Limits Within Congress Avenue URA

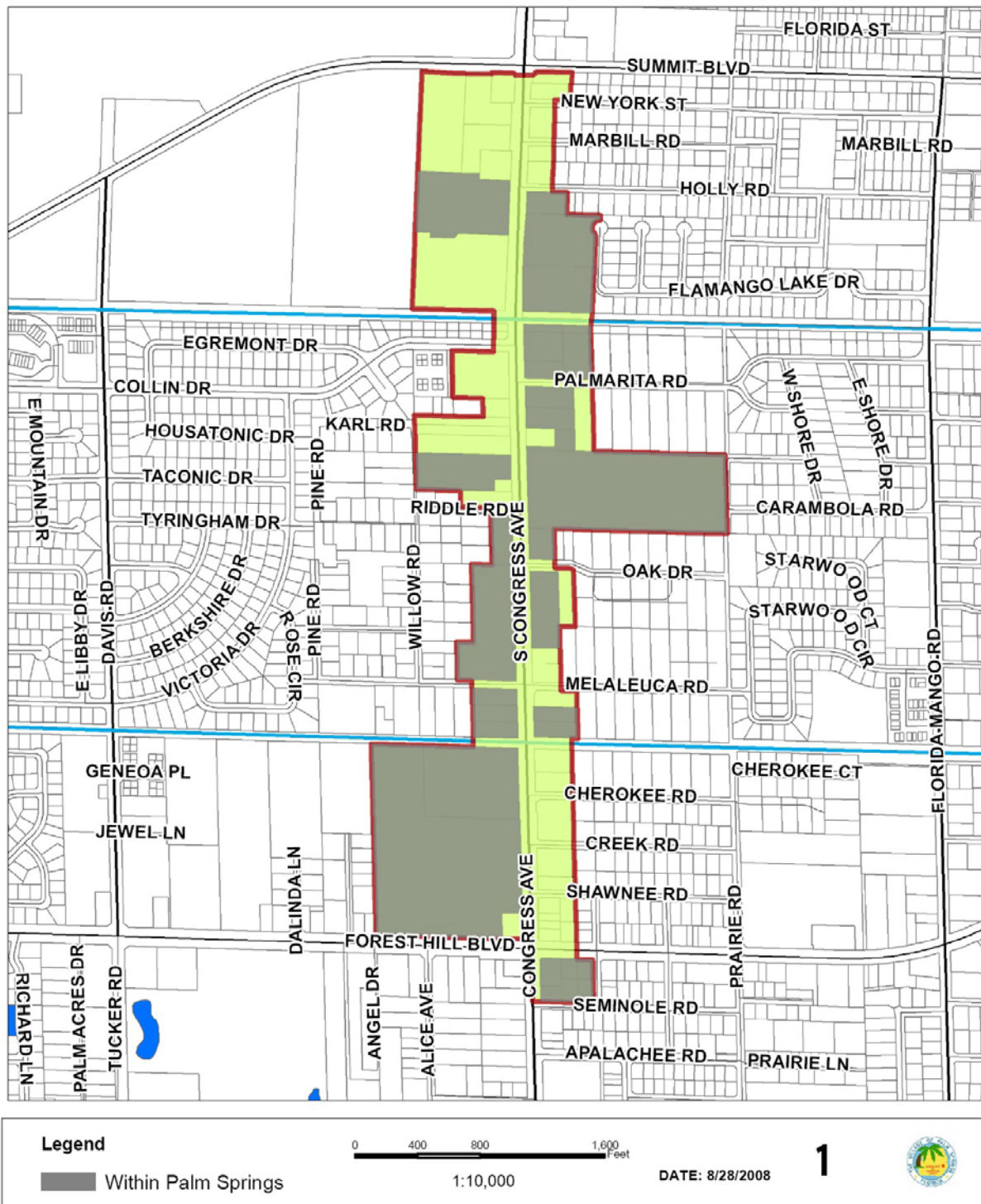


FIG 1C

VILLAGE OF PALM SPRINGS

Municipal Limits Within Military Trail URA

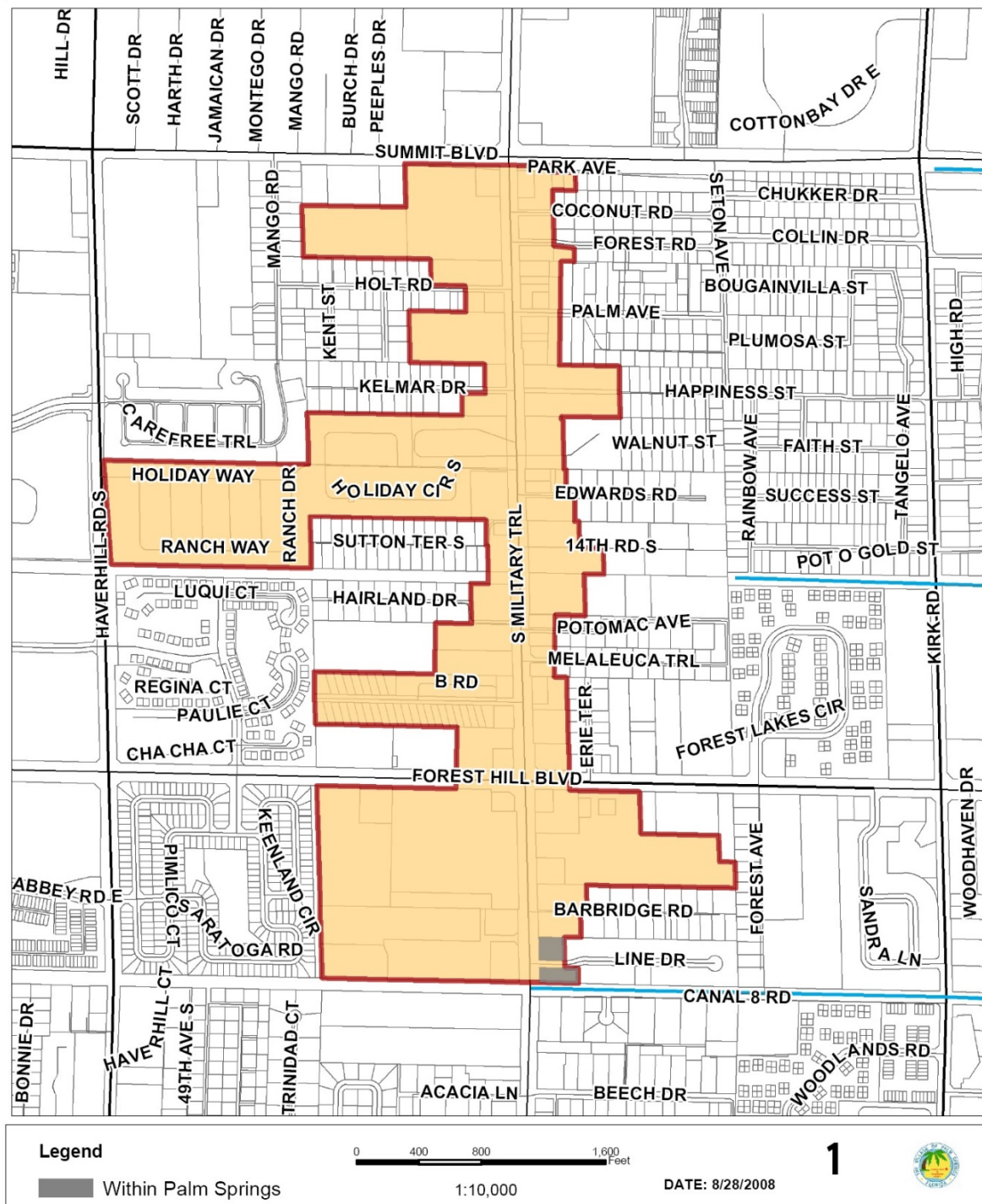


FIG 1D

Chapter II

Transportation Element

Goal, Objectives, and Policies

- Goal 1:** "A sufficient, safe, and cost-effective transportation system that provides for the controlled movement of people, goods and services to, from and within the Village."
- Objective A:** Provide an efficient interrelationship between the transportation network and various land use activities in Palm Springs.
- Policy A.1:** Street location and design in developing areas shall be carefully analyzed during the site plan review process and at the time of development to assure that they accommodate demands of the area without creating adverse impacts on existing streets and traffic flows.
- Policy A.2:** Limit ingress/egress generated by land use activities which impede traffic flow by discouraging the proliferation and placement of median cuts and curb cuts on major carriers of traffic, primarily Congress Avenue and Tenth Avenue North.
- Policy A.3:** Continue to monitor the requirements of off-street parking within the Village of Palm Springs' Comprehensive Zoning Ordinance to keep pace with growth and concurrent demands for commercial and multi-family needs.
- Policy A.4:** The Village shall review the traffic circulation plans of Palm Beach County and neighboring municipalities for compatibility with this **Transportation Element** as they become available and provide comments, concerns and suggested resolutions, where appropriate, to the appropriate jurisdiction.
- Policy A.5:** The Village shall continue to coordinate transportation planning and improvements with the MPO.
- Objective B:** Establish traffic patterns that are safe and offers controlled movement for vehicular, as well as, non-vehicular traffic.
- Policy B.1:** Maintain transportation design criteria in regulatory codes which protects the citizenry from unsafe ingress/egress points.
- Policy B.2:** With the Village Hall, Municipal Library, municipal recreation areas adjacent to the Village Hall complex, and proposed expansion to community facilities, the Village shall consider alternative street design that would truly promote

this area as the focal point of the community while enhancing traffic circulation (both vehicular and non-vehicular movement) patterns, by 1999.

- Policy B.3:* The Village shall continue to require that applicants provide a traffic impact analysis study for proposed developments as a condition of the Development Permit.
- Policy B.4:* As part of the Concurrency Review Process, the Village shall make sure necessary facilities and services are in place at the time a development permit is issued.
- Policy B.5:* A Development Permit may be issued if the County Transportation Department determines that the proposed development will not adversely affect the adopted level of service on the roadway.
- Policy B.6:* On-street parking in public rights-of-way shall be controlled by provisions established in the Village's Comprehensive Zoning Ordinance.
- Policy B.7:* Continue to work cooperatively with surrounding jurisdictions to provide a uniform traffic control system within the Village and surrounding areas to the extent practical and feasible.
- Policy B.8:* The Village shall maintain and enforce strict requirements within its development codes which regulate proper site distances to eliminate visual barriers which hinder safe and controlled circulation of traffic.
- Policy B.9:* The Public Safety Department shall make available annual accident frequency reports for collector and arterial roads in Palm Springs.
- Policy B.10:* The Village shall support and maintain accepted Level of Service standards for roads and streets serving Palm Springs. Specifically, Level of Service "C" is acceptable for adequate traffic operation conditions except during peak hour when Level of Service "D" is considered acceptable for all roadway facility types.
- Policy B.11:* The Village supports Palm Beach County acquisition of additional rights-of-way to widen Tenth Avenue North.
- Policy B.12:* The Village will coordinate with Palm Beach County on the future expansion of Kirk Road to ensure that the neighborhood character of the Village is retained.

- Objective C:** Satisfy the majority of transportation demands within the Village, as identified in the Support Documentation.
- Policy C.1:* The Village will accept Level of Service "D" (ADT) on Tenth Avenue North and Kirk Road until other acceptable resolutions to the special concerns and conditions on these roadways can be resolved.
- Policy C.2:* The Village shall coordinate with Palm Beach County by meeting and working with Palm Beach County staff and officials to cooperatively plan for the future acceptable roadway capacity for Tenth Avenue North.
- Policy C.3:* The Village shall continue to enforce the Palm Beach County Traffic Performance Standard Ordinance to ensure that roadway capacities will be available when necessitated by development.
- Objective D:** Identify roadway needs and laneage requirements for roads and streets within the Village of Palm Springs on an annual basis.
- Policy D.1:* Examine existing street rights-of-way on an annual basis to determine whether they meet future projected demands or whether condemnation of rights-of-way, special setbacks or purchase of additional rights-of-way will be necessary to meet Village demands. The Village staff should study and meet with County staff and State FDOT staff to make these determinations. When determinations are made, appropriate improvement costs should be included in the 5-Year Schedule of Improvements of the **Capital Improvements Element**.
- Policy D.2:* The Village shall prepare and adopt an official Traffic Ways Map as part of this Comprehensive Development Plan which identifies functional roadway classifications and laneage requirements based upon the **Transportation Element** and the **Future Land Use Element** of this Comprehensive Development Plan.
- Policy D.3:* In order to maintain the residential character of Palm Springs, no interior Village streets with a right-of-way dimension of eighty (80) feet or less shall become a four (4) lane thoroughfare.
- Policy D.4:* The Village of Palm Springs should adopt the County Thoroughfare Right-of-way Protection Map when all legal issues surrounding the map have been resolved.

- Policy D.5* Given the Village's desire to maintain its neighborhood character, existing roadway deficiencies will be corrected by coordinating with the County in its effort to perform improvements on Kirk Road and Tenth Avenue North.
- Objective E:*** Continually involve the Village in multi-jurisdictional transportation planning activities by coordinating with the Palm Beach County Metropolitan Planning Organization, Florida Department of Transportation and any other affected transportation planning authority.
- Policy E.1:* The Village will actively participate in the Metropolitan Planning Organization's (MPO) activities to assure decisions affecting the Village are met concerning area wide transportation planning issues.
- Policy E.2:* Transportation planning will be coordinated with the future land uses shown on the Future Land Use Map of this Plan, the **FDOT 5-Year Transportation Plan**, the Palm Beach County Metropolitan Planning Organization plans and plans of neighboring jurisdictions, by meeting with staffs of the County, Metropolitan Planning Organization, and State Florida Department of Transportation at least once per year.
- Policy E.3:* The Village Public Services Department shall review future updates of the **FDOT 5-Year Transportation Plan** and coordinate with the Palm Beach County Metropolitan Planning Organization in order to update or modify this element, if necessary.
- Objective F:* Continually maintain a transportation system that provides for alternative modes of travel.
- Policy F.1:* Support the Palm Beach County Transportation Authority in providing an alternative means (bus routes) of transportation to Village residents to and from Palm Springs, by Resolution or other official means.
- Policy F.2:* The Village supports the regional public transportation system.
- Policy F.3:* The Village shall coordinate with the Metropolitan Planning Organization to ensure adequate mass transit systems are available to its residents.
- Policy F.4:* The Village shall continue to work with adjoining jurisdictions and developers to maintain and enhance facilities for bicycle and pedestrian travel, when applicable

- Policy F.5* The Village shall continue to publicly support the commuter rail system (Tri-Rail) as an alternative mode of transportation between West Palm Beach and Miami.
- Policy F.6* The Village shall continue to support the existing Interlocal Agreement with the County that enables mass transit to be provided in the unincorporated and incorporated areas of Palm Beach County.
- Objective G:** Continually ensure adequate traffic circulation and access to existing and new developments.
- Policy G.1:* The Village shall strictly enforce subdivision regulations during the plan review and implementation process.
- Objective H:** Continually maintain the current high level of roadway maintenance.
- Policy H.1:* The Village shall plan maintenance and repair efforts of local streets well in advance of wear and deterioration.
- Policy H.2:* The Village will provide for maintenance and repair funding in the annual budgeting process.
- Objective I:** Limit local public expenditures to those costs necessary to maintain specified Level of Service standards on its roadways when developing and maintaining the Village transportation.
- Policy I.1:* Before expanding the transportation network, the Village shall carefully scrutinize and investigate the utilization of existing facilities to determine whether or not modifications to the current network would more cost-effectively satisfy demands placed on it.
- Policy I.2:* The Village shall keep abreast of current programs of other levels of government which offer possible alternative sources of funding to improve, expand or maintain the Palm Springs' transportation system.
- Goal 2:** The long-term end toward which the Village's transportation programs and activities are directed is the provision of safe, convenient, energy efficient multi-modal transportation system that encourages public transit; and is closely coordinated with the Future Land Use Plan and meets all needs to protect future rights-of-ways and is integrated into the Metropolitan Planning Organization's (MPO) Long Range Transportation Plan.

Objective A: The Village of Palm Springs shall continue to utilize the MPO and its processes to guide long range transportation decisions and to coordinate transportation plans with the Florida Transportation Plan, Adopted Work Program, and the MPO's member governments' plans.

Policy A.1: The Village shall continue to participate in the MPO process by attending scheduled meetings and providing staff time as needed.

Policy A.2: The Village shall consider the fifteen (15) factors identified by the International Surface Transportation Efficiency Act to guide transportation planning:

1. preservation of existing facilities.
2. energy conservation.
3. relieve congestion.
4. effects of transportation on land use.
5. enhancement activities.
6. effects on transportation projects.
7. access to various facilities.
8. connectivity of roads.
9. management systems.
10. preservation of rights-of-way.
11. movement of freight.
12. life cycle costs.
13. overall social, economic, energy, and environmental effects.
14. expand transit services.
15. transit security.

Policy A.3: The Village of Palm Springs will utilize the needs assessment to guide right-of-way protection and acquisition.

Objective B: The Village shall design each component of the transportation network in coordination with other components to achieve convenience, efficiency, cost effectiveness, and safety, when feasible. Each component of the transportation network will be designed in coordination with the Future Land Use Map to ensure that existing and proposed population densities, housing and employment patterns, and land uses are consistent with transportation modes and services.

Policy B.1: Opportunities which provide more than one (1) mode of transportation shall take priority over those that do not.

- Policy B.2:** The Village shall incorporate sidewalks into all road capacity improvement projects for urban and transition area collector and arterial streets, when feasible.
- Objective C:** The Village shall provide modal choice in public rights-of-way, when feasible.
- Policy C.1:** The Village will evaluate new transportation facilities based on provision of modal choice and not based solely on ability to relieve automobile congestion.
- Objective D:** The Village of Palm Springs shall consider sidewalk/bikeway needs and priorities in the transportation planning and capital programming process.
- Policy D.1:** The Village shall consider sidewalk/bikeway needs in the development of capital improvement priorities for safety and congestion management.
- Objective E:** Through the MPO, the Village shall continue providing a coordinated and comprehensive approach to planning, developing, and providing transportation services that meet the needs of transportation disadvantaged persons. This approach is identified in greater detail in the Transportation Disadvantaged Service Plan, prepared by the MPO and updated annually.
- Policy E.1:** The Village supports and shall continue to help fund through County tax dollars the Transportation Disadvantaged Program.
- Objective F:** The Village of Palm Springs authorizes and establishes the Transportation Concurrency Exception Area (TCEA) for the corridors of Military Trail and Congress Avenue (Figures 1A and 1B). The Congress Avenue right-of-way is entirely within the corporate limits of the Village of Palm Springs although many of the contiguous properties are not (See Figure 1C). The Military Trail right-of-way is in unincorporated Palm Beach County as well as most of the contiguous properties (See Figure 1D). However, both corridors and contiguous properties are within the future annexation area of the Village (Figure 1E).
- The TCEA standards as established by Palm Beach County are delineated below and the data and analysis are adopted by reference.
- Policy F.1:** The Urban Redevelopment Area (URA) - Transportation Concurrency Exception Area (TCEA) is hereby established and designated. Only projects that are consistent with the Urban Redevelopment Area Master Plan as adopted by the Board of County Commission shall utilize the provisions of

this TCEA. The boundaries of the TCEA are shown in Figures 1A and 1B. Projects within the Village, except industrial development and industrial parcels generally located at the northwest corner of Congress Avenue and Forest Hill Boulevard, may utilize this TCEA. For those projects choosing to utilize the TCEA, the Village shall adopt regulations consistent with this policy and adopt affordable housing regulations consistent with the County's workforce housing regulations for projects proposing residential development. Palm Beach County will require projects wanting to utilize this TCEA to be consistent with the URA Master Plan and the County's land development regulations adopted to implement this plan. The Industrial developments and industrial projects described above shall be able to utilize this TCEA, at any time, provided that these projects are generally consistent with the goals and objectives of the URA Master Plan and Regulating Plan. The entire TCEA, unincorporated and incorporated area TCEA area, shall be limited to the maximum allowable number of units, square footage, total daily trips, and total pm peak hour trips identified in Tables TE-7a and TE-7b of this policy. Any project utilizing this TCEA and significantly impacting the Strategic Intermodal System (SIS) shall be required to address its impacts on SIS facilities pursuant to the Village of Palm Springs Land Development Code and the Palm Beach County Unified Land Development Code.

Prior to issuance of any Development Order for a project within the TCEA, the project must submit a traffic generation study for approval to the County Engineer. This traffic study shall show external project traffic and all other existing and committed development traffic in the area to demonstrate that the proposed project is within the limits for allowable land uses and trips set forth in Tables TE-7.A and TE-7.B.

No developments shall be allowed to use this TCEA, except for the industrial projects located at the northwest corner of Forest Hill Boulevard and Congress Avenue, until the new Palm Beach County land development regulations and the Village of Palm Springs land development regulations are adopted and in effect.

The development approvals utilizing this TCEA shall remain at or below the maximum allowable limits for units, square footage, total daily trips, and total pm peak hour trips in Tables TE-7a and TE-7b of this policy. No building permits shall be issued for any new development utilizing the TCEA when the maximum allowable limit for that land use is reached.

Mixed use centers should be strategically spaced preferably located at major corridor intersections.

Projects utilizing this TCEA must meet at least three mitigation strategies out of the fourteen strategies available in the Okeechobee Boulevard Point System outlined in detail in Chapter P, Section 4 of the Traffic Performance Standards in the Palm Beach County Unified Land Development Code and attached as Figure 2 herein for reference.

Military Trail and Congress Avenue corridors shall maintain its current roadway sections accommodating a maximum of six lanes of traffic; three through lanes in each direction.

Projects utilizing the TCEA shall be consistent with the URA Master Plan. Projects should increase North-South connectivity through the development or redevelopment of small and large parcels by requiring continuous frontage roads, connection of commercial parcels, consolidation of driveways through elimination of curb cuts, provision of access in the front and rear of existing and future developments and utilization of parking lot driveways to connect existing streets or frontage streets.

Consistent with the URA Master Plan, projects utilizing the TCEA should increase corridor capacity through neighborhood connectivity by requiring connectivity to all existing right-of-ways from all new developments or redevelopments, elimination of street closures, avoidance of right-of-way abandonment and by connecting missing links.

Policy F.2:

The Village shall update Objective F and the accompanying policies regarding Transportation Concurrency Exception Areas within 18 months of Palm Beach County's update to their Comprehensive Plan regarding Transportation Concurrency Exception Areas pursuant to Section 163.3180(g), Florida Statutes.

TABLE TE-7A
Urban Redevelopment Area–TCEA for Military Trail Corridor
MONITORING TABLE

Allowable Land Use Intensities	Residential/ Rental Units	Retail ²	Industrial/W arehouse	Office	Other Non- Residential
Planned Land Use Totals ¹ Allowable variance +/- (%)	2766 15%	1,432,127 25%	300,669 10%	153,266 10%	247,426 10%
Maximum Allowable Minimum Allowable	3181 2351	1,790,159 1,074,095	330,736 270,602	168,593 137,939	272,169 222,683
Allowable Vehicle Trips		Daily Traffic		PM Peak Hour Traffic	
Planned Land Use Net New Trips		15785		1590	
Allowable Land Use Ratios at Buildout		Residential/Office		Residential/Other Non-Residential (Incl. Industrial)	
Minimum Allowable Ratios ³		14.0		3.9	

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial).

TABLE TE-7B
Urban Redevelopment Area–TCEA for Congress Avenue Corridor
MONITORING TABLE

Allowable Land Use Intensities	Residential/ Rental Units	Retail ²	Industrial/ Warehouse	Office	Other Non- Residential
Planned Land Use Totals ¹ Allowable variance +/- (%)	1,743 15%	619,949 25%	25,146 40% <u>815,146</u> 15%	180,521 40% <u>25%</u>	58,188 40% <u>25%</u>
Maximum Allowable Minimum Allowable	2,004 1,482	774,936 464,962	28,661 31,631 <u>937,418</u> <u>692,874</u>	198,573 162,469 <u>225,651</u> <u>135,391</u>	64,007 52,369 <u>72,735</u> <u>43,641</u>
Allowable Vehicle Trips		Daily Traffic		PM Peak Hour Traffic	
Planned Land Use Net New Trips		8213 <u>13,379</u>		913 <u>1,641</u>	
Allowable Land Use Ratios at Buildout		Residential/Office		Residential/Other Non-Residential (Incl. Industrial)	
Minimum Allowable Ratios ³		7.5 <u>6.6</u>		14.4 <u>1.47</u>	

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

VILLAGE OF PALM SPRINGS

Congress Avenue URA & TCEA Boundary

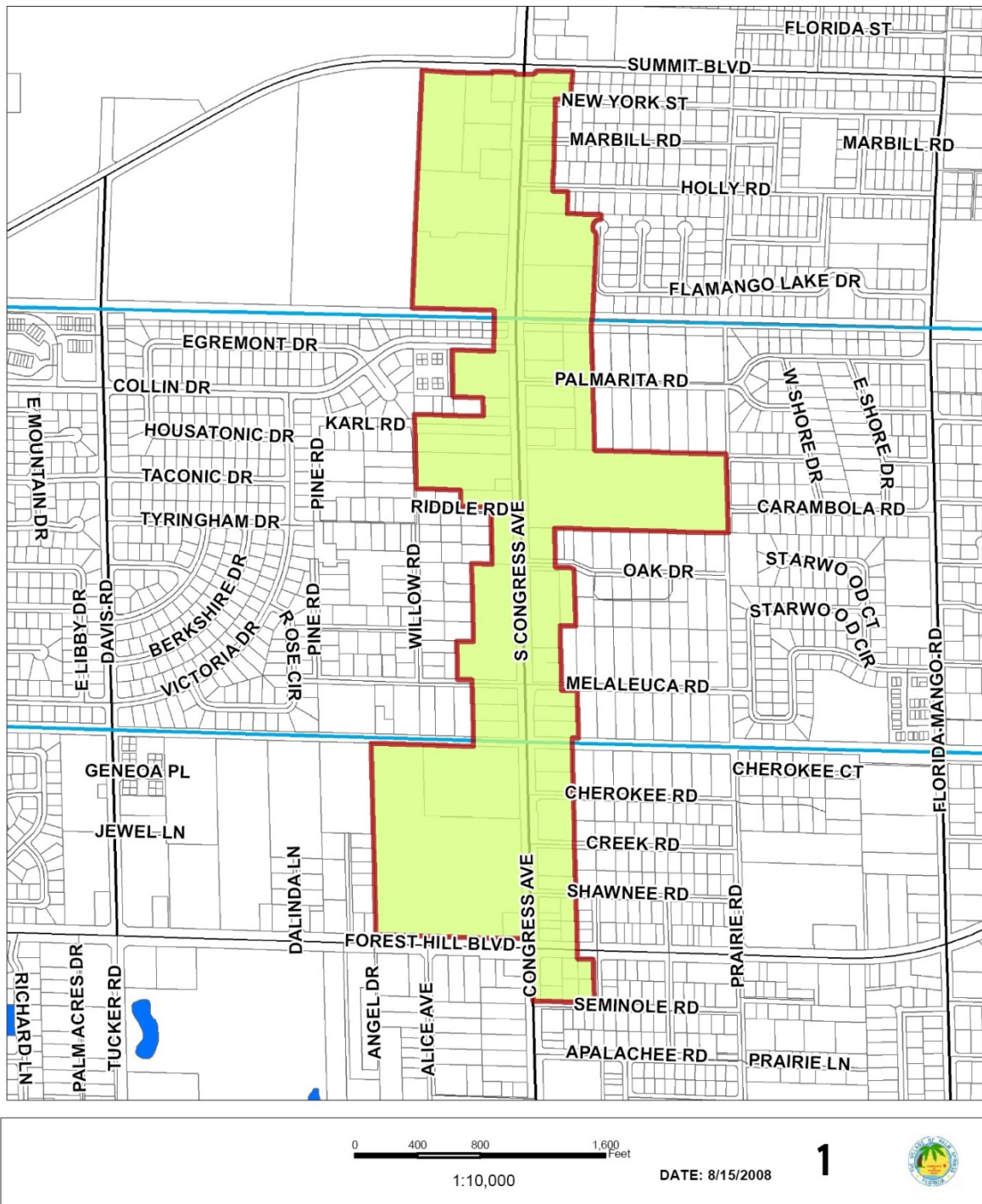


FIG 1A

VILLAGE OF PALM SPRINGS

Military Trail URA & TCEA Boundary

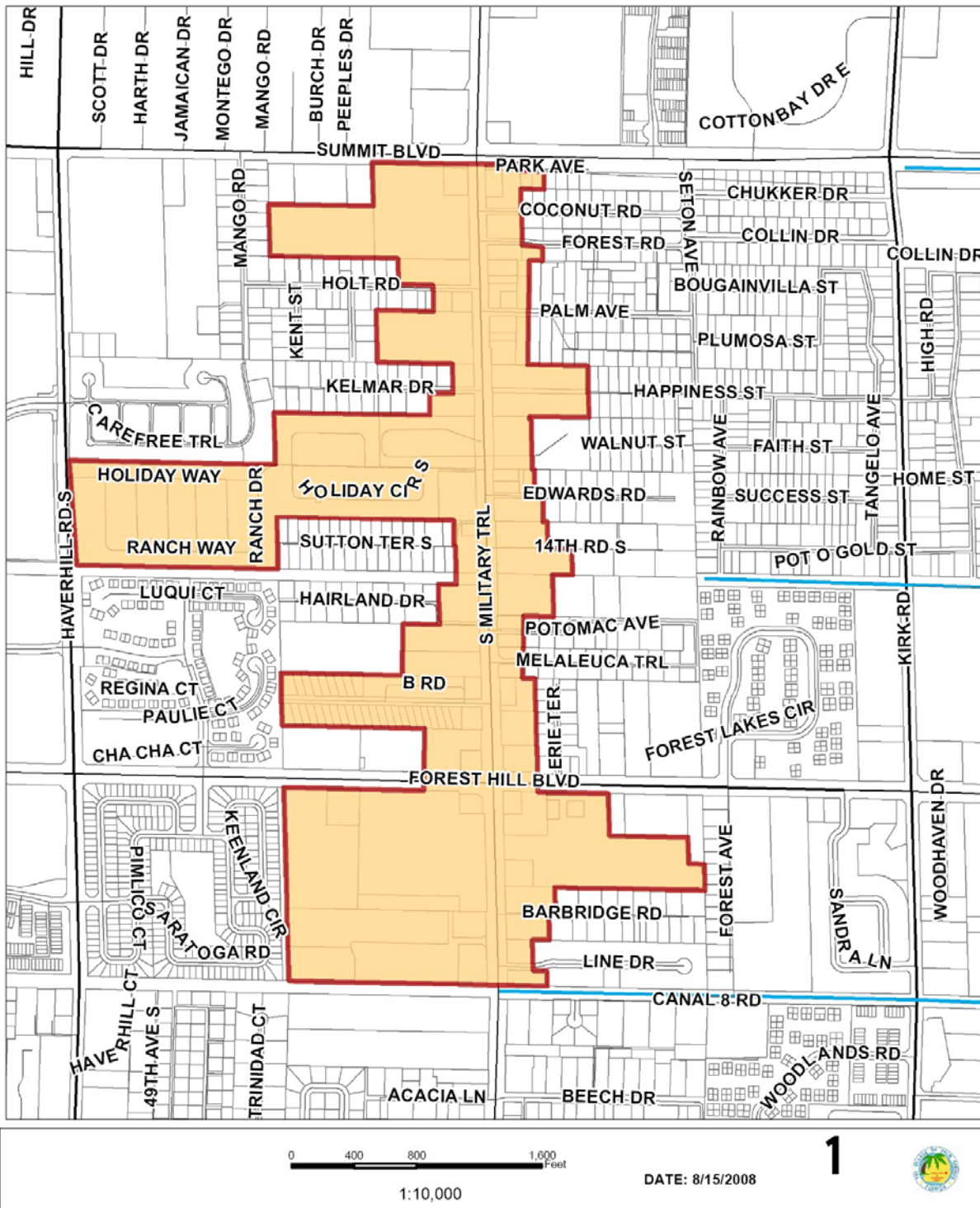


FIG 1B

VILLAGE OF PALM SPRINGS

Municipal Limits Within Congress Avenue URA

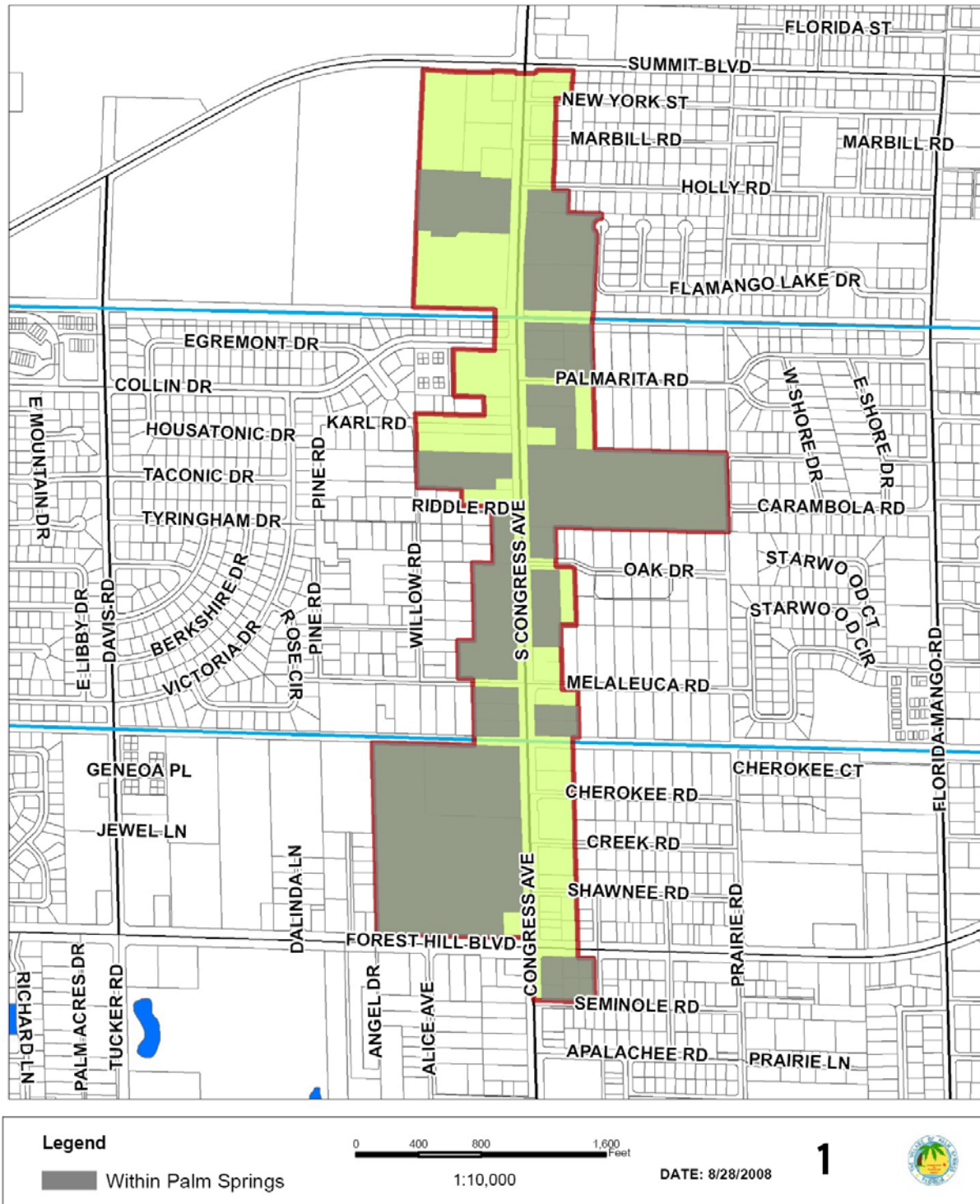


FIG 1C

VILLAGE OF PALM SPRINGS

Municipal Limits Within Military Trail URA

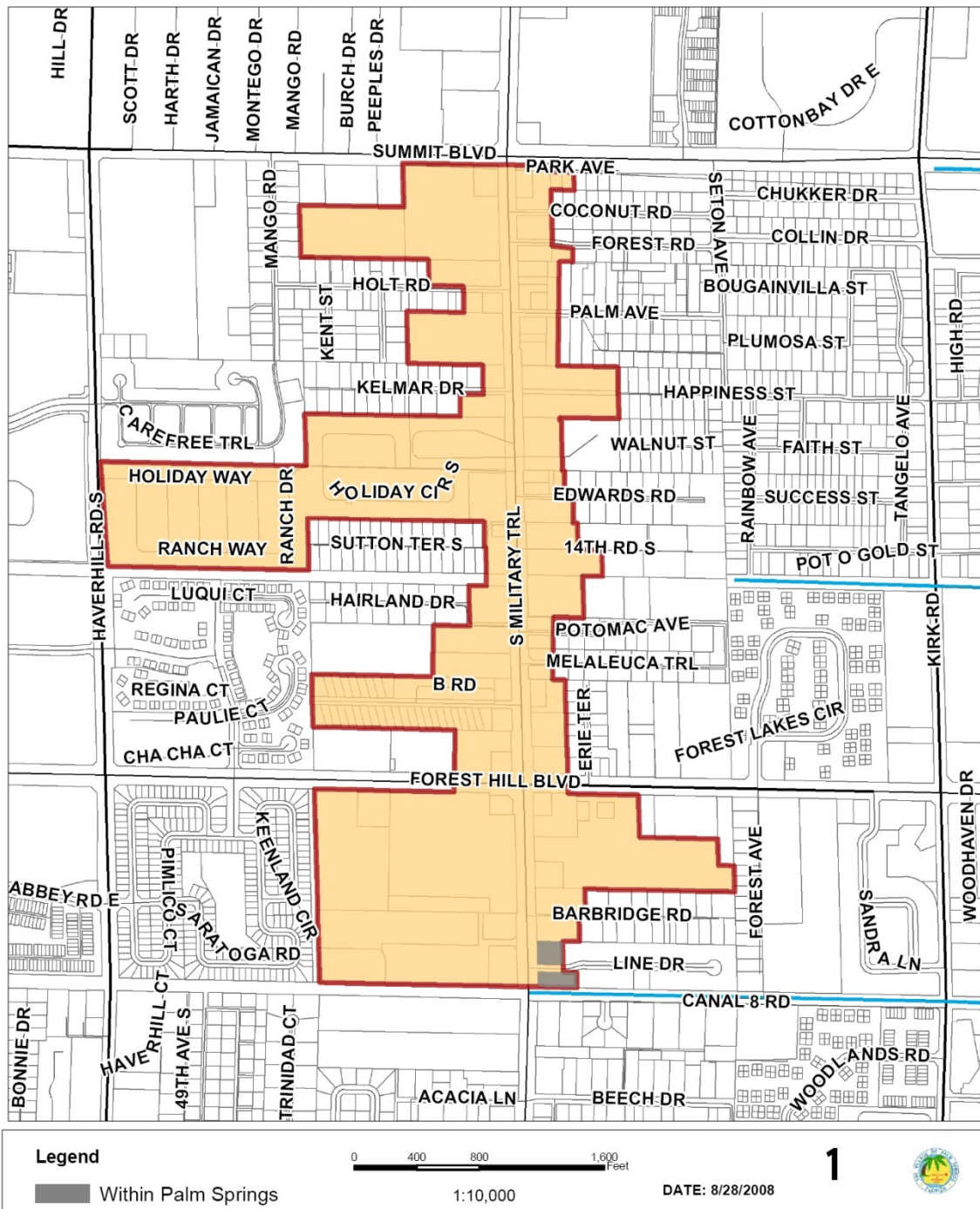


FIG 1D

Chapter III
Housing Element
Goal, Objectives, and Policies

- Goal:** “Safe, sanitary, affordable and otherwise adequate housing, satisfying the needs of the residents of the Village.”
- Objective A:** Maintain the current quality of existing neighborhoods and to assure that new construction attains the same high quality by enforcing Village Land Development Regulations.
- Policy A.1:** Continue with strict enforcement of the **Standard Building Code** and **Standard Housing Code**, and adopt updated additions of these Codes as they become available to assure new building materials and techniques are allowed within the Village in order to reduce construction costs.
- Policy A.2:** Maintain and update other land development ordinances, as necessary, to assure that quality of residential neighborhoods is maintained.
- Policy A.3:** Support and develop incentives for home improvements, especially in the older areas of the Village, by considering the need to define and establish an historic district at the time of each Comprehensive Development Plan update.
- Policy A.4:** By continuing to implement Village Land Development Regulations, require land developers to coordinate with the Village during the design and completion of residential developments to assure that housing characteristics of the Village are maintained.
- Policy 5.A:** At the time of each Comprehensive Development Plan update, consider the need for the designation of historically significant housing as a means of maintaining the condition and quality of the housing stock. The need for the establishment of standards for the identification and improvement of historically significant housing shall be considered at that time.
- Objective B:** To provide for the availability of quality housing to accommodate projected population growth during the 1996-2006 period.
- Policy B.1:** The Village continues to pursue avenues through its Land Development Regulations to facilitate lower housing costs by reducing the minimum unit size in multi-family units to accommodate studio or efficiency apartments.

- Policy B.2:* Provide the opportunity for a choice of housing types in residential environments by implementing the Future Land Use Plan.
- Policy B.3:* Encourage the provision of sound housing for the elderly and handicapped individuals within the Village.
- Policy B.4:* Continue to participate within the Community Development Block Grant Program and associated activities.
- Objective C:*** Require residential development consistent with the capabilities of community facilities and services.
- Policy C.1:* Require that residential development is phased consistent with the availability of urban facilities and services (e.g., utilities, transportation, etc.) in order to minimize untimely and undue burden upon the Village tax base.
- Policy C.2:* Require construction sites use Best Management Practices to be used by all projects fronting a canal as a means of reducing the potential for surface water pollution.
- Policy C.3:* The Village will continue to monitor controls which keep traffic, generated by the commercial areas, from directly accessing residential streets.
- Objective D:*** To maintain current standard housing conditions in the Village and prevent the occurrence of substandard conditions.
- Policy D.1:* The designated Housing Official will continue to enforce housing code regulations and requirements, and will continue to establish administrative procedures.
- Policy D.2:* Establish the following definitions of housing conditions:
- Standard Condition - A residential structure meeting all minimum standards for basic equipment and facilities, as set forth in the most recently adopted **Standard House Code**.
- Substandard Condition - A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in the most recently adopted **Standard Housing Code**, as determined by the Housing Official, where the costs of rehabilitation, renovation or code compliance are valued at less than fifty percent (50%) of the total value of the structure.

In Need of Replacement - A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in the most recently adopted **Standard Housing Code**, as determined by the Housing Official, where the costs of rehabilitation, renovation or code compliance are valued at greater than fifty percent (50%) of the total value of the structure.

Objective E: Identify residential structures in need of rehabilitation or demolition.

Policy E.1: Perform annual windshield inspections of the Village housing stock and use the definitions of *Standard*, *Substandard*, and *In Need of Replacement* as criteria to determine which residential structures should be rehabilitated or demolished.

Policy E.2: Assist any efforts on the part of the Village residents to upgrade neighborhood housing conditions by providing code enforcement assistance.

Policy E.3: At the time of each required Comprehensive Development Plan update, identify historically significant housing and consider the need to designate any housing structures as locally historically significant and in need of special consideration under the Standard Housing Code.

Objective F: To provide specialized housing opportunities for low and moderate income housing, and for the elderly, day-care, handicapped or displaced residents.

Policy F.1: Continue to require, through the land development approval process, that developers coordinate with the Village during the design and completion of residential developments to assure that the Village characteristics are maintained, and any special housing needs are accommodated.

Policy F.2: Continue to require a broad range of housing types in residential areas consistent with the **Future Land Use Element**.

Policy F.3: Prior to issuing any development order, the Village shall require that reasonably located, standard housing, at affordable cost, is available to persons displaced through public action prior to their displacement.

Policy F.4: As an alternative housing type, the Village shall allow manufactured homes as strictly defined by State law in the RM and RS - Zoning District only, as a means of reducing housing costs for low and moderate income families.

- Policy F.5:* Mobile homes within Mobile Home Parks shall be allowed in the RM Zoning District as a means to assist low and moderate income household in addressing affordable housing.
- Policy F.6:* The Village shall assist in the location of suitable sites for public or private projects to benefit residents in the very- low to moderate income range.
- Policy F.7:* The Village shall encourage opportunities for affordable housing through grants and special programs,
- Policy F.8:* The Village will assist persons in the very-low to moderate income ranges in locating affordable housing.
- Policy F.9:* Low and moderate income housing shall be located in close proximity to current employment centers. The principles guiding the location of affordable housing will be consistent with the traffic patterns of the Village and the overall **Future Land Use Element**.
- Objective G:*** By 1999, the Village shall amend its land development regulations to provide design standards for mobile home developments. In order to promote a consistent pattern of residential land uses and protect property values within the Village, mobile homes will be allowed in specified residential categories in mobile home developments which may include parks and subdivisions.
- Policy G.1:* Mobile home developments will be designed in order to provide sufficient open space below structures and buffering from arterial roads which may adversely effect the health, safety, and welfare of residents.
- Objective H:*** To provide for the location of group or foster care facilities licensed by the Florida Department of Health and Rehabilitative Services in a manner consistent with the character of existing residential neighborhoods and State enabling legislation. Additionally, Adult Congregate Living Facilities (ACLF's) shall be allowed in the RS Zoning District.
- Policy H.1:* The Village shall review, and include the allowance for different classes of group homes and foster care facilities in residential neighborhoods consistent with State enabling legislation.
- Policy H.2:* The Building Official shall monitor the development and distribution of group homes and foster care facilities to insure that adequate infrastructure is provided and that over- concentration (i.e., as defined by State Statute), in any residential area is avoided.
- Policy H.3:* Continue to rely on the private sector delivery process as the means for

providing one-hundred percent (100%) of the housing to accommodate Village residents until such time that it is demonstrated that alternative housing implementation programs are necessary.

Policy H.4: The Village, at the time of each Comprehensive Development Plan update, shall assess the capabilities of the private sector to provide for the housing means of Village residents. If it is determined by the Village that the private sector delivery process is not adequately functioning, in terms of meeting the housing needs of residents, alternative mechanisms, including government and non-profit sector participation, shall be considered, including the use of available Federal, State and local assistance programs.

Policy H.5: Continue to provide information and technical assistance to the private sector regarding the village land development approval process as a means of expediting the development of housing and minimizing costs associated with the procurement of development orders.

Objective J: Monitor and protect housing construction from adverse environmental degradation, and which is concurrent with the provision of necessary urban services.

Policy J.1: The Village shall continue to require housing construction that is compatible with the existing natural resources and service capabilities as defined in the **Transportation and Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Ground Water Aquifer Recharge Elements**, and which do not adversely impact environmental features.

Objective K: The Village shall establish green building requirements and standards for new development and redevelopment projects, and will work to provide incentives for green building practices and remove barriers that impede the use.

Policy K.1: By June, 2011, the Village shall coordinate with the Palm Beach County Task Force on Environmental Sustainability and Conservation to establish a community action plan to establish specific policies and standards to increase energy efficiency in new developments.

Policy K.2: The Village shall support the use of green building practices by:

- Providing all available information, marketing, training, and technical assistance about green building practices;
- Establishing guidelines for green building practices in residential and commercial development; and

- Providing financial incentives, including reduction in development fees, administrative fees, and expedited permit processing for projects that use green building practices.

Policy K.3:

By December, 2011, the Village shall revise its land Development Code to require that new development and redevelopment projects for both residential and commercial buildings incorporate green building methods and techniques to qualify for the equivalent of a current Leadership in Energy and Environmental Design (LEED) certified rating, GreenPoints, or other equivalent rating system, provided that these regulations do not impose excessive costs or other burdens upon developers, building owners, or occupants.

Chapter IV
Infrastructure Element
(Sanitary Sewer, Solid Waste, Drainage, Potable Water
and Natural Groundwater Aquifer Recharge)
Goal, Objectives and Policies

- Goal:*** "An efficient and effective System of Village owned public utilities that are operated and maintained in accordance with accepted levels of service, which promote orderly urban growth; and providing for the general health, safety and welfare of the Village residents, as well as, the Village's designated service area."
- Objective A:*** Ensure through the land development approval process that, at the time a building permit is issued, adequate public facility capacity is available or will be available at the time of occupancy.
- Policy A.1:*** All Goals, Objectives and Policies applicable to potable water are located in the Potable Water Sub-Element within this Infrastructure Element.
- Policy A.2:*** The Public Works Department shall maintain a current record of the level of service for sanitary sewer, solid waste and drainage. The concurrency test for facilities and services will be determined by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity will be determined by adding together any capacity demands committed through concurrency reservations for building permits approved prior to and subsequent to the adoption of the Comprehensive Plan but not receiving services and existing services being delivered. Subtract that total from the design capacity of the facility; the remainder is the capacity available to serve the new development project.
- Policy A.3:*** Public facility Level of Service standards as displayed on Table 2 are hereby adopted, and shall be used as the basis for estimating the availability of capacity and demand generated by a proposed development project.

TABLE 2
VILLAGE OF PALM SPRINGS PUBLIC FACILITY CONCURRENCY
MANAGEMENT SYSTEM

PUBLIC FACILITY	LEVEL OF SERVICE STANDARD
Sanitary Sewer	Average Daily Sewage Generation Rate Residential: Single Family 350 gallons/day/dwelling unit Multiple Family 250 gallons/day/dwelling unit Non-Residential: 0.20 gallons/acre/day
Solid Waste	Average Generation Rate Garbage: 4.92 lbs./capita/day Trash: 1.75 lbs/capita/day
Drainage	Design Storm: Three (3) year frequency, 24-hour (one day duration; rainfall intensity curve as established by the South Florida Water Management District).
<i>Policy A.4:</i>	All development and/or redevelopment activities shall be reviewed in a manner consistent with adopted Level of Service standards as part of the site plan review and land development process.
<i>Policy A.5:</i>	The Public Works Department shall, in cooperation with the public utility service providers update facility demand and capacity information, as development permits are issued.
<i>Policy A.6:</i>	Prohibit the installation of additional septic tank systems, and require all new developments be served by the central wastewater system. Require all new developments to be served by central water systems.
<i>Policy A.7:</i>	Prohibit the installation of individual wells in proximity to the one (1) foot drawdown contour (Zone 3), as defined by Palm Beach County Wellfield Protection Program.

**Potable Water Sub-Element
Goal, Objectives and Policies**

Goal: “Protect the health, safety and welfare of the public while preserving a high-quality potable water supply for current and future use that complies with regulatory requirements.”

Objective B: ***Potable Water Facilities and Level of Services:***
Continue to preserve the potable water supply as resource, both in quantity and quality by maximizing the use of existing facilities, correcting facility deficiencies and enhancing the ability to meet or exceed adopted Level of Service Standards during the ten year planning period applicable to the Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025)..

Policy B.1: It will be necessary to coordinate land uses and future land use changes with the availability of water supplies and the water supply facilities.

Policy B.1.1: During the building permit stage, water supply concurrency must be met.

Policy B.1.2: The sharing and updating of information to meet ongoing water supply needs and establishing LOS standards shall occur through coordination between SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, Green Acres and Atlantis.

Policy B.2: Based on historic data and projected growth patterns, the Village shall adopt and impose the following LOS standards for potable water as the basis for determining the availability of facility capacity and planning for demand to be generated by development.

Policy B.2.1: The LOS standards for residential users will be:

A. 82 GPCD (GALLONS PER CAPITA/DAILY) LOS shall be utilized for that area served by the VPSUD; however, it is understood that 110 GPCD is the average set by the SFWMD for the area.

B. 115 GPCD LOS shall be utilized for that area served by the PBCWUD; however, it is understood that 110 GPCD is the average set by the SFWMD for the area.

Policy B.2.2: The LOS standards for additional water supply measures are:
A. A minimum pressure of 20 pounds per square inch shall be maintained.

B. 25% of the maximum daily flow + fire demand (120 min. x 1,000 gpm) shall be maintained in storage capacity.

Policy B.3: Require all new developments to be served by central water systems.

Policy B.4: With any addition to the Village of Palm Springs' service area, the Village shall redefine their service area boundaries by Ordinance, as per provisions of Chapter 180, Florida Statutes, as amended.

Policy B.4.1: Coordination among SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, Green Acres, and Atlantis will occur should a change in service area occur or an annexation occurs in the Village.

Policy B.5: When the Village's potable water facility reaches 80% percent of the SFWMD CUP and/or FDEP permitted plant capacity, the Village shall consider revising the Capital Improvement Plans, initiate FDEP permit modifications or renewal procedures, or seek a modification to increase the allocation under the CUP.

Policy B.6: The Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025) adopted May 14, 2015 is incorporated herein by reference. The Village will continue to make appropriate changes to the Comprehensive Plan, LDC and other policies/regulations in order to implement the updated Water Supply Facilities Work Plan (2015-2025).

Policy B.7: The Village shall comply with the Water Supply Facilities Work Plan for the Village of Palm Springs(2015-2025) adopted May 14, 2015, which has been updated consistent with the SFWMD Lower East Coast Water Supply Plan.

Policy B.7.1: The Plan, at a minimum, shall identify new or proposed water supply facilities that are necessary to serve existing and new development through 2018.

Policy B.8: The Village's water system shall be maintained in a manner which meets or exceeds quality standards of regulatory agencies.

Policy B.8.1: The Village will coordinate with the SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, Green Acres and Atlantis to evaluate water consumption rates to ensure consistency with LOS and permitted amounts.

Policy B.9: Prohibit the installation of individual wells in proximity to the one (1) foot

drawdown contour (Zone 3), as defined by Palm Beach County Wellfield Protection Program.

Policy B.10: Maintain a monitoring program of existing well fields to assure that the quality of potable water drawn from Village wells does not threaten the general health and welfare of the community.

Policy B.11: Locate new well fields, as the need becomes evident, in areas where the groundwater supply is not threatened by potential pollution sources.

Policy B.12: The Village shall increase the number of wells to provide adequate capacities, as permitted by the South Florida Water Management District (SFWMD), to service new development activities and usage.

Policy B.13: Expand water treatment facilities to meet or exceed maximum day withdrawal from the raw water supply in accordance with the current water use permit.

Policy B.14: Increase water storage capacity consistent with water system expansions.

Policy B.15: As expansion to the water system occurs, loop distribution lines to maintain water quality in the lines and provide for more even water pressure.

Policy B.16: Assure that fire flow requirements are met as the water system is expanded.

Objective C: ***Aquifer Sustainability:*** Provide adequate potable water services to the service area while carefully considering aquifer water production limitations.

Policy C.1: In coordination with SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, Green Acres and Atlantis, the Village shall identify long-term water supply strategies that are consistent with applicable use permits and appropriate regional Water Supply Plans.

Policy C.2: The Village shall participate in the water supply planning process, which includes the SFWMD and pertinent government entities, with the intention of developing a regional water supply plan that ensures sufficient quantity and quality of potable water resources are available for future use without creating unacceptable implications on natural resources.

Policy C.3: Coordination with SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, Green Acres and Atlantis will be undertaken to evaluate opportunities for additional water supply sources

and recovery technologies when the Village considers new or expanded facilities.

Objective D: **Existing Facilities and Urban Sprawl:** Maximize the use of existing facilities, discourage urban sprawl and coordinate future expansion plans consistent with projected needs to accommodate development at the densities permitted in the Future Land Use Element of the Comprehensive Plan.

Policy D.1 Where appropriate, the Village shall require developers to submit a report for all LOS-based potable water systems expansion projects prior to issuance of a development order which demonstrates that development projects are consistent with **Objective D**.

Policy D.2 The Village shall allow development (based on the FLUM) only in areas that have sufficient existing or planned capacity for potable water facilities and where connection is available.

Objective E: **Water Conservation:** Actively participate in potable water conservation practices and programs on an ongoing, as well as, on an emergency basis.

Policy E.1: Promote the use of non-potable water for uses other than for human consumption as part of the site plan and land development review process when the health of the citizenry is not threatened, such as for irrigation at recreational and governmental sites.

Policy E.2: Maintain a Landscape Ordinance which requires the use of water- efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all new automatic irrigation systems and requires the conservation of water in irrigation by promoting the use of native vegetation and/or the SFWMD's Florida Friendly Landscaping practices when considering all proposals for development and/or redevelopment.

Policy E.2.1: The City will continue to enforce the SFWMD's lawn and landscape irrigation rule, which limits irrigation to three days per week (based on address) between the hours of 12 a.m. to 10 a.m. AND/OR 4 p.m. to 11:59 p.m. with some exceptions, as may be revised.

Policy E.3: Maintain regulatory codes, consistent with Section 553 of the Water Conservation Act, F.S., to promote the use of low volume fixtures and other water saving devices in both public facilities, as well as, in private use.

Policy E.4: The Village will promote and educate developers and the public regarding

the use of low impact development techniques such as the Florida Water StarSM program, which is a point based, new home certification program for water-efficient developments, similar to the Federal Energy Star program.

- Policy E.4.1: The Village shall issue no development orders or development permits without first consulting with the Village of Palm Springs Utilities Department and the Palm Beach County Water Utilities Department to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the Village of a certificate of occupancy or its functional equivalent. The Village will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its equivalent.
- Policy E.5: The Village shall implement and enforce Water Shortage Emergency Provisions, established under Chapter 40E-21, Florida Administrative Code, upon declaration of a water shortage emergency by the South Florida Water Management District.
- Policy E.6: A contingency plan shall be maintained for restricted use of the potable water supply in times when current supply is insufficient or inadequate.
- Policy E.7: In an effort to facilitate better water conservation management, the Village shall strive to reduce consumptive water use for the Village's water system by continuing graduated water use rates (Ordinance 2015-17), that establish a premium charge for potable water usage above the LOS standards developed in Policies B.2.1 and B.2.2.
- Policy E.7.1: The Village shall inform residents and businesses of, and shall encourage their participation in, the local and regional water conservation programs. These information and educational programs shall include the following types of efforts:
- a. Brochures and signage to be made available at Village Hall.
 - b. Pursuing funding through SFWMD Community education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
 - c. Inviting speakers for forums or workshops at Village Hall.
- Policy E.7.2: The Village shall continue a leak detection and repair program for all Village facilities. It shall also encourage its citizens to adopt such a program for their own individual properties.

Objective F: **Alternative Water Supplies:** When appropriate, the Village shall explore opportunities to use alternative water supplies as sources for future water needs.

Policy F.1: The Village shall utilize alternative water supply sources, if feasible, when improving or expanding the water system.

Policy F.2: The Village shall encourage other suppliers of potable water to the village to utilize alternative water supply sources, if feasible, when improving or expanding the water system that serves the Village.

Objective G: Continually coordinate with the City of West Palm Beach, the designated service agent for the "East Central" sub- regional system, during the five (5) year planning period, to continue to provide sanitary sewer treatment facilities and services to meet existing and projected future wastewater demands for the sub-region with continued transmission of the Village's wastewater to the regional facility through Interlocal Agreements with both Palm Beach County and the City of Lake Worth.

Policy G.1: Require a high level of service for the residents of the Village by the utility service agent that is consistent with the Interlocal Agreements with Palm Beach County and the City of Lake Worth.

Policy G.2: Ensure constant monitoring of rate structures so that the lowest possible cost results to the Village ratepayer. The Village should perform a rate structure study, as appropriate.

Policy G.3: Maintain a high level of coordination between the Village and the utility service agent that is consistent with terms and conditions of the Interlocal Agreements.

Policy G.4: Continue participation in the "East Central" sub-region through sub-agreements for the Collection and transmission of wastewater with the City of Lake Worth and Palm Beach County.

Policy G.5: The Village staff shall study and explore the legal and management alternatives available to the village to facilitate its efficient service to the unincorporated portion of their service area.

Objective H: Continue to provide a central wastewater collection system to the citizens of the Palm Springs' service area during the five (5) year planning period.

Policy H.1: Maintain and update the Village's wastewater master plan within the

five (5) year planning period as a guide to economically program necessary improvements to the wastewater collection system.

Policy H.2: Update and expand, as necessary, Village development regulations to require the construction of wastewater facilities that are in conformance with standards set forth by the Village at the developer's cost.

Policy H.3: The Village shall continue as the service agent for the maintenance and operation of the wastewater collection system within the Palm Springs' service area.

Objective I: The Village of Palm Springs shall continue to provide drainage services during the five (5) year planning period to meet existing and future demand in order to prevent or minimize flood hazards.

Policy I.1: Provide a proper mix of surface and subterranean drainage facilities which will effectively receive and direct stormwater runoff. This provision shall be maintained in the site plan review procedures of the Palm Springs' Land Development Code Ordinance.

Policy I.2: Improve existing stormwater drainage facilities where needed, especially in special flood hazard areas surrounding the lakes within the Village consistent with the Five (5) Year Schedule of Improvements.

Policy I.3: Ensure adequate stormwater drainage is provided in proposed developments by requiring developers to be responsible for providing the necessary drainage facilities. This provision shall be made in the site plan review procedures of the Palm Springs' Comprehensive Zoning Ordinance.

Policy I.4: Continue to update and maintain land development regulations which provide for adequate drainage facilities in conformance with the allowable stormwater discharge criteria established by the South Florida Water Management District, and which discharge criteria established by the South Florida Water Management District, and which address minimizing pollution into the lakes and canals in the Village.

Policy I.5: Continually maintain close liaison and coordination with the Lake Worth Drainage District to assure that the Village has input into the District's Plan of Reclamation during the five (5) year planning period.

Policy I.6: Require appropriate land uses in flood prone areas, as per the requirements of the Village Flood Damage Protection Ordinance and Building Code.

- Policy I.7:* Provide for periodic review and updating of drainage plans and annual drainage programs of maintenance and improvement, as part of the annual budgetary process.
- Policy I.8:* Establish a routine maintenance program for all catch basins and conduits within the Village.
- Objective J:** Maintain stormwater drainage regulations within the Subdivision Regulations Ordinance that protect natural drainage features and ensure that future development utilizes stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.
- Policy J.1:* As part of the site plan review process, the Village should require that post-development runoff rates, volumes and pollutant loads be the same as predevelopment conditions and preserve existing natural drainage features by utilizing South Florida Water Management District's techniques.
- Policy J.2:* Protect and preserve water quality by use of construction site Best Management Practices (BMP's) and the incorporation of techniques such as on-site retention, use of pervious surfaces and native vegetation when considering proposals for land development and/or redevelopment.
- Policy J.3:* Protect water quality with development review and regulations which encourage eighty-five percent (85%) on-site retention of stormwater runoff and maintains open space and ground cover for maximum infiltration and percolation of stormwater by revising appropriate regulations within one (1) year from submittal of this Plan.
- Policy J.4:* Enforce existing subdivision regulations which protect natural vegetation in order to reduce erosion and minimize runoff pollution.
- Policy J.5:* Protect environmentally sensitive areas by controlling adjacent land uses by Interlocal Agreements or acquisition, if necessary,
- Objective K:** Continue to provide solid waste collection service during the five (5) year planning period to meet existing and future demands in a responsive and cost effective manner.
- Policy K.1:* The Village shall maintain a public information service in order to keep the citizenry aware of collection schedules and placement of refuse containers.

- Policy K.2:* In an effort to reduce costs of a high solid waste generation area as Palm Springs, the Village shall request the Solid Waste Authority of Palm Beach County to assist the Village in analyzing the efficiency of collection routes when they are questioned.
- Policy K.3:* Village management should be in regular communication with the private hauler serving the Village to coordinate the collection of solid wastes from apartments and commercial establishments that presently utilize private haulers in an effort to assure adequate and uninterrupted collection service.
- Policy K.4:* In order to assure continued service to areas that are served by private haulers, the Village shall maintain a liaison with private haulers to transfer complaints and to offer information to residents regarding collection and disposal of all solid waste.
- Policy K.5:* The Village shall maintain a regular service program of all vehicles and equipment used in the collection service in order to minimize breakdown, which may result in interruptions to service schedules.
- Objective L:*** The Palm Beach County Solid Waste Authority shall continue to provide solid waste disposal services during the five (5) Year Planning Period to the Village of Palm Springs to meet existing and projected future demands.
- Policy L.1:* Maintain the liaison and communication between the Village Manager and the Solid Waste Authority, and its Executive Director in order to ensure the Village's input to the management of established landfill sites and the purchase/development of any future landfill sites, or other alternative manner of solid waste disposal.
- Policy L.2:* Expand the Village's resource recovery program of paper collection to the collection of other items such as aluminum, plastics and glass that is consistent with Countywide resource recovery program goals when the Countywide program becomes available.
- Policy L.3:* The Village Manager shall maintain a liaison and communication with the Solid Waste Authority and its Executive Director to ensure input to developing collection techniques and methods for separation of solid waste materials, and other collection/disposal of a Countywide or regional concern.
- Policy L.4:* The Village shall continue monitoring construction sites to assure that solid wastes generated from construction activities on-site is disposed of in a proper and timely manner.

Objective M: To maintain a five (5) year schedule of capital improvements needs to be updated annually, in conformance with the **Capital Improvements Element**. Capital improvements needs are defined as: (1) those improvements necessary to correct existing deficiencies in order to maximize the use of existing facilities; or (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.

Policy M.1: Existing deficiencies will be addressed by undertaking the following activities:

Sanitary Sewer - Several existing deficiencies have been identified with the "East Central" sub-regional system by the City of West Palm Beach, utility service agent; however, it is concluded that none of the deficiencies have resulted from any activities within the Village limits, nor are the deficiencies of a nature that can be addressed solely by the Village. As a result, Village action is limited to participation of the Village Manager and Utilities Director in the development of cooperative solutions under the direction of the City of West Palm Beach, City of Lake Worth and Palm Beach County, with the Village concentrations on meeting the future wastewater collection requirements within the Village's service area.

Solid Waste - The Village shall continue its program of collecting oil, paint and other household toxic wastes and shall also, request the Palm Beach County Solid Waste Authority, for refuse separation within the Village.

Drainage - Implement and update, within the five (5) year planning period, improvements to the existing drainage system in the Village. Also, continue the program of annual inspections, as a means of monitoring the efficiency of the system. Furthermore, assess the results of the annual program every five (5) years to determine whether or not corrective action is needed.

Stormwater Permits – Meet the requirements of the Village's portions of the Municipal Separate Storm Sewer System (MSA) permit.

Groundwater Recharge - Participate, through the occupational license procedure, with Palm Beach County to identify and regulate any uses from potentially polluting the Village's potable water well fields.

Policy M.2: The Village shall continue to evaluate and rank capital improvement projects proposed for inclusion in the five (5) year schedule of needs.

Policy M.3: Guidelines shall be developed to evaluate and rank proposed capital improvement projects with the following provided as suggested priority levels:

Level One - whether the project is needed to protect public health and safety in order to fulfill the Village's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.

Level Two - whether the project increases the efficiency of use of existing facilities, prevents or reduces future improvement costs, provides services to developed areas currently lacking full service, or promotes in-fill development.

Level Three - whether the project represents a logical extension of facilities and services within a designated Village Planning Area.

Objective N: Discourage urban sprawl in order to achieve a compact urban form. Measures to accomplish this objective shall include concurrency management requirements and site development regulations such as access management, intensity, and density limitations consistent with this Plan.

Policy N.1: All land uses that have been developed or approved for development within the Village must be adequately served by existing public utilities and services before the Village may approve any new development, redevelopment, or annexations that would require use of these utilities and services. These utilities and services shall include the following for which the Village has set a Level of Service Standard, including:

Water facilities
Sewer facilities
Drainage facilities
Roadways
Recreational facilities

Policy N.2: The Village shall direct urban growth to areas which can be served efficiently by public services and facilities in conformance with local land development regulations and the Village's five-year plan for capital improvements to discourage the proliferation of urban sprawl.

Policy N.3: No land use approval for new development, redevelopment or annexation shall cause facilities or services to fall below adopted local Level of Service Standards, as contained in the Capital Improvements Element of this Comprehensive Plan. Public facilities and services necessary to serve the proposed development, redevelopment, or annexation must be available, at the adopted local levels of service, concurrent with the impacts of development.

Policy N.4: All development shall be compatible with and complementary to surrounding land uses and shall not negatively affect existing approved activities.

Chapter V

Conservation Element

Goal, Objectives, and Policies

- Goal:** "A quality environment which protects, conserves and enhances the natural resources of the Village, and which is compatible with the development of Palm Springs."
- Objective A:** Protect and maintain a level of air quality which, as a minimum, complies with federal, state, and regional pollution control standards.
- Policy A.1:** Ensure that all existing and new development, as well as, facilities that emit gases or other substances which may degrade the environment, comply with applicable air quality standards. (As documented in PL 88-206).
- Policy A.2:** Adjust local codes and ordinances as necessary, to reflect current air quality standards as these become available.
- Policy A.3:** Support the efforts of local pollution control agencies to monitor air quality in the Village and coordinate and cooperate with these agencies in order to assure appropriate local input.
- Policy A.4:** Support the efforts of the Palm Beach County Metropolitan Planning Organization in the reduction of pollution resulting from vehicular movements.
- Policy A.5:** Continue to restrict and prohibit the open burning of trash, garbage, debris from land clearing and other identified matter within the Village.
- Objective B:** Protect and maintain Class III waters at a water quality suitable for limited water sports activities and for the management and propagation of fish and wildlife.
- Policy B.1:** Ensure that any development and subsequent use in or effecting Lake Bonita, Lake Palmarito, Lake Sago and other lakes and water features within the Village does not degrade water quality below approved standards (as documented in Chapter 17-3, Florida Administrative Code), by designating the lakes and canals as conservation uses and by requiring developers and landowners to provide such evidence as part of the site plan review and land development process.
- Policy B.2:** Strive to minimize direct or indirect stormwater runoff that may degrade the quality of water through coordination with Lake Worth Drainage District and South Florida Water Management District, through strict review of drainage plans as part of the site plan and land development process.
- Policy B.3:** Coordinate with the Palm Beach County Health Department/Palm Beach County Environmental Resource Department in monitoring Class III waters in order to constantly assess water quality and prevent degradation.

- Policy B.4:** Limit water-related recreational activities within the Village lakes, in order to assure that water quality is not adversely affected, through enforcement of local codes and ordinances that already exist.
- Objective C:** To protect and conserve potable water supplies, consistent with the Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025), adopted May 14, 2015, which is incorporated herein by reference.
- Policy C.1:** Maintain water conservation techniques and programs in cooperation with the South Florida Water Management District and other appropriate agencies such as use of low volume plumbing fixtures, wastewater re-use, dual conveyance, gray water, and others, through local regulation in order to promote a low per capita consumption of potable water.
- Policy C.1.1:** The Village shall inform residents and businesses of, and shall encourage their participation in, the local and regional water conservation programs. These information and educational programs shall include the following types of efforts:
- a. brochures and signage to be made available at Village Hall;
 - b. pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
 - c. Inviting speakers for forums or workshops at Village Hall.
- Policy C.1.2:** The Village shall maintain a leak detection and repair program for all Village facilities. It shall also encourage its citizens to adopt such a program for their own individual properties.
- Policy C.1.3:** The Village will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.
- Policy C.1.4:** The Village shall coordinate local water conservation education efforts with the SFWMD and the Palm Beach County School Board.
- Policy C.2:** Continue to cooperate with the South Florida Water Management District in the conservation of potable water supplies during periods of drought, declared water shortages, or water shortage emergencies by supporting and participating in the District's Water Shortage Plan.
- Policy C.3:** Coordinate with the Palm Beach County Environmental Resource Department with their Wellfield Protection Program. This program includes the review, identification and location of cones of influence around the wellfields in Palm Springs, and then protect and restrict land use activities in identified areas known to adversely affect the quality and quantity of potable

water sources. The site plan review procedures in the Palm Springs' Land Development Code shall require the location of cones of influence to be depicted on site plans.

- Policy C.3.1:* At a minimum, wellfield protection will be consistent with FDEP wellhead protection Rule 62-521, FAC; however, intergovernmental coordination with FDEP, SFWMD and other pertinent agencies will be pursued.
- Policy C.4:* Promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the SFWMD water use restrictions and ensure that low water use plumbing fixtures are used in all new buildings or in conjunction with permitted renovations in accordance with Florida Water Conservation Act, Section 553.14, Florida Statutes, as may be amended.
- Policy C.5:* The Village shall develop a public education program which will discourage waste and conserve water.
- Policy C.6:* In coordination with SFWMD, the Village shall maintain appropriate landscape water conservation measures; establish requirements in the LDC and further encourage or require, where appropriate, but not to the exclusion of non-native plantings, the use of native and drought tolerant plants and the use of low volume irrigation.
- Policy C.7:* The Village's potable water distribution system shall be monitored and unaccounted water loss within the system should be reduced and maintained to less than ten percent (10%) of the water entering the system.
- Policy C.8:* The Village will ensure that any new regulation to protect water resources is consistent with SFWMD's environmental resource permitting and consumptive use permitting rules.
- Policy C.9:* The Village shall coordinate local water conservation education efforts with the South Florida Water Management District and other appropriate entities.
- Policy C.10:* The Village shall inform residents and businesses of, and shall encourage their participation in, the Village's, the County's and South Florida Water Management District's water conservation programs. These information and educational programs shall include the following types of efforts:
- a. Brochure and signage to be made available at the Village Hall;
 - b. pursuing funding through the South Florida Water Management District's Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and

c. Inviting speaker for forums or workshops at the Village Hall.

Policy C.11: The Village shall enforce alternate means and incentives to conserve water such as low flow plumbing fixture programs, irrigation meters, reuse of stormwater, surface water pumps and the identification of other alternative water supplies.

Objective D: Protect and maintain soils and native vegetative communities in Palm Springs.

Policy D.1: Continue to review development plans, as part of the site plan review process, for compatibility with and protection of the natural environmental characteristics and habitats existing within the Village. The protection of resources and habitats shall be provided for in the landscape regulation of the Palm Springs' Land Development Code.

Policy D.2: Continue to require the preservation and priority use of native vegetation within the Village by maintaining such provisions into the landscape requirements of the Palm Springs' Comprehensive Zoning Ordinance. Also, require the removal of undesirable exotic species by these regulations.

Policy D.3: Any construction, expansion or modification to the lakes and canals within the Village shall consider water and habitat enhancement features that are conducive to shoreline vegetation and to the stabilization of shores and grounds adjacent to such surface water bodies to help alleviate potential erosion and degradation of shorelines. This shall be clearly demonstrated by the developer or landowner, as part of the site plan review and land development process; and it shall be subject to approval by the Village Engineer.

Policy D.4: The Village shall work cooperatively with property owners to develop erosion control plans where areas experience erosion of shorelines or banks.

Objective E: Conserve and protect fish and wildlife habitats.

Policy E.1: Enforce the provisions and regulations contained within Chapter 91: Animals in the Palm Springs' Code of Ordinances and maintain the designation of the entire Village as a Bird and Wildlife Sanctuary.

Policy E.2: Protect and manage the lakes and canals in Palm Springs in a manner suitable for fish and wildlife propagation, by requesting the appropriate environmental agency in Palm Beach County to monitor the water quality in these water bodies.

Policy E.3: Utilize the services of the State Game and Fresh Water Fish Commission, if stocking of the lakes with fish is deemed desirable.

Objective F: Ensure that land development and land use activities be compatible with environmental characteristics of the village and give consideration to conservation of potable water supplies.

- Policy F.1:* Cooperate with developers especially in the preliminary stages of development, and monitor development activity to ensure that environmental features are not degraded or depleted, by establishing a preliminary application provision in the site plan review process, and make such provisions in the Palm Springs' Land Development Code.
- Policy F.2:* The Village shall coordinate closely with the Palm Beach County Environmental Control officer to assure that state and/or countywide environmental protection regulations are enforced, by requesting his review on projects that require such review as determined by the Village.
- Policy F.3:* Maintain, update and enforce subdivision regulations so that development is planned in accordance with natural characteristics of the land such as slope, elevation, drainage patterns and natural vegetation.
- Policy F.4:* Preserve or restore, where possible, the natural vegetation as permanent open space buffer zones. Require this as part of the landscape provisions and incorporate them into the Palm Springs' Comprehensive Zoning Ordinance.
- Policy F.5:* Conserve the lakes and canals within the Village as Class III waters and designate these surface water bodies as conservation uses on the Future Land Use Map.
- Objective G:** The Village shall continue to regulate the management of hazardous wastes and materials.
- Policy G.1:* The Village shall continue to implement the Palm Beach County programs that regulates the storage and disposal of hazardous wastes and materials.
- Objective H:* The Village of Palm Springs shall consider implementing outreach and incentive programs to promote and improve energy efficiency in the community.
- Policy H.1:* The Village shall enforce standards within its 10-Year Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025), adopted May 14, 2015) to increase the use of recycled water.
- Policy H.2:* The Village shall organize events, workshops, and outreach programs to promote water conservation, waste reduction, and energy efficiency.

Chapter VI

Recreation and Open Space Element

Goal, Objectives and Policies

- Goal:** "A system of recreation and open space areas and facilities that encourages Village residents to interact with each other and which offers a variety of recreation programs and activities not only to its own residents, but to the surrounding areas, as well."
- Objective A:** Ensure that parks and recreation facilities are adequately and efficiently provided for at the time of development approval and as part of the development review process, which meet population growth and demand.
- Policy A.1:** Preserve existing recreational sites and reserve appropriate future land areas as may come available which meet future recreational needs of the Village.
- Policy A.2:** Expand the existing Municipal Recreation Complex as land and/or sites become available.
- Policy A.3:** Maintain Sago Park for passive recreational activities, or consider a trade or land use swap, to attain higher use recreational lands.
- Policy A.4:** Utilize Lake Bonita, Lake Palmarito and Sago Lake for water-oriented activities as local ordinances dictate, provided that water quality allows.
- Policy A.5:** Utilize a portion of the area across from Village Hall and north of the Library for potential expansion to the Recreation or Public Safety Department, while preserving the remainder of that area for recreation and open space purposes.
- Policy A.6** Adopt the following definitions and standards for "neighborhood" and "community parks"
- Neighborhood Parks - Small park areas usually in the range of five (5) acres in size which serve neighborhood type recreational needs. These parks generally provide playgrounds, small courts, and open space for use by all age groups. Small passive parks with walkways, benches and landscaping are also represented in this class serving an area of under 0.5 mile radius, a population up to 12,000 and providing for five (5) acres per 10,000 population.
- Community Parks - These are primarily active recreational areas usually over fifteen (15) acres in size that serve multi-neighborhood recreational needs. These parks are user-oriented with facilities such as playgrounds, lighted multipurpose courts and billfolds, recreation centers, and if size permits, picnic and passive areas. Community Parks should have a service area of 0.5 - 3.0 miles, serve a up to 25,000 people and provide for fifteen (15) acres per 10,000 population.

Policy A.7: Adopt the following standards for “active” and “passive” recreational activities:

Active - (User-Oriented):

Recreational Activity	Standard (Unit/Pop.)
Tennis	1 court/4,500
Basketball	1 court/4,500
L. L. Basketball	1 field/18,000
S. Basketball	1 field/18,000
Adult Softball	Softball field/18,000
Football/soccer	1 field/9,000
Exercise Trail	10 Station/15,000
Playground	1 area/4,500

Passive (Resource Oriented):

Recreation Activity	Standard (Unit/Pop.)
Picnicking	1 acre/9,000
Fishing	1 site/7,500
Bicycling	1 mile/7,500

Policy A.8: The population characteristics of the Village should be assessed annually as part of the budgetary process in the development and prioritization of recreation programs and activities.

Policy A.9: By June 2010, the Village shall inventory the accessible lake areas within the Village which can be used for water-oriented recreational activities and designate such areas as Recreation/Open Space on the Future Land Use Map.

Objective B: To define and protect open space areas within the Village, which are consistent with the Future Land Use Map.

Policy B.1: Adopt the following definition of Open Space areas, “Undeveloped areas suitable for passive recreation or conservation uses;” and incorporate said definition and standards into the Village of Palm Springs’ Comprehensive Zoning Ordinance.

Policy B.2: Lake Bonita, Lake Palmarito, Sago Lake, Lake Waterview, the lake of Springdale Townhouses development, and the Lake Worth Drainage District canals shall be designated as conservation uses to protect the environmental quality of these surface water bodies and to assure proper stormwater drainage within the Village.

Objective C: Continue to provide for public access to recreation and open space areas and facilities within Palm Springs.

Policy C.1: Maintain all road, sidewalk and parking areas within the Village and appropriate signage, where necessary, to direct the public to recreation and open space areas in Palm Springs.

- Objective D:** Ensure the adequate provision of parks, recreation and open space areas in Palm Springs through a strong public/private coordination interaction and relationship.
- Policy D.1:* Encourage, by the private sector, recreational opportunities be provided and continued by the apartments, condominiums and townhouse developments in the Village to supplement the public park and recreation area provided in Palm Springs by requiring new developments to provide land for recreational purposes, or a fee in lieu of land for these purposes.
- Policy D.2:* Continue to use the Village Recreation Board as a continual source of public input to recreation planning and encourage the use of private ad hoc committees, when necessary, to study specific recreation issues.
- Policy D.3:* Consider lease arrangements of private land to the Village for the development of recreational facilities as an alternative means of securing adequate recreational space for Village residents.
- Policy D.4:* Coordinate with Lake Worth Drainage District, the Palm Beach County School Board, local churches and other public agencies, as necessary, in the joint use of land areas for recreation, open space and conversation use purposes.
- Objective E:** Develop a wide range of recreational programs for all segments of the Village population as part of the annual budgetary process and on-going functions of the Recreation Board.
- Policy E.1:* Develop recreation programs and activities that cater to Village residents, needs, while encouraging general public participation sponsored programs as part of the on-going function of the Village Recreation Department and Board by developing alternative methods to monitor and assess community recreational needs.
- Policy E.2:* The cultural and civic needs of the community shall be assessed by the Recreation Department through appropriate means and alternatives developed by the Department that shall provide for adequate programs and facilities to accommodate these needs.
- Policy E.3:* Recreational opportunities for the handicapped shall be considered in future programs and other activities for therapeutic purposes should be addressed.

Chapter VII Intergovernmental Coordination Element Goal, Objectives, and Policies

- Goal 1:** "A network of intergovernmental coordination mechanisms that effectively and efficiently addresses issues and needs necessary to implement the Goals, Objectives, and Policies of this Comprehensive Development Plan and maintains the current character of the Village of Palm Springs."
- Objective A:** Maintain planning coordination with adjacent municipalities, Palm Beach County, the Palm Beach County School Board and current municipal service providers.
- Policy A.1:** Coordinate, as appropriate, with Lake Clarke Shores, Greenacres City, Atlantis, Palm Beach County, the Palm Beach County School Board, municipal service providers, the Metropolitan Planning Organization, Treasure Coast Regional Planning Council, South Florida Water Management District, and appropriate special districts regarding pending land use amendments or land development decisions within the Village and formally notify appropriate governments of pending planning or development activities on lands adjacent to their borders.
- Policy A.2:** The Village shall continue to coordinate with Palm Beach County School Board on the location of new schools within land uses designated as Educational.
- Policy A.3:** All relevant information necessary for review and comment by affected governments regarding development within the Village shall be supplied by the Village upon request by other jurisdictions.
- Policy A.4:** Notify appropriate jurisdictions of pending planning or development activities on lands adjacent to Palm Springs' limits which are being considered for annexation into the Village. Comments from adjacent jurisdictions shall be considered prior to making a land use planning or development decision in these areas.
- Policy A.5:** Prepare and adopt official annexation policies by 1998.
- Policy A.6:** Revise the Village of Palm Springs' Comprehensive Zoning Ordinance to provide greater opportunities in Palm Springs for group homes and congregate care facilities, per regulations of the Florida Department of Health and Rehabilitative Services.
- Policy A.7:** Support programs which attempt to alleviate Countywide housing problems, including the Community Development Block Grant Program and associated activities by Resolution or other official action.

- Policy A.8:* Formally consider regional goals and objectives during the land development decision-making process, and the Village shall utilize the Treasure Coast Regional Planning Council informal mediation process to resolve conflicts with other local governments.
- Objective B:*** Coordinate and cooperate with agencies and governments charged with planning responsibilities for infrastructure and services to all levels of government through a combination of formal and informal agreements.
- Policy B.1:* Maintain high standards and responsible performance in the development and execution of interlocal agreements with other jurisdictions by requiring cost effectiveness and efficiency of service in the provision of services and facilities.
- Policy B.2:* Evaluate and strengthen existing mutual aid agreements, as necessary, in mutual aid for fire protection and civil defense/disaster preparedness.
- Policy B.3:* Maintain the joint interpretation of overlapping jurisdictional authority and coordinate with the Palm Beach County Sheriff's Office in the provision of various support services provided through this authority.
- Policy B.4:* Reserved.
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- Policy B.5:* Utilize Palm Beach County for various traffic engineering services, as provided for in the Interlocal Agreement between the Village and County, for as long as these services are efficient and effective to the Village of Palm Springs.
- Policy B.6:* Work cooperatively with the Palm Beach County School Board through direct communication between the Village Manager and School Board personnel, and periodically evaluate the community school program and the Village's participation in this program.
- Policy B.7:* Formally consider Goals, Objectives and Policies of the Treasure Coast Regional Planning Council during the land development decision-making process.
- Policy B.8:* Implement the Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025), adopted May 14, 2015, that has been coordinated with South Florida Water Management District's approved 2013 A Lower East Coast Water Supply Plan.
- Policy B.9:* The Village shall coordinate with Palm Beach County, the Town of Lake Clarke Shores, Greenacres City, Atlantis, and South Florida Water Management District (SFWMD) to ensure that the Village's estimates and projections for potable water demand are incorporated into the County's estimates of demand. In addition, the Village will:
- a. Continue to maintain relationships with the SFWMD, Palm

Beach County, the Town of Lake Clark Shores, Greenacres City, and Atlantis to maintain or reduce potable water consumption thorough education, conservation, and participation in ongoing programs of the region, county and local jurisdictions including coordinating local conservation education efforts with the SFWMD and the Palm Beach County programs.

- b. Continue to coordinate, as appropriate, with the Town of Lake Clarke Shores, Greenacres City, Atlantis, Palm Beach County, and SFWMD regarding water supply issues. The coordination efforts will include, but not be limited to, sharing of information regarding water supply needs, implementing alternative water supply projects (including reuse and other conservation measures), establishing level of service standards, and serving newly annexation areas.

Policy B.10: The Village will update its water supply work plan every five years in coordination with Palm Beach County and the SFWMD.

Policy B.11: The Village will participate in the development of updates to SFWMD's water supply assessment and district Water Supply Plan and in other water supply development related initiatives facilitated by the SFWMD that affects the Village.

Objective C: Establish Level of Service standards consistent with those of adjacent local governments and current service providers, and in particular Palm Beach County, while recognizing potential differences in local circumstances.

Policy C.1: The Village shall request Palm Beach County to keep the Village informed regarding future expansion plans to Tenth Avenue North and Kirk Road either by Resolution, communication from the Village to Palm Beach County, or other action deemed appropriate by the Village.

Objective D: Coordinate with Palm Beach County regarding the prevention of the formation of enclaves, pockets or other undesirable land configurations adjacent to, or in proximity to, the Palm Springs' corporate limits, prior to annexation of any parcels into the Village.

Policy D.1: Actively participate in the comprehensive planning processes of Lake Clarke Shores, Greenacres City, Atlantis, and Palm Beach County to identify areas in need of annexation by reviewing and commenting on these jurisdictions comprehensive plans and annexation policies, as they occur.

Objective E: The Village shall with the assistance of IPARC notify adjacent municipalities of pertinent land use amendments, rezonings, and annexations that are proposed in the Village.

Policy E.1: The Village shall coordinate with IPARC in notifying all municipalities that are within 1000 feet of a proposed land use amendment or annexation. Notification should be given regardless of distance if the proposed change could significantly affect the adjacent municipality.

- Policy E.2:* The Village shall consider the comments of adjacent municipalities concerning a proposed land use amendment and/or annexation.
- Policy E.3:* The Village shall participate in cooperative mapping of proposed future annexation areas with adjacent jurisdictions.
- Policy E.4:* The Village shall develop an annexation program so that the contiguity and compactness standards of F.S. Sec. 171.043(l) are met, and so that service delivery problems of any adjacent local government will not be exacerbated by the pattern of annexation. The Village shall specifically avoid the creation of enclaves.
- Policy E.5:* The Village of Palm Springs will continue its present annexation policy of allowing controlled growth in a manner not in conflict with adjacent uses with the proper infrastructure in place.
- Policy E.6:* The Village shall direct urban growth to areas which can be served efficiently by public services and facilities in conformance with local land development regulations and the Villages five-year plan for capital improvements to discourage the proliferation of urban sprawl.
- Policy E.7:* All development shall be compatible with and complementary to surrounding land uses and shall not negatively affect existing approved activities.
- Objective F:** The Village shall address all identified existing land use conflict and inter-jurisdictional incompatibilities by notifying the involved adjacent municipalities or Palm Beach County of the conflicts as well as the significance or magnitude of the conflicts.
- Policy F.1:* Where the inter-jurisdictional conflict has caused a public nuisance, the property owners directly involved in, and adjacent to, the conflict will be notified that the conflict is being addressed by other entities.
- Policy F.2:* The Village shall mitigate land use conflicts. The mitigation procedures may consist of a jointly adopted future land use plan for the bordering land uses, or at a minimum, and if appropriate, the buffering of the incompatible uses. The Village shall oppose requests for changes in land use that are inconsistent with the adopted Village of Palm Springs or Palm Beach County Comprehensive Plans.
- Policy F.3:* The Village shall participate in the efforts of Palm Beach County to monitor and coordinate annexation plans of the County's municipalities.
- Objective G:** The Village shall continue to participate in IPARC as a means of directly notifying adjacent municipalities of proposed land use changes.
- Policy G.1* The Village shall encourage facilitation and mediation with the Treasure Coast Regional Planning Council in cases within jurisdictional land use disputes.
- Objective H:** Pursuant to Chapter 333, F.S., the Village will coordinate with Palm Beach County to adopt consistent airport zoning ordinances regulating certain land development activity in the vicinity of Palm Beach International Airport and Palm Beach County Park Airport, and consistent with expansion and safety needs per the Airport Master Plans.

Policy H.1: The Village shall enter into an interlocal agreement with Palm Beach County to jointly adopt, administer, and enforce airport protection zoning regulations for the airport hazard areas to assure compliance with the minimum requirements of Section 333.03(1)(c), F.S., to prevent encroachment into airport operational areas or airspace surfaces and to limit potential land uses that are incompatible with airport operations.

Goal 2: Recognizing the constitutional obligation of the School District to provide a uniform system of free public schools on a Countywide basis, the Village will coordinate the location of new and expanded sites for Public Educational Facilities in order to ensure compatibility and consistency with the Village's Comprehensive Plan, in accordance with Section 1013.33, F.S. and to maintain and enhance joint planning processes and procedures for coordination and development of public school facilities concurrent with residential development and other services. To this end, the Village shall abide by the "Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning", which was approved by the Village Council via Resolution 2016-04, on January 14, 2016.

Definition: Public Educational Facilities are defined herein as elementary schools, special education facilities, alternative education facilities, middle schools, high schools and area vocational technical schools for the School District of Palm Beach County, hereinafter the District.

Objective A: The Village shall continue to coordinate with the School District of Palm Beach County on the location of new schools within land uses designated as Educational. In addition, the Village shall identify sufficient available land in the adopted future land use element to accommodate Public Educational Facilities as necessary to serve the current and projected student population.

Policy A.1: The Village shall allow, by right, all schools in the Educational land use category. Further, schools shall be permissible in the RM and RH zoning districts. At a minimum, the threshold acreage for new schools shall be as follows:

- a. Elementary Schools - A minimum of four (4) acres for the first two hundred (200) students, plus one (1) acre for each additional one hundred (100) students.
- b. Middle or Junior High Schools - A minimum of five (5) acres for the first three hundred (300) students plus one (1) acre for each additional one hundred (100) students.
- c. Senior High Schools - A minimum of seven (7) acres for the first three hundred (300) students plus one (1) acre for each additional students up to one thousand (1,000) students; thereafter, one (1) acre for each one hundred (100) students.

Policy A.2: The location and construction of new public Educational facilities or the expansion of an existing site shall be allowed upon a determination by the local government that the proposed school development is consistent with the future land use categories as listed above.

Policy A.3: **Coordination-** In accordance with the adopted Five-Year Capital Facilities Plans(s) of the School District and the Village Capital Improvement, Intergovernmental Coordination and other related elements of the adopted Comprehensive Plan, public services and facilities required to support all public educational facilities shall be facilitated and coordinated in time and place with plans for residential development.

Policy A.4: The Village shall advise the School District of all Comprehensive Plan amendments to the Future Land Use Element or any rezoning that modifies or adds any residential designation or increase in residential density, at least 30 days prior to the first public hearing.

Policy A.5: The Village shall request that the School District submit for review information on renovations, additions, and proposed expansion on property owned by the School Board to assure the availability of public facilities and infrastructure as the proposal relates to future planned improvements.

Policy A.6: **Site Development Standards** - In addition to overall consistency with future land use categories, the proposed location of a new, or expansion of an existing Public Educational Facility, shall be consistent with the provisions of the “Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning”, which was approved by the Village Council via Resolution 2016-04, on January 14, 2016, and evaluated based on the following statutory requirements and planning criteria:

1. There shall be no significant environmental conditions on a proposed site that can not be mitigated or otherwise preclude development of the site for Public Educational Facility.
2. The proposed location shall meet the requirements of the Coastal Management Element of the Comprehensive Plan.
3. There shall be adequate setbacks, buffering and design controls to eliminate or decrease any negative externalities such as noise from affecting neighboring developments in accordance with State Requirements for Educational Facilities (SREF) standards at a minimum.
4. New school facilities shall be designed at a minimum in accordance with the applicable requirements of SREF and the District’s adopted facility list.

Policy A.7: **Access Standards** - In addition to the aforementioned, the following additional conditions shall apply to the proposed sites of the specific schools types to ensure they are consistent with the local government’s comprehensive plan.

1. For elementary schools, special education facilities, and alternative educational facilities, proposed school sites, shall have direct access to at least a minor collector road or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads or lesser classification.
2. For middle schools, the proposed site shall have direct access to at least a minor collector road or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads or lesser classification. Outdoor recreational facilities and similar support facilities shall be located and buffered on the proposed site to minimize impacts on the adjacent properties.
3. For high schools, the proposed location shall have direct access to at least a major collector road, or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads of lesser classification. Stadiums, outdoor recreational facilities and similar support facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.

Policy A.8: **Infill Development Standards** - It is the policy of the Village to encourage a comprehensive range of design and site planning solutions that will cost effectively meet the capacity needs of the School District and the compatibility requirements of the community.

Policy A.9: The Village shall coordinate with local governments and the School District on emergency preparedness issues which may include consideration of:

1. Design and/or retrofit of public schools as emergency shelters;
2. Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes;
3. Designation of sites other than public schools along term shelters, to allow schools to resume normal operations following emergency events.

Objective B: Establish a joint process of coordination and collaboration between the Village of Palm Beach County and the School District in the planning and decision making on student population projections.

Policy B.1: The Village shall provide updated land use maps to the County for use in its Population Allocation Model.

Policy B.2: The Village commits to working with the School District and Palm Beach County to improve the population allocation methodology and enhance coordination with the plans of the School District and local governments. Student population and student enrollment projections shall be revised annually by the School District to ensure that new residential development and redevelopment information provided by the municipalities and the County as well as changing demographic conditions are reflected in the updated projections.

Policy B.3:

The Village shall provide the School District with annual and bi-annual information generated from the Village's development and approvals, including, but not limited to:

1. Certificates of Occupancy issued for new residential units.
2. Adopted future land use amendments and development orders, including amendments to development orders.
3. Projections for development and redevelopment for the coming year.

Chapter VIII

Capital Improvements Element Goal, Objectives, and Policies

Goal "The efficient provision of needed public facilities in a timely manner which protects investments in and maximizes the use of existing facilities, and promotes orderly compact municipal growth, while protecting the health, safety and welfare of Village residents."

Objective A: Provide capital improvements that correct existing deficiencies, accommodate projected future growth and/or replace worn out or obsolete facilities as defined in the elements of the Comprehensive Development Plan, according to the schedule defined herein.

Policy A.1: The Village shall include all land and improvements projects identified in the elements of this Comprehensive Development Plan and determined to be of relatively large scale and high cost (\$25,000 or greater), as capital improvements projects for inclusion within the **Five (5) Year Schedule of Improvements**.

Policy A.2: The five (5) year schedule of needs, is hereby incorporated as the **Five (5) Year Schedule of Improvements (TABLE 1)**.

Policy A.3: The Village shall, as a matter of priority, schedule for funding any capital improvement projects in the **Five (5) Year Schedule of Improvements**, which are designed to correct existing public facility deficiencies.

Policy A.4: A Capital Improvements Coordinating Committee, composed of the Village Manager, Finance Director and operating department heads, shall continue to evaluate and rank in order of priority projects proposed for inclusion in the **Five (5) Year Schedule of Improvements**.

Policy A.5: Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

- (a) whether the project is needed to protect public health and safety, to fulfill the Village's legal commitment to provide facilities and services, or to preserve, achieve full use of or increase the efficiency of existing facilities; and
- (b) whether the project prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes in-fill development.

Policy A.6: As part of its capital improvements programming, the Village shall review and establish priorities for the replacement of water supply facilities, correction of water supply and facilities

deficiencies, and the provision for future water supply and facility needs as part of its Five (5) Year Schedule of Improvements, , consistent with the Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025), adopted May 14, 2015. These projects are highlighted on TABLE 1.

Objective B: Require that future development and redevelopment bear one-hundred percent (100%) of the proportionate costs of facility improvements necessary to maintain adopted Level of Service standards.

Policy B.1: The Village shall update and maintain the Land Development Regulations to require that local streets, drainage, sewage collection and potable water distribution systems improvements of any new development or redevelopment be provided by such development.

Objective C: Annually manage Village fiscal resources in a manner to ensure the provision of needed capital improvements.

Policy C.1: The Village shall enforce the Land Development Regulations to require that, prior to the issuance of certificates of occupancy, all public facilities are available to serve development or redevelopment for which development orders were previously issued.

Policy C.2: In providing capital improvements, the Village shall limit general obligation debt service expenses to an amount that will allow the annual maintenance of a minimum twenty percent (20%) ratio of General Fund balance to Operating Budget (including debt service).

Policy C.3: The Village shall annually update the **Five (5) Year Schedule of Improvements** and associated capital budget as part of its budgeting process. The capital budget process shall be used to determine the financial feasibility of defined capital improvements. The capital budget shall be adopted annually.

Policy C.4: Appropriate efforts shall be made to secure grants or private funds, whenever available, to finance the provision of capital improvements.

Policy C.5: The Village shall request comment by the Lake Worth Drainage District and South Florida Water Management District, prior to programming any potable water or drainage-related capital improvements, and the Florida Department of Transportation, prior to programming any road system capital improvements.

Policy C.6: The Village shall maintain replacement and renewal funds for all public facilities over which it has operational control. The decision to expend replacement and renewal funds shall be made annually, as part of the local budget process, or as emergency repairs require.

Policy C.7: The Village shall make efforts to seek additional revenue sources to specifically fund water supply and facility projects, as needed, pursuant to the Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025).

Objective D: Condition decisions regarding the issuance of development orders and permits on the consistency of the development requirements included in this Plan, the Village Land Development Regulations, and the availability of necessary public facilities needed to support such development at the time needed.

Policy D.1: The Village shall use Level of Service (LOS) standards adopted in the various elements of this Comprehensive Development Plan in reviewing the impacts of new development and redevelopment upon public facility provision.

Policy D.2: The Village shall continue to enforce the Adequate Facilities Ordinance to ensure that, at the time a development permit is issued, adequate facility capacity is available, or will be available, upon occupancy of the development.

Policy D.3: Proposed Comprehensive Development Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- (a) contribute to any condition of public hazard as described in the **Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element**;
- (b) exacerbate any existing condition of public facility capacity deficits, as described in the **Transportation Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element, and Recreation and Open Space Element**;
- (c) generate public facility demands that may be accommodated by capacity increases planned in the **Five (5) Year Schedule of Improvements**; and
- (d) conform with future land uses as shown on the Future Land Use Map of the **Future Land Use Element**, and public facility availability as described in the **Sanitary Sewer Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element**.
- (e) impact public schools and/or the timing and delivery of public school facilities to serve any residential development, pursuant to the School District's Five-Year Capital Facilities Plan.

Policy D.4: The Village shall use Level of Service (LOS) Standards adopted in the various elements of this Comprehensive Development Plan in reviewing the impacts of new development and redevelopment upon public facility provision.

Goal: The Village of Palm Springs shall provide a mechanism to be included in the Land Development Regulations, by which all service providers and the Village coordinate land development decisions and facility capacity requirements to ensure that level of service standards are maintained as new development occurs.

Objective E: Monitor available capacity for services and facilities as well as coordination between the Village and service providers to ensure available capacities of services and facilities.

Policy E.1: The **Five (5) Year Capital Improvements Schedule** shall identify and fund those projects for which the Village is the service provider and which are required to maintain the level of service standards.

Policy E.2: The Village shall require documentation from the service providers that facility capacity is available and will be reserved for approved development.

Policy E.3: The Village shall coordinate with service providers to ensure that facilities are expanded or new facilities are constructed to accommodate impact of new development.

Policy E.4: The Village shall coordinate with the School District of Palm Beach County on comprehensive plan amendments, development orders, and other land-use decisions which may be projected to impact the public schools facilities plan. The Village shall incorporate letters from the School District identifying school capacity availability into Village staff reports presented to the Village Council. The Village may incorporate conditions of approval into ordinances or resolutions to mitigate development impacts at the request of the School District, as the Village deems appropriate.

Objective F: The Village shall provide the School District with periodic information generated from the Village's development and approvals that is needed to maintain school adequacy, including information required for the School District to establish school siting criteria, joint approval of the public school capital facilities program, and school utilization.

Policy F.1: For public school facilities, the applicant for a Development Order or Development Permit which includes any residential component shall provide a school capacity availability determination (SCAD) issued by the School District of Palm Beach County that

identifies the capacity, or lack thereof, of existing facilities or planned facilities in the current School District Capital Facilities Program Plan to serve additional students. Should the proposed project negatively impact the public school system, the School District staff may recommend reasonable conditions to mitigate such impacts, and these considerations shall be included in the Village staff report for consideration by the Village Council.

Policy F.2:

The School District of Palm Beach County Five Year Capital Facilities Plan, as may be amended, is adopted as a supplement to the Village of Palm Springs “Five Year Schedule of Improvements”, Table 3, of the Capital Improvements Element. The Village shall have no obligation or responsibility for funding the School Board’s Capital Facilities Plan.

TABLE 1

Village of Palm Springs Schedule of Capital Improvements

[illegible]

TABLE 1, cont

Village of Palm Springs
Schedule of Capital Improvements (con't)

DEPT	DESCRIPTION	F/Y 2018	F/Y 2019	F/Y 2020	F/Y 2021	F/Y 2022	F/Y 2023	Total
Police	In-Car Cameras (avg 8 per year)	44,000	44,000	44,000	44,000	44,000	44,000	264,000
Police	Computer Workstations (avg 8 per year)	12,000	12,000	12,000	12,000	12,000	12,000	72,000
Police	Laptop Computers (est 5-6 per year)	18,500	18,500	18,500	18,500	18,500	18,500	111,000
Police	Mobile Fingerprint Readers (2 units per year)	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Police	Computer Server for In-car Cameras	-	8,000	-	-	8,000	-	16,000
Police	Building Generator	-	-	55,680	-	-	-	55,680
Police	Card Access Doors	-	-	4,000	-	-	-	4,000
Police	Radios (3 radios for spares)	12,210	-	-	-	-	12,210	24,420
Police	Speed Measuring Radar	11,100	-	-	-	11,100	-	22,200
Police	Body Worn Cameras (start as a pilot program)	20,000	20,000	20,000	10,000	10,000	10,000	90,000
Police	Replace Utility Vehicle	-	-	-	15,000	-	-	15,000
Police	Speed Measuring Trailer	15,000	-	-	-	-	-	15,000
Police	Equipment/Software for Cell Phone Forensic Analysis	-	12,000	-	-	-	-	12,000
Police	Replace Police Station Camera System	12,000	-	-	-	-	-	12,000
Police	Core Server	-	-	-	9,000	-	-	9,000
Police	Replace Light Trailer	-	-	20,000	-	-	-	20,000
Police	Crime Scene Vehicle (Fully Equipped)	45,000	-	-	-	-	-	45,000
Police	Police Vehicles (8) ordered in FY17/Not delivered due to vendor change	225,750	-	-	-	-	-	225,750
Police	Police Vehicles (5) for newly annexed area at \$37K	185,000	-	-	-	-	-	185,000
Police	In Car Cameras (5) for newly annexed areas	25,000	-	-	-	-	-	25,000
Police	Community Service Aide Vehicle	35,500	-	-	-	-	-	35,500
Police	Code Enforcement Vehicle	19,500	-	-	-	-	-	19,500
Police	Radios (7) for new positions	26,950	-	-	-	-	-	26,950
Police	Purchase Biometric Reader (Executime) for Police Station	2,010	-	-	-	-	-	2,010
Police Department		\$ 1,632,020	\$ 2,837,000	\$ 1,484,180	\$ 318,500	\$ 313,600	\$ 306,710	\$ 6,892,010
Public Works	<i>Congress Ave "Complete Street" Improvements</i>	-	-	150,000	1,350,000	-	-	1,500,000
Public Works	<i>Bike Lanes, 2nd Ave to 6th Ave S</i>	-	-	-	30,000	-	-	30,000
Public Works	<i>Pedestrian Safety Enhancements, Congress & 10th Ave N</i>	50,000	-	-	-	-	-	50,000
Public Works	<i>Reo Lane Sidewalks</i>	90,420	-	-	-	-	-	90,420
Public Works	<i>Lakewood Sidewalks</i>	230,000	-	-	-	-	-	230,000
Public Works	<i>New Bridge on Davis Road between Cypress and Gilpin Way</i>	105,200	-	-	-	-	-	105,200
Public Works	F-150 Truck Replacements	-	20,000	20,000	20,000	20,000	40,000	120,000
Public Works	F-250 Truck Replacements	-	25,000	50,000	25,000	50,000	25,000	175,000
Public Works	Extended Cab Compact Pickup Trucks - qty -2	40,000	-	-	-	-	-	40,000
Public Works	Monument Signs (possible 4 locations)	60,000	-	-	-	-	-	60,000
Public Works	Canal 11 Paving	475,000	-	-	-	-	-	475,000
Public Works	Heavy Duty equipment trailer	7,000	-	-	-	-	-	7,000
Public Works	Pull behind Air compressor	5,000	-	-	-	-	-	5,000
Public Works	Shelving for Maintenance building	-	8,000	-	-	-	-	8,000
Public Works	Lazer Adapter For Line Striping Machine	4,000	-	-	-	-	-	4,000
Public Works	New Clam Truck	-	80,000	-	-	-	-	80,000
Public Works	Concrete Grinder	-	-	8,000	-	-	-	8,000
Public Works	Asphalt roller	-	-	-	-	-	15,000	15,000
Public Works	Ditch Mower	-	-	-	-	-	30,000	30,000

TABLE 1, cont

Village of Palm Springs
Schedule of Capital Improvements (con't)

DEPT	DESCRIPTION	F/Y 2018	F/Y 2019	F/Y 2020	F/Y 2021	F/Y 2022	F/Y 2023	Total
Public Works	Intersection Impr (calming/beautification)Est \$128K per intersection QTY- 3	384,000						384,000
Public Works	Biometric Reader (Executime) for 2400 Building	2,010						2,010
	Public Works	\$ 1,452,630	\$ 133,000	\$ 228,000	\$ 1,425,000	\$ 70,000	\$ 110,000	\$ 3,378,630
Library	Restroom Stalls & Bathroom Remodel		10,000					10,000
Library	Sensory Island by HABA for babies and toddlers	1,454						
Library	Replace Air Conditioning System includes design and engineering	170,000						
Library	SMART Table and software	10,000	10,000	10,000	10,000			40,000
Library	Replace Security Gates			11,300				11,300
Library	Adult Library Books	30,000	30,600	30,600	30,600	30,720	30,720	183,240
Library	Children's Books	10,300	10,300	11,330	11,330	12,433	12,433	68,126
Library	AWE Early Learning Computer	3,700						
Library	Server Room Remodel		12,000					12,000
Library	Replace Library North Public Entrance Door					8,500		8,500
Library	Replace Library South Public Entrance Door		12,000					12,000
Library	Electronic Card Door Access System		8,700					8,700
Library	RJ5 to TO RJ6 Conversion (Update network cables)						10,000	10,000
Library	KIC Click Mini (to replace printer/copier/scanner) (\$9K/ea)					9,000	9,000	18,000
Library	Audio System	13,000						13,000
Library	Biometric Reader (Executime) for Library	2,010						2,010
	Library	\$ 240,464	\$ 93,600	\$ 63,230	\$ 51,930	\$ 60,653	\$ 62,153	\$ 396,876
Parks & Rec	<i>Replace metal pavillions at Sago Park (qty 3)</i>	75,000						75,000
Parks & Rec	<i>Playground Improvements Sago Park incl shade structure</i>	90,000						90,000
Parks & Rec	Foxtail Park Imp. (Park & Kirk) (PBC CDBG, VPS CDBG & FRDAP)	339,900						
Parks & Rec	<i>Ballfield Renovations (re-turf, irrigation, improve security fencing)</i>	300,000						300,000
Parks & Rec	<i>Park Shade Structures - Village Center (qty 2)</i>	35,000						35,000
Parks & Rec	<i>Park Shade Structures - Royal Palm Park (Davis Rd) (qty 1)</i>	17,500						17,500
Parks & Rec	<i>Park Shade Structures - Lakewood Garden Park (qty 1)</i>	17,500						17,500
Parks & Rec	Fencing Improvements play areas Village Complex					20,000		20,000
Parks & Rec	Lakewood Park Playground Improvements				50,000			50,000
Parks & Rec	Workstation Replacements	1,500	1,500	1,500	1,500	1,500	1,500	9,000
Parks & Rec	Field Conditioner	20,000						20,000
Parks & Rec	Park Furnishings (tables, benches, trash cans)			20,000				20,000
Parks & Rec	Turf Vacuum		15,000					15,000
Parks & Rec	<i>Activity Bus Replacement (school bus size)</i>	220,000	-					220,000
Parks & Rec	New Cargo Van		22,500					22,500
Parks & Rec	New Rotary Mower				30,000			30,000
Parks & Rec	New Commercial Refrigerator for Concession Stand			5,000				5,000
Parks & Rec	New Commercial Freezer for Concession Stand				5,000			5,000
Parks & Rec	Replace Outdoor Basketball Goals at Village Center					10,000		10,000
Parks & Rec	Playground Improvements Royal Palm Park (Davis Rd.)						45,000	45,000
Parks & Rec	Christmas Palm Park (Emerson & Poe) Improvements							
Parks & Rec	<i>Replace fishing dock at Sago Park</i>	25,000				-		25,000

Village of Palm Springs
Schedule of Capital Improvements (con't)

[illegible]

TABLE 1, cont

Village of Palm Springs
Schedule of Capital Improvements (con't)

DEPT	DESCRIPTION	F/Y 2018	F/Y 2019	F/Y 2020	F/Y 2021	F/Y 2022	F/Y 2023	Total
Utilities	Water & Sewer valve and pipe replacements as needed	100,000	100,000	100,000	100,000	115,000	115,000	630,000
Utilities	Washwater Recovery Basin RLP WTP			225,000	1,500,000			1,725,000
Utilities	Filter Media Replacement RLP WTP					300,000		300,000
Utilities	Annual Lift Station Rehab Program	750,000	800,000	800,000	800,000	800,000	800,000	4,750,000
Utilities	Replacement of Sand Loader at Main WTP			180,000				180,000
Utilities	Lime Slakers Rehabilitation RLP WTP (2)			100,000				100,000
Utilities	Replace Filter Air Lines Main & RLP WTP					70,000		70,000
Utilities	Kent Road Gravity Sewer Improvements	300,000						300,000
Utilities	Spiractor Replacement at RLP WTP (2017 Carryover)	500,000						500,000
Utilities	Annual Lift Station Rehabilitation (2017 Carryover)	750,000						750,000
Utilities	Salt Pump Replacement - Main Plant and RLP Plant					12,000	12,000	24,000
Utilities	Vacuum Sewer Pit Replacement Components	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Utilities	Raw Water Supply Metering Improvements	44,000	45,000				50,000	139,000
Utilities	Replace VAC-CON Truck	400,000						400,000
Utilities	Truck Replacements - F-250	60,000		65,000		70,000		195,000
Utilities	Truck Replacements - F-150						24,000	24,000
Utilities	Lime Slurry Mixers (qty 2)	15,000				7,500	8,000	30,500
Utilities	Lime Slurry Pump Replacement	80,000					40,000	120,000
Utilities	Sewer Pumps for Lift Stations	120,000	120,000	120,000	120,000	120,000	120,000	720,000
Utilities	Disc Flow MIEX Recycle Pumps (qty 2)	40,000	40,000				40,000	120,000
Utilities	Wash Water Transfer Pumps (qty 2)					25,000		25,000
Utilities	Brine Pump for MIEX System					25,000		25,000
Utilities	5,000 lb torque actuators (qty 7)					25,000		25,000
Utilities	Diaphragm pumps for the MIEX System					12,000		12,000
Utilities	Replace Generator at RLP Plant		320,000					320,000
Utilities	Computer Workstation Replacements	6,000		7,500	7,500	7,500	7,500	36,000
Utilities	Water Meter Replacement Program	500,000	500,000	500,000	500,000	500,000		2,500,000
Utilities	Recondition/Replace Transfer Pumps Program	13,000	14,000	15,000	16,000	17,000	20,000	95,000
Utilities	Recondition/Replace High Service Pumps Program	13,000	14,000	15,000	16,000	17,000	20,000	95,000
Utilities	Biometric Readers (Executime) 1 for each WTP	4,020						4,020
Total Utilities Capital		\$ 6,996,020	\$ 6,107,000	\$ 4,260,000	\$ 4,558,500	\$ 4,929,000	\$ 3,726,500	\$ 30,577,020
Stormwater	Stormwater Drainage Improvements - Locations Depend on Study	-	-	150,000	150,000	300,000	300,000	900,000
Stormwater	Drainage Improvements - sales tax projects Depends on Master Plan Study	122,870	900,000	900,000				1,922,870
Stormwater	10th Ave. N & Davis Rd Stormwater Drainage Improvements	-	374,000	-	-	-		374,000
Stormwater	Miller Rd Drainage TO# 213	55,000						55,000
Stormwater	Alemeda Dr Drainage TO# 214	100,000						100,000
Stormwater	S. Military Trl, Canal 9 Rd, Kirk Rd and Park Ln Stormwater Drainage Imp	125,000	100,000	-	-	-		225,000
Stormwater	Storm Water Vac-Con Truck	-	-	-	400,000	-		400,000
Stormwater Utility Capital		\$ 402,870	\$ 1,374,000	\$ 1,050,000	\$ 550,000	\$ 300,000	\$ 300,000	\$ 3,976,870

TABLE 2
Palm Beach County
Alternative Water Supply Development Projects Summary

E. Capital Improvement Element, Water Supply Work Plan

REVISIONS: To update Table 10-A which documents capital costs associated with the Lower East Coast Water Supply Plan, specifically alternative water supply projects.

**TABLE 10-A
PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
LONG-TERM LOWER EAST COAST WATER SUPPLY PROJECTS (\$Millions)**

Project	Capacity (MGD)	Estimated Cost (\$ millions)	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
ASR @ WTP 2	5	TBD																
ASR @ WTP 8	5	TBD																
Century Village Phase II	3	TBD																
Reclaimed Water Piping Program	20	\$ 11	\$0.5	\$1	\$1.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$1.0	\$1.0
Southern Region AWT Expansion	15	TBD																
WTP 2 Wellfield/Plant Expansion to Floridan Aquifer	15	TBD																
Northern Plant/Floridan Wellfield Project	10	TBD																
Lake Region WTP	10	TBD																
Broward County Reclaimed	2/10.5 ¹	N/A ²																
Lake Region Water Plant Phase II	10	TBD																
TOTAL PROGRAM	93	\$ 11	\$0.5	\$1	\$1.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$1.0	\$1.0

¹ Years 1 through 7 following the initiation date the capacity will be 2 MGD, Year 8 and forward the capacity will increase to 10.5 MGD

² Project Cost to be financed by Broward County

TABLE 3
School District of Palm Beach County



FY 2017 - 2027 Capital Plan (including Sales Tax)
September 7, 2016

Summary of Appropriations

Category	Ongoing Projects from FY 2016	FY2017 New Appropriation	Total FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Construction Projects										
Addition and Remodeling Projects	\$ 2,340,541	\$ 1,471,714	\$ 3,812,255	\$ 19,850,000	\$ 18,904,150	\$ 17,178,853	\$ -	\$ 59,745,258	\$ -	\$ 59,745,258
Modernization and Replacement Projects	14,514,477	-	14,514,477	30,154,747	66,358,608	64,949,603	-	175,977,435	-	175,977,435
New Schools	-	-	-	-	-	-	-	-	204,316,674	204,316,674
Subtotal Construction Projects	16,855,018	1,471,714	18,326,732	50,004,747	85,262,758	82,128,456	-	235,722,693	204,316,674	440,039,367
Other Items										
Debt Service	-	155,321,143	155,321,143	153,770,065	153,770,065	157,890,065	157,450,000	778,201,338	971,000,000	1,749,201,338
Site Acquisition	877,246	1,108,093	1,985,339	1,600,000	500,000	500,000	11,660,000	16,245,339	14,520,000	30,765,339
Capital Contingency	32,939,476	13,497,946	46,437,422	10,294,845	17,455,404	22,056,613	(14,238,019)	82,006,265	66,021,821	148,028,086
Sales Tax Reserve	-	12,812,734	12,812,734	-	-	-	-	12,812,734	-	12,812,734
Reserve for Future Years	-	13,799,452	13,799,452	(13,799,452)	-	-	-	-	51,323,663	51,323,663
Subtotal Other Items	33,816,722	196,539,368	230,356,091	151,865,458	171,725,469	180,446,678	154,871,981	889,265,677	1,102,865,484	1,992,131,161
Non-Construction										
Equipment	2,007,283	1,015,000	3,022,283	1,015,000	1,015,000	1,015,000	1,015,000	7,082,283	6,090,000	13,172,283
Facility Renewal	15,224,594	6,350,000	21,574,594	96,013,666	87,332,440	99,809,790	115,587,873	420,318,363	561,992,164	982,310,527
Facilities	5,048,662	5,107,425	10,156,088	4,000,000	4,000,000	4,000,000	4,000,000	26,156,088	24,000,000	50,156,088
Security	7,461,714	-	7,461,714	3,387,800	3,387,800	3,387,800	3,387,800	21,012,914	20,326,800	41,339,714
Education Technology	330,092	10,028,000	10,358,092	10,048,000	10,048,000	10,048,000	10,048,000	50,550,092	60,308,000	110,858,092
Technology	2,887,666	12,871,273	15,758,939	33,765,163	21,639,169	23,701,489	22,668,066	117,532,826	230,407,254	347,940,080
Transportation	8,766,414	10,909,000	19,675,414	10,297,600	10,297,600	10,297,600	10,297,600	60,865,814	61,785,600	122,651,414
Subtotal Non-Construction Projects	41,726,426	46,280,698	88,007,125	158,527,229	137,720,009	152,259,679	167,004,339	703,518,381	964,909,818	1,668,428,199
Transfers to General Fund										
Charter School Capital Outlay	-	3,100,000	3,100,000	5,470,110	5,470,110	5,470,110	5,470,110	24,980,440	32,820,660	57,801,100
Property and Flood Insurance	-	8,300,000	8,300,000	8,300,000	8,300,000	8,300,000	8,300,000	41,500,000	49,800,000	91,300,000
Equipment Maintenance	-	4,694,655	4,694,655	4,485,000	4,485,000	4,485,000	4,485,000	22,634,655	26,910,000	49,544,655
Facilities Maintenance	-	42,542,090	42,542,090	43,305,604	43,305,604	58,305,604	91,405,093	278,863,995	641,682,268	920,546,263
Security Maintenance	-	2,328,534	2,328,534	2,218,928	2,218,928	2,218,928	2,218,928	11,204,246	13,313,568	24,517,814
Education Technology Maintenance	-	2,645,722	2,645,722	2,728,273	2,629,273	2,630,273	2,631,273	13,264,814	15,807,638	29,072,452
Technology Maintenance	-	22,081,160	22,081,160	22,578,463	22,578,463	22,578,463	29,698,476	119,515,025	206,601,721	326,116,746
Transportation Maintenance	-	7,907,839	7,907,839	7,901,595	7,901,595	7,901,595	7,901,595	39,514,219	47,409,570	86,923,789
Subtotal Transfers to General Fund	-	93,600,000	93,600,000	96,987,973	96,888,973	111,889,973	152,110,475	551,477,394	1,034,345,425	1,585,822,819
Total Capital Budget	\$ 92,398,166	\$ 337,891,781	\$ 430,289,947	\$ 457,385,407	\$ 491,597,209	\$ 526,724,786	\$ 473,986,795	\$ 2,379,984,144	\$ 3,306,437,401	\$ 5,686,421,545

Source: The School District of Palm Beach County <https://www.palmbeachschools.org/planning/fyp2017/>

Village of Palm Springs

Community Redevelopment Agency

Plan Update 2021



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Economic Development Solutions
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Acknowledgements

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“Leadership is the capacity to translate vision into reality.”
Author unknown,
FRA

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Appendix 1

Market Assessment

Appendix 2

Public Engagement Survey

Appendix 3

Select Best Practice Project Examples

Appendix 4

CRA Boundaries and Legal Descriptions

Appendix 5

Florida Statutes Title XI Chapter 163 Requirements

Executive Summary

The Palm Springs CRA Community Redevelopment Plan Update (2021) and Economic Development Strategic Plan are structured around the five (5) key investment drivers:

1. Land
2. Labor
3. Markets
4. Capital
5. Regulations

Based on current market data, community input, and the existing adopted Community Redevelopment Plan, the Plan provides analysis and recommendations for the continued redevelopment and removal of blighted conditions within the Village of Palm Springs Community Redevelopment Agency (CRA) Districts.

While the 2019 Community Redevelopment Plan established the CRA and focused on intergovernmental coordination due to identified planned capital projects by external agencies, the 2021 Community Redevelopment Plan seeks to leverage these projects to create unique spaces, targeted economic development sites, and establish stand-alone CRA programs. Through policies, programs, and initiatives, the CRA has the ability to positively impact future development.

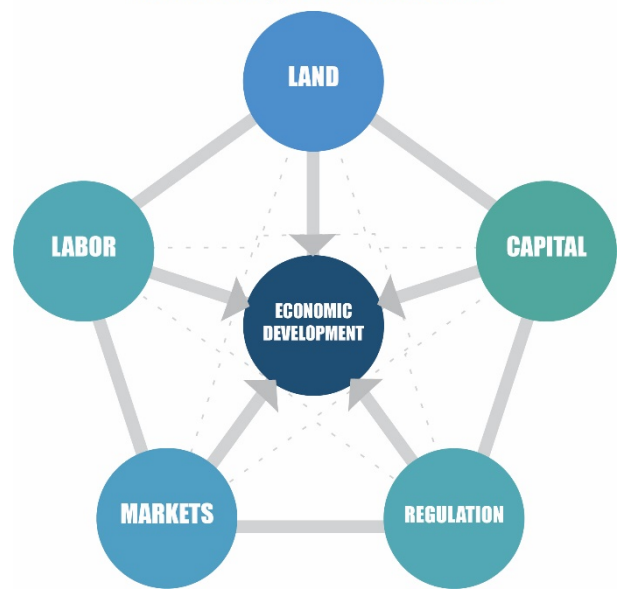
The five (5) key goals established in the 2019 CRA Plan serve as the backbone of the 2021 update and are expanded upon throughout this document.

- I. Improving Utilities and Infrastructure
- II. Expanding Job Development and Economic Growth
- III. Enhancing Public Safety
- IV. Increasing and Maintaining Workforce Housing
- V. Advancing the Partnership with Palm Beach County

The Economic Development Strategic Plan for the Palm Springs Community Redevelopment Agency is built upon key economic development drivers which contribute to encouraging economic growth, improving quality of life, and building wealth.

The Palm Springs Community Redevelopment Agency is comprised of two sub-districts: Lake Worth Road and Congress Avenue. These corridors serve as commercial spines of the Village. Centrally located in Palm Beach County, the corridors accommodate a large amount of commuter traffic. The functionality of the corridors does not align with the Village's identification as "A Great Place to Call Home". The corridors lack an identity and additional non-gentrifying residential uses that will create a customer base.

BusinessFlare Approach Investment Drivers™



Executive Summary (2)

The final work plan includes many programming recommendations, ranging from short-term to long-term and low-cost to high-cost. Immediate and near-term strategies include the CRA focusing on establishing a brand and corresponding Placemaking strategies. Much of this work will require internal coordination between the Finance, Engineering, and Legal departments.

The Village staff will utilize the plan to direct the use of TIF funds for capital projects which should focus on unique experiences that are not potentially funded through external agencies. Existing and proposed Capital projects include the extension on the Congress Avenue force main, the exploration of the creation of a canal pedestrian network, installation of street trees and street furniture, and the purchase of key redevelopment sites for public/private partnerships.

Opportunities along the corridors have been identified along with constraints. This plan builds on the strengths while seeking to correct the constraints. Additional SWOT analysis is provided in the companion Economic Development Strategic Plan.

Opportunities:

Location

- Proximity to PBI
- Proximity to 1-95
- CSX
- Congress Avenue 6 plus 2 lanes of travel
- Lake Worth Road 6 plus 2 lanes of travel
- Proximity to Boca Raton, West Palm Beach, Palm Beach Gardens
- Depth of Lots/ availability for lot assemblage
- Existing commercial corridors surrounded by stable residential areas
- Well established medical, research, and educational uses within CRA and immediately adjacent
- Existing Transit Routes
- Palm Beach State College

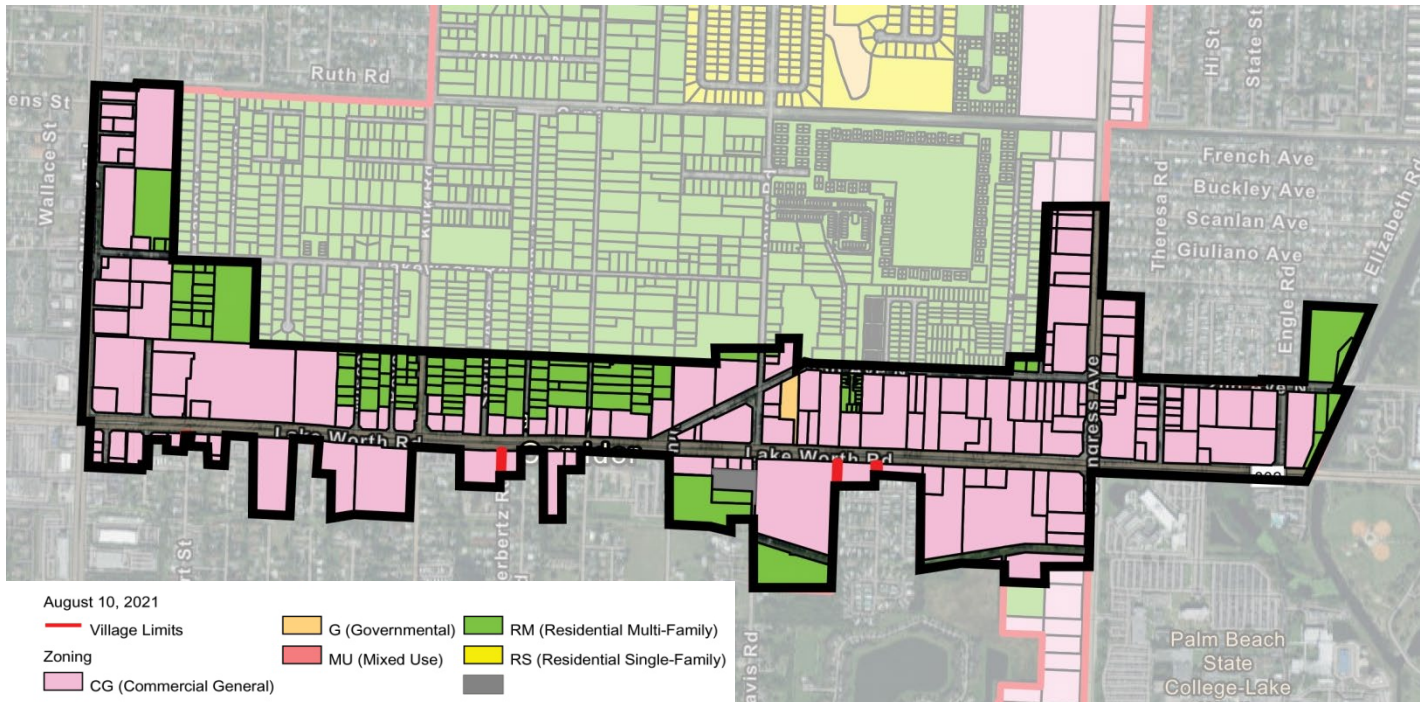
Constraints:

- Walkable but nowhere to walk to
- Lack of jobs
- Land Development Regulations (LDR) includes an extensive list of Special Exceptions.
- Previous Palm Springs CRA Plan focused on business / neighborhood uses whereas data indicates additional persons through housing is needed to support those uses.

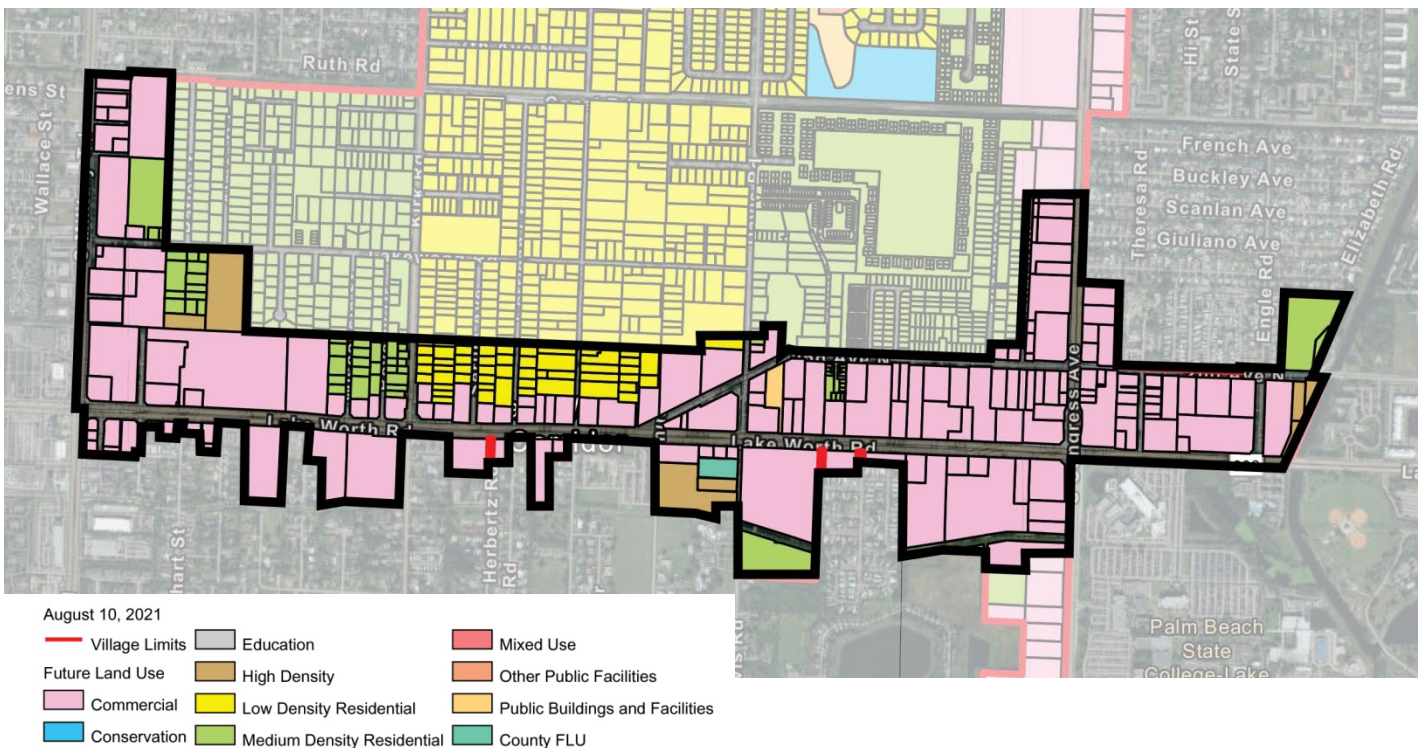
Zoning and Land Use Maps

Lake Worth Road District

Zoning Map



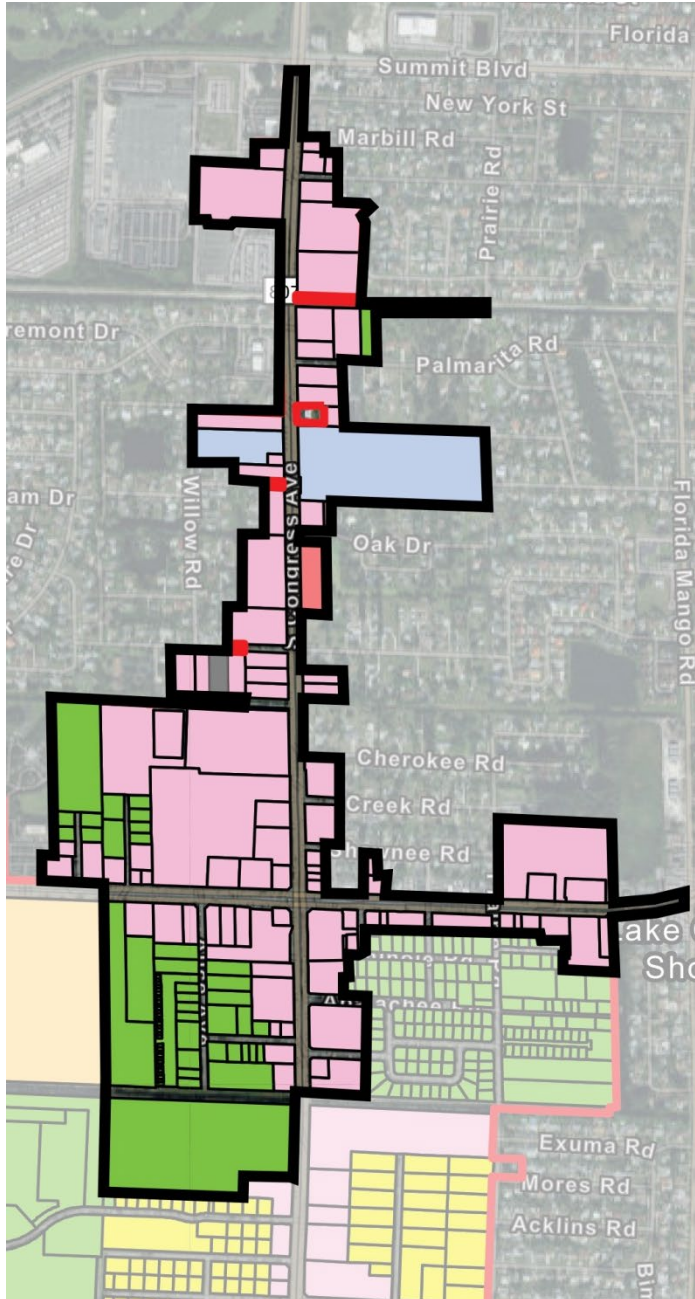
Future Land Use Map



Zoning and Land Use Maps

Congress Avenue District

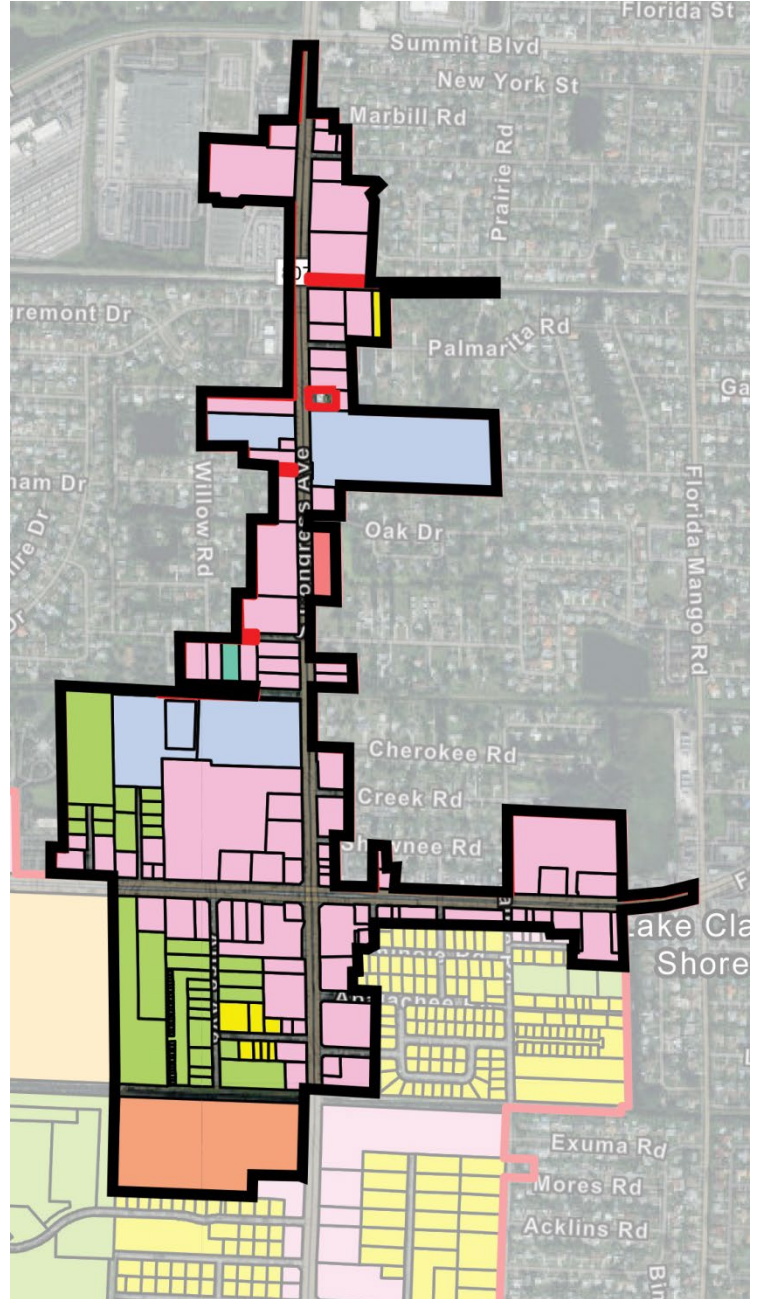
Zoning Map



August 10, 2021

- Village Limits
- Zoning**
- CG (Commercial General)
- RM (Residential Multi-Family)
- RS (Residential Single-Family)
- CN (Commercial Neighborhood)
- G (Governmental)
- LI (Light Industrial)
- MU (Mixed Use)

Future Land Use Map



August 10, 2021

- Village Limits
- Future Land Use**
- Commercial
- Light Industrial
- Medium Density Residential
- Low Density Residential
- Mixed Use
- Other Public Facilities
- Conservation
- Education
- Public Buildings and Facilities
- County FLU

Palm Springs CRA Goals, Mission, and Goals

Vision

Vibrant and safe corridors that meet the needs of residents and visitors while maintaining the unique small-town atmosphere of the Village of Palm Springs.

Mission

The Palm Springs CRA endeavors to create economically stable business corridors that support redevelopment opportunities through the creation of jobs, incentive programs, the development of sustainable infrastructure, and the coordination of a safe transportation network and bicycle/pedestrian connections while protecting and enhancing the surrounding residential neighborhoods.

Goals

- Retain and promote the CRA and Village's "small town" feel.
 - Creation of jobs.
- Identify key parcels for community-serving businesses.
- Protect the residential uses adjacent to Lake Worth Road and Congress Avenue corridors.
- Increase traffic safety on Lake Worth Road and Congress Avenue.
- Increase redevelopment activity on Lake Worth Road and Congress Avenue through incentives and the encouragement of parcel assemblage for quality redevelopment.
- Leverage proposed transportation projects.
 - Provide infrastructure to allow for sustainable business growth.

Stakeholder Feedback

The Palm Springs CRA Community Redevelopment Plan Update reflects feedback from community members. Efforts included an online survey, engagements at a Village event and local commercial center, a stakeholder meeting, and direct contact to key stakeholders. Due to on-going COVID-19 concerns and limitations, responses were minimal.

The March 18, 2021, Stakeholder Meeting was offered simultaneously as an in-person and virtual format. In addition, Community Feedback Surveys were distributed in-person and broadcast via email during a three-week period with 136 responses received. Through this direct engagement, very valuable information was garnered as summarized below.

OPPORTUNITIES:

Overall

- Talent attraction
- Central Palm Beach Chamber of Commerce
- Palm Beach Hispanic Chamber
- Gateway features & signage to stimulate a "sense of place" (brand identity)
- Connect parks and outdoor activities

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Lake Worth District

- Vacant land redevelopment
- Infill mixed-use development along 2nd Ave
- Connect 2nd Ave (walk and bicycle friendly street)
- Create a destination: "Pueblito" street
- Education and health clusters
- Waterfront property (potential Blueway connection)
- Complete streets initiative along Lake Worth Road (coordinate with DOT)

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Congress Avenue District

- Potential for a unique district
- YMCA retrofitting
- Connection to G-Star Academy
- Direct connection to Palm Beach International Airport, Zoo, and Croquet Club
- Complete streets initiative along Congress Avenue (coordinate with DOT)
- Possible hotel development- proximity to PBIA

WEAKNESSES:

Overall

- Lack of "pedestrian-oriented" town center destination
- Wide roadway commercial corridor
- Suburban shopping center typologies (building frontage separated from public-right-of-way by parking lots)

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Lake Worth District

- Lack of consistent character in the built environment
- Underutilized parking lots detrimental to corridor aesthetics

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Congress Avenue District

- Lack of consistent character in the built environment
- Underutilized parking lots detrimental to corridor aesthetics
- Lack of pedestrian-oriented destination
- Lack of residential units that will support workforce and make a unique district
- Septic tank system

STRENGTHS:

Overall

- G-Star Academy ("the only one of its kind in the country" equals TALENT)
- Palm Springs Village operates police department and code enforcement
- Beautiful bedroom community
- Parks and recreation
- Expedited permitting

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Lake Worth District

- High volume commercial corridor
- Proximity to Palm Beach State College (EDUCATION)
- Proximity to JFK Hospital (HEALTH)
- New townhome and multifamily developments (100 units +/-)
- New walking/bike trail will connect 9-10 parks

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Congress Avenue District

- Large employer (cosmetic manufacturing and automobile dealership)
- YMCA redevelopment
- Connection I-95
- Recreation center (Defy)
- Proximity to G-Star Academy

Stakeholder Feedback (2)

Following the meeting, key stakeholders were contacted directly and asked to identify the obstacles that are preventing developing their properties fully. Below are the responses received:

- Finding a tenant
- Cost to run utilities to the site
- Visibility of business along Lake Worth Road due to speed limit
- Sign ordinance restrictions (specifically an electronic sign)
- Need for a clear vision
- Homeless
- Lack of canal bank maintenance



Photo from public workshop on March 18 2021

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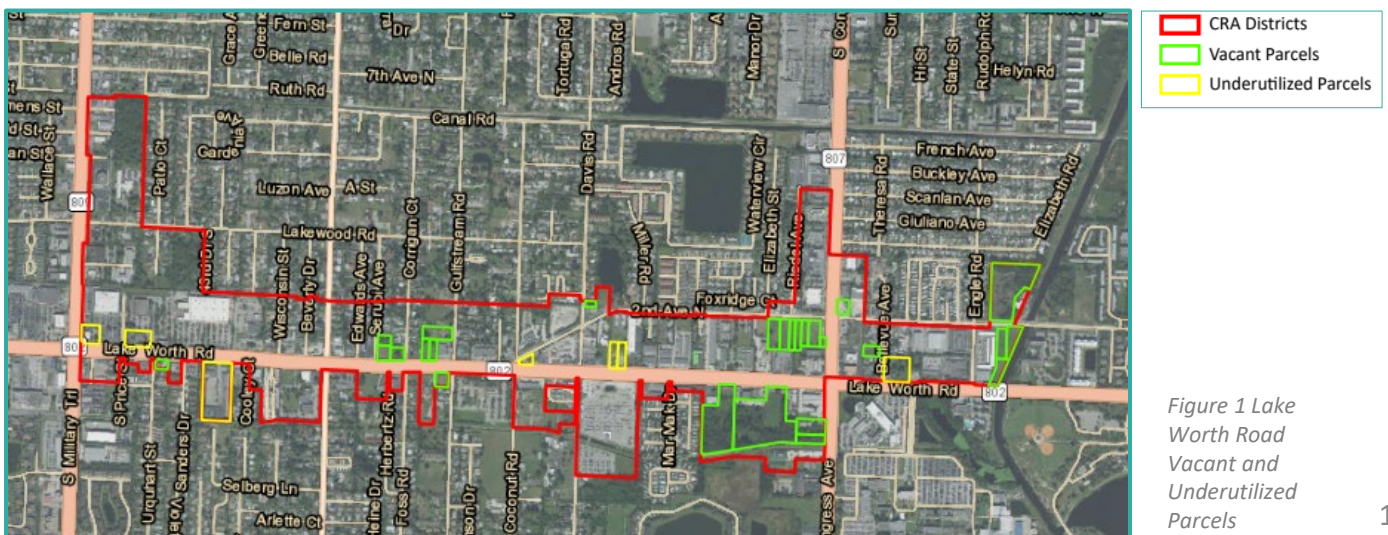
Vacant and Underutilized Parcels Lake Worth Road District

The Lake Worth Road Subdistrict is located on a nearly built-out suburban commercial corridor. The Lake Worth Road Subdistrict is anchored by a Home Depot on the west boundary and adjacent to Palm Beach State College on the east boundary. Within the subdistrict are many local uses including food markets, a car wash, offices, restaurants, and personal services.

Two large areas of vacant land exist towards the eastern area of the subdistrict. These vacant sites are comprised of multiple parcels. These sites should be considered for uses that align with the college and hospital uses just outside the CRA boundaries. The Village's Land Development Regulations allow for site specific mixed-use overlay. The CRA, in conjunction with the Village should consider by-right incentive based mixed-use regulations.

A few, but not many, underutilized parcels were identified. These underutilized parcels include vacant freestanding stores and shopping centers that have a high rate of vacancy and outdated layouts. Future redevelopment of these sites should incorporate urban design principals that include buildings closer to the road that allow for pedestrian access and more contemporary site design.

Underutilized parcels and occupied parcels in the vicinity of Lake Worth Road, Davis Road and 2nd Avenue present an opportunity for lot assemblage and a large-scale commercial development. Consideration should also be given for residential uses transitioning to the rear of the site to provide a buffering to the existing residential uses along Davis Road.



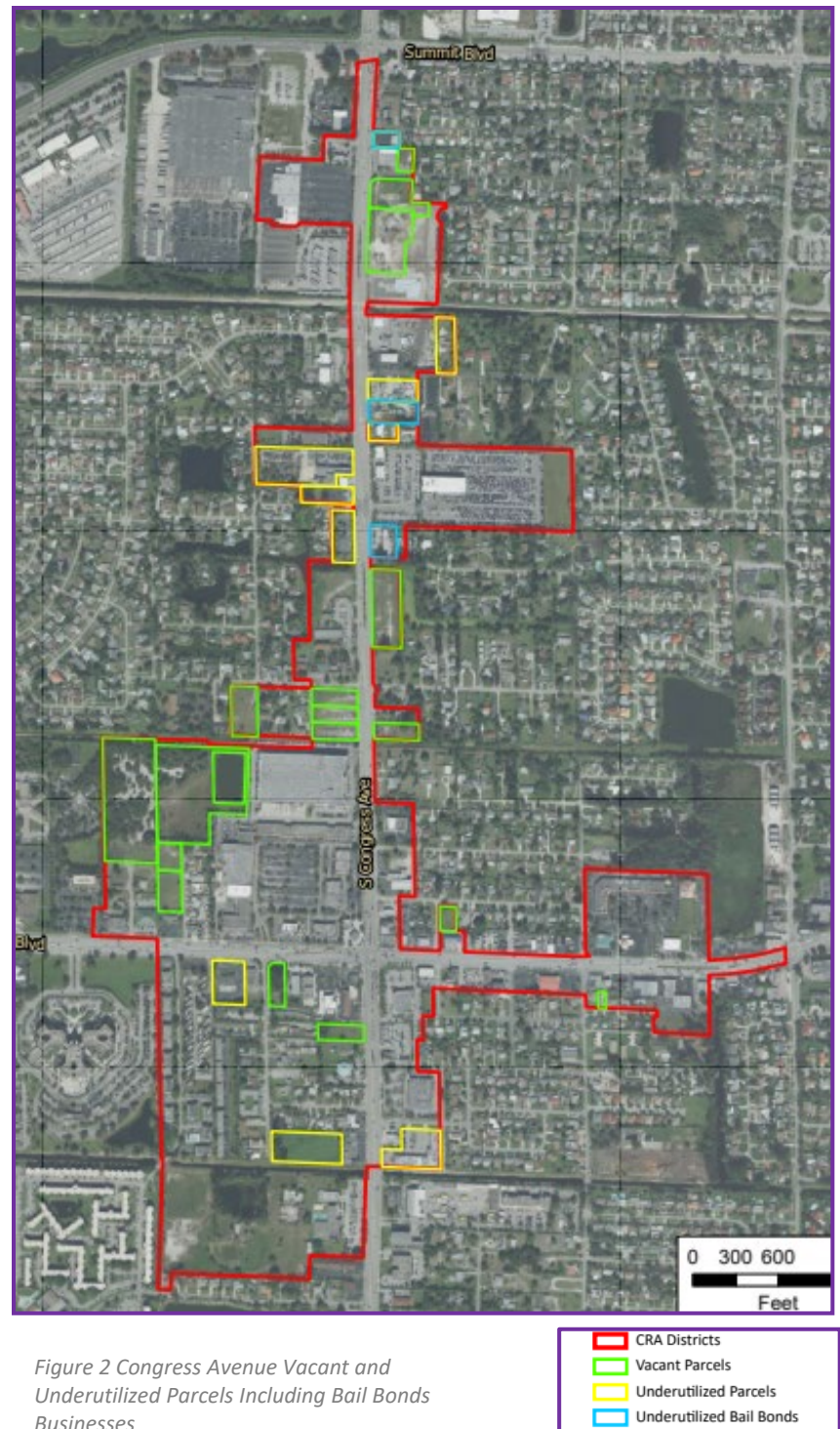
Available Land (2)

Vacant and Underutilized Parcels Congress Avenue

The Congress Avenue Subdistrict is a highly traveled north/south corridor. The corridor includes a small portion of Forest Hill Boulevard which leads to a major I-95 exit. The north end of the corridor leads to Palm Beach International Airport (Southern Boulevard), Trump International Golf Club West Palm Beach, and Palm Beach County Main Detention Center (Gun Club Road). These three major sites are not located in the CRA but have influence on the corridor, including uses such as bail bonds businesses. For purposes of this study, the bail bonds businesses have been identified on the following map.

Prior to the business restrictions of COVID-19 a large indoor recreation use opened at the north end of the corridor. Adjacent to this site are two larger vacant parcels with site plan approval for restaurant and commercial retail buildings. These uses align with the golf course and/or airport which are located within one and three miles respectively of the parcels.

There are 35.0 acres of undeveloped commercial properties, 31.89 acres of vacant residential parcels, and 3.0 acres of vacant mixed-use parcel along Congress Avenue.



Available Land (3)

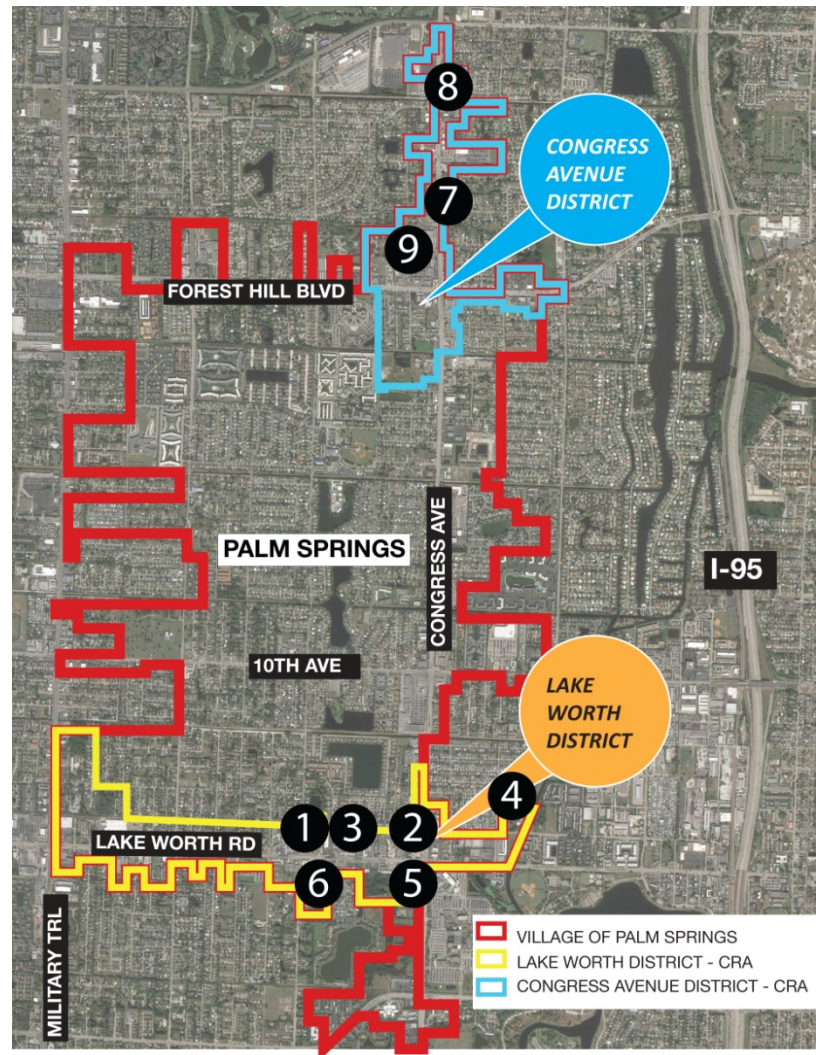
Availability/Listings

There is 53,000 square feet of available commercial spaces for the recruitment or expansion of businesses in the two districts. Additionally, as of April 2021, there are 131 residential properties available for purchase or rent for the recruitment of future residents in the Village of Palm Springs.

Private sites for potential redevelopment cover roughly 76.2 acres and include the following projects/parcels:

- 1 Triangle Area – 2nd Avenue and Lake Worth Road
- 2 2nd Avenue and Congress Avenue
- 3 2nd Avenue and Davis Road
- 4 2nd Avenue and E-4 Canal
- 5 Lake Worth Road and Congress Avenue vacant land
- 6 Flea Market property and adjacent overflow parking
- 7 Congress Avenue (Mixed-Use Vacant Land)
- 8 Congress Avenue and Holly Road
- 9 Congress Avenue and Forest Hill (around the Oxygen Site)

As with most undeveloped and under-developed sites, the absence of development feeds into the negative aesthetics and/or perception of blight due to overgrown landscaping, inadequate fencing, broken pavement, litter, boarded up windows, etc. The CRA's authority to collaborate with private developers and landowners to contribute to the look and feel of future development is important in addressing the needs and desires of residents, employers, commuters, and tourists.



External Agency Projects

The previous CRA plan identified several capital improvement projects. Projects included infrastructure, transportation, and transit improvements. These projects remain important to the redevelopment of the corridors but should not be dependent on full CRA funding. The below projects fall under the jurisdiction of external agencies.

The CRA should pivot from this list of capital projects, and instead focus on new projects and programs. The allocation of CRA funds for the sewer force main extension within the Congress Avenue subdistrict and aesthetic improvements to transit stops should remain a funding priority.

Project	Subdistrict	Agency
Sewer Force Main Extension	Congress Avenue	Palm Beach County
Pedestrian Access Improvements	Congress Avenue	Village of Palm Springs/FDOT/TPA
Traffic Improvements	Lake Worth Road	FDOT
Drainage Improvements	Lake Worth Road	Village of Palm Springs
Pedestrian Access Improvements	Lake Worth Road	FDOT
Mid-Block Crosswalks	Lake Worth Road	FDOT
Relocation of Aerial Utility Lines Underground	Congress Avenue and Lake Worth Road	FPL
Transit Improvements (Shelters, Benches)	Congress Avenue and Lake Worth Road	Palm Beach County

Proposed Update to Comprehensive Plan

Goals, Objectives, & Policies

The following Goals, Objectives and Policies should be used as guiding principles for the CRA. The Village's Comprehensive Plan should be updated to further strengthen the relationship between the Village and the CRA. Additionally, the Village's Land Development Regulations should be reviewed to ensure that they support the goals of the CRA.

Goal I: Retain and promote the CRA and Village's "small town" feel.

Objective I.I: Establish criteria that encourages infill development that enhances the Village.

Policy I.I: The Village and the CRA shall encourage development that provides neighborhood uses and appropriate destination businesses.

Goal II: Creation of Jobs.

Objective II.I: The CRA shall require new business that receive financial and in-kind support from the CRA to provide a local-hire goal.

Policy II.I: The CRA shall identify opportunities for increased economic development and employment opportunities within the Lake Worth Road subdistrict and the Congress Avenue subdistrict.

Goal III: Identify key parcels for community-serving businesses.

Objective III.I: The CRA shall identify and promote vacant storefronts and sites that will provide missing neighborhood uses.

Policy III.I: The CRA shall create a list of desired community-serving businesses.

Policy III.II: The CRA shall actively seek out desired community-serving businesses through partner organizations.

Goal IV: Protect the residential uses adjacent to the Lake Worth Road and Congress Avenue corridors.

Objective IV.I: Attract and support neighborhood-oriented businesses that contribute to the adjacent stable residential neighborhoods.

Policy IV.I: Types of uses and their environmental impact, such as noise, traffic, and hours of operation, shall be regulated through the Village's Land Development Regulations.

Objective IV.II: Create design standards for infill development that appropriately buffer the existing residential uses.

Goal V: Increase traffic safety on Lake Worth Road and Congress Avenue.

Objective V.I: Following the 2021 multi-modal study, the CRA should support the installation of bicycle lanes, speed controls and increased pedestrian comfort amenities along the CRA major corridors.

Policy V.I: Based on available funding, the CRA should enhance partner agency multi-modal improvements through the installation of street trees, transit stops, and street furniture.

Objective V.II: The CRA should design and construct an internal walkable street network that incorporates existing canals that connect into the corridors.

Proposed Update to Comprehensive Plan Goals, Objectives, & Policies (2)

Goal VI: Increase redevelopment activity on Lake Worth Road and Congress Avenue through incentives and the encouragement of parcel assemblage for quality redevelopment.

Objective VI.I: The CRA will work with the Village to encourage and incentivize lot assemblage through changes to the Land Development Regulations and streamlining the process.

Objective VI.II: The Village shall conduct a study to determine if impact fee abatement is a viable incentive program.

Policy VI.I: The CRA shall provide financial incentives and programming support for desired redevelopments.

Goal VII: Leverage proposed transportation projects.

Objective VII.I: The CRA shall promote transportation projects to potential developers.

Policy VII.I: The CRA should identify partner agency transportation projects and use them to attract quality redevelopment.

Goal VIII: Provide infrastructure to allow for sustainable business growth.

Objective VIII.I: Design, construction, and maintenance of sanitary sewer on Congress Avenue will allow for a growth and diversification of businesses.

Policy VIII.I: The CRA shall enter into an interlocal agreement with the Village and Palm Beach County to extend the sanitary sewer on the Congress Avenue.

Objective VIII.II: The funding of the design and construction of sanitary sewer on Congress Avenue by the CRA will lead to increased TIF revenues due to private redevelopment and highest and best uses.

Policy VIII.II: The future sanitary sewer shall be designed to support a growth in uses along the corridor.

TIF Projections

The following Tax Increment Financing (TIF) charts show the 30-year projection for each CRA sub-district based on no changes to the Village's millage rate and a 3% TIF growth rate. The final chart is the full CRA and includes the financing capacity for the CRA at each annual interval.

Lake Worth Road District

	Lake Worth Road District	LWR Increment	LWR TIF
2019 PBC Baseline	\$ 161,860,986		
2020 Final Value	\$ 171,184,347	\$ 9,323,361	\$ 62,000
2021 Preliminary Value	\$ 174,245,865	\$ 12,384,879	\$ 86,694
2022	\$ 179,473,241	\$ 17,612,255	\$ 123,286
2023	\$ 184,857,438	\$ 22,996,452	\$ 160,975
2024	\$ 190,403,161	\$ 28,542,175	\$ 199,795
2025	\$ 196,115,256	\$ 34,254,270	\$ 239,780
2026	\$ 201,998,714	\$ 40,137,728	\$ 280,964
2027	\$ 208,058,675	\$ 46,197,689	\$ 323,384
2028	\$ 214,300,435	\$ 52,439,449	\$ 367,076
2029	\$ 220,729,448	\$ 58,868,462	\$ 412,079
2030	\$ 227,351,332	\$ 65,490,346	\$ 458,432
2031	\$ 234,171,872	\$ 72,310,886	\$ 506,176
2032	\$ 241,197,028	\$ 79,336,042	\$ 555,352
2033	\$ 248,432,939	\$ 86,571,953	\$ 606,004
2034	\$ 255,885,927	\$ 94,024,941	\$ 658,175
2035	\$ 263,562,505	\$ 101,701,519	\$ 711,911
2036	\$ 271,469,380	\$ 109,608,394	\$ 767,259
2037	\$ 279,613,461	\$ 117,752,475	\$ 824,267
2038	\$ 288,001,865	\$ 126,140,879	\$ 882,986
2039	\$ 296,641,921	\$ 134,780,935	\$ 943,467
2040	\$ 305,541,179	\$ 143,680,193	\$ 1,005,761
2041	\$ 314,707,414	\$ 152,846,428	\$ 1,069,925
2042	\$ 324,148,637	\$ 162,287,651	\$ 1,136,014
2043	\$ 333,873,096	\$ 172,012,110	\$ 1,204,085
2044	\$ 343,889,289	\$ 182,028,303	\$ 1,274,198
2045	\$ 354,205,967	\$ 192,344,981	\$ 1,346,415
2046	\$ 364,832,146	\$ 202,971,160	\$ 1,420,798
2047	\$ 375,777,111	\$ 213,916,125	\$ 1,497,413
2048	\$ 387,050,424	\$ 225,189,438	\$ 1,576,326

TIF Projections (2)

Congress Avenue District

	Congress Avenue District	CA Increment	CA TIF
2019 PBC Baseline	\$ 127,292,669		
2020 Final Value	\$ 135,595,242	\$ 8,302,573	\$ 55,212
2021 Preliminary Value	\$ 141,134,893	\$ 13,842,224	\$ 96,896
2022	\$ 145,368,940	\$ 18,076,271	\$ 126,534
2023	\$ 149,730,008	\$ 22,437,339	\$ 157,061
2024	\$ 154,221,908	\$ 59,929,239	\$ 419,505
2025	\$ 191,848,566	\$ 64,555,897	\$ 451,891
2026	\$ 197,604,023	\$ 70,311,354	\$ 492,179
2027	\$ 203,532,143	\$ 76,239,474	\$ 533,676
2028	\$ 209,638,108	\$ 82,345,439	\$ 576,418
2029	\$ 215,927,251	\$ 88,634,582	\$ 620,442
2030	\$ 222,405,068	\$ 95,112,399	\$ 665,787
2031	\$ 229,077,220	\$ 101,784,551	\$ 712,492
2032	\$ 235,949,537	\$ 108,656,868	\$ 760,598
2033	\$ 243,028,023	\$ 115,735,354	\$ 810,147
2034	\$ 250,318,864	\$ 123,026,195	\$ 861,183
2035	\$ 257,828,430	\$ 130,535,761	\$ 913,750
2036	\$ 265,563,283	\$ 138,270,614	\$ 967,894
2037	\$ 273,530,181	\$ 146,237,512	\$ 1,023,663
2038	\$ 281,736,086	\$ 154,443,417	\$ 1,081,104
2039	\$ 290,188,169	\$ 162,895,500	\$ 1,140,269
2040	\$ 298,893,814	\$ 171,601,145	\$ 1,201,208
2041	\$ 307,860,629	\$ 180,567,960	\$ 1,263,976
2042	\$ 317,096,447	\$ 189,803,778	\$ 1,328,626
2043	\$ 326,609,341	\$ 199,316,672	\$ 1,395,217
2044	\$ 336,407,621	\$ 209,114,952	\$ 1,463,805
2045	\$ 346,499,850	\$ 219,207,181	\$ 1,534,450
2046	\$ 356,894,845	\$ 229,602,176	\$ 1,607,215
2047	\$ 367,601,691	\$ 240,309,022	\$ 1,682,163
2048	\$ 378,629,741	\$ 251,337,072	\$ 1,759,360

TIF Projections (3)

For the CRA to accomplish its capital improvement projects, it must consider two courses of action. The first option includes using TIF funds early on smaller, but impactful projects that support creating a destination and placemaking. The second option is to seek financing through municipal bonds or even traditional banking.

	CRA Total Value	CRA Increment	CRA TIR	New Construction	Debt Service Capacity	Debt Capacity*
2019 PBC Baseline	\$ 289,153,655					
2020 Final Value	\$ 306,779,589	\$ 17,625,934	\$ 117,212			\$ -
2021 Preliminary Value	\$ 315,380,758	\$ 26,227,103	\$ 174,410			\$ -
2022	\$ 324,842,181	\$ 35,688,526	\$ 237,329		\$ 158,219	\$ 2,353,901
2023	\$ 334,587,446	\$ 45,433,791	\$ 302,135		\$ 201,423	\$ 2,996,668
2024	\$ 344,625,070	\$ 55,471,415	\$ 368,885	\$ 33,000,000	\$ 245,923	\$ 3,658,717
2025	\$ 387,963,822	\$ 98,810,167	\$ 657,088		\$ 438,058	\$ 6,517,203
2026	\$ 399,602,736	\$ 110,449,081	\$ 734,486		\$ 489,658	\$ 7,284,869
2027	\$ 411,590,818	\$ 122,437,163	\$ 814,207		\$ 542,805	\$ 8,075,564
2028	\$ 423,938,543	\$ 134,784,888	\$ 896,320		\$ 597,546	\$ 8,889,981
2029	\$ 436,656,699	\$ 147,503,044	\$ 980,895		\$ 653,930	\$ 9,728,830
2030	\$ 449,756,400	\$ 160,602,745	\$ 1,068,008		\$ 712,006	\$ 10,592,844
2031	\$ 463,249,092	\$ 174,095,437	\$ 1,157,735		\$ 771,823	\$ 11,482,779
2032	\$ 477,146,565	\$ 187,992,910	\$ 1,250,153		\$ 833,435	\$ 12,399,412
2033	\$ 491,460,962	\$ 202,307,307	\$ 1,345,344		\$ 896,896	\$ 13,343,544
2034	\$ 506,204,791	\$ 217,051,136	\$ 1,443,390			
2035	\$ 521,390,934	\$ 232,237,279	\$ 1,544,378			
2036	\$ 537,032,663	\$ 247,879,008	\$ 1,648,395			
2037	\$ 553,143,642	\$ 263,989,987	\$ 1,755,533			
2038	\$ 569,737,952	\$ 280,584,297	\$ 1,865,886			
2039	\$ 586,830,090	\$ 297,676,435	\$ 1,979,548			
2040	\$ 604,434,993	\$ 315,281,338	\$ 2,096,621			
2041	\$ 622,568,043	\$ 333,414,388	\$ 2,217,206			
2042	\$ 641,245,084	\$ 352,091,429	\$ 2,341,408			
2043	\$ 660,482,437	\$ 371,328,782	\$ 2,469,336			
2044	\$ 680,296,910	\$ 391,143,255	\$ 2,601,103			
2045	\$ 700,705,817	\$ 411,552,162	\$ 2,736,822			
2046	\$ 721,726,991	\$ 432,573,336	\$ 2,876,613			
2047	\$ 743,378,801	\$ 454,225,146	\$ 3,020,597			
2048	\$ 765,680,165	\$ 476,526,510	\$ 3,168,901			

Economic Development Strategic Plan: Key Strategies and Work Plan

These strategies are based on the companion Market Analysis to promote investment and revitalization. The following strategies create the framework for the Work Plan.

Check the box as items are implemented.

CRA Governance

- Based on CRA goals and strategies, design and create an operational structure within the Village of Palm Springs for existing staff to undertake and implement programs and initiatives. These individuals will have specific skill sets that will carry out the mission, vision, and role of the CRA in compliance with state statutes. ☐
- Invest in professional CRA Board development including training, certifications, and conferences. ☐
- Negotiate the role of the CRA in an interlocal Agreement for the Congress Avenue force main extension project. ☐

Business Attraction and Recruitment

- Local Investment ☐
 - Partner with existing property owners to remove blight through facade improvements, uniform signage, landscaping, etc.
 - Partner with property owners to recruit complementary businesses and uses.
- Incentives and Grants ☐
 - Create guidelines and incentives to recruit and retain desired authentic retail and restaurant uses for vacant storefront spaces.
 - Create incentives to encourage desired authentic uses for vacant parking lots.

Safety, Code Enforcement, and Policy Guidelines

- Implement concentrated community policing efforts and enhanced code enforcement to address disproportionate number of police calls for service within the CRA. ☐
- Examine code violations as a basis for initial steps to blight removal and prevention of future blight. ☐
- Create design guidelines for each respective district to include facade and fencing preferences. ☐

Governmental Advocacy and Lobbying

- Collaborate with County staff and elected officials on the allocation and implementation of American Rescue Plan Act funding for eligible projects such as Lake Worth Road infrastructure for stormwater improvements. ☐
- Identify and advocate for grants to leverage tax increment revenue. ☐

Create an Identity

- Capitalize on the opportunity to create an identity authentic to the Lake Worth Road District. ☐
- Capitalize on existing employers to create an identity authentic to the Congress Avenue District. ☐
- While investing in sewer infrastructure on Congress Avenue, also incorporate and upgrade streetscaping by partnering with Complete Streets and the Department of Transportation. ☐
 - Improve resident, tourist, and employee pedestrian safety.
 - Improve corridor aesthetics.
 - Incorporate wayfinding signage to create a sense of place.
 - Incorporate sidewalk seating and trash receptacles.

CRA Work Plan

The CRA Work Plan is an action-based program, supported by a 2021 Market Analysis, that will lead the CRA towards programmatic growth and success. Based on the five economic drivers of Land, Labor, Markets, Regulation, and Capital the Work Plan provides an opportunity for the CRA to shift from just a capital improvement-based program to a holistic approach to redevelopment.



LAND

Aesthetics and Beautification

Aesthetics are one of the most important elements of attracting investment and this plan identifies aesthetic and safety improvements which must be implemented to maximize the potential to attract new commercial and residential investment. The strategies range from short-term to long-term, keeping in mind some are low-cost and others high-cost items. The following strategies are recommended to impact the aesthetics and beautification of the CRAs.

- Review code violation hot spots and/or areas for initial steps to blight removal and prevention of future blight.
- Create and implement “Community Clean-Up Program” or “Decode Day” campaigns to provide a system for community participation and business partnerships in neighborhood cleanup and maintenance.
- Increase funding for existing housing rehabilitation programs to address aging housing stock.
- Create design guidelines for each respective district to include facade and fencing preferences.
- Partner with public and private property owners for public art installations to include murals, utility boxes, bus shelters, and outdoor sculptures.
- Follow-through on the Lake Worth Road and Congress Avenue streetscaping projects by partnering with relevant external agencies.

CRA Work Plan (2)

Branding, Marketing, and Promotion Identity

Creating a brand sets the foundation for how residents, commuters, and visitors feel and think about a place. By utilizing and capitalizing on community input and recent asset mapping, the CRA will be in a position to implement branding and placemaking for the distinct Congress Avenue and Lake Worth Road subdistricts, which stretch roughly 1.85 miles and 1.47 miles respectively.

- Create an identity for each district to cover design guidelines, desired commercial and residential uses, signature community events, and logos.
- Incorporate wayfinding signage to create a sense of place.
- Create an online map with list of authentic local businesses.
- Highlight the area's healthcare, medical, and cosmetic assets, including nearby assets that positively impact the area's economic development, but which may not be in the CRA boundaries (i.e., Palm Beach State College).
- Install proper shelter bus stations with wayfinding maps.
- Develop a multi-lingual communication program for CRA initiatives, destinations, and events with a focus on Creole and Spanish languages.
- Capitalize on existing employers in the Congress Avenue District by building meaningful relationships with the goal of improving quality of life for employers, employees, and existing residents.
- Capitalize on G-Star High School of the Arts for Film, Animation and Performing Arts by building a collaborative relationship with this key destination partner that has international and domestic name recognition.

Placemaking

Utilizing strategic locations and properties to increase connections between people and places fosters new development, while also supporting previous development.

- Create an authentic downtown-type destination events for residents and visitors.
- Incorporate and enhance thriving multicultural businesses.
- Identify strategic visible locations for pop-up events to include street closures, food trucks, string lights, mobile vendors, artists, etc.
- Connect with and engage residents on social media.
- Identify key commercial property owners to partner with to improve aesthetics, sense of place, and to create community gathering spots.
- Partner with existing Drive-In theatre to diversify events for the community and attract new visitors to the CRA.
- Capitalize on the consistent local and regional foot traffic of Saturday visitors to create new gathering places.

CRA Work Plan (3)

Transportation, Traffic and Parking

Both CRA districts have the potential for increased multi-modal transportation initiatives given the Lake Worth District spans 1.47 miles and the Congress Avenue District 1.85 miles.

- Pursue partnerships for Canal-Oriented Development including destination Blueway and Tri-Rail Connections.
- Improve canal paths to Congress Avenue and canal path to shopping center.
- Improve resident, tourist, and employee pedestrian safety with the implementation of a Lake Worth Road Complete Streets project in collaboration with FDOT and Palm Beach County.
- Improve corridor aesthetics.
- Provide shade trees along promenade and/or other shading devices.
- Incorporate sidewalk seating, benches, and trash receptacles.
- Increase east-west sidewalks for neighborhood connections.
- Restrict vehicular access and convert select roadways to pedestrian promenade or multi-use path.
- Create an internal walkable street network starting with gateway intersections.
- Consider 2nd Avenue North from Lake Worth Road to the canal with improvements at 2nd Avenue and Congress Avenue, along with improvements at Lake Worth Road and 2nd Avenue North.
- Consider future signalized intersection at Davis Road and Lake Worth Road to enhance north-south connectivity, address safety issues at the unprotected intersection, and create better gateway into the heart of Village.
- Incorporate and upgrade streetscaping by partnering with Complete Streets and the Department of Transportation as part of the Congress Avenue sewer project.
- Provide site-specific “festival street” modifications to include removal of select curbs to encourage pedestrian-friendly outdoor dining and destination events.

Business Attraction and Recruitment

Given the amount of vacant and underutilized land, significant opportunities exist for the recruitment of commercial retail and job creating businesses. Because much of the land is privately held, the CRA will need to partner with developers or acquire land for public-private partnerships. The following attraction-related strategies are recommended to impact desired development.

- Partner with existing property owners to remove blight through facade improvements, uniform signage, landscaping, fence replacements, etc.
- Partner with property owners and economic development partners to recruit complementary businesses and uses for visitors and inbound employees.
- Acquire land for RFP strategic partnerships.
- Identify partners for the creation of a business incubator or shared workspace for entrepreneurs and creatives.

CRA Work Plan (4)

- Conduct a broker/banker/developer event to introduce the private sector to city decision makers and present the opportunities and plans to them.
- Develop relationship with commercial real estate brokers, including brokers that do not currently work in Palm Springs but who can be recruited to bring a fresh, honest, updated understanding of the market.
- Reach out to religious institutions to determine future development plans and applicable development programs.
- Create and maintain an inventory of key opportunity sites within the CRA boundaries.
- Reach out to property owners of large vacant parcels or surface lots in the burgeoning cosmetics district.
- Reach out to property owners of the Congress Avenue and Lake Worth Road property, a key site for destination development.
- Partner with developers on housing and hotel projects



LABOR

The Labor and Employment analysis contains current data related to existing residents, area employment centers, commuters, drive-through traffic counts, and tourists visiting the area for destination retail or attractions. The top workforce industries for Palm Springs residents are in Construction, Health Care & Social Assistance, and Retail Trade. The area's largest employer, a cosmetics manufacturer accounts for most of the inbound worker traffic with relatively few of those employees living in Palm Springs. Unemployment in the Village of Palm Springs is slightly higher percentage-wise than nearby Palm Beach County, with roughly 1,188 unemployed residents as of March 2020. Opportunities exist related to workforce training, along with the development of a creative industry cluster utilizing the following strategies.

- Partner with workforce providers and workforce training partners.
- Promote and/or incentivize training programs related to Retail Trade, Educational Services, and Accommodation & Food Services, where there are job surpluses and not enough workers to fill the open positions.
- Partner with educational institutions and partners to assist non-English speaking immigrants access workforce training programs and job opportunities.
- Partner with nearby healthcare institutions to grow health care related industries.
- Participate in workforce housing and housing rehabilitation initiatives to increase housing stock for inbound commuting employees.
- Partner with the County's economic development partnership and the Florida Film Office to create a film and entertainment cluster around G-Star Academy.

CRA Work Plan (5)



MARKETS

A more detailed description of the opportunities for the Markets can be found in Appendix 1 (Palm Springs CRA Opportunities Sites Report) and Appendix 2 (Market Assessment). The CRA contains a fairly stable residential community. Income challenges exist but given the housing density, CRA purchasing power is significant. Median Household income is \$40,630, while the Average Household Income is \$55,392 providing evidence of neighborhood stability without the outside pressures of higher-wage earners moving into the community. Where there has been an increase in new residents, the majority have language barriers impacting access to employment. Included in the Labor strategies are targeted recommendations for newcomers.

Strong consumer spending exists outside of the CRA, within a 15-mile drive-time. The key is partnering with existing retail developers and providers to create products and offerings for destination retail within the CRA. Select Business Attraction and Recruitment and Placemaking strategies are provided to address retail needs, given positive foot traffic and commuters with disposable income frequently coming into and driving-through the CRA boundaries. Much of the traffic counts and foot traffic are driven by the area's key assets.

Key Area Assets:

- Fulton-Holland Educational Services
- G-Star School of the Arts
- JKF Medical Center
- Lake Worth Swap Shop and Drive In
- Off-Lease Only
- Oxygen Development
- Palm Beach State College

CRA Work Plan (6)



CAPITAL

Access to capital strongly influences the type of development and development deadlines. Financial institutions frequently partner with the public sector on projects with community impact and/or a community benefit component including the incorporation of public spaces, recreational amenities, or income-restricted housing. As developers and private property owners design projects and seek financing, the CRA is well-positioned to provide gap financing to influence development for the benefit of residents and visitors. Strategies related to capital and tax increment revenue include the following items.

- Capitalize on current intergovernmental capital projects through private partnerships to encourage redevelopment adjacent to or in close proximity to the Congress Avenue Sanitary Sewer Force Main project; Lake Worth Road Multimodal Corridor Improvements; Lake Worth Road Drainage Improvements; and the proposed Complete Streets and Multi-Modal Improvements.
- Direct and assist project owners to other funding sources to leverage potential CRA investments.
- Partner with the County on the implementation of Department of Transportation grants, recruitment of Opportunity Zone Funds, identification of New Markets Tax Credit allocations, and programming of American Rescue Act dollars.

CRA Work Plan (7)



REGULATIONS

Regulations in the world of economic development are often tied to whether a community is business-friendly. The ease in doing business in a particular area or with a particular government department or entity is critical to the recruitment of private investment to the CRA. A review of land use and zoning designations found regulations compatible with community input on desired development. As a result, strategies and recommendations are primarily tied to intergovernmental collaboration and required CRA staffing.

- The Village's Land Development Regulations have an extensive list of Special Exceptions. These Special Exceptions should be reviewed to determine if they align with the goals of the CRA.
- The Village should consider a CRA zoning overlay that streamlines the process and provides procedural and intensity/density incentives for targeted industries.
 - It is recommended that the Village develops a built-out master plan scenario(s) for the CRA areas in which the community vision is graphically represented. Then attract investment that will develop parts of the master plan in a cohesive manner.
 - Having a predictable notion on what the regulations ask for in specific sites, will give the Village an edge and flexibility to achieve the tangible results desired by the community.
- Based on CRA goals and strategies, long-term the Village should create an operational staffing structure and accompanying operating budget to include a dedicated director and support staff for implementation of programs and initiatives.
- Identify and collaborate with governmental partners involved in the development process, including the Lake Worth Drainage District and the South Florida Water Management District.
- Identify governmental stakeholders and roles for an interlocal Agreement and coordination for the Congress Avenue force main extension project.
- Promote the College-Hospital Overlay (CHO) to encourage retention and recruitment of medical technology uses and higher education research and commercialization grants.
- Promote College-Hospital Overlay (CHO) to encourage retention and recruitment of medical technology uses and higher education research and commercialization grants.

CRA Work Plan (8)

IMPLEMENTATION PLAN

The following implementation plan presents a timeline and sequence by which the projects and programs identified within the Redevelopment Plan may be implemented. Several of the projects are sequential, multi-stage projects and require consecutive year schedules and funding. Other projects may be listed later on the implementation timeline in order to utilize anticipated TIF revenues. All redevelopment financed by TIF revenues will be completed by the end of the 2049-2050 fiscal year.

The implementation plan presents a three-year Action Plan addressing immediate cost-effective actions that may be initiated by the CRA and baseline activities that will enable the implementation of projects and programs identified in the Long-Term Implementation Plan.

Three-Year Action Plan

The three-year Action Plan presents proposed activities and tasks that lay the groundwork for implementation of long-term development programs and encourage long term private investment within the CRA. The first three years' tasks rely heavily on Village staff (assistance with work in-house) as the primary resource to minimize immediate impact upon the TIF revenues. Subsequent years' activities, years 3-10, are preliminary tasks and actions that require refinement of the CRA's redevelopment strategy to prioritize utilization of TIF revenue and alternate funding sources.

Long Term Implementation Plan

The Long-Term Implementation Plan presents activities and tasks that build upon the tasks identified in the Three-Year Action Plan and begins to implement the programs identified during compilation of the Finding of Necessity Reports. The list of proposed activities and projects identified is not complete or exhaustive and should be utilized by the Village as resources and opportunities present themselves.

Palm Springs CRA

10-Year Work Program

The CRA Work Plan is an action-based program that will lead the CRA towards programmatic growth and success. Based on the five economic drivers of Land, Labor, Markets, Regulation, and Capital the Work Plan provides an opportunity for the CRA to shift from just a capital improvement-based program to a holistic approach to redevelopment.

Green: These items generate and/or creates tax increment revenue.

Red: These items spend and/or do not contribute directly to tax increment revenue.

Yellow: These items could either create or spend tax increment.

		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
Capital Improvement Projects											
Acquisition of a Redevelopment Site	\$\$\$										
Installation of Street Trees	\$\$										
Transit Stops	\$\$										
Street Furniture	\$										
Canal path/internal walkable street network	\$\$\$										
Congress Avenue Force Main Extension	\$\$\$\$										
Additional Capital, Infrastructure, Placemaking projects	\$\$\$\$										
Programming Projects											
Incentives and waivers to address Code violations	\$										
Create an online map for authentic businesses	\$										
Identify strategic visible locations for pop-up events	\$										
Connect with and engage residents on social media.	\$										
Multi-lingual communications with a focus on Creole and Spanish languages.	\$										
CRA specific zoning overlay and design guidelines	\$\$										
Wayfinding signage	\$\$										
Authentic downtown-type destination events for residents and visitors.	\$										
Broker, Banker and Developer events for investment and business attraction											
Public art installations	\$\$										
Funding for existing housing rehabilitation	\$\$\$\$										
Dedication of staff to CRA priorities	\$										

Neighborhood Impact

NEIGHBORHOOD IMPACT

The implementation of the CRA Plan Update will foster many positive impacts to the quality of life within the CRA in terms of increased amenities, improved community facilities, improved environmental, physical and social quality, and an expanded tax base. While specific impacts cannot be determined without site-specific proposals to evaluate impacts, these activities including the construction of new residential, commercial and mixed-use development cannot be accomplished without affecting transportation, environmental quality, community services, employment and housing. The intent is to ensure that those impacts have an overall beneficial effect to the residents, property owners and business owners within the area as well as the larger unincorporated and incorporated areas of Palm Springs. This section presents the range of impacts that can be expected in each category.

Transportation

The CRA Plan proposes projects and programs to enhance the pedestrian environment and expand bicycling facilities. In addition, the mixed-use Future Land Use Map (FLUM) categories within the CRA are expected to provide some relief to traffic congestion within the community by fostering the development of traditional neighborhood characteristics. Closer proximity of commercial and employment opportunities and civic and institutional uses to residential uses encourages pedestrian, rather than automobile, trips.

Environmental Quality

Specific impacts cannot be determined without site-specific proposals; therefore, this section describes the general nature of impacts that can be expected in each category.

Water Quality

Any repairs, upgrades and replacements to potable water, sanitary sewer and stormwater facilities that may occur throughout the CRA are to be programmed concurrently with other redevelopment efforts. Through replacement of deteriorating sewer and water lines, along with more efficient stormwater management facilities and treatment of runoff prior to discharge into the Village's waterways, the water quality within the CRA is expected to improve incrementally each year. The site plan review process includes analysis of infrastructure and requires each development to address individual site issues.

Neighborhood Impact (2)

Protection of Vegetation

This plan proposes landscaping for public rights-of-way, public parks, and open spaces. The Village's site plan review process emphasizes maximum preservation of trees; however, development and redevelopment activities generally require the removal of some percentage of the existing trees. In these cases, the land development regulations require additional trees to be planted to replace protected trees that are removed and also require parking lot plantings.

Air Quality

The implementation of the CRA Plan does not involve the addition of any anticipated point-sources of air pollution that would require State or Federal permits. Construction activities that occur as a part of project development may be a source of particulates. Dust control measures are required to be employed during these activities.

Noise and Vibration

The land uses permitted within the CRA are not generally the type to consistently cause high noise levels. With the exception of the two North Congress Avenue parcels that are zoned industrial, the majority of the other allowable commercial businesses are required to conduct activities within buildings. This plan recommends analysis of land use changes that may restrict the type of industrial land use that can take place. Construction activities may cause a temporary increase in local noise levels; however, these activities will take place during normal working hours and will be short-lived. The Village has adopted a noise and vibration ordinance that protects its residents from high noise and vibration levels. The CRA should coordinate with the Village and adjacent jurisdictions to ensure that noise does not interfere with the residents and business owners within and surrounding the CRA.

Availability of Community Services

The implementation of the CRA Plan will provide the framework for more attractive and functional neighborhoods, which will lead to a higher residential population and increased business opportunities. It is anticipated that physical and social conditions in the area will improve with the gradual elimination of deteriorated and dilapidated structures, some of which cater to a criminal and transient population.

Effect on School Population

The implementation of the redevelopment plan will establish a revitalized and expanded residential base within the CRA. This plan makes provisions for attainable housing for moderate-income markets and new market-responsive housing that accommodates growing market segments. Many of the existing and some of the new CRA residents will likely be families that include school age children; however, the attainable and workforce housing units will also be likely to attract young professionals and "empty-nesters" looking to down-size. The Village will coordinate with the Palm Beach County School District as provided for in the Coordinated School Planning interlocal Agreement and State law.



Neighborhood Impact (3)

Employment

The implementation of the redevelopment plan will increase employment opportunities for the residents of the CRA through the establishment of new business and new opportunities for community-based entrepreneurship. Small-scale community business development is a key factor to providing a stronger, more diverse employment base that is more resistant to temporary economic cycles and decisions regarding capital mobility.

Relocation

Relocation of residents and businesses displaced as result of property acquisition by the Community Redevelopment Agency will follow procedures that fulfill the intent of Florida Statutes 421.55. At this writing, there are no CRA Projects proposed for implementation that would necessitate the displacement of any households. The Village's Comprehensive Plan promotes the reuse of existing structures, encourages County assistance for neighborhood revitalization, allows current residents to revitalize their neighborhoods, and avoids relocation. Any future CRA projects that do necessitate displacement of residents, will include a relocation plan in accordance with State law.

Proposed 5-Year Capital & Operating Budgets

	2022	2023	2024	2025	2026	2027
CRA Revenue	\$ 87,205	\$ 302,135	\$ 368,885	\$ 657,088	\$ 734,486	\$ 814,207
General Fund Transfer	\$ 87,205	\$ -	\$ -	\$ -	\$ -	\$ -
ARPA	\$ 3,162,730	\$ -	\$ -	\$ -	\$ -	\$ -
Carryover (from projections)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ 75,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting and Auditing	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Other Services	\$ 3,112,730	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Travel	\$ 3,592	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Communications	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Postage and Shipping	\$ -	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 1,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Promotions	\$ -	\$ 10,000	\$ 15,000	\$ 15,000	\$ 20,000	\$ 20,000
Other Expenses	\$ 175	\$ 175	\$ 175	\$ 175	\$ 175	\$ 175
Advertising	\$ -					
Admin Charge to City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Training	\$ 1,980	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Land	\$ -					
Buildings and Constructon	\$ -					
Other Capital Improvements	\$ 60,000					
Equipment	\$ -					
Contingency	\$ 77,663	\$ -	\$ -	\$ -	\$ -	\$ -
Available for Projects	\$ 77,663	\$ 201,210	\$ 262,960	\$ 551,163	\$ 623,561	\$ 703,282
Total Expenses	\$ 3,414,803	\$ 302,135	\$ 368,885	\$ 657,088	\$ 734,486	\$ 814,207
Debt Service Capacity		\$ 134,140	\$ 175,307	\$ 367,442	\$ 415,708	\$ 468,855
Debt Capacity		\$ 1,995,662	\$ 2,608,120	\$ 5,466,605	\$ 6,184,679	\$ 6,975,375



APPENDICES



Office of the Village Manager
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200
www.vpsfl.org

October 6, 2022

Calvin, Giordano & Associates, Inc.
Attn: James Hickey, AICP
580 Village Boulevard Suite 325
West Palm Beach, FL 33409

Re: Vision, Comprehensive Plan and Land Development Regulation Revisions – RFP No. 2022R-004

Dear Mr. Hickey:

I am writing to inform you that, regrettably, your company's proposal in response to the above-referenced solicitation has been deemed non-responsive in the following respects:

(1) The proposal does not meet the Request for Proposal's requirements with respect to the development of a Vision. Although the proposal addresses citizen input and mentions "vision," it does not provide for the preparation of a Vision document, or discuss the development of goals, strategic objectives and graphics as part of that Vision, as required by the Scope of Services.

(2) The proposal mentions providing a summary of needed LDR amendments, but does not include developing those amendments and shepherding them through the approval process, as required by the RFP Scope of Services.

Accordingly, pursuant to Sec. 58-5 of the Village Code of Ordinances, the proposal has been rejected as non-responsive and will be ineligible for further consideration. For further information about any rights you may have in connection with this decision, please consult Chapter 58 of the Village Code.

We appreciate your interest in providing services to the Village and would welcome your participation in future solicitations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Bornstein", with a stylized flourish at the end.

Michael Bornstein
Village Manager

cc: Iramis Cabrera, PZB Director
Theresa Gonzalez, Procurement Specialist

VILLAGE OF PALM SPRINGS

RFP # 2022R-004

*Consulting Services for Vision,
Comprehensive Plan and Land Development
Regulations (LDR) Revisions*



BONNIE LANDRY
& ASSOCIATES Professional Planning Services



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TAB 1 COVER LETTER, CHECKLIST, & ACKNOWLEDGEMENT OF ADDENDA

1.1 COVER LETTER

August 29, 2022

Theresa L. Gonzalez, Procurement Specialist
Village of Palm Springs
Attn: Planning, Zoning, & Building Department
226 Cypress Plane
Palm Springs, FL 33461

RE: RFP 2022R-004 Vision, Comprehensive Plan and LDR Revisions



Dear Ms. Gonzalez:

As principal of Bonnie C. Landry and Associates (BCLA), P.A., a Women-Owned Small Business located on the Treasure Coast, I am pleased to submit this response to your request for proposals to facilitate visioning exercise, revise the Village's Comprehensive Plan and to modify the Land Development Regulations for the Village of Palm Springs.

Public involvement is the cornerstone of our firm's projects and will be the central focus for our approach to improving and updating zoning code for the Town. We understand the scope and its requirements.

Our understanding of this project is to provide a complete revision to the Village's Comprehensive Plan, recommend related modifications to the Land Development Regulations, and provide a market overview/analysis to verify the land use optimization and market viability for the appropriateness of uses. As a part of this process our firm will facilitate public participation workshops and public outreach/educational opportunities, attend and present at Village meetings, and present final work products to Village Council.

As demonstrated in the attached proposal, our firm has current, direct experience in facilitating public workshops, drafting comprehensive plans and land development regulations with the associated maps, and facilitating visioning sessions. Our project team, which is supplemented by experienced staff from Kimley-Horn is a uniquely dynamic team who can deliver the project as envisioned. Our firm has extensive resources available to ensure this project is completed within the agreed timeline and budget.

I am excited at the prospect of working with the Village of Palm Springs. Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Bonnie C. Landry".

Bonnie C. Landry, AICP
President and Owner
Bonnie C. Landry and Associates, P.A
772-266-9427
bonnie@bclandry.com

1.2 CHECKLIST (EXHIBIT A)

EXHIBIT A- CONSULTANT CHECKLIST

Note:

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

Cover Letter (Tab 1)

Copy of this Check List - Exhibit A (Tab 1)

Acknowledgment of Addenda - Exhibit B (Tab 1)

Qualification Submittal Signature Page – Exhibit C (Tab 1) Consultant Profile (Tab 2)

Proposed Project Team Firms (Tab 3)

Specific Related Experience of the Firm (Tab4)

Key Proposed Project Team Personnel (Tab5)

Project Team Staffing Experience (Tab 5)

Project Delivery and Approach (Tab 6)

References – Exhibit D (Tab 7)

Conflict of Interest Disclosure Form - Exhibit E (Tab 8)

Notification of Public Entity Crimes Law - Exhibit F (Tab 8)

Drug-Free Workplace - Exhibit G (Tab 8)

Non-Collusion Affidavit - Exhibit H (Tab 8)

Truth-In-Negotiation Certificate - Exhibit I (Tab8)

W-9 Form (Tab 8)

1.3 ACKNOWLEDGEMENT OF ADDENDA #1 (EXHIBIT B)

Exhibit B Acknowledgement of Addenda form has been completed by Bonnie C. Landry and Associates and uploaded to Demand Star.

1.4 QUALIFICATION SUBMITTAL SIGNATURE PAGE (EXHIBIT C)

Exhibit C Qualification Submittal Signature Page has been completed by Bonnie C. Landry and Associates and uploaded to Demand Star.

TAB 2 CONSULTANT PROFILE

2.1 CORPORATION INFORMATION

2.1.1 & 2.1.2 FIRM NAME, ADDRESS, PHONE NUMBER

	Primary Contact	Second Contact
Name (First, Last)	Bonnie C. Landry	Heather Shaw
Title	Principal	Office Manager
Address	615 SW Saint Lucie Cres., Ste 201 Stuart, FL 34994	615 SW Saint Lucie Cres., Ste 201 Stuart, FL 34994
Phone Number	Office (772) 266-9427	Office (772) 266-9427
Mobile Phone	Mobile (772) 201-5052	Mobile (772) 528-1845
Email Address	bonnie@bclandry.com	Office.manager@bclandry.com

Bonnie C. Landry and Associates has one office location. There is no parent company.

2.1.3 TYPE OF CORPORATION

Bonnie C. Landry and Associates is a S-Corporation.

2.1.4 DATE INCORPORATED

Bonnie C. Landry and Associates was incorporated March 29, 2018.

2.1.5 STATE INCORPORATED

Bonnie C. Landry and Associates was incorporated in Florida.

2.1.6 PRESIDENT, VICE PRESIDENT, SECRETARY

President – Bonnie C. Landry

Secretary – Heather Shaw

2.1.7 FEDERAL EMPLOYER'S IDENTIFICATION NUMBER

82-5080864

2.2 PARTNERSHIP INFORMATION

N/A – Bonnie C. Landry and Associates is a S-Corporation; not a partnership.

2.3 BANKRUPTCY PETITIONS

N/A - Bonnie C. Landry and Associates is in a firm financial standing position to support services under this contract and has never filed for bankruptcy.

2.4 CLAIMS, ARBITRATIONS, ADMINISTRATIVE HEARINGS , LAWSUITS

N/A - Bonnie C. Landry and Associates has never had any claims, arbitrations, administrative hearings or lawsuits filed against the firm.

2.5 CRIMINAL PROCEEDINGS OR HEARINGS

N/A - Bonnie C. Landry and Associates has no history or criminal proceedings or hearings in which the Proposer, its principals or officers, or predecessor organization(s) were defendants.

2.6 CONVICTIONS

N/A - Bonnie C. Landry and Associates Proposer, its principals or officers, or predecessor organization(s) have never been convicted of a public crime, debarred, or suspended from bidding by any government in the firm's history.

2.6.1 PUBLIC ENTITY CRIMES

Exhibit F – Notification of Public Entity Crimes has been completed by Bonnie C. Landry and Associates and uploaded to Demand Star.

TAB 3 EXPERIENCE AND EXPERTISE

3.1 PROJECTS COMPLETED/ONGOING RELATED TO THIS PROJECT

The following are projects completed and/or ongoing that are specific and comparable to the Village of Palm Springs' project.

Evaluation and Appraisal Report of the Comprehensive Plan and LDR Updates – Town of Sewall's Point

- Client Contact Info: Michelle Berger, Former Town Manager (772) 801-3254; MichelleLeeBerger@gmail.com 1 S. Sewall's Point Rd, Sewall's Point, FL 34996
- Project Description: Please see page 11 this proposal.
- Start and End Dates: March 2021 – May 2022
- Principal/Project Manager: Bonnie C. Landry, AICP
- Firm was PRIMARY consultant.
- Cost: \$150,000
- Change Orders Issued? No
- Problems encountered and how they were solved: No problems encountered.
- Status of Redevelopment Plan: Anticipated Adoption May 2022

2021-2022 LDR Updates – Town of Sewall's Point

- Client Contact Info: Dan Hudson, Interim Town Manager (772) 287-2455 (Ext 12) dhudson@sewallspoint.org 1 S. Sewall's Point Rd, Sewall's Point, FL 34996
- Project Description: Please see page 12 of this proposal.
- Start and End Dates: January 2021 – May 2021
- Principal/Project Manager: Bonnie C. Landry, AICP
- Firm was PRIMARY consultant.
- Cost: \$5,900
- Change Orders Issued? No
- Problems encountered and how they were solved: No problems encountered.
- Status of Redevelopment Plan: Completed

EAR Based Amendments to the Comprehensive Plan – City of Port St. Lucie

- Client Contact Info: Ann Cox, AICP (772) 871-5218 annec@cityofpsl.com 121 SW Port St. Lucie Blvd, Building B, Port St. Lucie, FL 34984
- Project Description: Please see page 13 of this proposal.
- Start and End Dates: January 2020 – December 2021
- Principal/Project Manager: Bonnie C. Landry, AICP
- Firm was PRIMARY consultant.
- Cost: \$20,000
- Change Orders Issued? No
- Problems encountered and how they were solved: No problems encountered.
- Status of Redevelopment Plan: Completed; Successful Adoption

3.1 PROJECTS COMPLETED/ONGOING RELATED TO THIS PROJECT (CONT.)

Village of Indiantown Inaugural Comprehensive Plan – Village of Indiantown

- Client Contact Info: Howard W Brown Jr., ICMA-CM, Village Manager (772) 597-8282 hbrown@indiantownfl.gov 15516 SW Osceola St Suite B, Indiantown, FL 34956
- Project Description: Please see page 14 of this proposal.
- Start and End Dates: June 2018 – December 2019
- Principal/Project Manager: Bonnie C. Landry, AICP
- Firm was PRIMARY consultant.
- Cost: \$146,000
- Change Orders Issued? No
- Problems encountered and how they were solved: No problems encountered.
- Status of Redevelopment Plan: Completed; Successful Adoption

Comprehensive Plan Rewrite – City of Oakland Park

- Client Contact Info: Rick Buckeye, AICP; Senior Planner; 954.630.4345
- Project Description: see page 15
- Start and End Dates: January 2022- Ongoing
- Principal/Project Manager: Ali Palmer
- Firm was PRIMARY consultant.
- Cost: \$261,000
- Change Orders Issued? N/A
- Problems encountered and how they were solved: N/A
- Status of Redevelopment Plan: Ongoing

Comprehensive Plan EAR – Town of DeFuniak Springs

- Client Contact Info: Carisse LeJeune, Deputy City Manager; 850.892.8500
- Project Description: see page 15
- Start and End Dates: October 2020- March 2021
- Principal/Project Manager: Ali Palmer
- Firm was SUB consultant.
- Cost: \$4,880
- Change Orders Issued? N/A
- Problems encountered and how they were solved: N/A
- Status of Redevelopment Plan: Completed March 2021.

City Center Small Area Plan – City of Port St. Lucie

- Client Contact Info: Jennifer Davis, CRA Assistant Director; 772.344.4342
- Project Description: see page 15
- Start and End Dates: August 2020-January 2022
- Principal/Project Manager: Ali Palmer
- Firm was PRIMARY consultant.
- Cost: \$33,500
- Change Orders Issued? N/A
- Problems encountered and how they were solved: N/A
- Status of Redevelopment Plan: Completed January 2022.

3.1 PROJECTS COMPLETED/ONGOING RELATED TO THIS PROJECT (CONT.)

Comprehensive Plan-Transportation Element – Village of Indiantown

- Client Contact Info: Althea P. Jefferson, AICP, Director; 772.597.8269
- Project Description: see page 15
- Start and End Dates: February 2019-December 2021
- Principal/Project Manager: Adam Kerr, P.E.
- Firm was SUB consultant to BCLA
- Cost: \$11,250
- Change Orders Issued? N/A
- Problems encountered and how they were solved: N/A
- Status of Redevelopment Plan: Completed December 2021

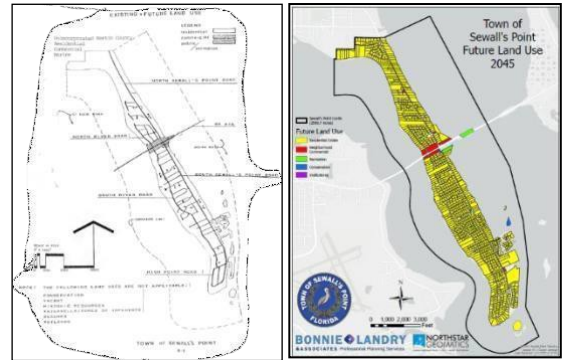
Community Visioning Plan – Town of Greenville

- Client Contact Info: Lee Jones, Town Clerk; 850.948.2251
- Project Description: see page 16
- Start and End Dates: December 2020-April 2021
- Principal/Project Manager: Ali Palmer
- Firm was PRIMARY consultant.
- Cost: N/A (under continuing services contract)
- Change Orders Issued? N/A
- Problems encountered and how they were solved: N/A
- Status of Redevelopment Plan: Completed April 2021

**EAR BASED AMENDMENTS TO COMPREHENSIVE PLAN AND LDR UPDATES
2021-2022 – TOWN OF SEWALL'S POINT, FL**



The Town of Sewall's Point's Comprehensive Plan was adopted in December 1989. Since that time, the Town has not updated the plan nor completed an Evaluation and Appraisal Review (EAR). In December 2020, the Town of Sewall's Point recognized a need to update the plan to reflect current state requirements and selected Bonnie C. Landry and Associates, P.A. (BCLA), to provide General Planning Services, draft the update to the Comprehensive Plan, and update the correlating Land Development Regulations (LDR). With nearly 500 changes to Community Planning law over the past 30 years, the Department of Economic Opportunity (DEO) recommended a complete re-write of the Village's plan. The consultant divided the project into two phases – Phase I (Fiscal year 2021) Data, Inventory and Analysis (DIA); Phase II (Fiscal year 2022) Goals, Objectives and Policies (GOPs). The firm also prepared a DEO Technical Assistance Grant Application on behalf of the Town, which resulted in \$50,000 in funding to offset the cost. The project included the newly required Property Rights Element (required as of July 2021) and resiliency policies (required as of 2015). BCLA partnered with NorthStar Geomatics to prepare the required map series. These new digital maps replaced the hand-drawn maps from the 1980s.



1989 FLU Map Updated 2022 FLU Map

Bonnie C. Landry and Associates (BCLA) was tasked to maintain the Village's "small-town feel," while meeting each State-mandated requirement. The firm carefully managed all comments to ensure each resident of the Town felt "heard" throughout the process. A "Matrix of Comments" was maintained to record the comment source, the correlating change, and the date of change.

Source	Issue/Comments	Staff Response	Result	Date Addressed



Four Public Workshops were conducted, allowing the residents to participate in live, interactive polling. This interactive activity is particularly effective with residents who desire to participate but are not comfortable speaking to a large group. The participants can silently “vote,” allowing for all residents to be heard. In order to reach more residents, the same poll was printed and made available at Town Hall, posted on the project web page, and sent via email to all residents. The consultant utilized all public comments, incorporating them into the Comprehensive Plan, while ensuring the policies continued to align with the FL State Statutes. This project has been transmitted to the Florida Department of Economic Opportunity and is awaiting the DEO’s Objections, Recommendations, and Comments Report. The anticipated completion (adoption) for this project is April 2022. Upon its adoption, the firm will provide updates to the Village’s Land Development Regulations (LDR) to comply with the newly adopted Comprehensive Plan.

2021-2022 CODE REVISIONS – TOWN OF SEWALL’S POINT, FL



In April 2021, BCLA drafted the Code Revisions and Ordinances for the Town of Sewall’s Point to define restaurants and food stores as conditional uses and to provide a method for these uses to be reviewed and approved by the Board of Zoning Adjustment. The Ordinances provided an application process which included objective criteria for consideration of these to ensure consistency for this process. Criteria for review included compatibility, noise, odor, lighting, signage, traffic safety, parking, and hours of operation. The consultant drafted all legal notices, agenda items and conferenced with the Town Attorney to ensure legal sufficiency.

The updated Code Revisions received unanimous approval by the Town Commission.

In April 2022, when the Comprehensive Plan has been adopted, BCLA will review and report on any Code Revisions needed to ensure the Land Development Regulations are consistent with the updated Comprehensive Plan. Any updates needed will be drafted and presented to the Town Commission by Bonnie C. Landry and Associates.



**EAR BASED AMENDMENTS TO THE COMPREHENSIVE PLAN –
CITY OF PORT ST. LUCIE, FL – DECEMBER 2020**



BCLA was contracted by the City of Port St. Lucie, Florida's 7th largest City, to conduct the EAR-Based Amendments to their Comprehensive Plan. The project scope included the review of all changes in Florida Community Planning Law; updating all supporting Data, Inventory and Analysis (DIA); and drafting of the strikethrough/underline the draft document. The approach included the development of a matrix listing the changes of state laws from 2012 through 2020, extensive research to update the data, and the cataloging of changes by element. This list was then refined by identifying all substantive changes that could result in an update to the Goals, Objectives and Policies. BCLA compiled, analyzed and reported on all required data, developing a final report with recommended changes to the plan.

Similar to the Sewall's Point project, BCLA provided all aspects of the amendment process, including the preparation of LPA and Council agenda items, as well as packaging the amendment and mailing it to the State and related agencies. Having worked for government, the firm's principal directs all aspects of a project while providing ongoing communication and updates to the government's project manager. Delegating tasks to municipal staff defeats the purpose of hiring a consultant.

The final report, with updated Data, Inventory and Analysis as well as recommended Goals, Objectives and Policies, received unanimous approval by the City Council and was approved by the State for adoption.

**VILLAGE OF INDIANTOWN INAUGURAL COMPREHENSIVE PLAN –
VILLAGE OF INDIANTOWN, FL - DECEMBER 2019**



BCLA proved its abilities to gain consensus among a diverse audience while developing the inaugural Comprehensive Plan for Florida's newest municipality, the Village of Indiantown. The firm managed all tasks including development of the Public Involvement Plan, facilitation of all meetings, collection of supporting data, drafting of required elements, preparation of public notices, preparing agenda items and correspondence with the State.

The key to the success of the plan was the extensive outreach efforts which resulted in more than 142 participants in a population of 6,000. The approach was to provide smaller workshops in key locations throughout the community. This approach was successful because it brought the meetings to the community, rather than the typical approach of one large meeting at a municipal building. The firm met with each of the Council members to learn key neighborhoods for the best locations and ensured each was ADA accessible.



Finally, the firm understood the audience. Based upon the demographics, half of the meetings were facilitated entirely in Spanish. Technology also helped. In 2019, BCLA received a grant from the Business Development Board of Martin County to purchase an audience response system. These polling devices connect wirelessly to a presentation on-screen and allow the participants to see the results of their input live and in real-time.

This is useful in audiences who either do not have a smart phone, do not wish to use their personal phone, or are not



comfortable uploading an application on their phone. To accommodate Covid-19 precautions, the polling equipment is sanitized and bagged for the end user.

If you would like more information on this project, please see the video diary by viewing this link: <https://www.youtube.com/watch?v=OVur31fOlrw>. During the project, the consultant compiled a video diary of interviews with local business leaders and elected officials.

COMPREHENSIVE PLAN REWRITE - CITY OF OAKLAND PARK, FL

The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

COMPREHENSIVE PLAN EAR – TOWN OF DEFUNIAK SPRINGS, FL

Kimley-Horn provided planning services as a subconsultant to the City, including review and analysis of comprehensive plan elements for the purpose of the evaluation and appraisal report to be transmitted to the Department of Community Affairs. Recommendations were made to the City to update their Land Use, Transportation, Utilities and Historic Preservation elements. A new property rights element was also drafted.

COMPREHENSIVE PLAN-TRANSPORTATION ELEMENT – VILLAGE OF INDIANTOWN, FL

Kimley-Horn is providing transportation planning and engineering services to support the development of the Transportation Element of the Village of Indiantown's Comprehensive Plan as a subconsultant to Bonnie C. Landry and Associates, P.A. (BCLA). As a part of this process, we analyzed transportation-related data to assist in creating a Map Series to utilize in this Plan. This data will be gathered by Kimley-Horn and supported where necessary using existing traffic count data provided by Martin County, the Martin MPO, and FDOT. The information collected for this Plan will be presented to the Florida Department of Transportation (FDOT) and the Florida Department of Economic Opportunity (DEO). Other services provided include additional data collection, attendance at meetings and public hearings, general civil engineering, environmental analysis and engineering, construction administration, landscape architecture, and parking analysis.

AREA CENTER SMALL AREA PLAN – TOWN OF PORT ST. LUCIE, FL

Kimley-Horn worked with the City's Community Redevelopment Agency (CRA) to explore initiatives that will result in the redevelopment of City Center by way of a Small Area Plan. Tasks include the condition and needs report, creation of a web-based survey created on the MetroQuest platform and live public input meetings through virtual platforms.

COMMUNITY VISION PLAN – TOWN OF GREENVILLE, FL

Under a continuing professional services contract with the Town of Greenville, Kimley-Horn led a visioning process to assist the Town in determining its future state as the area continues to develop and grow. Working with the citizens, stakeholders, Town staff, board members, and the Town Council, our team developed priorities for achievement that would be outlined in the “Town of Greenville Vision and Specific Action Plan” created by our team. This Vision Plan was developed through community workshops, review plans and programs, data gathering and analysis, and vision, goals and strategy development. This data was then used to develop a specific action plan to present to the Town Council.

3.2 FIRM'S OVERALL EXPERIENCE

The firm has had numerous experiences that are related to the Village of Palm Springs' RFP including public involvement.

Port St. Lucie Intermodal Project – St. Lucie County

Business Community Input Project – Town of Jupiter

Manatee Pocket Gateway Project – Port Salerno CRA, Martin County

2022 COMMUNITY HUB – ST. LUCIE COUNTY, FL – IN PROGRESS



This project is Phase II of the Port St. Lucie Intermodal Facility development and will become the Community Hub. Located strategically across from the City of Port St. Lucie Municipal Complex, this phase will transform the existing functional transit stop into a vibrant hub that enriches the surrounding

neighborhoods and goes beyond moving people from “Point A” to “Point B.” It will be a part of the City’s High Performance Public Spaces.

BCLA’s role is to facilitate the public involvement process, ensuring the final design meets the needs of all stakeholders. The project crosses jurisdiction lines as the project is headed by St. Lucie County Transit Division and is located in the City of Port St. Lucie. Therefore, the outreach includes numerous public meetings and a Steering Committee comprised of



members from both the City and the County to navigate the design and public involvement processes. This will result in consensus for the final concepts to be reviewed and approved by



the St. Lucie Transportation Planning Organization (TPO), the St. Lucie County Commission and the City of Port St. Lucie Council. This partnership ensures a project that aligns public transit services with community needs and the Strategic Plans for both municipalities. BCLA is preparing the Federally mandated documents such as the Public Involvement Plan (PIP), the Title VI Plan and the Safety Plan. The public workshops will provide live interactive polling, hands-on public design activities, surveys, a video diary, and a project website to house all project documents.

BUSINESS COMMUNITY INPUT PROJECT – JUPITER, FL - SEPTEMBER 2021



The Business Community Input Project for the Town of Jupiter was the result of the Village's Fiscal Year 2021-2022 Strategic Plan. A focus of their strategic plan was a "strong local economy." Bonnie C. Landry and Associates was hired to interview a sample of Jupiter businesses to learn about their needs and how the Town can better support them. The project began with an environmental scan of local businesses. From this list, the team visited sixty businesses, narrowing down the list to conduct a final eighteen face to face interviews.



All the businesses interviewed conveyed their appreciation to the Town for designing the project and to BCLA for the professional approach, providing an outlet to communicate with the decision-makers. They welcomed the open-ended format as it allowed them to talk about their unique businesses and perspectives. Many of those interviewed expressed a desire for this communication to continue and suggested establishing focus groups to continue the discussion to provide a platform for networking and sharing ideas with the Town and other local businesses.

The recommendations resulting from the interviews included:

Recommendation 1: Coffee with the Mayor – An open forum for the business owners to network with other businesses and the Town.

Recommendation 2: Designate a Town Business Navigator – A staff member to guide businesses through Town programs and processes.

Recommendation 3: Public Education Campaign – A collaborative effort of Code and Enforcement and Planning and Zoning Departments to provide information about regulations (what is allowed and what is prohibited) in the Town.

Recommendation 4: Review of the Sign Code - Conduct a workshop for businesses from this study to discuss challenges with sign code.

Recommendation 5: Streamline the Special Events Process – Review the Special Events Permit process and look for efficiencies.

Recommendation 6: Review of Building Standards in Industrial-Zoned Properties – Collaborate with the large businesses from the project who expressed challenges with the cost and difficulty in business expansion.

Recommendation 7: Establish Regular Communication with Local Businesses – Consider publishing regular communication targeted to local business owners.

Recommendation 8: Visit Project Participants in Six (6) Months – Conduct follow up meetings with the participants in this project to gauge the progress made toward the business-Town relationship.

MANATEE POCKET GATEWAY PROJECT- PORT SALERNO, FL

Landry managed the Manatee Pocket Gateway Project in the Port Salerno Community Redevelopment Agency (CRA), demonstrating how the right CRA projects can support and grow local businesses which ultimately grows the CRA Tax Increment Financing (TIF). The project was featured in the *National Planning Magazine*. By bringing together all stakeholders (private and public), an 80-foot-long solid concrete Jersey barrier was removed, providing a local restaurant with greater visibility and access for its customers; the community with a beautiful plaza area with seating; and a local artist a better canvas for her public art. This public-private partnership was the result of numerous meetings with the business owners, artists, engineers, and the local government staff. The business was concerned with limited parking, the engineers were concerned about the safety of removing the barrier between vehicles and the river, and the artist was concerned about placing her art on an ugly concrete Jersey barrier.



The planner interviewed all stakeholders (one-on-one and as a group), and the Manatee Pocket Gateway project was born. An essential element of redevelopment projects is to provide context-sensitive solutions to site challenges. Infill sites can be particularly challenging with a constrained site area. Through the planner's collaboration with all stakeholders in this project, this former eye sore, in the heart of the CRA waterfront restaurant district, was transformed into a functional, safer, and more beautiful connection to the waterway.



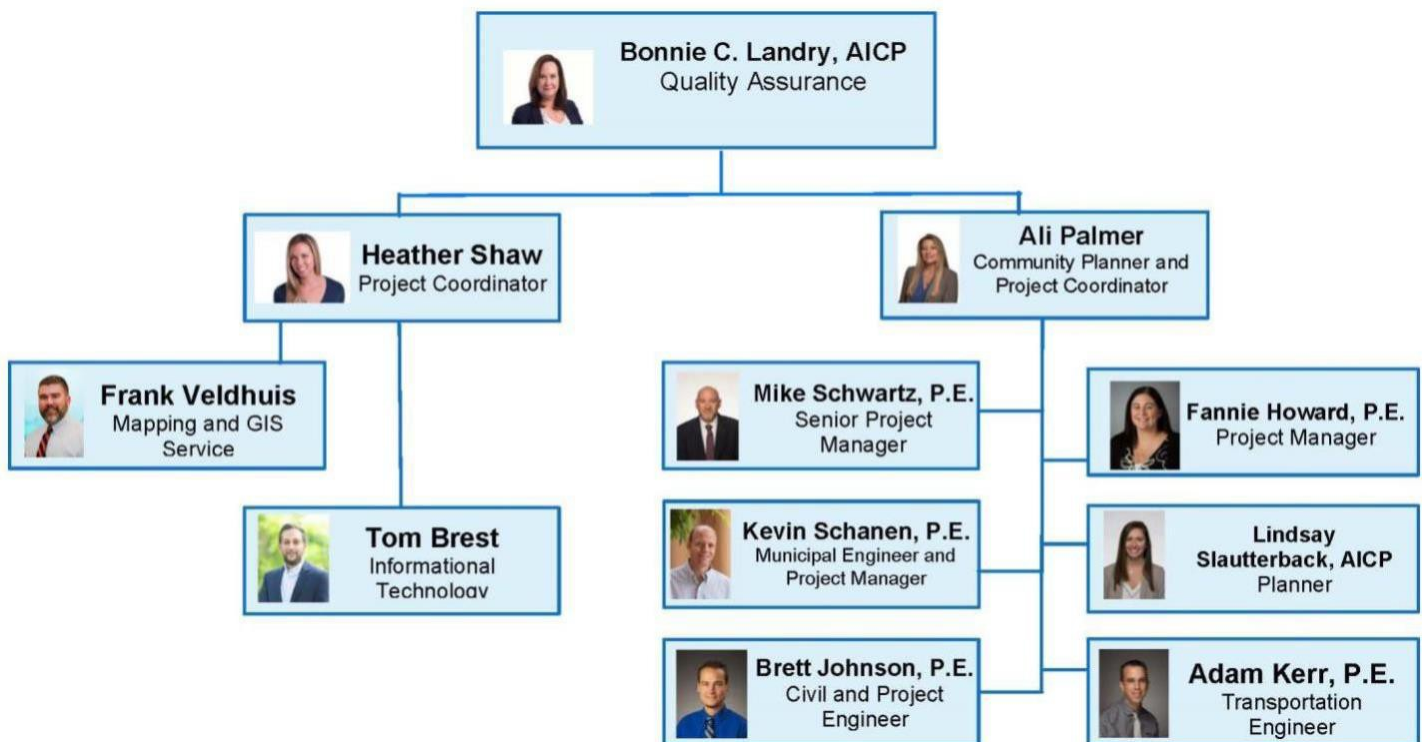
2019 FLORIDA APA CONFERENCE PRESENTATION



The Indiantown Comprehensive Plan project was the subject of a session at the 2019 Florida APA Conference. The firm's president, Bonnie Landry, provided the success story of meeting participants in their own neighborhoods. This resulted in a diverse group of participants which ultimately informed the Inaugural Comprehensive Plan. The title of the session was "How to Achieve Consensus Among a Diverse Population." This presentation demonstrated that successful public outreach can be achieved by providing a multitude of workshop tools (including live polling) and the importance of reaching an audience in their native language.

TAB 4 KEY PROPOSED PROJECT TEAM PERSONNEL

4.1 ORGANIZATIONAL CHART



4.2 PROJECT TEAM/ KEY PERSONNEL



Bonnie Landry, the **Firm's President**, will be the key member of the project team responsible to provide the deliverables on-time and within budget to the Village of Palm Springs. With more than 20 years of professional planning experience, this high-level project management ensures the quality demanded by a project such as this. Ms. Landry's years of practice in the public sector afforded her experience in broad range of planning disciplines such as zoning, community engagement, comprehensive planning, development application review, redevelopment, and transportation planning. Landry's planning career began as a CRA Project Manager. Landry also worked with not-for-profit organizations, which provided her a strong background in data collection, analysis, and reporting.

Landry is certified through the American Planning Association (American Institute of Certified Planners – AICP). She holds a bachelor's degree in Journalism from Louisiana State University and completed coursework for accreditation with Congress for New Urbanism at the University of Miami also known as CNU-a. Landry also had the unique opportunity of developing the inaugural Comprehensive Plan for Florida's newest municipality, the Village of Indiantown. Landry was published in the National APA Magazine "Planning." The article "Breaking Down the Jersey Barrier" featured one of her Community Redevelopment Agency projects along the Port Salerno waterfront. The Port Salerno Gateway project created a beautiful canvas for local art when she collaborated with the engineering department to safely remove a Jersey Barrier to provide a plaza area and more beautiful connection to the waterway.



Landry is active on the State level presenting at numerous APA conferences. One of the conferences highlighted the Martin County Community Redevelopment Agency when she presented a summary on the Stormwater Design Toolkit – sustainable stormwater update to the CRA Stormwater Master Plan.



Most recently, at the 2019 Florida APA Conference, she provided a success story of public involvement in the Village of Indiantown, gathering input to inform the Inaugural Comprehensive Plan. The title of the session was "How to Achieve Consensus Among a Diverse Population." This presentation demonstrated that successful public outreach can be achieved by providing a multitude of workshop tools.

Heather Shaw is the **Project Coordinator and Office Manager** at Bonnie C. Landry and Associates. Mrs. Shaw received her Bachelor's Degree from the University of Central Florida in 2008. She worked in the public sector for ten years, then became a stay-at-home mom. A networking opportunity introduced her to the firm's principal, and shortly after, Heather took on the position as Office Manager and Project Coordinator at BCLA, opening the door to her former passions: business management, clerical tasks, and integration of technology.



Mrs. Shaw coordinates projects for the firm, ensuring deadlines are met with quality deliverables, meetings are scheduled in a timely manner, requests of all clients are met, and communication between the firm and the client is constant and up to date. Communication is her strong point, priding herself in quick responses to all BCLA clients. Shaw collaborates closely with the president, Bonnie Landry, creating a seamless, smooth operation. This dynamic teamwork gives clients of BCLA high quality service, positive interactions, and immediate feedback. With an eager to learn attitude, Heather is enthusiastically acquiring new knowledge about local government operations.

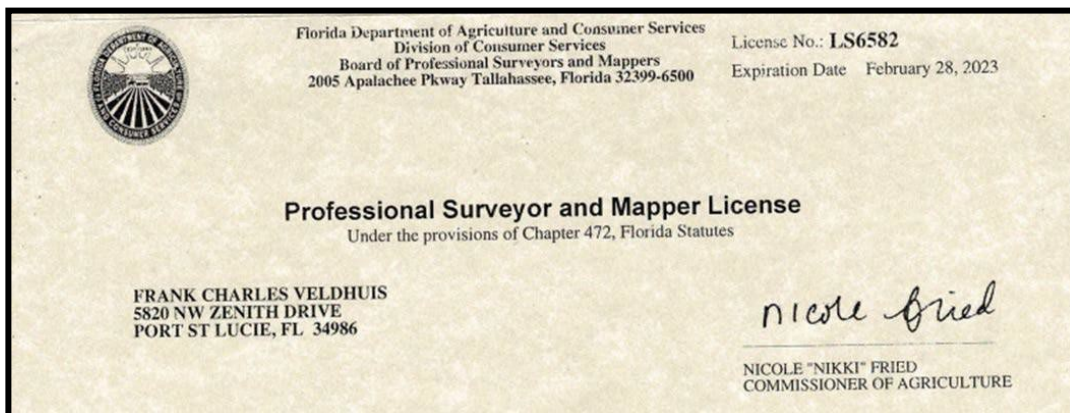
Tom Brest, Informational Technology Specialist, is the owner of Brest Consulting, Inc. Brest Consulting Inc. has been owned and operated by Thomas Brest, a United States Air Force Veteran, since 2019 in Jensen Beach, FL. Mainly serving small business owners and residents of Martin and St Lucie County, Brest Consulting thrives on building personal relationships. Tom's extensive background from the Military, Manufacturing and Real Estate Industry over the last 18 years allows him to adapt to any situation that arises and the knowledge to find the perfect solution.





Frank Veldhuis, GIS Professional and Certified Surveyor, is the owner of NorthStar Geomatics, a Stuart-based firm, specializing in Professional Surveying and Geographic Information System Mapping (GIS). BCLA is partnering with NorthStar Geomatics to provide geographic mapping of data, field surveying and updating of the zoning maps. Frank Veldhuis, co-owner of NorthStar Geomatics, will prepare these visuals.

Mr. Veldhuis founded NorthStar Geomatics, Inc. in 2002 with co-owner Gregory Fleming where he acts as GIS Senior Professional for the firm's GIS projects. Mr. Veldhuis has a unique background of both a licensed surveyor as well as a GIS professional. In his role, at BCLA, Veldhuis, provides the maps needed to support planning projects such as transportation maps, zoning maps, Future Land Use maps and location maps. Mr. Veldhuis' outstanding experience in both GIS and surveying makes him uniquely qualified to provide a wide range of services that complement BCLA projects. Mr. Veldhuis' role with BCLA affords him opportunities to regularly think creatively and support the team in technologically advanced directions resulting in cost effective solutions.





Ali Palmer, has more than 19 years of planning, development, and redevelopment experience in Florida. Prior to joining Kimley-Horn, Ali was in private planning practice with a concentration in land use, local government, zoning, and comprehensive planning in South Florida. She has wide-ranging experience working with local government agencies, including Community Redevelopment Agencies (CRA's). Ali has facilitated and implemented master plans and has extensive knowledge of land use and entitlements, development-related issues, public policy, parks and open space, comprehensive planning, project budgeting, urban design, and form-based codes. She is practiced in coordinating and conducting public meetings and presentations, as well as public engagement and visioning charrettes. Ali has special expertise in growth management and community development. Her professional work includes acquiring development entitlements, project management, writing land development regulations, comprehensive planning, infill redevelopment, as well as master planning for sites over 100 acres. She is a public hearing veteran with experience in both judicial and quasi-judicial hearing procedures, and regularly appears before elected bodies and planning boards, in addition to her experience as a qualified expert witness with respect to land use planning and zoning issues.



Adam Kerr, P.E., is a transportation engineer with two decades of experience in a variety of transportation planning and traffic engineering projects in South Florida. Adam's experience includes preparation of major developments of regional impact (DRIs), FDOT action plan analyses, data collection coordination, and computer modeling. He has prepared traffic studies, signal warrant analyses, and traffic signal designs throughout Palm Beach County and South Florida. Adam has significant project experience in the Town of Jupiter. He has also served as the City Traffic Engineer for the City of Greenacres and has provided traffic and planning consulting services for the Town of Jupiter and City of Boca Raton. Adam earned his Bachelor of Science in Civil Engineering at Clemson University. He is the vice president of the Palm Beach Planning Congress and a member of the Congress for the New Urbanism. He is also a registered Professional Engineer in Florida and Alabama.



Mike Schwartz, P.E., As a senior project manager with 26 years of experience, Mike is responsible for the design, permitting, and management of engineering projects; planning, developing, and coordinating engineering documents; and coordinating project drafting, drainage analysis, stormwater modeling, and construction observation. His design experience includes storm drainage, water management, and utility coordination for roadway design and land development projects. He also has been responsible for preliminary engineering on private land development projects, performance of traffic engineering analyses, and preparation of developments of regional impact (DRIs).

Kevin Schanen, P.E., has more than 24 years of diverse municipal engineering and project management experience. He has led a wide variety of municipal engineering projects, including coastal structures, recreational facilities, streetscape projects, stormwater improvements, structural designs, utility infrastructure and treatment projects, restoration and rehabilitation, marina development, and many other general infrastructure improvements. Kevin has led some of the largest and most complicated infrastructure projects in the Town of Palm Beach including the North Ocean Blvd. Seawall Replacement. Kevin has provided marine structure design and rehabilitation services to many communities, businesses, and private individuals throughout the state of Florida. His experience includes the Reach



3 Seawall Repair Project; Seabreeze, Seaspray, and Primavera Bulkhead Improvements; and the Peruvian Dock Seawall Investigation in the Town of Palm Beach, as well as the Port St. Lucie Civic Center Bulkhead in St. Lucie County. Kevin earned his Bachelor of Science degree in Civil Engineering from the University of Florida and has been recognized by the University with an Outstanding Young Alumnus award. He is a Professional Engineer in Florida.



Brett Johnson, P.E., has more than 16 years of civil engineering experience in Palm Beach County. Prior to joining Kimley-Horn, he worked for the Village of Royal Palm Beach as a project engineer. The focus of that experience was the Village's Capital Improvement Program. Brett oversaw projects throughout the entire project life cycle – from conceptualization and funding acquisition, to design and document preparation, and finally through bidding and construction management. The projects that he was responsible for ranged from small streetscape projects to the development of a multi-million-dollar regional park. Since joining Kimley-Horn, Brett has had the opportunity to expand his abilities into the areas of concrete inspection and restoration as well as utility design. He has worked on several projects for the Town of Palm Beach and was instrumental in the design of the Reach 3 Seawall Improvements project. Brett earned his Bachelor of Science degree in Mechanical Engineering from Virginia Tech and is a Professional Engineer in Florida.

Fannie Howard, P.E., is a project engineer with 18 years of engineering experience involved with utility projects throughout southeast Florida. She is also proficient with ICPR, GIS, WaterGems, WaterCAD, and Hydranautics (IMS design software programs).



Lindsay Slautterback, AICP, is a planner with experience in a variety of areas, most notably environmental and transportation services. She has significant experience in materials development and coordination of public engagement events. She is experienced in ArcGIS software. She provides technical support for projects that involve multimodal improvements to existing and planned transportation networks. Notable projects that Lindsay has assisted with include the Tallahassee-Leon County Bicycle and Pedestrian Master Plan, the Southwest Area Transportation Plan, Connections 2045 Regional Mobility Plan, and the Midtown Area Transportation Plan.

4.3 RESUMES

Bonnie C. Landry, AICP

Professional Planning Services

**Contact**

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Suite 201
Stuart, FL 34994
(772) 266 - 9427
www.bclandry.com
www.linkedin.com/in/BCLA

Licenses

AICP Certified, American
Institute of Certified
Planners since 2009

Publications

"Breaking Down the
Jersey Barrier" *Planning
Magazine*, August 2013

Education

B.A. Journalism,
Minor Sociology
Louisiana State University

CNUa, Congress for New
Urbanism
University of Miami
2011

**Boards and
Affiliations**

Secretary, Treasure Coast
Section of FL APA 2014

Chairman, City of Stuart
Board of Adjustment 2006

Member Stuart/Martin
County Chamber of
Commerce Since 2018

Strengths

Accomplished, versatile and respected planning professional with 30 years of public service specializing in transportation planning, comprehensive planning, strategic planning, land use, and redevelopment. Unmatched interpersonal communication skills that build strong, long-term relationships among diverse populations to gain consensus and successfully manage multiple projects for on-time delivery of tasks. Vast planning experience among several planning disciplines; Decades of effective collaboration with elected officials, governmental staff, consultants and the general public; Attention to detail resulting in accurate interpretation of laws and regulations, policies, and guidelines efficiently and accurately; Develops and manages capital operations and grant budgets; Works well under pressure to meet deadlines and established milestones.

Accomplishments

- Established Women-Owned Small Business Planning Firm 2018
- 2019 Grant Recipient for Martin County Small Businesses (SBA) Business Development Board (BDB) Business Accelerator Program
- Presenter 2019 FL APA Conference
- Published in National Planning Magazine 2014
- Presenter 2012 FL APA Conference
- Certified AICP Planner since 2009
- 2003 Graduate LEADERShip Stuart/Martin County Chamber of Commerce

Experience

February 2018 – Present

Owner/Principal • Bonnie C. Landry and Associates (BCLA) • Stuart, FL

Principal of a professional planning firm specializing in numerous facets of planning including transportation planning, strategic planning, comprehensive planning, and public engagement.

- Port St. Lucie Intermodal Facility (2021 – 2022)** St. Lucie County Transit Transforming the existing functional transit hub into a vibrant neighborhood destination. Prepare all Federally required documents (Public Involvement Plan, Title IV Plan and Safety & Security plans).
- Business Community Input Report (2021)** Town of Jupiter Interviewed local businesses to learn their needs and report to Town Council findings and recommendations
- Update to the Comprehensive Plan (2021-2022)** Town of Sewall's Point Complete rewrite as the plan had not been updated since its adoption in 1989. Update will achieve compliance with all current laws.
- EAR-Based Amendment to the Comprehensive Plan (2020)** City of PSL
- Inaugural Comprehensive Plan (2019)** Village of Indiantown; Facilitated numerous public involvement meetings with engaging methods and translation services

January 2016 - February 2018

Planning Manager • St. Lucie County • Fort Pierce, FL

Directed current, long range, and intergovernmental planning efforts.

September 2005 - January 2016

Senior Planner Martin County BOCC and Martin MPO, Martin County • Stuart, FL
Managed transportation planning projects and redevelopment projects; Facilitated MPO and CRA committees; Created and presented informative agenda items with interesting presentations and concise, easy to understand reports in plain language for the general public.

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions

VILLAGE OF PALM SPRINGS

Mr. Veldhuis founded NorthStar Geomatics, Inc. in 2002 with co-owner Gregory Fleming where he acts as GIS Senior Professional for the firm's GIS projects. Mr. Veldhuis provides daily management of the firm's various GIS endeavors. He is responsible for GIS project management, project design, production, quality control, technical support as well as client coordination and satisfaction.

Mr. Veldhuis is highly experienced with a wide range of Surveying and GIS skills including asset inventory, asset management systems, water and wastewater geometric network analysis, fiber route design mapping, enterprise ArcSDE implementation, and complex GIS project management. Mr. Veldhuis' wide ranging experience allows him to regularly think outside the box and lead his team in technologically advanced directions resulting in cost effective solutions.

RELEVANT EXPERIENCE

Parks Asset Inventory (Stuart, FL)

Work with Stuart Public Works staff to create a GIS database to store park details and parks amenities. Location, type, and a photograph for each amenity using ArcGIS Collector. A web mapping application was created to allow staff to use the information in their day to day maintenance activities.

NPDES Stormwater Inventory Project (Martin County, FL)

Field inventory of well over 14,000 stormwater pipes and structures within Martin County, FL as part of the National Pollutant Discharge Elimination System (NPDES) requirements. NorthStar field crews performed the inventory using a NorthStar customized ArcPad application with Trimble sub-meter mapping receivers. Mr. Veldhuis continues to provide data collection and integration of stormwater features into the county's asset management system and public information related to NPDES as required by the NPDES permit issued by the FDEP while developing a comprehensive inventory of stormwater facilities for maintenance and repairs as requested.

Martin County GIS Support (Martin County, FL)

Work with Martin County ITS staff to keep the GIS system running at peak performance since 2003. NorthStar consults staff on GIS projects including historic art story maps, asset management, stormwater inspection, ArcGIS Online, Enterprise, Portal, Server, and ArcSDE administration. Provide troubleshooting support services to county staff and the public.

Park Asset Inspections (Martin County, FL)

Create inspections application to document park assets to mitigate lawsuits from the public. The inspections application was created using ArcGIS Survey123, temporarily stored

ArcGIS Online, processed with ArcGIS API for Python to associate the inspection with the correct asset, and Infor Public Sector stores the inspection on the asset and issues work orders to repair any damaged assets. The application has assisted in Martin County limiting their risk profile.

East Coast Greenways & trails (Stuart, FL)

Work with Martin County MPO to create a series of hiking, biking, horse, and waterway trail maps from Key West through Indian River County. Obtained and merged trails data from each of the seven counties. Produced pdf maps of the trails with a lookup index for each trail's name.

Traffic Sign Inventory Maintenance (Martin County, FL)

Create ArcGIS Collector data collection map, ArcGIS Server map services, Oracle trigger, and procedure to store new sign installations, update existing signs and expire removed signs. Oracle trigger was used to automatically issue new sign id's at the time of installation. After data is collected, it is interfaced and stored in the County's asset management system, Infor Public Sector.

Indiantown land use maps (Indiantown, FL)

Worked with Bonnie Landry and Associates to create land use maps in ArcGIS Pro for the newly formed Village of Indiantown. Land use, location, CRA, zoning overlays, points of interest, soils, industry, and farming maps and exhibits were created to clearly explain to the public and State staff the details of a new land use map. NorthStar used their surveying expertise to resolve Village limits issues.

Frank Veldhuis

Vice President/
Senior GIS Professional
NorthStar Geomatics, Inc.
P.O. Box 2371,
Stuart, FL 34995
(772) 781-6400
frankv@nsgeo.com

Education

Bachelor of Science,
in Geomatics,
University of Florida, 1999

Associate of Arts,
Lake Sumter Community
College, 1994

Professional Registrations

Florida Licensed Surveyor
and Mapper # 6582

Professional Affiliations

Member Florida Society
Mappers & Surveyors

Computer Hardware

Windows Servers, Networks, HP Plotters and printers, Trimble 5700, 5800, R7, R8, R10, Pro XRS, Geo XT, TSC data collectors

Computer Software

ArcGIS Enterprise, Collector, ArcGIS Pro, Python, ArcPy, ArcGIS API for Python, ArcGIS Desktop, ArcSDE, Oracle, Sql Server, Toad, Trimble Business Center, MS Office, Civil 3D

HEATHER SHAW



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EXPERIENCE

OFFICE MANAGER/ BONNIE C. LANDRY AND ASSOCIATES

July 2019 - Current

Oversees daily office organization; Communicates with clients via phone, email, conference calls; Coordinates calls/meetings with sub-contractors to create reliable partnerships and clear communication. Schedules meetings and follows up with clients to ensure all needs are met; Formats/ edits documents as needed; Manages expenses and bill pay.

MATH TEACHER/ STUART MIDDLE SCHOOL

August 2017 - June 2019

Planned and instructed three levels of math for sixth grade students. Collaborated with team and staff members, utilizing various means of communication to instruct students and various types of technology.

FIFTH GRADE TEACHER/ PINWOOD ELEMENTARY August 2010 - July 2017

Held position as fifth grade teacher team leader. Planned lessons and instructed students with varying levels and abilities. Adapted teaching methods, instructing students with disabilities and mainstream students simultaneously.

EDUCATION

BACHELOR'S DEGREE / MAY 2008

University of Central Florida, Orlando, FL

Graduated Magna Cum Laude with a degree in Elementary Education.

Thomas E. Brest Jr.

1421 NE 14th Court • Jensen Beach, FL • 724-815-9248 • tbrest@gmail.com

Summary and Objectives

- Highly motivated and energetic individual always looking for the next challenge
- Consistently recognized for meeting and exceeding all expectations and goals
- Have proven very successful in both team and self-directed settings
- Take pride in always being able to support customers in a timely fashion with exceptional service
- Outstanding communication skills; both written and verbal

Experience

Brest Consulting, Inc. - President

- Maintain Websites and help develop a wide array of technology systems for local small businesses
- Extensive A/V knowledge including live-streaming services on YouTube and Zoom for the Town of Sewall's Point.
- Works with multiple local contractors with help implementing Google, Facebook and Instagram Business Pages.
- Install and maintain Smart Home systems for local residents and business so that the home or office can be controlled remotely from anywhere in the world.
- Maintains financial accounting for business and meeting the financial goals year-over-year.

Premier Realty Group, Inc. - IT Director: Current

- Implement and maintain a multitude of cloud-based services used within the sales industry to facilitate continuous improvement and keep pace with the rapid market evolution
- Manage and maintain all computer equipment and software utilizing Microsoft Hyper-V along with multiple VM's
- Negotiate and maintain numerous contracts without outside vendors that enable the use of internal and external systems company-wide
- Constantly develop training functions on a weekly and monthly basis for all users based on aptitude of programs such as; All Microsoft Office programs, Adobe Photoshop, Illustrator, InDesign, Smartphones and other miscellaneous technologies.
- Maintain and report all local and national market data to best determine how our company is performing against our competition in order to maintain the upper hand.
- Drive individual performance reports for all real estate agents in the county to quantify their recruiting potential.
- Analyze all local market data to produce company branded marketing materials including but not limited to: postcards, presentations, market analyses, and reports which are sent to over 5000 clients a month Manage multiple proprietary company programs and databases that facilitate lead generation and client follow-up

Axion Power Battery Mfg. – IT Manager

- Worked with C-Level Executives as a liaison' to
- Maintained Network and Computer Systems for over 100 Employees and 7 Servers
- Administered ERP, MRP manufacturing and accounting systems including Microsoft Dynamics NAV
- Designed, installed, and maintained custom touch-screen inventory and quality control system
- Installed and managed wireless PTP links between multiple locations for company wide network

United States Air Force - Network Management

- Maintained a \$3.4M Combat Information Transport System that consisted of 12 ITN's and 80 switches, which supported over 6500+ users.
- Continuously supported all base personnel in 35,000 Acre area with a team of 8 people, always meeting or exceeding our goals and expectations.

Education

Penn State University – Sharon, PA

- Completed Associates Degree in Information Sciences and Technology with Networking Option
- Partially completed Bachelor's Degree in Business with emphasis on Management and Marketing
- Maintained a 3.86 GPA Through Entire Education

Community College of the Air Force – Beale AFB, CA

- Communications and Computer Systems Control – Graduated in top 10% of class
- Completed core college coursework for an Associate Degree in Applied Science

Sharpville High School 04' – Sharpville, PA

- High School Diploma
 - Transcript upon request
-

Technology Summary

Systems: All Windows Operating Systems up to Windows 10 and Server 2016, Hyper-V, SQL Server 2003 and 2008, Mac OS X, Microsoft Exchange Online, Office 365, Panasonic Hybrid IP PBX, Solidworks Enterprise PDM and Microsoft Dynamics NAV ERP System, Multitude of VoIP Phone System, Ubiquity Point-to-Multipoint Wireless Bridging, Keri Systems Door's NXT Security Systems, Google Apps, WolfConnect CRM, Axcient Disaster Recovery.

Software: All Microsoft Office Suites, Microsoft Project 2003 and 2010, OpenProject, Microsoft Visio 2010 and 2016 HP OpenView, Panasonic KX-TDA and TVA Telecommunications Systems, Cisco Works, Alt-N Technologies MailDaemon, FreePBX, Keri Systems Door's NXT Access Control Software, Spiceworks Network and Trouble-Ticket Management Software, TrendGraphix Market Reporting, Broker Wolf.

General: Wireless Networking, Cable and Hardware Installation, Fiber Optics, IP Camera's, Digital Video over LAN, VPN, Firewalls, and VoIP Phone Systems, Experience with Security and Fire Alarm Systems including Proximity Card Reader Implementation and Maintenance



Professional Credentials

- Master, Urban and Regional Planning, Florida Atlantic University
- Bachelor of Science, Social and Political Science, Florida State University, 2003
- American Planning Association (APA), Board Member
- American Planning Association (APA), Member
- Florida Chapter of the American Planning Association (APA FL), Immediate Past Section Chair
- Congress for New Urbanism (CNU), 2020 Florida Summit

Kimley»Horn

Ali Palmer

Land-Use; Housing; Recreation and Open Space; Intergovernmental Elements

PROJECT EXPERIENCE

Comprehensive Plan Evaluation and Appraisal Report (EAR), DeFuniak Springs, FL — Kimley-Horn provided planning services as a subconsultant to the City, including review and analysis of comprehensive plan elements for the purpose of the evaluation and appraisal report to be transmitted to the Department of Community Affairs. Recommendations were made to the City to update their Land Use, Transportation, Utilities and Historic Preservation elements.

A new property rights element was also drafted.

Comprehensive Plan Evaluation and Appraisal Report (EAR), Sewall's Point, FL — Kimley-Horn provided planning services as a subconsultant to the Town, including review and analysis of comprehensive plan elements for the purpose of the evaluation and appraisal report to be transmitted to the Department of Community Affairs. Recommendations were made to the City to update their Housing and Recreation and Open Space elements.

Town of Lantana Post-Disaster Redevelopment Plan, Lantana, FL — Kimley-Horn developed a plan that serves as the Town's guide for recovery after a disaster event and as a roadmap to restore the physical infrastructure, local economy, and social fabric of Lantana. Tasks leading up to the plan include a resident survey completed on the Survey 123 platform, stakeholder interviews, conditions and needs assessment, and a resiliency study.

City Center Redevelopment, Port St. Lucie, FL —

Kimley-Horn worked with the City's Community Redevelopment Agency (CRA) to explore initiatives that will result in the redevelopment of City Center by way of a Small Area Plan. Tasks include the condition and needs report, creation of a web-based survey created on the MetroQuest platform and live public input meetings through virtual platforms.

Mobility Plan, Tallahassee, FL — Kimley-Horn is developing a mobility plan for the City. The plan is exploring unfunded multimodal transportation improvements, along with potential mobility hubs and park-once garages that will ultimately include multimodal transportation improvements segmented by tiers.

Tasks leading up to the mobility plan include a robust public engagement plan including pop-up events, virtual Q&A nights, stakeholder meetings and public workshops. This project is ongoing.

Land Development Code Update, Venice, FL — Kimley-Horn updated the City's Land Development Code. The City is developing a hybrid code in the portions of the City identified as Mixed Use by the Comprehensive Plan with conventional code components for the remainder of the City. Ali was asked to focus on the City's Historic Preservation Ordinance updates during this effort to ensure they were consistent with the other rewrites and updated to reflect statutory requirements.

FDOT Resource Guide for Local Government — Kimley-Horn was asked to develop a resource guide for local governments to effectively partner with FDOT to plan, design, and construct safe and efficient transportation facilities at a local level by identifying projects through five-year MPO and local government planning efforts. The guide serves as a resource to local government officials who are navigating their annual Capital Improvement element update, as well as their Transportation element updates.



Professional Credentials

- Bachelor of Science, Civil Engineering, Clemson University
- Professional Engineer in Florida, #64773, July 12, 2006
- Past President, Palm Beach Planning Congress

Kimley»Horn

Adam Kerr, P.E.

Transportation; Housing; Recreation and Open Space; Intergovernmental Elements

PROJECT EXPERIENCE

Comprehensive Plan- Transportation Element, Indiantown, FL

— Project manager. Kimley-Horn is providing transportation planning and engineering services to support the development of the Transportation Element of the Village of Indiantown's Comprehensive Plan as a subconsultant to Bonnie C. Landry and Associates, P.A. (BCLA). As a part of this process, we analyzed transportation-related data to assist in creating a Map Series to utilize in this Plan. This data will be gathered by Kimley-Horn and supported where necessary using existing traffic count data provided by Martin County, the Martin MPO, and FDOT. The information collected for this Plan will be presented to the Florida Department of Transportation (FDOT) and the Florida Department of Economic Opportunity (DEO). Other services provided include additional data collection, attendance at meetings and public hearings, general civil engineering, environmental analysis and engineering, construction administration, landscape architecture, and parking analysis.

SR 7 Corridor Master Plan, Palm Beach County, FL — Developed a long-range plan to guide future growth and redevelopment along a corridor which was operating at over-capacity conditions at its ultimate width. The document outlined measures to improve mobility along the corridor through optimized transit service, car-pooling programs, and promotion of mixed-use development and redevelopment. The planning process was coordinated with Palm Beach County, the Village of Wellington, the Village of Royal Palm Beach, the City of Greenacres, and individual landowners along the corridor.

Comprehensive Plan Transportation Element Update, Lake Worth, FL — Project manager for the Kimley-Horn team that updated the Transportation Element of the City of Lake Worth's Comprehensive Plan. As part of this process, we revised the goals, objectives, and policies to incorporate Complete Streets principles; conducted a comprehensive City-wide parking analysis; and coordinated with future transit providers. We collected up-to-date traffic data on City streets to accurately provide a Data Inventory Analysis, short- and long-range projections, and a detailed map series outlining vehicular volumes, transit routes, and bicycle/pedestrian facilities.

Continuing Engineering Services, Miramar, FL — Lead traffic engineer providing on call traffic engineering services. Areas of assistance include review of traffic impact analyses and parking studies specific to development applications. Additional services include involvement as a member of the City of Miramar's land development staff to provide traffic and transportation input to the Planning and Zoning Board and the City Commission for traffic operation issues and proposed development site plans.

Continuing Traffic Engineering Services, Boca Raton, FL — Transportation engineer for traffic engineering review services on an ongoing basis. Services include review of traffic concurrency studies, parking studies, and technical deviation requests. Kimley-Horn has reviewed traffic and parking studies for a large student housing complex proposed to serve Florida Atlantic University students, a redevelopment of the Glades Plaza Shopping Center, and the redevelopment of a convenience store along Glades Road. Also provides assistance to City staff, meets with applicants, and supports City staff at public hearings.

SR 7 Corridor Master Plan, Palm Beach County, FL — Developed a long-range plan to guide future growth and redevelopment along a corridor which was operating at over-capacity conditions at its ultimate width. The document outlined measures to improve mobility along the corridor through optimized transit service, car-pooling programs, and promotion of mixed-use development and redevelopment. The planning process was coordinated with Palm Beach County, the Village of Wellington, the Village of Royal Palm Beach, the City of Greenacres, and individual land owners along the corridor.

Kimley»Horn



Kimley»Horn

Mike Schwartz, P.E.

Civil Engineering; Infrastructure/Capital Improvements

PROJECT EXPERIENCE

24th and 25th Street Improvements, West Palm Beach, FL—

Project engineer. Retained by the City of West Palm Beach to provide streetscape improvements in the Northwood neighborhood area. This project was a joint effort between the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency (CRA) to reconstruct each of the two-lane roadways with on-street parallel parking on both sides, thus creating a main street through the District. The project was envisioned as an impetus to spur redevelopment of that District. As such, it required an intensive public involvement program, which included residents, merchants, the CRA Advisory Board, and the CRA Board which is the City Commission. The project included extensive landscape and hardscape plans, renderings, decorative street lights, drainage, signing and marking, and traffic control plans. 24th and 25th Streets were also designated as SR 5 and were owned and maintained by FDOT. Therefore, permitting and close coordination with FDOT were necessary. Due to a Local Agency Program (LAP), funding was provided by state and federal governments.

Barry University Master Plan, Miami Shores, FL — Project manager. As a subconsultant to another firm, Kimley-Horn provided utility and traffic and transportation planning services at Barry University's Miami Shores campus. For utility services, the Kimley-Horn team provided a compilation of the utility information collected from Barry University staff via meeting and existing plans; conducted an overall assessment of condition of the respective utility based on the best information available; conducted an overall assessment of condition and life expectancy of the respective utility based on information received from the University; conducted an assessment of existing utilities (water, sanitary sewer, and drainage) to determine demands and required improvements based on the 5-year and 20-year buildout of the campuses; assisted in phasing and scheduling of utility improvements; and reviewed and made recommendations of LEED® design characteristics for drainage services. Traffic and transportation planning services included the review of vehicular, pedestrian, golf cart and bicycle circulation, and a review of parking requirements.

FITTEAM Ballpark of The Palm Beaches Spring Training Facility for the Houston Astros and Washington Nationals, West Palm Beach, FL—

Principal-in-charge. Kimley-Horn provided civil engineering services and construction phase services for the development of The Ballpark of The Palm Beaches, a state-of-the-art, two-team spring training facility in West Palm Beach. The 8,500-seat stadium hosts the Houston Astros and the Washington Nationals during their annual Spring Training season. In addition to the new stadium, the 154-acre property accommodates 12 auxiliary major/minor league fields, five Palm Beach County multipurpose fields, and a 12.2-acre City of West Palm Beach park. The facility will be used year-round by Palm Beach County for sports tournaments and other events. Kimley-Horn's scope of work included on-site civil engineering, environmental resource work, event traffic management planning, permitting, and construction phase services that consisted of bid review and negotiations assistance with the architect and ownership team, field reviews, management of the reclaimed water main construction, rapid responses to RFIs and shop drawing reviews, coordination with the contracting team, county, city, FDOT, and FPL.

Broward College Campus-Wide Master Planning, FL— Project manager. Kimley-Horn provided utility planning services at Broward College Central, North, and downtown Fort Lauderdale campuses. The Kimley-Horn team has provided a compilation of the utility information collected from Broward College staff via meetings and existing plans; conducted an overall assessment of conditions and life expectancy of the respective utilities; assessed the existing utilities (water, sanitary sewer, and drainage) to determine demands and required improvements based on the 5-year and 10-year buildout of the campuses; assisted in phasing and scheduling of utility improvements; and reviewed and made recommendations for LEED® enhancements. In addition, Kimley-Horn provided an overall assessment of existing landscape materials, provided recommendations for enhancements, and assisted in providing estimated costs and budgets for required landscape improvements. We also assisted in phasing and scheduling of landscape improvements.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #56200, July 25, 2000
- American Society of Civil Engineers (ASCE)
- Florida Engineering Society, Member

Kimley»Horn



Kimley»Horn

Kevin Schanen, P.E.

Infrastructure/Capital Improvements

PROJECT EXPERIENCE

Accelerated Capital Improvement Plan Phase 1, Palm Beach, FL — Project manager. Kimley-Horn developed a sanitary system-wide master plan and model to guide the Town in both rehabilitating and modifying pumping operations of the existing sanitary sewer transmission system. The existing sanitary sewer transmission system was originally constructed in the 1950s and 1960s and had gone through various renovation and rehabilitation projects in the past. The system was at the end of its useful life and the Town expressed a desire to divert flow to the north to take advantage of more economical transmission system rates being offered by a neighboring municipality. Kimley-Horn performed extensive system testing, hydraulic modeling, and developed various scenarios and costs to implement the improvements required to achieve the Town's vision. Ultimately, Kimley-Horn developed a master plan of the improvements along with a schedule for these improvements over a multi-year time period. The associated program costs were also developed jointly between the Town and Kimley-Horn. This \$40-plus million program was ultimately implemented through construction of numerous projects throughout Town over multiple years. At this time, all improvements envisioned in the master plan have been successfully constructed and are now in operation.

Accelerated Capital Improvement Phase 2 Budgeting, Palm Beach, FL — Project manager to develop conceptual budget estimates to assist the Town in determining the appropriate long range planning budgets for multiple infrastructure projects throughout the Town. The overall sum of all the identified project budgets were rolled up to form the basis of the Phase 2 bond amount for the improvements. The North Ocean Boulevard Seawall project was a part of this conceptual planning.

Continuing Services, Jupiter Island, FL — Project engineer on the Kimley-Horn team retained by the Town of Jupiter to assist in its consideration of the purchase of two privately owned water and wastewater utilities. The firm's responsibilities included evaluation of the existing facilities, preparation of engineering reports to accompany municipal bond prospectus, identifying future capital improvements needed for integrating the two utilities, and providing advice relative to operation of the facilities to be purchased. The Town completed this purchase in September 1998 and formed a utility enterprise within the Town government, naming it South Martin Regional Utility (SMRU). The firm has remained the utility's engineering consultant responsible for all engineering functions of the utility.

15th Street Infrastructure Improvements (12-inch water main), West Palm Beach, FL — Project manager. Kimley-Horn was selected by the City of West Palm Beach to design infrastructure improvements along the 15th Street Corridor between Australian Avenue and Dixie Highway. The improvements included a new 12-inch watermain to improve system flow and pressure, new fire hydrants, and sanitary sewer gravity main point repairs in the alleys north and south of the street to reduce inflow and infiltration and repair damaged facilities. The project was designed through an extremely tight corridor, crosses both the FEC and CSX railroad right-of-ways and had to be coordinated closely with a future streetscape project for the same area.

Neighborhood Street Improvement Program, Palm Beach, FL — Project manager. Kimley-Horn has developed roadway and drainage infrastructure improvement plans for many residential and commercial streets throughout the Town including Laurian Lane, North Lake Way, Country Club Road, Worth Avenue, Peruvian Avenue, Queens Lane, Nightingale Trail, Garden Road, Garden Alley, Mockingbird Trail, Colonial Lane, El Vedado Road, South County Road, and Mediterranean Road. Our services included design, permitting, bid phase and construction administration services for these projects. Special care and attention was paid to creating designs that would minimize impacts to the community to the greatest extent practical.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #60251, June 23, 2003
- Member, Florida Engineering Society (FES)
- Member, American Public Works Association (APWA)
- Member, Palm Beach County (PBC) League of Cities

Kimley»Horn



Kimley»Horn

Fannie Howard, P.E.

Utilities; Infrastructure/Capital Improvements

PROJECT EXPERIENCE

Capital Improvement Projects Update/Water System Hydraulic Analysis, Martin County, FL— Project manager. Kimley-Horn developed, calibrated, and analyzed the hydraulic model used to evaluate and plan capital improvement projects for Martin County Utilities Water Distribution System. For this ongoing project, GIS and WaterGEMS (a GIS version of WaterCAD) were used to model the entire Martin County Utilities water distribution system including the water treatment facilities, repump facilities, and distribution infrastructure. Population projections and future land uses were incorporated used to generate buildout demands that were incorporated into the model. They hydraulic model was then used to identify the distribution system capital improvement projects that would be required to meet future potable water demands and fire flow requirements. As part of this analysis, Kimley-Horn worked closely with County staff to identify achievable water system operating scenarios during fire flow events in order to minimize the number of improvements that would required to provide the required fire flow throughout the County.

Force Main System Evaluation, Palm Beach, FL— Project engineer to develop a model of the Town's forcemain system to determine the capital improvements necessary to convert the existing cascading system to a manifold system. This study includes determination of new forcemain sizes, locations, necessary pump station upgrades, inline pump station feasibility, phasing plans, and cost estimates. A major goal of the study is to eliminate the need for the Town to transmit wastewater through the City of Lake Worth forcemain system.

Sunrise Avenue 8-inch Water Main Improvements, Palm Beach, FL— Project manager for design of the replacement of the existing 6-inch ductile iron water main with an 8-inch water main in the Town of Palm Beach (under the direction of the City of West Palm Beach, who maintains the water and wastewater utilities for the Town). The existing water main has experienced severe mineral buildup and corrosion, which has lowered system pressures. Kimley-Horn is providing data collection, design, permitting application services (through the Palm Beach County Health Department and Florida Department of Environmental Protection), and construction documents. Softdig underground utility locates will be performed by a subconsultant. Our team will also provide bid assistance and construction phase services.

Northwood Railroad Corridor Phase 1A Utility Relocations (16-inch to 30-inch pipelines), West Palm Beach, FL— Project engineer. Kimley-Horn provided the design of utility relocations associated with railway improvements in the Northwood industrial area in West Palm Beach. As part of a FDOT project to provide greater connectivity between the CSX and FEC railroads, Kimley-Horn was selected by the City of West Palm Beach to design multiple utility relocations for water, sewer, and stormwater infrastructure to meet strict vertical clearance requirements between the rails and the tops of the pipelines. This required rerouting multiple gravity sewers to new lift stations, adjacent sanitary basins, or lowering in place and rebuilding downstream infrastructure. It also involved lowering and rerouting multiple water and stormwater pipelines to avoid the new railroad infrastructure being proposed by the FDOT. The project included multiple jack and bore designs for casings ranging in size from 16 to 30 inches.

501 Palm Street Sanitary Main Relocation, West Palm Beach, FL— Project manager for design, permitting, bidding, and construction phase services to relocate the manhole and sanitary main that was under an existing building at 501 Palm Street. The rerouting of this section included constructing new manholes, new 8-in and 12-in sanitary main, removal of existing sanitary infrastructure and reconnecting existing sanitary services. The project also included installing the sanitary pipe and casing across the FEC Railway via jack and bore with a receiving pit within Woodlawn Cemetery. Special requirements were included in the construction documents describing the protocol for working in the cemetery and detailing how the contractor should handle the discovery of any remains. During construction, we worked closely with the City and contractor to find a solution for rerouting a section of the sanitary main when remains were discovered.

Professional Credentials

- Master of Science, Environmental Engineering, University of South Florida
- Bachelor of Science, Chemical Engineering, University of Florida
- Professional Engineer in Florida, #67506
- Florida Engineering Society

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Brett Johnson, P.E.

Infrastructure/Capital Improvements

PROJECT EXPERIENCE

Town Hall Square Streetscape and Infrastructure Improvements, Palm Beach, FL

— Engineer-of-record for this historic fountain restoration and roadway beautification project within the heart of the Town's commercial corridor. Responsible for project design, construction phase services, and coordination of specialty sub-consultants. Phase I of the project included the restoration of the Mizner Memorial Fountain that was originally constructed in 1929. This part of the project was partially funded by the State of Florida through a historic preservation grant. Phase II of the project includes streetscape improvements consisting of landscaped nodes, decorative pedestrian crossings, updated urban park landscaping that creates a public gathering area in the median of a the roadway where the fountain feature resides, modification of various underground utilities, replacement of sidewalks with decorative tabby concrete, and the introduction of many landscaping and architectural elements throughout the area. Phase II of the project will also be partially funded by the state of Florida through a historic preservation grant and through private citizen donations.

FPL Reclaimed Water Facility at ECRWRF Safety Review, Palm

Beach County, FL — Project Engineer. This project is part of Kimley-Horn's general water treatment plant engineering services contract. Kimley-Horn was retained by Palm Beach County Water Utilities Department to conduct a site visit to observe the existing conditions at the FPL Reclaimed Water Facility. The purposed was to identify any deficiencies that may exist in the gratings, guard railing, vertical access, elevated work platforms, confined space entry, safety eyewashes and showers for chemical areas that don't comply with OSHA requirements and local guidelines.

Breakers Avenue Undergrounding Conversion Project, Ft.

Lauderdale, FL — Served as project engineer. Kimley-Horn performed the underground conversion design for this streetscape project in Ft. Lauderdale. Kimley-Horn was the overall design engineer for this transformative streetscape renovation that included undergrounding as a component of the project. Kimley-Horn designed the conduit and pullbox infrastructure for the electric, telephone and cable utilities along with providing utility provider coordination and infrastructure upgrade design services.

Bradley Park Improvements, Palm Beach, FL

— Project manager and engineer of record. Kimley-Horn served the Preservation Foundation of Palm Beach for landscaping and hardscaping improvements within Bradley Park. Services performed for this project included: replacing existing sidewalks along the park perimeter, regarding the interior of the park, addition of Lake Trail, addition or refurbishment of entry feature, new landscaping, new landscape lighting, fountain relocation, restroom replacement, and addition of overlook. Our team provided construction document preparation, permitting assistance (SFWMD), Guaranteed Maximum Price Review with contractor, and construction observation. Ribbon cutting for the project occurred on December 12, 2017.

Officer Bruce St. Laurent Park (fka Pine Gardens South Park),

Jupiter, FL — Project manager and engineer-of-record for this park renovation project. Responsible for the design of the project, including leading a task force of Town staff in the selection of a playground manufacturer and specific equipment. The project was mostly funded by the State of Florida through the Community Development Block Grant Program. Project elements include new playgrounds and safety surfaces, sidewalks, and site beautification.

Professional Credentials

- Bachelor of Science, Mechanical Engineering, Virginia Polytechnic Inst. & State University
- Professional Engineer in Florida, #74005
- Engineer-of-Record for a 2017 American Public Works Association National Project of the Year

Kimley»Horn



Kimley»Horn

Lindsey Slautterback, AICP

Conservation

PROJECT EXPERIENCE

Southwest Area Transportation Plan, Capital Region TPA, Tallahassee, FL — Project Analyst. Kimley-Horn was selected by the CRTPA and Blueprint to develop a coordinated land use/transportation plan that addresses future mobility needs and be consistent with the vision of surrounding communities. The three corridors that were included in the Southwest Area Transportation Plan are Orange Avenue, Lake Bradford Road, and Springhill Road. This plan resulted in options that local jurisdictions would like to see considered in the currently programmed Orange Avenue Project and Development Study (PD&E) and any potential future studies and improvements to Lake Bradford Road and Springhill Road. The objective for the Southwest Area Transportation Plan was to create a vision for the area that is consistent with the Long Range Transportation Plan, the Blueprint 2020 sales tax extension projects, the Tallahassee-Leon County Comprehensive Plan, and that has buy-in from the land owners, residents and public officials while producing guide for the future development of the area. This was achieved through balancing transportation, land-use, environmental and neighborhood preservation measures to produce a positive image for the ultimate build out of the area while providing for the safe and efficient use of existing transportation facilities through access management.

Tallahassee Bicycle and Pedestrian Master Plan, Tallahassee, FL — Project Analyst. Kimley-Horn completed the update to the Tallahassee-Leon County Bicycle and Pedestrian Master Plan, which included a strong focus on existing conditions and what those conditions mean for encouraging cycling and walking, public input focused in key areas of the community, and prioritizing projects that will be help make better east/west and north/south connections within Leon County. A robust GIS analysis was completed to determine the Bicycle Comfort Level on every road within the County. This innovative methodology utilized FDOT and Tallahassee-Leon County data to arrive at cyclist levels of comfort on the roadway system. This allowed the project team to strategically identify routes with viable facilities and to specifically identify where roadway improvements will have a positive impact on the study area's bike network. Project analyst assisted with data collection, GIS analysis, public engagement coordination and implementation, and plan and recommendation development.

Connections 2045 Regional Mobility Plan, Capital Region TPA — Project Analyst. Assisted with identifying the existing conditions, multimodal needs, and project prioritization for the Capital Region area for their Regional Mobility Plan. Assisted with coordination and planning of public involvement efforts between multiple municipalities and counties. Assisted with the development of transportation recommendations and project prioritization for each of the four counties within the MPO over the next 25 years.

Midtown Transportation Plan, Tallahassee, FL — Project Analyst. This project focused on transportation improvements to the Midtown Area of Tallahassee Florida. Planning analyst assisted on mapping existing conditions, site visits, coordinating and planning several public workshops, producing materials, determining specific recommendations, and creating a final report. Contact Name: Greg Burke, Planning Manager, Phone: 850.891.8626

SR 57 (US 19) Multi-Use Trail PD&E Study, FDOT District Three, Jefferson County — Project Planner. Kimley-Horn is providing public involvement, multimodal design, and miscellaneous drainage, natural resources, environmental documentation, and quality control support as a subconsultant to another firm for the PD&E study of a 2.2-mile-long multi-use bike/ped trail between CR 57A and Waukeenah Highway (CR 259) in Jefferson County. The proposed 12 to 16-foot-wide trail would be located primarily along US 19 and utilize portions of Nacoosa Road, South Old Drifton Road, and Aucilla Highway. The goals of the project are to enhance connectivity between Downtown Monticello, local neighborhoods, and Somerset Academy; provide recreational benefits for visitors and residents; and to eventually connect this trail to a proposed regional trail network.

Professional Credentials

- Master of Science, Planning, Florida State University
- Bachelor of Science, International Affairs & Environmental Studies, Florida State University
- American Institute of Certified Planners #31951

Kimley»Horn

TAB 5 PROJECT DELIVERY AND APPROACH

TAB 5.1 PROJECT DELIVERY PLAN, COMMUNICATION PLAN, AND MEETING SCHEDULE/BUDGET REQUIREMENTS

The firm prides itself in strong, clear communication. BCLA will be available by phone or email during the same hours the Village of Palm Springs operates, to ensure steady communication. The firm's president believes face to face meetings are crucial in the planning process and welcomes all Village staff, Planning and Zoning Committee, Village Council, and the community to meet with her to discuss any questions, concerns, or ideas. The firm is responsive, answering all calls and/or emails within 24 hours.

Bonnie C. Landry and Associates, P.A. has extensive experience in managing multiple projects guaranteeing each project is completed according to the project schedule and within the approved budget. Since its establishment, the firm has not requested a single change order from its clients. Each project has stayed within the originally approved timeline, only changing if the municipality requests a schedule change.

The firm is mindful of the significance of timely, quality work. BCLA therefore is committed to working within the approved timeline for each project assigned. BCLA takes pride in acting as an extension of municipal staff, providing all-inclusive services such as drafting of legal advertisements, agenda items, and presentations. As a former government employee, the firm is mindful of government staff's workloads and never delegates back to staff. Making staff's job easier is something for which the firm is known.

Since its inception, the firm has not requested a change order from its clients. Each project has stayed within the originally approved budget. The firm is aware of the local government budget approval process and the challenge of approving a budget amendment with the elected officials. BCLA therefore is mindful of the budget and is committed to working within the approved budget for each project to which it is assigned.

TECHNICAL APPROACH TO COMPLETE SCOPE OF WORK

Phasing Approach – Due to the multi-faceted comprehensive project scope, BCLA is dividing the project into phases.

The consultant proposes grouping the tasks into nine phases:

- Phase I: Project Kickoff
- Phase II: Visioning
- Phase III: Project Framework
- Phase IV Data Collection, Review Existing Conditions and Analysis
- Phase V: Truth-checking and Public Involvement
- Phase VI: Draft Comprehensive Plan and LDR Amendments
- Phase VII: Workshop, Ordinance Readings and Transmittal Hearings
- Phase VIII: ORC Report and Adoption Hearing for the Comprehensive Plan Amendments
- Phase IX: Adoption of LDR Amendments and Zoning Map

Partnership with Village Staff – The Firm was established with the philosophy of supplementing and supporting government staff. As unemployment continues to decline, government staffs are getting leaner. To fill these gaps, the Firm is available to provide as much support to the local government staff as desired, not only providing the main deliverables but when needed, providing tasks such as the preparation of agenda summaries and packaging transmittals to the Department of Economic Opportunity.



Public Involvement - The firm's success of gaining consensus among the public is related to the firm's strong belief of providing interactive methods of participation for the members of the community. Our goal is for the public, Village staff, and Village Council to feel heard and valued. In 2019, Bonnie C. Landry and Associates received a grant from the Business Development Board of Martin County to purchase an audience response system. These polling devices will be used at Town meetings to elicit communication and work cooperatively with the development community and members of the public.

These polling devices connect wirelessly to the firm's presentation on-screen, allowing the participants to see the results of their input live and in real-time. The results are displayed as easy to read, color coded graphs showing minute by minute opinions and preferences as questions are displayed. This tool is particularly effective in that it allows even the most reserved members of the public to give feedback.

Technologies Available – Throughout the project, the consultant team will provide the Town with unlimited access to the firm's video conferencing technology for project updates (as needed to comply with social distancing requirements). Other technologies provided throughout the project include interactive polling equipment, video editing software, audio visual equipment to facilitate Hybrid (live and virtual) meetings, and other technologies for the final report.

Note: The ultimate number of public meetings and level of services provided will be determined by Village staff. Cost estimate provided is detailed so that when contracting, the Village can mold the scope to the project scale desired and to fit into budget constraints. The Phases are described with all tasks considered.

PHASE I – PROJECT KICKOFF

TASK I - KICK-OFF MEETING

Upon Notice to Proceed, BCLA will conduct a Kick-Off Meeting with the Village of Palm Springs staff and other members to understand expectations, confirm the project deliverables, project timeline, milestones, and desired outcomes. The Firm has been successful with grant writing to offset planning costs and will include grant writing to the proposal if Village agrees. (This may be in person or via Video Conferencing contingent upon Village's request and status of social distancing guidelines in effect at the time.)

VALUE ADD – DEO TECHNICAL ASSISTANCE GRANT

The Firm has been successful with grant writing to offset planning costs and recommends that the project include grant writing for a Technical Assistance Grant.

PHASE II – VISIONING

- Identify the Village vision for the future of (re)development and economic growth of the areas outside the "Historic Village".
- Develop Statements of the community's long-term goals and strategic objectives to the Village.
- Prepare redevelopment scenario graphics that illustrate the preferred vision
- Provide market overview/analysis to verify the land use optimization and market viability for the appropriateness of uses of the Vision.

PHASE III – PROJECT FRAMEWORK

- Develop Project Steering Committee consisting of stakeholders such as members of the public, the Technical Advisory Committee, staff from key Village Departments such as Planning, Zoning & Building, Public Works and Utilities, and members recommended by the Village. (Final list to be approved by the Village staff.
- To understand any statutory changes, the Firm will prepare a Matrix of changes in Community Planning Law since the last EAR-based Amendment to the Village's Comprehensive Plan and identify what policies need to be added or updated. Image of matrix.
- Public Involvement needs to be robust to ensure that the plans reflect the Village's vision. To do this, the Firm recommends a detailed Public Involvement Plan (PIP) that encompasses and responds to the variety of ways that people learn new information.
- The Kick-Off Meeting with the Steering Committee will be held to gain consensus on the Public Involvement Plan and get a broad framework on issues to address with the Code revisions.



PHASE IV –DATA COLLECTION, REVIEW EXISTING CONDITIONS AND ANALYSIS

In preparing this proposal, the Consultant noticed that some preliminary outreach has been done in anticipation of this project. This existing data collected in the 3 Joint Sessions with the Village Council and P&Z Board Joint (“PARK” exercise; Visual Preference Survey, Long-Term goal setting and Economic Development branding) will be considered and consolidated with any new data collected during the Public Involvement Phase. The consultant will conduct a comprehensive review of existing Town Zoning Regulations, Town Ordinances and related plans. This task will result in an outline of issues to be addressed in the Code Revisions. The outline will be presented to Village staff, the local development community, elected officials, appointed officials, residents, and other interested parties to provide comments and input. Public will vet the outline in Phase IV at the public workshops.

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions

VILLAGE OF PALM SPRINGS

Plans and regulations to be reviewed include but are not limited to:

- Palm Springs Comprehensive Plan
- Palm Springs LDR
- 2019 Palm Springs CRA Plan
- 2018 EAR-Based Amendments
- Future Land Use Map
- Village Level of Service Standards
- Market conditions of commercial corridor
- Overall economic indicators, compare with region and surround municipalities

Summaries of each of the reviews will be prepared and presented to the Steering Committee (Meeting #2) for their comment and input.



VALUE ADD – COMMENTS MATRIX

The Firm prides itself in creating documents that are easy to understand and tracking the changes throughout the process for transparency. Throughout the project, consultant will maintain a series of Matrixes that track comments and related changes with dates and sources of comments. This not only helps follow the evolution of the documents but also demonstrates that each comment has been heard and considered.

PHASE V –TRUTH-CHECKING AND PUBLIC INVOLMENT

In this phase, the consultant will conduct a series of Public Workshops to present an overview of changes recommended to the Comprehensive Plan, FLU and LDR (a list of themes). To ensure the best opportunities for attendance, the consultant recommends three locations for each workshop: Congress Avenue CRA District, Lake Worth CRA District and Village Town Hall. Each of these meetings will have a virtual option for public wishing to view from home and maintain social distancing. This approach to provide smaller workshops in key locations throughout the community yields the most participation as it brings the meetings to the community, rather than the typical approach of one large meeting at a municipal building. The firm will learn from Village staff, the key neighborhoods for the best locations and ensure each is ADA accessible.

BCLA recommends live audience polling, using interactive polling devices, to include visual preference options (as well as multiple choice questions) to understand priorities of what needs to be addressed with the Code Revisions.

- Review Project Timeline
- Purpose of the Project
- Overview of related State Statutes
- Matrix of Amendments Recommended
- Overview of Sustainable and Resilient Development Practices, Design Features, Etc.
- Statutory requirements & Purpose of Code Updates
- Resiliency policies to address Sea Level Rise Regulations and Peril of Flood
- Sustainable Design
- Related Town Projects/Plans
- Land Use Patterns and Standards
- Best Practices for Land Development Code
- Seek Feedback Regarding Current Code

The consultant will provide all meeting materials (drafts and final drafts) to the Town in common formats such as Adobe PDF, Microsoft Word, and Microsoft PowerPoint for reproduction at meetings and printing of the final amendments. BCLA will prepare, facilitate, and host the presentation for the Amendments to the Village's Code using the firm's live polling software to gain public input and discuss the following:

The consultant will ensure that the outline of the project will be communicated in plain language without the use of jargon or acronyms so the general public will gain understanding of the project and be able to participate throughout the Code Revision process. To that end, BCLA will incorporate attractive graphics, video diaries and other presentation methods to make the project easy to understand. The firm will ensure the final product (Code Revisions) are easy to follow.

PHASE VI – DRAFT COMPREHENSIVE PLAN AND LDR AMENDMENTS

In this phase, the consultant will utilize the final Code Revisions Outline and prepare a first draft of the Updated Comprehensive Plan Elements and Data as well as the LDR amendments.

The firm will ensure the draft Amendments:

- Clearly reflect the expectations of the Town
- Consider different approaches that result in the most effective code amendments
- Incorporate feedback and ideas expressed at the Village’s public meetings
- Consider sustainable and resilient development practices, design features, and other approaches that address increased building and lot elevations
- Consider any concurrent related projects to avoid any conflicts with the new Code
- Provide Updated Zoning Maps to correspond with related zoning code revisions using files compatible with ArcGIS shapefile format
- Provide Updated FLU Maps, CHHA Maps and other Data needed to support plan
- Comply with all applicable State statutes and regulations
- Are "user-friendly," accessible, and understandable to the public
- Incorporate attractive graphics other methods to increase readability and ease of use

In vetting the documents, the consultant will begin with a review by the Planning and Legal Departments. This may result in “Revision #1”. These changes will be made and then provided at Steering Committee #3 for further vetting. Following any changes from the Steering Committee, the consultant will facilitate Workshop Series 2 to gather public reaction to the draft documents in anticipation of the public hearings of the Planning and Zoning Board and Village Council in Phase VI.



PHASE VII – WORKSHOP, ORDINANCE READINGS AND TRANSMITTAL HEARINGS

The public hearings for the draft documents will be facilitated during this phase. During this phase of the consultant will ensure that all statutorily required advertisements and timetables are met to ensure the adoption process is legally compliant.

This phase will:

- Incorporate feedback from the 2nd Series of Public meetings
- Ensure compliance with state statutes and in alignment of Village's vision/goals
- Be "user-friendly," understandable, and accessible to the public
- Include attractive graphics and other methods to increase readability and ease of use
- Include Best Practices for most effective code
- Include sustainable and resilient development practices, design features and other approaches that address increased building and lot elevations
- Support any concurrent projects
- Include Zoning, FLU, other Map Amendments such as CHHA, in ArcGIS format
- Include an updated Public/Village Council Comment Matrix with correlating actions

PHASE VIII – ORC REPORT AND ADOPTION HEARING FOR THE COMPREHENSIVE PLAN

This next phase of the project will provide the final adopted version of the Comprehensive Plan to include the Objections, Recommendations, Comments (ORC) Report with comments from the Reviewing Agencies and DEO. The Adoption version will incorporate responses to the ORC Report, Public and Village Council feedback and as appropriate. BCLA will shepherd the final version of the Updated Comprehensive Plan through the final approval process, including the preparation of legal ads and agenda items.

Tasks in this phase include:

- Receipt of the Objections, Recommendations, Comments (ORC) Report
- Matrix of ORC Comments
- Matrix of Agency and Public Comments
- Updated Comprehensive Plan to respond to ORC Report and Agency Comments
- Adoption Hearing (2nd Reading of the Ordinance) ads and agenda items.
- Prepare and transmit final plan to DEO
- Final Document in ADA-compliant format posted to Village website.

PHASE IX – SECOND READING AND FINAL ADOPTION OF LDRS

Once the Comprehensive Plan has reached final adoption, the Final approval and adoption of the LDR and Zoning maps will be done in this final phase.

TAB 5.2 DETAILED TIME SCHEDULE

The project entails a comprehensive review of the regulatory documents that guide development of the Village of Palm Springs. While the consultant conducted a thorough outline of duties needed for this project and estimated time to deliver tasks, there may be unforeseen items which could affect this timeline as well as Village expectations. Finalized timeline may be updated during final contract negotiations with the Village.

Phase	Timeline
Phase I -Project Kickoff	2 weeks from Contract Approval from Council
Phase II - Visioning	1 month from Phase I
Phase III – Project Framework	1 month from Phase II
Phase IV- Data Collection, Review Existing Conditions and Analysis	1 month from Phase III
Phase V - Truth-Checking and Public Involvement	2 months from Phase IV
Phase VI - Draft Comprehensive Plan and LDR Amendments	3 months from Phase V
Phase VII - Workshop, Ordinance Readings and Transmittal Hearings	1 month from Phase VI
Phase VIII - ORC Report and Adoption Hearing for Comprehensive Plan Amendments	3 months from Phase VII
Phase IX – Adoption of LDR Amendments and Zoning Map	1 month from Phase VIII

TAB 5.3 TEAM'S UNDERSTANDING OF VILLAGE'S NEEDS

Bonnie C. Landry and Associates, P.A. is committed to working seamlessly with Village staff, the Planning and Zoning Committee, Village Council, and the community (through public outreach sessions and Town meetings) to develop the Zoning Amendments and related Code Amendments. The firm is experienced and prepared to facilitate meaningful public outreach meetings and workshops to cooperatively develop regulations that reflect the desires of elected and appointed officials, Village staff, the development community, and members of the public.

The firm understands the Village of Palm Springs's desire to maintain its traditional, "small-town" feel. BCLA is uniquely qualified to meet this goal as it has very recent, related experience in balancing community needs while maintaining statutory requirements. This same desire was expressed and reflected in BCLA's update to the Town of Sewall's Point's Comprehensive Plan. Like Palm Springs, Sewall's Point's Commissioners and public expressed their strong desire to preserve single-family neighborhoods, while honoring and supporting the commercial corridor.

Having this very recent experience makes BCLA uniquely qualified to update the Village of Palm Springs's Comprehensive Plan and Land Development Code. The Sewall's Point Comprehensive Plan was in dire need to be updated as it had never performed the EAR-Based Amendments process. The consultant began with the Original Comprehensive Plan; repealed it in its entirety and replaced it with Goals, Objectives, Policies and Data that reflected the Village's current needs, while ensuring compliance with current Community Planning Laws. The Town of Sewall's Point's Adoption Hearing is scheduled for May 2022. The Land Development Regulations updates will begin soon after this. This task is included with the current contract. Also, like Sewall's Point, Palm Springs has a desire to include resiliency policies to prepare the Village for Flood Prevention, Sea Level Rise, and related codes and regulations for resiliency.

The Firm is confident that the entire planning process will support and safeguard the Village of Palm Springs's vision, while ensuring it complies with all related laws. This will be accomplished by BCLA establishing early, strong, constant, and open communication with the public, Village Council, and key decision-makers. BCLA is known for its plain language, and easy to follow graphics that ensures the public understands the process by translating and explaining the Code and communicating the purpose of language needed to comply with State laws and other regulations.

TAB 5.4 BCLA'S INNOVATIVE APPROACHES

The Firm is known for engaging the public through interactive and imaginative, hand-on exercises. Recently, the Firm facilitated a Design Workshop in the City of Port St. Lucie which included a hand-on design activity with icons that represent site components. With a limited size project site, the participants had to choose which components they valued



most. The live polling activity is also a big hit because it allows the quietest and most reserved public to silently state their desires and needs. The Firm also understands that the meetings



must include a virtual component to accommodate the people who desire to maintain social distancing. The Firm has a team of Audio-Visual specialists to make sure the video conferencing technology works so that both live and virtual participants have the same level of participation. The polling

equipment for live participants is sanitized and bagged between each meeting.

TAB 6 REFERENCES

TAB 6.1 PROJECT SPECIFIC REFERENCE FORM (EXHIBIT D)

Project Specific Reference Form (Exhibit D) has been completed by Bonnie C. Landry and Associates and uploaded to Demand Star.

Letters of References are added to this section for additional information.

Dan Hudson, Interim Town Manager – Town of Sewall's Point, FL

1 S. Sewall's Point Road, Sewall's Point, FL 34996

(772) 287-2455 (Ext 12) dhudson@sewallspoint.org

Michelle Berger, Former Town Manager – Town of Sewall's Point, FL

1 S. Sewall's Point Road, Sewall's Point, FL 34996

(772) 801-3254; MichelleLeeBerger@gmail.com

Anne Cox, AICP, Assistant Director of Planning - City of Port St. Lucie, FL

121 SW Port St. Lucie Blvd., Building B, Port St Lucie, FL 34984

(772) 871-5218; annec@cityofpsl.com

Howard Brown, Village Manager – Village of Indiantown, FL

15516 SW Osceola St, Suite B, Indiantown, FL 34956

(772) 597-8282; hbrown@indiantownfl.gov

Kate Moretto, Senior Director, External Customer Service – Town of Jupiter, FL

210 Military Trail, Jupiter, FL 33458

(561) 741-2575; katem@jupiter.fl.us

Murriah Dekle, Division Director; Transit Division – St. Lucie County Transit

437 N 7th Street, Fort Pierce, FL 34950

(772) 462-3065; deklem@stlucieco.org

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions
VILLAGE OF PALM SPRINGS

JOHN TOMPECK
Mayor

DAVID KURZMAN
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

FRANK FENDER
Commissioner

KAJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT



DAN HUDSON
Interim Town Manager

APRIL C. STONCIUS, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official

HOLLY VATH, CGFO
Finance Director

May 5, 2022

To Whom it May Concern:

Please accept this letter of recommendation for the firm Bonnie C. Landry and Associates.

The Town of Sewall's Point contracted with Bonnie C. Landry and Associates, P.A., (BCLA) to draft and facilitate the adoption of the EAR Based Comprehensive Plan Amendments. Because the plan had not been updated since 1989, this project entailed a complete rewrite of the document due to the more than 400 changes to Florida Community Planning laws.

As Interim Town Manager, I have worked directly with BCLA to make the final revisions to the Transmitted document based upon comments in the Objections, Recommendations, and Comments Report (ORC). During that time, I appreciated the Firm's attention to detail and responsiveness. It was also clear that the Firm understood the community and responded to its comments to ensure the plan reflected the uniqueness of the Town of Sewall's Point.

The final draft demonstrates the technical competence of the Firm and its commitment to deliver the services within the timetable we desired. It is also important to note that this project was funded, in part, with a grant from the Department of Economic Opportunity. So, in addition to drafting the plan, the Firm wrote and managed the \$50,000 Technical Assistance Grant that was awarded to the Town.

Based upon the overall quality of the work and the Firm's attention to detail, I recommend Bonnie C. Landry and Associates. This firm has shown competency across the board and has been a pleasure to work with. Please contact me if you would like to speak further.

Respectfully,

Dan Hudson
Interim Town Manager
Town of Sewall's Point
772-287-2455 x 12
dhudson@sewallspoint.org



Town Hall
(772) 287-2455

One South Sewall's Point Road
townhall@sewallspoint.org

Sewall's Point, FL 34996
www.sewallspoint.org



TOWN OF SEWALL'S POINT

KAIJA MAYFIELD
Mayor

JAMES W. CAMPO, CFP
Vice Mayor

FRANK FENDER
Commissioner

DAVID KURZMAN
Commissioner

JOHN TOMPECK
Commissioner



MICHELLE LEE BERGER
Town Manager

APRIL STONCIUS, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official

CHERYL DEMPSEY, CGFO
Finance Director

September 30, 2021

To Whom it May Concern:

Please accept this letter of recommendation for Bonnie C. Landry and Associates, P.A. (BCLA).

As the General Planning Consultant to the Town of Sewall's Point, the firm is currently updating the Comprehensive Plan and Land Development Regulations. Prior to that, the firm conducted a fee study utilized to update the Development Review fees. As the Town Manager, I especially appreciate the firm's exceptional communication and professional work products. It is for that reason that I recommend this firm.

If you have any questions, please feel free to contact me.

Sincerely,

Michelle Berger
Town Manager
MBerger@sewallspoint.org
(772) 287-2455 Ext 12



CITY OF PORT ST. LUCIE
Planning and Zoning Department
121 S.W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984-5099
772.344.4325
www.cityofpsl.com

To Whom it May Concern:

I am pleased to provide this letter of reference for the firm of Bonnie C. Landry and Associates, P.A. (BCLA).

I have had the opportunity to work alongside Bonnie and her staff in completing a critical project for the City of Port St. Lucie, specifically the 2020 EAR-Based Comprehensive Plan Amendments. The firm proved themselves to be consistently responsive and professional throughout all phases of the project. The team worked independently requiring very little time of city staff as the project unfolded.

BCLA and the firm's principal with 25 years of experience has prepared the firm to spearhead projects such as yours. If you select BCLA for your project, you will soon see why the City enjoys working with Bonnie and the team at BCLA.

Sincerely,

Anne Cox, AICP
Assistant Director
Planning and Zoning
City of Port St. Lucie
annec@cityofpsl.com
772-871-5218



Village of Indiantown

To Whom it May Concern:

Please accept this letter of recommendation for the Professional Planning Firm of Bonnie C. Landry and Associates, P.A..

Ms. Landry founded her planning firm, Bonnie C. Landry and Associates (BCLA), in 2018 shortly after the incorporation of the Village of Indiantown. Her firm drafted and facilitated adoption of the Village's Inaugural Comprehensive Plan, one year shy of the State's deadline of December 2020. In addition, the firm established processes and forms for both the Planning and Building departments.

One of the firm's greatest assets is their ability to gain the trust of the community in order to gather the public's community desires and package this in planning documents. With the Comprehensive Plan in particular, more than 150 participated in the workshops which were strategically located in key neighborhoods. With the Firm's careful eye to the audience composition, two of the workshops were conducted completely in Spanish. This proved the importance of individualizing and meeting community needs.

If you select BCLA, I believe that very quickly you will realize the value of the firm and its abilities to solicit input and synthesize it into a report that will benefit your Town's planning efforts. I may be reached by calling 772-597-8282 or email at hbrown@indiantownfl.gov

Sincerely,

Howard W. Brown, Jr., ICMA-CM
Village Manager

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions
VILLAGE OF PALM SPRINGS



October 4, 2021

To Whom It May Concern:

Please accept this letter of recommendation for the firm Bonnie C. Landry and Associates, P.A. (BCLA).

TODD WODRASKA
MAYOR

CAMERON MAY
VICE MAYOR

RON DELANEY
COUNCILOR

ILAN KAUFER
COUNCILOR

JIM KURETSKI
COUNCILOR

MATT BENOIT
TOWN MANAGER

Bonnie C. Landry and Associates, P.A., (BCLA) was hired by the Town of Jupiter to conduct the Business Community Input Project. The purpose of this project was to interview Jupiter businesses to learn about their needs and how the Town can support them. This detailed project consisted of various phases: Environmental Scan (Data Collection and Analysis), Selection of Targeted Businesses, Face-to-Face Interviews and ultimately a Report with Recommendations for the Town based on the feedback from the Town's business owners.

I worked side by side with Bonnie during this project, ensuring that all portions of the project were successfully completed as specified in the Scope. BCLA met all deadlines specified and provided all deliverables on time. The businesses interviewed shared their appreciation with BCLA's friendly, professional demeanor, which helped produce a well-written, high-quality final report.

This firm is dependable and responsive. BCLA was always available whenever I contacted them, showing a true commitment to the Town and the project. I recommend Bonnie C. Landry and Associates for planning projects. I am available to share more details about my opportunity working with the firm, if needed.

Sincerely,

Kate Moretto
The Town of Jupiter
Senior Director, External Customer Service
KateM@jupiter.fl.us
(561) 741-2575

TOWN HALL • 210 MILITARY TRAIL • JUPITER, FLORIDA 33458 • WWW.JUPITER.FL.US • 561-746-5134

February 9, 2022

Murriah Dekle, MPA
414 NW Canterbury Ct.
Port St. Luce, FL 34983
murriahdekle@gmail.com

To Whom It May Concern:

Please accept this letter of recommendation for the Planning Firm of Bonnie C. Landry and Associates, P.A. (BCLA).

I have the pleasure of working with BCLA on Phase II of the Port St. Lucie Intermodal Facility development for St. Lucie County Transit Division. Phase I, completed in 2013, includes 4 open bus bays, a platform for passengers, parking for 24 cars, pedestrian connectivity to the Community Center, and a 1,200 square foot covered seating area. Phase II will transform the existing functional transit stop into a vibrant hub that enriches the surrounding neighborhoods and goes beyond moving people from "Point A" to "Point B."

This project includes a comprehensive community outreach effort that will be considered Best Practices for which other projects will be measured.

Prior to this project, I had the good fortune to work with the Firms' President on numerous projects at the City of Stuart and the Martin Metropolitan Planning Organization (MPO). Her attention to detail, captivating presentations and professionalism makes for successful and meaningful public participation in the planning process. It is for these reasons that I recommend the Firm of BCLA to you for professional planning services.

Sincerely,



Murriah Dekle, MPA
Division Director
St. Lucie County Public Transit

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions
VILLAGE OF PALM SPRINGS



September 30, 2021

To Whom it May Concern:

Please accept this letter of recommendation for the Professional Planning Firm of Bonnie C. Landry and Associates, P.A. (BCLA).

The firm provided general planning services to the Village of Indiantown immediately following incorporation in December 2018. My firm submitted the first development proposal that was approved by the Village after incorporation. The project is a mixed use building allowing flexibility to its occupant to live and work in the same unit. Throughout the process Ms. Landry was supportive to the project and provided prompt response to our questions or concerns.

I witnessed firsthand that BCLA understands the importance of the interrelationships of local government and businesses. That relationship is key to the success of any government, especially to a new municipality such as Indiantown.

During the Comprehensive Plan development, another project by BCLA, the firm specifically sought and received input from local businesses to ensure the long range plan was consistent with local business needs. She is skilled at looking at the needs from a variety of stakeholders, gaining consensus for a shared vision and developing a plan that meets all of those needs.

I highly recommend BCLA for this project, and I am happy to answer any of your questions. Please call me at (561) 685-0022 or by email.

Sincerely,


Daniel Sehayik

Daniel Sehayik
ASDG Development Group
Daniel.sehayik@sehayikcommercialreality.com

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions

VILLAGE OF PALM SPRINGS

TAB 7 FEES FOR PROFESSIONAL SERVICES

Professional Level	Hourly Rate
Principal Planner/Quality Control	\$185
Senior Planner	\$175
GIS Services	\$175
Planner II	\$165
Planning Technician	\$155
Administrative Services	\$100

OVERALL COST BY PHASES

Overall Cost by Phase	Cost
Phase I -Project Kickoff	\$ 1,000.00
Phase II - Visioning	\$ 4545.00
Phase III – Project Framework	\$ 9880.00
Phase IV - Data Collection, Review Existing Conditions and Analysis	\$ 36,075.00
Phase V - Truth-Checking and Public Involvement	\$ 15,105.00
Phase VI - Draft Comprehensive Plan and LDR Amendments	\$ 30,670.00
Phase VII - Workshop, Ordinance Readings and Transmittal Hearings	\$ 15,480.00
Phase VIII - ORC Report and Adoption Hearing for Comprehensive Plan Amendments	\$ 11,480.00
Phase IX – Adoption of LDR Amendments and Zoning Map	\$ 2,500.00
SUBTOTAL Project Cost all Phases	\$ 122,190.00
Prompt Pay Discount (Paid in 30 days)	\$ 2,443.80
Final Cost with Prompt Pay Discount	\$ 119,746.20

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions
VILLAGE OF PALM SPRINGS

ITEMIZED COST BY PHASES

Phase I -Project Kickoff

Project Tasks	Level	Cost
Project Kickoff - Discuss Expectations, Deliverables, Sign Final Paperwork	N/A	\$ 1,000.00
SUBTOTAL Phase I		\$ 1,000.00

Phase III - Project Framework

Project Tasks	Level	Cost
Develop Project Steering Committee and Prepare Meeting Schedule	PP	\$ 925.00
	A	\$ 200.00
Prepare Matrix of Changes Needed (since 2018) Community Planning Law	PP	\$ 2,220.00
	A	\$ 200.00
Prepare Public Involvement Plan (PIP)	PP	\$ 4,070.00
	A	\$ 600.00
Steering Committee Meeting #1 - Review and Comment on PIP	PP	\$ 925.00
Create Framework for Project Web Page	PP	\$ 740.00
SUBTOTAL Phase III		\$ 9,880.00

Phase II - Visioning

Project Tasks	Level	Cost
Develop Statements of the community's long-term goals and strategic objective	PP	\$ 925.00
	A	\$ 1000.00
Prepare Redevelopment scenario graphics that illustrate the preferred vision	PP	\$ 2,220.00
	A	\$ 400.00
SUBTOTAL Phase II		\$ 4,545.00

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions

VILLAGE OF PALM SPRINGS

Phase IV - Data Collection, Review Existing Conditions and Analysis		
Project Tasks	Level	Cost
Review Existing Public Input from 1st Quarter 2022 (3 Joint Workshops "PARK" exercise, Visual Preference Survey, Long-Term Goals, Economic Development Branding and Strategic Objectives.)	PP	\$ 3,700.00
	ERA	\$ 1,600.00
Review Recent 2018 EAR-Based Amendments	PP	\$ 925.00
Review Each FLUM Amendment and Text Amendments (2017-2021)	PP	\$ 1,480.00
Prepare Summary Matrix of FLUM and Text Amendments (2017-2021)	ADM	\$ 400.00
Review Village LOS Standards; Compare/Contrast with County LOS	PP	\$ 740.00
Review Palm Springs CRA Plan (2019)	pp	\$ 740.00
Review Commercial Corridor Current Conditions and Opportunities; Compare with Surrounding Municipalities and Region	ERA	\$ 4,000.00
Prepare Market Analysis Report	ERA	\$ 7,200.00
Review Comprehensive Plan and FLU Map Look for Opportunities	PP	\$ 2,775.00
Review LDR and Look for Opportunities	PP	\$ 4,625.00
Prepare Image FLU Map with CRA Boundaries, Analysis; Compare with Region and Surrounding Municipalities	GIS	\$ 675.00
Prepare DRAFT Matrix of Policy Changes Recommended to Comp Plan to Support Long Term Goals, CRA Plan Initiatives, Economic Corridor, LOS Comparison and Resilience Policies	PP	\$ 2,960.00
Prepare DRAFT Matrix Amendments to LDR to Support Comprehensive Plan, CRA Plan, Economic Initiatives, LOS Standards and Resiliency Efforts	PP	\$ 2,960.00
Staff review of Matrix of Amendments and Make Changes	PP	\$ 370.00
Steering Committee Meeting #2 Present Overview of Recommended Changes	PP	\$ 925.00
SUBTOTAL PHASE IV		\$ 36,075.00

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions

VILLAGE OF PALM SPRINGS

Phase V - Truth-Checking and Public Involvement		
Project Tasks	Level	Cost
<i>PIP Implemented - Series of Hybrid Public Workshops and On-line Polling</i>		
Workshop Series 1 - 3 locations (Congress Avenue CRA District, Lake Work CRA District and Village Town Hall) Present summary of Comprehensive Plan, FLU and LDR Amendments. Get feedback.	PP	\$ 4,400.00
	ADM	\$ 1,500.00
	AV	\$ 900.00
	GIS	\$ 1,200.00
Data Sets Sorted, Analyzed, Compared with Previous Data and Reported	A	\$ 600.00
	PP	\$ 1,850.00
Prepare List of Proposed Amendments to the Village Comprehensive Plan and LDRs	PP	\$ 2,775.00
Planning Staff Review the List of Proposed Amendments Recommended and Make Changes Prior To Second Series of Public Meetings	PP	\$ 740.00
Website Goes Live	PP	\$ 740.00
	A	\$ 400.00
SUBTOTAL Phase V		\$ 15,105.00

Phase VI - Draft Comprehensive Plan and LDR Amendments		
Project Tasks	Level	Cost
Draft Amendments to the Village's Comp Plan Elements	PP	\$ 8,325.00
	ADM	\$ 600.00
Draft Amendments to the Village's Comp Plan Supporting Data	PP	\$ 4,625.00
	ADM	\$ 600.00
Draft Amendments to the Village's LDR(s)	PP	\$ 4,625.00
	ADM	\$ 600.00
Updates to Zoning, FLU, Coastal maps (CHHA)	GIS	\$ 1350.00
Planning and Legal Departments Review of Amendments and Any Changes	PP	\$ 2,220.00
Meeting # 3 Steering Committee Review Amendments and Any Changes	PP	\$ 925.00
Workshop Series 2 - 3 Locations (Congress Avenue CRA District, Lake Work CRA District and Village Town Hall) Present DRAFT Amendments to Comp Plan and LDRs	ALL	\$ 6,800.00
SUBTOTAL Phase VI		\$ 30,670.00

RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions

VILLAGE OF PALM SPRINGS

Phase VII - Workshop, Ordinance Readings and Transmittal Hearings		
Project Tasks	Level	Cost
Planning and Zoning Board Workshop - Facilitate a Workshop, Presentation of Changes to LDR and Comp Plans, Provide Overview of Comp Amendment Process (Transmittal and Adoption Process for Comp Plans)	PP ADM	\$ 2,500.00
Planning and Zoning Board Transmittal Hearing (1st Reading of Comp Plan and LDR Ordinances)- Facilitate the Comprehensive Plan Transmittal Hearing (Draft of Required Ads; Draft Agenda Summary; and PPT)	PP ADM	\$ 2,500.00
Village Council Workshop - Facilitate a Workshop, Presentation of Changes to LDR and Comp Plans, Provide Overview of Comp Amendment Process (Transmittal and Adoption)	PP ADM	\$ 2,500.00
Village Council Transmittal Hearing (1st Reading of Comp Plan and LDR Ordinances)- Facilitate the Comprehensive Plan Transmittal Hearing (Draft of Required Ads; Draft Agenda Summary; and PPT)	PP ADM	\$ 2,500.00
Prepare Transmittal Package and Transmit Comprehensive Plan to DEO and State Agencies	PP	\$ 1,480.00
	ADM	\$ 4,000.00
SUBTOTAL Phase VII		\$ 15,480.00

Phase VIII - ORC Report and Adoption Hearing for Comprehensive Plan Amendments		
Project Tasks	Level	Cost
Receive Objections, Recommendations, Comments (ORC) Report	N/A	N/A
Review ORC Report	PP	\$ 740.00
Prepare Matrix of ORC Report Comments	ADM	\$ 800.00
Prepare Update to Comprehensive Plan Amendments to Respond to ORC	PP	\$ 1,360.00
Village Council Adoption Hearing	PP	\$ 2,500.00
Prepare and Transmit Comprehensive Plan to DEO and State Agencies	PP	\$ 1,480.00
	ADM	\$ 4,000.00
ADA-Compliant Final Plan for Posting to Village Website	ADM	\$ 600.00
SUBTOTAL Phase VIII		\$ 11,480.00

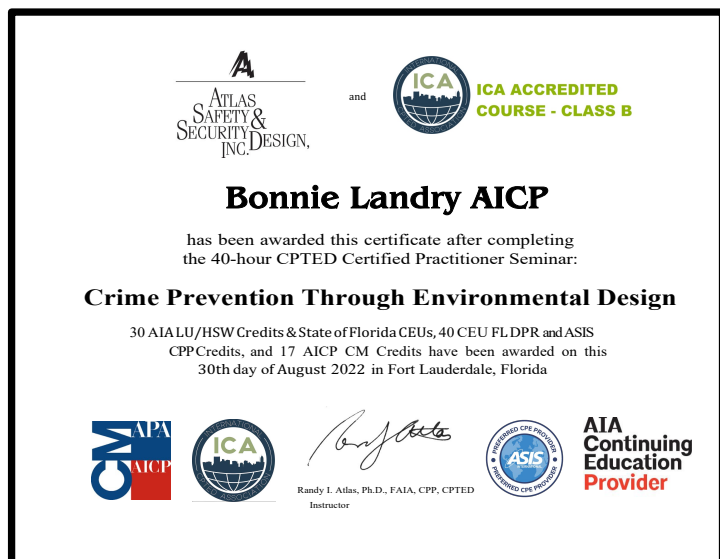
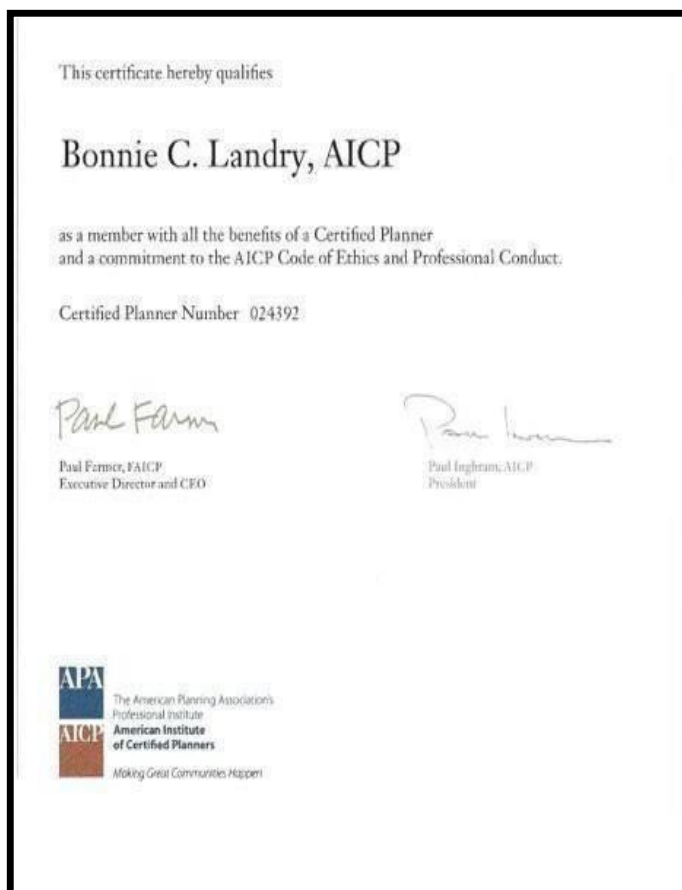
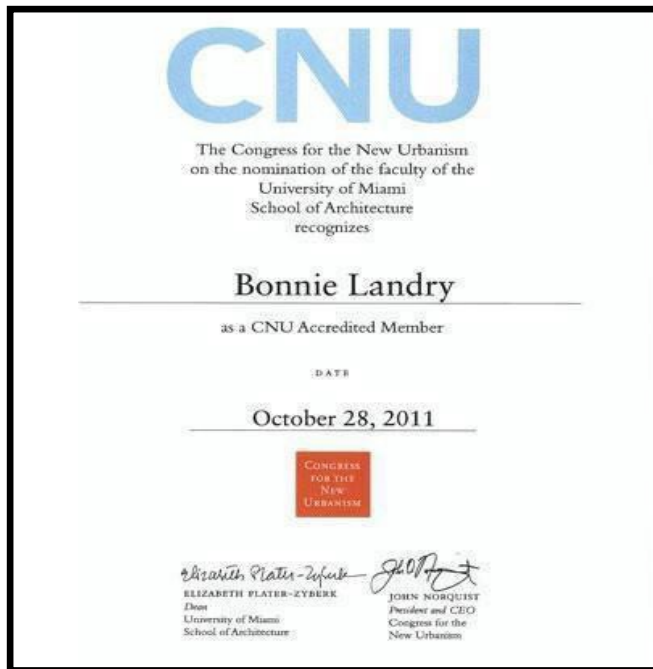
RFP 2022R-004 Consulting Services for Vision, Comprehensive Plan/LDR Revisions

VILLAGE OF PALM SPRINGS

Phase IX - Adoption of LDR Amendments and Zoning Map		
Project Tasks	Level	Cost
Village Council Second Reading and Approval of LDR Ordinance(s)	Flat Rate	\$ 2,500.00
SUBTOTAL Phase IX		\$ 2,500.00

TAB 8 ATTACHMENTS

8.1 COPY OF LICENSES



8.2 STATE OF FLORIDA PROOF OF INCORPORATION

*State of Florida
Department of State*

I certify from the records of this office that BONNIE C LANDRY AND ASSOCIATES, PA is a corporation organized under the laws of the State of Florida, filed on March 30, 2018, effective March 29, 2018.

The document number of this corporation is P18000030604.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 8, 2021, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of April,
2021*



Randy R. Lee
Secretary of State

Tracking Number: 6325950571CU

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

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

8.3 SOLE PROPRIETORSHIP INFO

Bonnie C. Landry and Associates is a Corporation not a Sole Proprietorship.

8.4 CONFLICT OF INTEREST DISCLOSURE FORM (EXHIBIT E)

Exhibit E Conflict of Interest Disclosure Form has been completed by Bonnie C. Landry and Associates and uploaded to Demand Star.

8.5 NOTIFICATION OF PUBLIC ENTITY CRIMES LAW (EXHIBIT F)

Exhibit F Notification of Public Entity Crimes Law Form has been completed by Bonnie C. Landry and Associates and uploaded to Demand Star.

8.6 DRUG FREE WORKPLACE (EXHIBIT G)

Exhibit G Drug Free Workplace Form has been completed by Bonnie C. Landry and Associates and uploaded to Demand Star.

8.7 NON-COLLUSION AFFIDAVIT (EXHIBIT H)

Exhibit H Non-Collusion Affidavit Form has been completed by Bonnie C. Landry and Associates and uploaded to Demand Star.

8.8 TRUTH-IN-NEGOTIATION CERTIFICATE (EXHIBIT I)

Exhibit I Truth-In Negotiation Certificate Form has been completed by Bonnie C. Landry and Associates and uploaded to Demand Star.

8.9 W-9 FORM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bonnie C. Landry		
2 Business name/disregarded entity name, if different from above Bonnie C. Landry and Associates		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 615 SW Saint Lucie Crescent, Suite 201 6 City, state, and ZIP code Stuart, FL 34994		Requester's name and address (optional)
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
8	2
-	5
0	8
0	8
6	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Bonnie C Landry</i>	Date ► <i>11-1-2021</i>
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General Instructions

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

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

Purpose of Form

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2018)



RFP 2022R-004
VISION, COMPREHENSIVE PLAN, AND LDR REVISIONS
Virtual E-Bid Submittal - August 30, 2022
Virtual E-Bid Opening - September 2, 2022

Staff Present: Iramis Cabrera, PZB Director
Kimberly K. Glas-Castro, Assistant Village Manager
Jane R. Worth, Deputy Village Clerk
Theresa L. Gonzalez, Procurement Specialist

Meeting Start: 2:00 p.m.

Meeting End: 2:01 p.m.

Name	Email	Address
Bonnie Landry and Associates, PA	bonnie@bclandry.com	615 St. Lucie Crescent Suite #201 Stuart, FL 34994
Calvin, Giordano & Associates, Inc.	marketing@cgasolutions.com	580 Village Boulevard Suite 325 West Palm Beach, FL 33409
MHCP COLAB	melissa@mhcpcolab.com	5701 Biscayne Blvd CS-1 Miami, FL 33137
NZ Consultants	nilsa@nzconsultants.net	1851 W. Indiantown Rd. Suite 100 Jupiter, FL 33458
S&ME, Inc.	gkramer@smeinc.com	1615 Edgewater Drive Suite 200 Orlando, FL 32804



Office of the Village Manager

September 13, 2022

To: Theresa L. Gonzalez, Procurement Specialist
From: Michael Bornstein, Village Manager
Subject: Employee Committee Members – Vision, Comprehensive Plan and LDR Revisions – Planning Zoning and Building Department – RFP #2022R-004

Please be advised that I am appointing the following staff members to serve on the Employee Committee for Vision, Comprehensive Plan and LDR Revisions – Planning Zoning and Building Department Request for Proposals (RFP) – RFP #2022R-004 – to evaluate the proposal packages received and provide a recommendation that will be brought to the Village Council for consideration (Expected during the November 10, 2022 Council Meeting):

- Kim Glas-Castro
- Iramis Cabrera – chair
- Nataly Cintron
- Nanciann Cuenot
- Tom Gehrman
- Edwin L. Horton
- Justin J Lucas

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.

By: Michael Bornstein

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 \$35,000.00 or less.

f. The cone of silence shall terminate at the time the council, finance department, or village manager as applicable, awards or approves a contract, rejects all bids, proposals or other requested responses, or otherwise takes action which ends the purchasing procedure.

g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Iramis Cabrera

From: George M Kramer <gkramer@smeinc.com>
Sent: Thursday, October 6, 2022 2:50 PM
To: Theresa L. Gonzalez; Rachael Schulman
Cc: Leslie A. Del Monte
Subject: RE: RFP 2022R-004 Final Selection Committee Meeting

Importance: High

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.

Theresa,

We appreciate the Village's consideration of our proposal and opportunity to interview. Unfortunately scheduling conflicts are preventing us from participating in an interview on October 10. Therefore we must respectfully decline this invitation and withdraw our proposal from consideration through this process.

Would you please let me know if you have any questions or need any additional information from us?

Best of luck with this procurement process and subsequent planning effort.

With kind regards,

George

George M. Kramer, AICP, LEED AP

Vice President- Area Manager, Placemaking

From: Theresa L. Gonzalez <TGonzalez@vpsfl.org>
Sent: Thursday, October 6, 2022 10:39 AM
To: Rachael Schulman <rschulman@smeinc.com>
Cc: George M Kramer <gkramer@smeinc.com>; George M Kramer <gkramer@smeinc.com>
Subject: RFP 2022R-004 Final Selection Committee Meeting

This message originated outside of S&ME. Please report this as phishing if it implies it is from an S&ME employee.

Please [CLICK HERE](#) to take our 2022 Community Survey.

Good morning,

I apologize for the delayed response. We were working on the scheduling.

Thank you for submitting your proposal for RFP 2022-004 – Village Vision, Comprehensive Plan, and LDR Revisions. On October 3, 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 **October 10, 2022, at 1:30 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
S&ME, Inc	3:25 p.m. – 3:55 p.m. *
	* <i>Times may vary</i>

- Each proposer will be given 15 minutes for their presentation and following a 15-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

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 **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE VILLAGE OF PALM SPRINGS FLORIDA
www.vpsfl.org



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Public Works

ITEM Authorize Vehicle Purchases - Cooperative Agreement - Public Works Department (FY
#22: 2023 Budget Funded)

SUMMARY: The Public Works Department needs to purchase vehicles to support the daily operational services and activities that are provided for our community. To ensure the lowest possible price, the staff recommends that the Village piggyback off the current Sheriff's Association & Florida Association of Counties contract awarded to various vendors (including Duval Ford). The Sheriff's Association & Florida Association of Counties completed a competitive selection process – Police Rated, Administrative, Utility Vehicles, Trucks & Vans (Bid# FSA22-VEL 30.0 - October 1, 2022). The bid package is on file in the Village Clerk's office.

Within the FY 2023 budget, the Village Council approved \$80,000 to be used to purchase two (2) utility vehicles. After receiving quotes for the requested vehicles available in October each year, the Public Works department obtained a price of \$117,328.00 for the purchase of two (2) vehicles, with the savings of the bucket truck money will fund the exceeding amount of the (2) F-250.

If approved, the Village would accept Duval Ford's pricing by piggybacking the Sheriff's Association & Florida Association of Counties' contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

Village Purchasing Code Section 58-8, Accessing contracts of other government agencies, allows the Village to use the goods and/or services from any contract with the State of Florida if it awards a contract. Providing the same or substantially similar goods and/or services are competitively solicited, the Village may award contracts with Florida political subdivisions or other government entities (other than the federal government).

The Public Works Superintendent, Supervisor, and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

FISCAL IMPACT:

Funds to support this proposed vehicle purchases are available within the FY 2023 Budget - Public Works Machinery & Equipment. Able to purchase do to saved funds from the bucket truck in the same account. (Account # 56400)

ATTACHMENTS:

1. Duval FleetTruck Quote
2. Invitation to Bid- Florida Sheriffs Association - FSA22-VEL30.0
3. Notice of Award - Florida Sheriffs Association - FSA22-VEL30.0

PUBLIC WORKS

Prepared for: VILLAGE OF PALM SPRINGS (PW) MIKE WOOD 561-723-3855 mwood@vpsfl.org		Contract Holder DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210 SOUTH	
		DATE: 10/14/22	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA22-VEL90.0 Heavy Equipment and Trucks FSA22-VEH 20.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price
0	SPEC 106	2023 FORD F-250 REG CAB 3/4 TON PICKUP TRUCK - 4X2 (F2A)	\$ 40,547.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	142	142" WHEEL BASE 8" BED	NC
0	90L	POWER WINDOWS/ DOOR LOCKS	NC
0	534	HEAVY DUTY TOWING PACKAGE	\$ 1,485.00
0	52B	TRAILER BRAKE CONTROLLER	\$ 299.00
0	SPRAY SB	SPRAY IN BEDLINER TO INCLUDE TOPS	\$ 1,100.00
0	SPRAY BPR	SPRAY REAR BUMPER	\$ 235.00
0	TINT 1	TINT WINDOWS ON FRONT 2 WINDOWS TO INCLUDE FRONT STRIP	\$ 225.00
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	76C	BACKUP ALARM	\$ 149.00
0	RS/CAM RELOCATE	RELOCATE CAMERA ONCE SERVICE BODY IS COMPLETE	\$ 245.00
0	8SB	KNAPHEIDE SERVICE BODY (696J)	\$ 11,400.00
0	CABSHLD B	CAB SHIELD WITH MINI LIGHT BAR PROVISION	\$ 870.00
0	31*	SHIP THROUGH TO INCLUDE CERTIFICATION, WEIGHT SLIP, MSO & DEALER PDI	\$ 650.00
0	LED PKG 1	(4) WHELEN LED LIGHTS (2- SURFACE MOUNTED IN GRILLE & 2- IN TAIL LIGHTS (AMBER)	\$ 810.00
0	LED PKG 2	WHELEN 16" MINI LED LIGHT BAR INSTALLED ON ROOF (AMBER WITH AMBER LENS)	\$ 605.00
0	INCL	LIGHTS HOOKED TO (1) SWITCH	NC
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 58,664.00
TOTAL QUANTITY		2	TOTAL PURCHASE \$ 117,328.00



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Other Agencies & Organizations

Florida Sheriffs Association

Cooperative Fleet Bid

CPP@FISheriffs.org

INVITATION TO BID ADVERTISEMENT: FSA22-VEL30.0 – Pursuit, Administrative and Other Vehicles

The Florida Sheriffs Association invites interested bidders, including manufacturers, to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the Contract Administrator in the solicitation process and the administration of the resulting contract. The purpose of this bid is to establish a twenty-four (24) month contract, beginning October 1, 2022, and ending September 30, 2024, to sell pursuit rated vehicles, administrative vehicles, trucks, vans and other vehicles.

The Florida Sheriffs Association invites interested bidders to submit bids. Refer to the Bid Calendar for major bid tasks, activities, and dates. **All prospective bidders are required to attend the MANDATORY Pre-Bid Meeting.**

BID CALENDAR ITEM	DATE
Bid Announcements	5/17/22 & 5/31/22
Mandatory Pre-Bid Meeting FSA22-VEL30.0 (virtual)	7/12/2022
FSA Bid System Training	7/19/2022
Bid System Opens	8/4/2022
Electronic Bid Submissions Due	8/25/2022
Public Bid Opening	8/26/2022
Intent To Award Posted	9/16/2022
Effective Date of New Contract	10/1/2022

Bid Submittals will be received via VendorLink an online platform by August 25, 2022. Optional bidder training for this platform will be July 19, 2022.

This contract shall be awarded to the lowest responsive bidder by item bid. Multiple awards may be given.

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise agreed to by the FSA.

Bidders are hereby advised that the Florida Sheriffs Association reserves the right to reject any and all bids, or separate portions thereof, and to waive any irregularity, technicality or omission if the FSA determines that doing so will serve in the FSA's best interest. The FSA may also reject any bid not submitted in the manner specified by the solicitation documents.

Bookmark [our website](#) to stay up to date on the latest bid announcements.

FSA Cooperative Purchasing Program



FSA22-VEL30.0 Final Award Document



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

NOTICE OF FINAL AWARD

FSA22-VEL30.0: Pursuit, Administrative, and Other Vehicles

Date: October 1, 2022

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Award for Contract FSA22-VEL30.0: Pursuit, Administrative, and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its 30th year of the cooperative purchasing contract for pursuit, administrative, and other vehicles. The FSA is issuing a Notice of Award for the contract, that will be effective from October 1, 2022, through September 30, 2023. This year's bid included 326 items, offering pursuit rated vehicles, pickup trucks, motorcycles, administrative sedans, vans, and electric vehicles.

The competitive process for this award began in April 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products. An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On April 22, 2022, a direct notification was sent to 753 prospective bidders to participate in a voluntary bidder workshop and to register for bid qualification. The three-month ITB advertisement resulted in 68 pre-bid attendees or waivers. Of these respondents, 22 submitted bids and 17 qualified.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



FSA22-VEL30.0
Item Group Descriptions

Administrative Sedans

Cargo & Passenger Vans Medium/High Roof

Cargo & Passenger Vans Standard/Low Roof

Electric & Hybrid Vehicles

Pickup Trucks - 4X2

Pickup Trucks - 4X4

Pursuit Rated & Pursuit Hybrid Vehicles

Pursuit Rated Motorcycles

Special Service Vehicles

Utility & Hybrid Utility Vehicles - 4X2

Utility & Hybrid Utility Vehicles - 4X4 and AWD



FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Pickup Trucks - 4X2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer's standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer's standard automatic transmission; Manufacturer's standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer's standard power steering; Manufacturer's standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer's standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer's standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer's standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer's standard tires and wheels.
- CHASSIS, FRAME, CAB: Manufacturer's standard bumper; Manufacturer's standard fuel tank; Manufacturer's standard

Bid Award**Contract:** FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)**Group:** Pickup Trucks - 4X2**Item:** 106, Ford, F-250 XL Super Duty Regular Cab SRW, F2A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	\$39,998.00	1.00%	Build	Options
	Alternate	BOZARD FORD	\$40,140.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$40,547.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	\$40,140.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$40,547.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$41,871.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	\$40,140.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$40,547.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$41,771.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	\$40,140.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$40,547.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$41,871.00	0.00%	Build	Options



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM Approve Building Plans Review and Inspection Services Agreement - Piggyback - 2nd
#23: Amendment - Term Extension - C.A.P. Government, Inc.

SUMMARY: The Planning, Zoning & Building Department, throughout the year, needs to enter into a contract to provide building plan reviews and inspection services to assist the Village with private development that is occurring within the Village. To ensure the lowest possible price, staff recommends that the Village piggyback off the current Town of Jupiter contract awarded to C.A.P. Government, Inc. The Town of Jupiter selected this company through a competitive selection process - Building Inspection, Plan Review, and Permit Technician Services (RFP BLD001-2019/LC - May 16, 2019) and approved a contract via Resolution 74-19 on July 16, 2019.

On May 10, 2018, the Village entered into a contract with C.A.P. Government, Inc ("C.A.P.") for Building Inspection/Plan Review as a piggyback agreement based upon the firm's contract with Palm Beach County. The Village's Agreement with C.A.P. expires on November 15, 2022. Rather than further extending the existing Agreement, the recommendation is to enter into a new piggyback agreement based upon C.A.P.'s contract with the Town of Jupiter, which provides all the services that the Village requires at more favorable terms than the Palm Beach County agreement. While some rates under the Jupiter contract are slightly higher than those of the Palm Beach County contract, other rates are lower. Therefore, the expected overall cost of the Village will be, at most, the current price and may result in some savings.

If approved, the Village would continue to accept the C.A.P. Government's services by piggybacking on the Town of Jupiter contract, including all terms, conditions, and pricing. The initial term of the contract will run through July 30, 2024, with two twelve-month renewal options. The Village will not expend more than the amount in the approved budget as it may be adopted and amended each year for these goods and services over the term of this contract.

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

The Village Attorney has prepared the proposed Agreement and reviewed it with the Planning, Zoning, and Building Director.

The Village has been working with the vendor and finds their plan review services thorough.

FISCAL IMPACT:

Funds to support this proposed Agreement are available with the FY 2023 Budget - General Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed contract Agreement for Building Inspection/Plan Review - C.A.P. Government
2. VPS Renewal Letter and Town of Jupiter Contract
3. VPS - C.A.P. Government Contract 1st Amendment

AGREEMENT FOR BUILDING INSPECTION/PLAN REVIEW

This Agreement for building inspection and plan review 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 **C.A.P. Government, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide building inspection and plan review services for the VILLAGE; and

WHEREAS, the Town of Jupiter, through its competitive selection process, awarded a contract for Plan Review, Inspection Services, and Permit Technician (CONTRACT BLD0001-2019/LC) ("Jupiter Contract") to the CONTRACTOR which includes 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 building inspection and plan review services based on the pricing and terms and conditions of the Jupiter Contract; and

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Jupiter 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. Jupiter Contract. The Jupiter 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 Town of Jupiter under the Jupiter Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Jupiter Contract and pricing therein, the CONTRACTOR shall provide building inspection and plan review 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) This Agreement;
 - (b) All written modifications and amendments hereto;

(c) Jupiter Contract (including all attachments and exhibits thereto).

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

- (a) All written modifications and amendments hereto;
- (b) This Agreement;
- (c) The Jupiter Contract.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the JUPITER 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 Jupiter Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the

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

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to run concurrently with the balance of the Jupiter Contract term, which consists of an initial sixty (60) month term expiring on July 31, 2024, with an additional two (2) twelve (12) month renewals that may be exercised upon mutual agreement of the parties.
- 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:
C.A.P. Government, Inc.

By: Carlos A. Penin

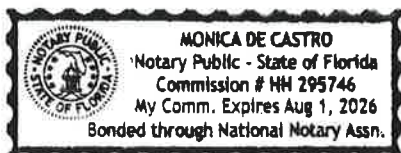
Print Name: Carlos A. Penin, PE
Print Title: President

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 3rd day of November
2022 by Carlos A. Penin, PE, as President of C.A.P. Government,
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



Monica De Castro
Print Name: Monica De Castro
My commission expires: 08/01/2026



October 31, 2022

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

Re: Plan Review, Inspection and Permit Technician Services for the Village of Palm Springs Piggyback – Town of Jupiter BLD001-2019/LC

Dear Mr. Bernstein:

C.A.P. Government, Inc. (CAP) is under contract with the Village of Palm Springs to provide **Plan Review, Inspection and Permit Technician Services** that is set to expire on November 15, 2022.

We are proposing for the Village to piggyback off our existing Agreement with the Town of Jupiter for Plan Review, Inspection and Permit Technician Services. This contract commenced on July 31, 2019 and shall be for a period of sixty (60) months with two twelve-month renewal options. Please see our executed contract (**Contract BLD001-2019/LC**) between CAP and the Town of Jupiter, attached.

CAP would respectfully accept a “piggyback” of our Town of Jupiter Agreement with the Village of Palm Springs for a period ending on July 30, 2024, using like terms and conditions as found in the Town of Jupiter Contract (BLD001-2019/LC).

We look forward to continuing to serve the Village of Palm Springs Beach with professional, customer centered Building Department services. If you find this extension acceptable, please execute in the space provided and return it to me. If you wish to discuss this proposal further or need additional information, please contact Judson Dulany (561) 261.9757 or me at (305) 458.6000 at your convenience.

Very truly yours,
C.A.P. Government, Inc.

Accepted by:
Village of Palm Springs

A blue ink signature of Carlos A. Penin, written in a cursive style.

Carlos A. Penin, PE
President

Michael Bernstein
Village Manager

July 8, 2020

xxxxx

Re:

Page 2 of 2



TOWN OF JUPITER



DATE: July 16, 2019 Council Meeting
TO: Honorable Mayor and Members of Town Council
THRU: Matt Benoit, Town Manager
FROM: Roger C. Held, Building Department Director
SUBJECT: **APPROVAL OF A SECONDARY CONTRACT AWARD TO C.A.P. GOVERNMENT, INC. FOR PLAN REVIEW, INSPECTION, AND PERMIT TECHNICIAN CONTRACTUAL SERVICES.**

EXECUTIVE SUMMARY:

Staff is requesting the Town Council's approval of Resolution 74-19, with C.A.P. Government, Inc. for contracted services.

Using contracted services will allow the Town's core team of inspectors to maintain the recommended workload of 15 inspections per day. This is a recommended number from the Insurance Service Organization (ISO). The ISO evaluates and grades the Building Department's effectiveness. We continue to maintain a grade two (2) rating, which is one of the best ratings in the State.

Contracted help will allow building inspections to continue being completed the day that follows a customer's request for inspection. This will allow the Department to continue upholding a high level of customer service and provide technical support for Code Compliance, contractors, and residents in a timely manner.

Pricing was requested, if needed, for Plan Review and Permit Technician support. This contracted help will be utilized when existing staff has planned vacations or employees that are out of the office for training or unexpected illness.

Most of the contract inspections will take place at our three largest planned developments: Jupiter Country Club, Rialto, and Sonoma Isles. This will also allow the Town's inspectors to concentrate on more complex projects.

Should we have to use C.A.P. Government, Resolution 74-19, there will be an average hourly rate increase of 32% relative to our current contract.

The Building Department will conduct jobsite audits on a weekly basis to ensure total building code compliance and superior customer service from all contracted help.

Staff advertised and three (3) corporations responded to the Town's Request for Proposal, which were received on May 16, 2019. Town staff completed the selection process and selected three (3) corporations to provide services of contractual help for; Plan Review, Inspection Services, and Permit Technician support. The selection committee evaluated the qualifications set forth by the Request for Proposal. The selection committee was comprised of:

- Roger Held, Building Department Director
- Calvin Ellis Baird, Chief Building Inspector
- Scott Reynolds, Budget Manager
- Amanda Bradley, Human Resource Generalist

The selection committee's ranking is shown on the attached evaluation summary memorandum. This committee recommends entering into continuing contracts with the corporation(s) listed below.

Primary Awardee

1. GFA International, Inc.

Secondary Awardees

2. C.A.P. Government, Inc.
3. Calvin, Giordano & Associates, Inc.

This committee recommends entering into a secondary contract with the C.A.P. Government, Inc. There is a remaining balance budgeted for FY2019 of \$140,000 and we have budgeted \$583,000 for FY2020. This contract will not exceed the budgeted amount.

Should GFA International, Inc. not be able to provide the needed staffing support, the Building Department will contract with the next two (2) vendors. The inspection workload will be distributed based on price and availability between Resolution 74-19 C.A.P. Government, Inc. and Resolution 75-19 Calvin, Giordano & Associates, Inc.

The Request for Proposal stipulated that the Town, at its sole option, may select one (1) or more corporations to enter into a non-exclusive contract for a period of sixty (60) months with two (2) twelve (12) month renewal options.

RECOMMENDATION:

Staff recommends Town Council's approval to enter into contract agreements with C.A.P. Government, Inc. for Plan Review, Inspection, and Permit Technician contractual services and authorize the Mayor to execute them on its behalf.

Strategic Result:

Fiscal Responsibility/Organizational Excellence

Attachments:

Resolution 74-19.	Summary of Evaluation results.
Building Code Effectiveness 2019 Assessment Report.	EXHIBIT "A" : Draft Contract
Final Minutes Selection Committee.	EXHIBIT "B" : Cost Proposal

Funding Source:

☒	Remaining Balance left in FY2019 Budget:	FY 2019 \$140,000	Sources:	Approved fiscal year funding for Building operating budget
☒	Proposed Budget amount for FY2020:	FY 2020 \$583,000		
☐	Additional Funding Required	\$ N/A	Sources:	

BLD001-2019/LC

CONTRACT BETWEEN THE
TOWN OF JUPITER
AND
C.A.P. Government, Inc.

THIS CONTRACT, made this 31st day of July, 2019, by and between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and C.A.P. Government, Inc., 1910 N. Florida Mango Road, West Palm Beach, FL, 33409, State of Florida Corporation, hereinafter designated as "C.A.P. Government".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such powers and responsibilities as are enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide services including Plan Review, Inspection Services and Permit Technicians; and

WHEREAS, the TOWN solicited and received bids on May 16, 2019 for the Plan Review, Inspection Services and Permit Technicians, Palm Beach County, Florida; and

WHEREAS, C.A.P. Government has responded to the TOWN'S solicitation and GFA International is qualified and willing to provide said services; and

WHEREAS, the TOWN has found C.A.P. Government's response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and C.A.P. Government in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

C.A.P. Government shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the services in accordance with the

CONTRACT BLD001-2019/LC entitled Plan Review, Inspection Services and Permit Technicians.

C.A.P. Government shall provide the TOWN with a copy of any necessary licenses and business tax receipts to do business in the Town as a Plan Review, Inspection Services and Permit Technicians prior to providing services to the Town.

2. TERM

The Term of this CONTRACT shall commence upon the parties execution of the CONTRACT and shall be for a period of Sixty (60) months with two Twelve month renewal options provided both parties are in agreement and there are no changes to the terms and conditions.

3. CONSIDERATION

The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing. The CONTRACTOR shall provide all labor, supplies, transportation, materials, licenses, permits, and any other items necessary to perform and provide the services to the Town. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the CONTRACTOR on a time basis under a mutually agreed upon rate schedule "Cost Proposal" attached hereto as **Exhibit "B"**. CONTRACTOR performance requirements relative to the Scope of the Services and the Work to be performed by the CONTRACTOR which are contained in the RFP BLD001-2019/LC, which are incorporated herein by reference in addition to the foregoing description of the required services.

The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by C.A.P. Government, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.

Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of C.A.P. Government, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

5. INDEMNIFICATION

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, C.A.P. Government shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with C.A.P. Government, its subcontractors, its agents, or employees, and committed in connection with C.A.P. Government performance, of any services performed hereunder.

C.A.P. Government shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, ordinance of regulation by C.A.P. Government, its agents or employees.

6. GOVERNING LAW / VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

7. AMENDMENTS

This contract may be amended only by a written amendment executed by the parties.

8. ASSIGNMENT

C.A.P. Government shall not assign, delegate, or otherwise transfer its rights and

obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

9. ATTORNEY FEES

If either party is required to initiate a legal action, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. INDEPENDENT CONTRACTOR

C.A.P. Government is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND C.A.P. Government, its employees or, during or after the performance of this CONTRACT.

11. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify C.A.P. Government of such occurrence and the CONTRACT may be terminated by the TOWN without penalty or expense to the TOWN.

12. RIGHT TO AUDIT

The TOWN reserves the right to audit C.A.P. Government's records as such records relate to the services and the CONTRACT between the TOWN and C.A.P. Government. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of C.A.P. Government which are related to its services to the TOWN in accordance with the schedule for preservation of public records as prescribed bylaw.

Audits:

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. COMPLIANCE WITH LAWS

C.A.P. Government, its employees and agents, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise C.A.P. Government, upon request as to such laws of which it has present knowledge.

14. PUBLIC RECORDS

C.A.P. Government shall comply with the Florida public records laws codified at Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements.

15. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. C.A.P. Government recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

16. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize C.A.P. Government, for all work of this type, which may develop during the CONTRACT term. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

17. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Roger C. Held, B.O.

Building Department Director
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

1910 N. Florida Mango Road

West Palm Beach, FL 33409

18. SEVERABILITY

Should any part, term or provision of this CONTRACT be determined by a court to be invalid, illegal or in conflict with any law, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By:



Sally M. Boylan, Town Clerk

By:



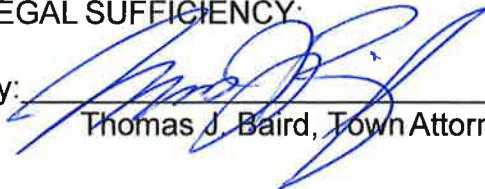
Todd Wodraska, Mayor

(TOWN SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:



Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 18th day of July, 2019

_____ 2019 by Todd Wodraska, as Mayor of the Town of Jupiter, and who is personally know to me.



A handwritten signature in blue ink, appearing to be "K. Tamayo", written over a horizontal line.

Notary Public, State of Florida

ATTEST

By: _____

C.A.P. Government, Inc.

By: 
Printed Name: Carlos A. Penin
Title: President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument has been acknowledged before me this 9th day of August 2019 by Carlos A. Penin, as president of C.A.P. Government, Inc. X He/she is personally know to me or has produced _____ as identification.

(NOTARY SEAL)



A handwritten signature in blue ink, appearing to be "T. Suhr", written over a horizontal line.

Notary Public, State of Florida

TOWN OF JUPITER

RFP-BLD001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
1.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. Perform inspection services excluding natural disaster events. FULL TIME INSPECTOR	BLDG	\$ <u>72.50</u> PER HOUR
		M, E, or P	\$ <u>72.50</u> PER HOUR
		1+2 FAMILY	\$ <u>77.50</u> PER HOUR
		MULTI	\$ <u>77.50</u> PER HOUR
2.	Per Person: Perform inspection services during natural disaster events. FULL TIME INSPECTOR	BLDG	\$ <u>95.00</u> PER HOUR
		M, E, or P	\$ <u>95.00</u> PER HOUR
		1+2 FAMILY	\$ <u>100.00</u> PER HOUR
		MULTI	\$ <u>100.00</u> PER HOUR
3.	Per Person: Perform inspection services excluding natural disaster events in excess of 40 Hr. per week. FULL TIME INSPECTOR	BLDG	\$ <u>90.00</u> PER HOUR
		M, E, or P	\$ <u>90.00</u> PER HOUR
		1+2 FAMILY	\$ <u>100.00</u> PER HOUR
		MULTI	\$ <u>100.00</u> PER HOUR
4.	Per Person: Perform inspection services excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>85.00</u> PER HOUR
		M, E, or P	\$ <u>85.00</u> PER HOUR
		1+2 FAMILY	\$ <u>90.00</u> PER HOUR
		MULTI	\$ <u>90.00</u> PER HOUR

Proposer:



Date:

05/16/19

TOWN OF JUPITER

RFP-BLD0001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
5.	Per Person: Perform inspection services during natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>110.00</u> PER HOUR
		M, E, or P	\$ <u>110.00</u> PER HOUR
		1+2 FAMILY	\$ <u>110.00</u> PER HOUR
		MULTI	\$ <u>110.00</u> PER HOUR
6.	Per Person: Review and process construction plans for obtaining building permits excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>90.00</u> PER HOUR
		M, E, or P	\$ <u>90.00</u> PER HOUR
		1+2 FAMILY	\$ <u>95.00</u> PER HOUR
		MULTI	\$ <u>90.00</u> PER HOUR
7.	Per Person: Review and process construction plans for obtaining building permits during natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>112.50</u> PER HOUR
		M, E, or P	\$ <u>112.50</u> PER HOUR
		1+2 FAMILY	\$ <u>112.50</u> PER HOUR
		MULTI	\$ <u>112.50</u> PER HOUR
8.	Per Person: Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	BLDG	\$ <u>115.00</u> PER HOUR
		M, E, or P	\$ <u>115.00</u> PER HOUR
		1+2 FAMILY	\$ <u>115.00</u> PER HOUR
		MULTI	\$ <u>115.00</u> PER HOUR

Proposer: _____



Date: _____

05/16/19

TOWN OF JUPITER

RFP-BLD0001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE
9.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. AS NEEDED BASIS PERMIT TECHNICIANS	\$ 50.00 PER HOUR

Proposer: _____



Date: _____

05/16/19

**FIRST AMENDMENT TO CONTRACT FOR BUILDING INSPECTION/PLAN
REVIEW BETWEEN THE VILLAGE OF PALM SPRINGS
AND C.A.P. GOVERNMENT, INC.**

This First Amendment to Contract for Building Inspection/Plan Review ("First Amendment") is made as of the 15th day of March, 2022, by and between the **Village of Palm Springs**, a Florida Municipal Corporation ("VILLAGE") and **C.A.P. Government, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR").

On May 10, 2018, the parties entered into an agreement for Building Inspection/Plan Review ("the 2018 Agreement") based upon Contractor's competitively awarded contract with Palm Beach County, Florida, #17-023/SC ("the Palm Beach County Contract") The initial term for the 2018 Agreement was to run concurrently with that of the Palm Beach County Contract, until May 15, 2022. On November 23, 2021, the term of the Palm Beach County Contract was extended for the period May 16, 2022 through November 15, 2022.

The purpose of this First Amendment is to extend the term of the Agreement for the period May 16, 2022 through November 15, 2022, and to add a contract provision concerning E-Verify that became a requirement under Florida law subsequent to the date of the parties' original Agreement.

In consideration of the mutual promises contained in the Agreement, incorporated herein by reference, as amended by this First Amendment, the VILLAGE and CONTRACTOR agree as follows:

A. EXTENSION OF CONTRACT TERM

The term of the Agreement is hereby reinstated and effective May 16, 2022 through and including November. Pricing, scope of services, and other terms shall remain as set forth in the Agreement unless specifically modified herein.

B. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, effective January 1, 2021, the CONTRACTOR shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ,

contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

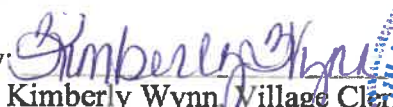
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

All other terms and conditions set forth in the 2018 Agreement remain in full force and effect except to the extent modified hereinabove.

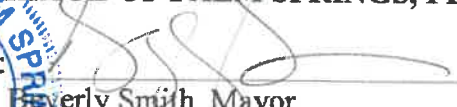
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

ATTEST:

By:


Kimberly Wynn, Village Clerk

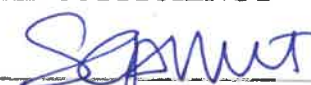
By:


Beverly Smith, Mayor



**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:


Glen J. Torivia, Village Attorney

CONTRACTOR: C.A.P. GOVERNMENT, INC.

By: _____

(CORPORATE SEAL)

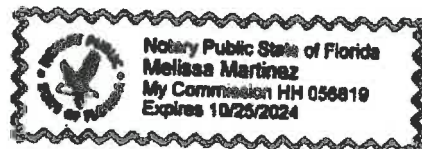
STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 14th day of February, 2022 by Carlos A Penin, as President (title) of C.A.P. Governemnt, 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: Melissa Martinez

My commission expires: 10/25/2024





January 27, 2022

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

Re: Extension of Agreement between the Village of Palm Springs and C.A.P. Government, Inc. for Building Inspection, Plan Review and Permit Technician Services – Piggyback Palm Beach County (No. 17-023/SC)

Dear Mr. Bernstein:

Our Company, C.A.P. Government, Inc. (CAP) entered into an agreement with the Village of Palm Springs (Village) on May 10, 2018. The Agreement for "Building Inspection, Plan Review and Permit Technician Services" is set to expire on May 15, 2022. This Agreement is a "piggyback" of an existing Palm Beach County contract for Building Inspection, Plan Review and Permit Technician Services that has been recently extended from May 15, 2022 to November 15, 2022 (Second Amendment attached).

CAP is pleased to serve the Village and respectfully requests the opportunity to continue to do so. CAP would respectfully accept an extension of this Agreement with the Village for a period from May 15, 2022, to November 15, 2022, using the second Amendment available under the Agreement referenced above.

We look forward to continuing to serve the Village of Palm Springs with professional, customer centered Building Department services. If you find this extension acceptable, please execute in the space provided and return it to me. If you wish to discuss this proposal further or need additional information, please contact Mr. Judson Dulany, BU our Palm Beach County Regional Director at (561) 261-9757 or me at (305) 458.6000 at your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Accepted by:
Village of Palm Springs

Michael Bernstein
Village Manager

R2021 1763

**SECOND AMENDMENT
TO CONTRACT FOR
Building Inspection, Plan Review and Permit Technician Services
(Contract No. 17-023/SC)**

THIS SECOND AMENDMENT, dated NOV 23 2021, 2021, to Contract No. 17-023/SC, dated May 16, 2017, is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and C.A.P. Government, Inc., 1910 N. Florida Mango Road, West Palm Beach, FL 33401, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated May 16, 2017, hereinafter referred to as the "Contract", whereby the CONTRACTOR, as the primary CONTRACTOR, has agreed provide, when requested, building inspection, plan review and permit technician services to the Planning, Zoning & Building Department; and

WHEREAS, the First Amendment to the Contract, dated June 18, 2019, amended ARTICLE 4 - PAYMENTS TO CONTRACTOR, paragraph A, to increase the authorized not-to-exceed total contract amount by Three Million One Hundred Seventy-Five Thousand Dollars and no cents, (\$3,175,000.00), revised ARTICLE 10 - SMALL BUSINESS ENTERPRISE SUBCONTRACTING, ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS, and ARTICLE 24 - NON-DISCRIMINATION and added ARTICLE 11 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES in order to comply with the provisions of Palm Beach County Ordinance No. 2018-021, modified ARTICLE 13 - INSURANCE REQUIREMENTS to address changes as to where the CONTRACTOR shall provide evidence of insurance coverage, revised ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS in order to comply with the amended requirements of Section 119.0701 F.S., and modified ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million) to the Contract in order to comply with requirements of F.S. 287.135, and

WHEREAS, the parties desire to extend the Contract for the period May 16, 2022, through November 15, 2022; and

WHEREAS, the parties desire to modify ARTICLE 4 - PAYMENTS TO CONTRACTOR, paragraph A, to increase the authorized not-to-exceed total contract amount by Three Million Dollars and no cents (\$3,000,000.00); and

WHEREAS, Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance") was amended to comply with the requirements of the U.S. Federal Bureau of Investigation's Criminal Justice Information (CJI) Security Policy, which includes, but is not limited to, the addition of criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R -2015-0572; and

WHEREAS, the COUNTY has implemented a new insurance management system, and the parties desire to modify ARTICLE 14 - INSURANCE REQUIREMENTS, as renumbered by the First Amendment, to address changes as to where the CONTRACTOR shall provide evidence of insurance coverage; and

WHEREAS, the COUNTY desires to revised ARTICLE 24 - PUBLIC RECORDS, ACCESS AND AUDITS, as renumbered by the First Amendment, to revise the number of years records are to be maintained to five (5) years; and

WHEREAS, the COUNTY desires to add ARTICLE 34 - E-VERIFY-EMPLOYMENT ELIGIBILITY in order to comply with F.S. 448.09.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

"The CONTRACTOR shall commence services on May 16, 2017, and complete all services by November 15, 2022.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A."

2. ARTICLE 4 - PAYMENTS TO CONTRACTOR is hereby amended as follows:

Delete the first paragraph of paragraph A in its entirety and insert in its place the following paragraph:

"The total amount to be paid by the COUNTY under this Contract for all CONTRACTORS, (on an "as needed" basis) for all services and materials shall not exceed a total aggregate contract amount of Nine Million One Hundred Seventy-Five Thousand Dollars and no cents (\$9,175,000.00)."

3. ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK is hereby amended to read as follows:

“The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

4. ARTICLE 14 - INSURANCE REQUIREMENTS, as renumbered by the First Amendment, is hereby amended as follows:

- a. The first three paragraphs are hereby amended to read as follows:

“Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (i.e., a Certificate of Insurance) to COUNTY, c/o Purchasing Department,

50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa Inkell, Senior Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary basis."

b. Paragraph G is hereby amended to read as follows:

"G. Certificates of Insurance: Prior to each subsequent renewal of this Contract, 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 CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 – DX
Duluth, GA 30096"

5. ARTICLE 24 - PUBLIC RECORDS, ACCESS AND AUDITS, as renumbered by the First Amendment, is hereby amended to read as follows:

"The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access

to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the

COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

6. ARTICLE 34 - E-VERIFY – EMPLOYMENT ELEGIBILITY is hereby added to the Contract:

"ARTICLE 34 - E-VERIFY – EMPLOYMENT ELEGIBILITY

CONTRACTOR 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 beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractor's performing the duties and obligations of this Contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, Contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall

maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontractor and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its Contract with the subcontractor and CONTRACTOR shall immediately terminate its Contract with the subcontractor. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future Contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination."

7. All other provisions of said Contract, dated May 16, 2017, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
8. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this SECOND AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Execution of this Second Amendment to the Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Second Amendment to the Contract on the day and year above written.

R2021 1763

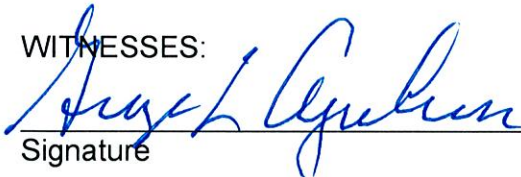
NOV 23 2021

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING



Kathleen M. Scarlett, Director

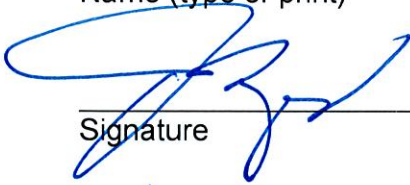
WITNESSES:



Signature

GEORGE L. AGUILERA

Name (type or print)



Signature

Janet Borges

Name (type or print)

CONTRACTOR:

C.A.P. Government, Inc.
Company Name



Signature

Carlos A. Penin, P.E.
Typed Name

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By



County Attorney



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Public Works

ITEM Authorize Vehicle Purchase - Cooperative Agreement - Public Works Department (FY 2023
#24: Budget Funded)

SUMMARY: The Public Works Department needs to purchase a 60-ft bucket truck to support the daily operational services and activities that are provided for our community. To ensure the lowest possible price, the staff recommends that the Village Cooperative Agreement with Sourcewell contract is awarded to various vendors (including Altec Industries, Inc.). Sourcewell completed a competitive selection process (Solicitation Number: RFP No. 110421 - January 12, 2022). The bid package is on file in the Village Clerk's office.

Within the FY 2023 budget, the Village Council approved \$250,000 to purchase a 60-ft bucket truck without air brakes. Through the Sourcewell bid, the Public Works Department was able to obtain a price of \$179,727.00 to purchase a 60-ft bucket truck.

If approved, the Village would accept Altec Industries, Inc. pricing by Cooperative Agreement with Sourcewell Solicitation Number: RFP No. 110421 contract, including all terms, conditions, and pricing. The term of the contract will expire on December 27, 2025.

Village Purchasing Code Section 58-8, Accessing contracts of other government agencies, allows the Village to use the goods and/or services from any contract with Sourcewell if it awards a contract. Providing the same or substantially similar goods and/or services are competitively solicited, the Village may award contracts with Florida political subdivisions or other government entities (other than the federal government).

The Acting Public Works Director, Public Works Supervisor and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

FISCAL IMPACT:

Funds to support this proposed vehicle purchase are available within the FY2023 Budget - Public Works Machinery & Equipment. Savings from this purchase will be used to cover the increased costs of the F-250s also budgeted in FY 2023 Machinery & Equipment.

ATTACHMENTS:

1. Village of Palm Springs - Sourcewell Membership

2. Sourcewell and Altec Industries Inc. - Contract 110421
3. Quote: Prepared by Peach State Freightliner
4. Village of Palm Springs - Quote - 1274919
5. Village of Palm Springs - LR8-56 Quote with Sourcewell



Village of Palm Springs
226 Cypress Ln
Palm Springs, FL 33461-1699

ID# 85582

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Contact our dedicated Membership Team at membership@sourcewell-mn.gov or 877-585-9706.



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**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Except as expressly agreed in the participating addendum or transaction document with the participating entity, all Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions for the direct purchase of new equipment or products must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

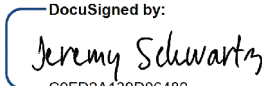
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

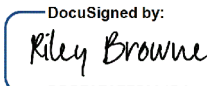
Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

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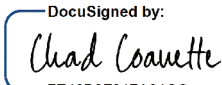
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

Altec Industries, Inc.

DocuSigned by:

DDB79E9FF5034DA...

By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Altec Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service

Address: 33 Inverness Center Pkw
Birmingham, AL 35242

Contact: Riley Browne

Email: riley.browne@altec.com

Phone: 205-408-2341

HST#:

Submission Details

Created On: Thursday September 16, 2021 15:53:03

Submitted On: Thursday November 04, 2021 12:46:34

Submitted By: Riley Browne

Email: riley.browne@altec.com

Transaction #: d9f5703c-9b11-4637-9a77-a68682d8b3ec

Submitter's IP Address: 209.149.164.250

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242	*
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world. Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec. The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order): • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork
10	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with Sourcewell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.
12	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.
13	What is your Canadian market share for the solutions that you are proposing?	Canada market share is approximately 20%.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing). We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO. • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. • Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. • Please see attached "Company Information - ISO Quality Certification" for more information Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program. ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program. Motor Vehicle Dealer Licenses in each state where applicable All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing. Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	• Selected to Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Exelon companies. • 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. • Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Multiple Award Schedule (TXMAS): Over \$1MM Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Washington State Purchasing Cooperative: Over \$500k State of Ohio: Over \$500k
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489
City of Lakeland (Member # 4862)	Dwayne Goostree	863-581-3443
City of Seattle (Member # 25215)	Guy Noren	206-684-0141
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over \$2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcewell members of their benefits and usage. Altec's Sourcewell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions	*
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.	*
27	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcewell members issue purchase orders directly to us. Our Sourcewell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com. Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve. As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support. Additionally, a customer's Account Managers will be available via their cell phones and email whenever needed, and during periods of natural disaster Altec will move resources into areas affected to provide parts and service work faster. We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell members	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be shipping cost when a machine needs to travel via Ocean Freight.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Altec/Sourcwell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcwell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcwell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcwell Landing Page" Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcwell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool. From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases. From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence. We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Our experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcwell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information. Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions. Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	- Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. - Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. - Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge - Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: - Insulating Aerial Device - Non-Insulating Aerial - Tree Care Aerial Device - Bucket Rescue - Digger Derrick - Backyard Digger - Crane - Wood Chipper Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions. - Other Altec Training options (additional costs apply): - Customized Altec equipment hydraulic maintenance training - International Fluid Power Society (IFPS) Certification training (testing provided by third party) - NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as; - Fiber Optic Controls - Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) - Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) - JEMS (Jobsite Energy Management System) with it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) - Advanced paint systems - And many other ways we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives: - The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. - Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: - JEMS S - JEMS SE - JEMS LE - Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting, etc.). - Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. - Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information Industry Organizations affiliations: - Calstart - Clean Cities

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.
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44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment. We can provide full equipment lifecycle solutions, including: - o Altec Capital Services (ACS) - Equipment Financing - o Global Rental Company - Equipment Rentals - o Altec Supply - Tool and Accessory Sales - o Altec Sentry - Operator Safety Training - o Altec Fleet Services - Comprehensive Fleet Management Solutions - o Altec Service Group - In-shop and Mobile service and replacement parts support - o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) - o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) Canadian and World Wide Availability: - o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. - o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business. Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership. Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO). Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain. Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control. - o Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. - o All booms ultrasonically tested and documents maintained. - o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. - o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. - o All bearing surfaces to be machined after welding. - o All units with electronic circuit boards to be wave soldered - o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics. Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve. Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos. Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differencing Vendor. Warranty: Most of our products have a limited lifetime structural warranty. National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter. - o On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. - o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.	*
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.
58	Describe any quantity or volume discounts or rebate programs that you offer.	For equipment purchase prices: 2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount from Contract Price 20+ Units: TBD at Time of Order Note: Units must be identical and ordered at the same time to qualify for quantity rebate.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcewell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.20 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the Sourcewell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcewell quote in our system in order to receive Sourcewell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcewell, and compare the customers on this list with members listed on Sourcewell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using our Sourcewell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcewell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY. Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcewell Contract. We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Wood Chippers • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis. • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please and see attached file "Company Information - Altec Subsidiary Information".

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207'	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Pressure Diggers mounted on chassis (digging depth from 10-22 ft)	*
73	Utility locating equipment	☒ Yes ☐ No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	☒ Yes ☐ No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - . Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Lists.zip - Thursday November 04, 01:11:48:47
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday November 04, 01:11:49:41
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Thursday November 04, 01:11:50:30
- M E/M E/S E or related Certificates (optional)
- [Warranty Information](#) - Warranty - Documents.pdf - Thursday November 04, 01:11:53:56
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday November 04, 01:11:55:18
- [Upload Additional Document](#) - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 01:11:55:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, Contract Specialist, Altec Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☒	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☒	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☒	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☒	1

Prepared for:
ALTEC INDUSTRIES BB
2106 S RIVERSIDE RD
SAINT JOSEPH, MO 64507
Phone: 816-341-6971

QUOTE ID
STCK26K22-23M LR7 56 AUTO
812376 REV 23 CARB 22

Prepared by:
Marc Montville
PEACH STATE FREIGHTLINER
1755 DRY POND ROAD
Jefferson, GA 30549
Phone: 888-339-5192

A proposal for
ALTEC INDUSTRIES

Prepared by
PEACH STATE FREIGHTLINER
Marc Montville

Nov 11, 2021

2023 Freightliner M2 106
4X2 @ 26,000 GVWR
12K FAWR 19K RAWR 26K GVWR LIMIT



Components shown may not reflect all spec'd options and are not to scale

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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-023	SPECPRO21 DATA RELEASE VER 023		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-223	2023 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 16000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 26000.0 lbs		
Truck Service			
AA3-006	UTILITY BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		

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Data Code	Description	Weight Front	Weight Rear
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
AF3-1EN	ALTEC		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-21T CUM B6.7 240 HP @ 2400 RPM, 2600 GOV, 560
LB-FT @ 1600 RPM

Electronic Parameters

79A-073 73 MPH ROAD SPEED LIMIT
79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
79K-007 PTO MODE ENGINE RPM LIMIT - 1100 RPM
79M-001 PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
79P-002 PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003 PTO RPM WITH CRUISE RESUME SWITCH - 800
RPM
79S-001 PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007 PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
80G-002 PTO MINIMUM RPM - 700
80J-002 REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

99C-021 2016 ONBOARD DIAGNOSTICS/2010
EPA/CARB/GHG21 CONFIGURATION
99D-009 2008 CARB EMISSION CERTIFICATION - CLEAN
IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE
OF HOOD)
13E-001 STANDARD OIL PAN
105-001 ENGINE MOUNTED OIL CHECK AND FILL
014-099 SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
124-1D7 DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
292-205 (2) DTNA GENUINE, FLOODED STARTING, MIN
1900CCA, 350RC, THREADED STUD BATTERIES
290-017 BATTERY BOX FRAME MOUNTED
281-001 STANDARD BATTERY JUMPERS
282-001 SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB

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Data Code	Description	Weight Front	Weight Rear
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-004	BORG WARNER VISCOUS FAN DRIVE		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR	50	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		

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Data Code	Description	Weight Front	Weight Rear
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-003	PRIMARY MODE GEARS, 5 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY		
84E-002	VARIABLE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY		
84F-002	VARIABLE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY		
84G-017	2500 RPM PRIMARY MODE SHIFT SPEED		
84H-017	2500 RPM SECONDARY MODE SHIFT SPEED		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-818	CUSTOMER INSTALLED CHELSEA 870 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		

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Data Code	Description	Weight Front	Weight Rear
345-072	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITHOUT PARK BRAKE POSITION		
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-001	TRANSMISSION OIL CHECK AND FILL		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-054	BOSCH HYDRAULIC PIN-SLIDE DISC FRONT BRAKES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-004	FRONT DISC BRAKE ROTORS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION	
62G-007	355MM FRONT SUSPENSION WHEEL HEIGHT	
62H-013	FRONT SUSPENSION WITH SHACKLES AND MOUNTING BOLT HEADS INBOARD	
410-001	FRONT SHOCK ABSORBERS	

Rear Axle and Equipment

420-1M6	MS-19-14X 19,000# L-SERIES SINGLE REAR AXLE	-50
421-586	5.86 REAR AXLE RATIO	
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING	
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	

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Data Code	Description	Weight Front	Weight Rear
423-054	BOSCH HYDRAULIC PIN-SLIDE DISC REAR BRAKES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
451-005	REAR DISC BRAKE ROTORS		
440-006	REAR OIL SEALS		
435-002	REAR AXLE MOUNTED DRUM PARK BRAKE		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			
018-001	HYDRAULIC BRAKE PACKAGE	-80	-140
490-032	WABCO HYDRAULIC 4S/4M ABS WITHOUT TRACTION CONTROL		
871-005	HYDRAULIC CHASSIS TUBING		
480-998	NO BRAKE LINE AIR DRYER	-20	
Trailer Connections			
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-487	4875MM (192 INCH) WHEELBASE		
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	100	90
	DATA CODE 546-117 LE 26K LB GVW		
552-049	2125MM (84 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-30	130
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 126.38 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 123.38 in		

Prepared for:
ALTEC INDUSTRIES BB
2106 S RIVERSIDE RD
SAINT JOSEPH, MO 64507
Phone: 816-341-6971

QUOTE ID
STCK26K22-23M LR7 56 AUTO
812376 REV 23 CARB 22

Prepared by:
Marc Montville
PEACH STATE FREIGHTLINER
1755 DRY POND ROAD
Jefferson, GA 30549
Phone: 888-339-5192

Data Code	Description	Weight Front	Weight Rear
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 305.02 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 90.82 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 154.33 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 120.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-010	CROSSMEMBER FLUSH WITH BACK OF CAB	15	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-063	STANDARD REARMOST CROSSMEMBER WITH DOUBLE STANDARD CROSSMEMBER SPACING		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
605-103	D15-28195-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
606-322	PPFR DATA CODE 606 322 ATEC PART NUMBER 767584		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-063	FUEL TANK(S) FORWARD; -544MM FUEL TANK BRACKET ELEVATION MOUNTING		
664-006	PLAIN Z STYLE STEPS WITH AGGRESSIVE EDGE ENHANCED TRACTION		
205-001	FUEL TANK CAP(S)		

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Data Code	Description	Weight Front	Weight Rear
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1G4	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96
Hubs			
418-045	CONMET PRESET IRON FRONT HUBS		
450-045	CONMET PRESET IRON REAR HUBS		
Wheels			
502-658	ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 5-HAND STEEL DISC FRONT WHEELS		
505-658	ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-998	NO GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
726-002	DUAL ELECTRIC HORNS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		

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Data Code	Description	Weight Front	Weight Rear
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
275-063	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
693-003	PLASTIC MANIFEST BOX - LH DOOR
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR

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Data Code	Description	Weight Front	Weight Rear
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1J1	BASIC HIGH BACK NON SUSPENSION DRIVER SEAT WITH FORE AND AFT ADJUSTMENT		
760-1ED	2 MAN TOOL BOX MID BACK NON SUSP PASSENGER SEAT WITH ALTEC CUT OUT IN SEAT BASE		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
870-001	BLACK GAUGE BEZELS
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-039	(1) HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH AND (1) SAE J1939 DIAGNOSTIC INTERFACE CONNECTOR LOCATED CENTER OF DASH

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Data Code	Description	Weight Front	Weight Rear
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
33U-011	ALTEC PREWIRE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-040	24 INCH AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR, RG-62		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-027	FOOT PEDAL OPERATED PARK BRAKE AND WARNING INDICATOR FOR HYDRAULIC BRAKE		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

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Data Code	Description	Weight Front	Weight Rear
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
969-099	17 DIGIT BAR CODE INSIDE LH DOOR		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 123.38 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 120.45 in		

T O T A L V E H I C L E S U M M A R Y

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	5884 lbs	3744 lbs	9628 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	5884 lbs	3744 lbs	9628 lbs

Extended Warranty	
WAG-009	TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES

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Dealer Installed Options

	Weight Front	Weight Rear
FRONT FRAME EXTENSION	0	0
Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

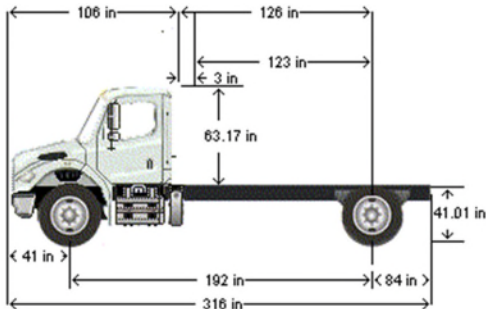
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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Jefferson, GA 30549
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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	4875MM (192 INCH) WHEELBASE
Rear Frame Overhang (552)	2125MM (84 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	126.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	123.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	210.1
Cab Height (CH)	63.2
Wheelbase (WB)	191.9
Frame Overhang (OH)	83.7
Overall Frame Length	305.0
Overall Length (OAL)	316.4
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)..... 10000.0
Expected Pusher Axle(s) Load (lbs)..... 0.0
Expected Rear Axle(s) Load (lbs) 16000.0
Expected Tag Axle(s) Load (lbs)..... 0.0
Expected GVW (lbs) 26000
Expected GCW (lbs) 0.0
Front Axle (400)..... DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620) 12,000# DUAL TAPERLEAF FRONT SUSPENSION
Front Hubs (418) CONMET PRESET IRON FRONT HUBS
Front Disc Wheels (502) ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)..... MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)..... BOSCH HYDRAULIC PIN-SLIDE DISC FRONT BRAKES
Steering Gear (536)..... TRW THP-60 POWER STEERING
Rear Axle (420) MS-19-14X 19,000# L-SERIES SINGLE REAR AXLE
Rear Suspension (622) 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Hubs (450) CONMET PRESET IRON REAR HUBS
Rear Disc Wheels (505) ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
Rear Tires (094) MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423) BOSCH HYDRAULIC PIN-SLIDE DISC REAR BRAKES
Pusher / Tag Axle (443) NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626) NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449) NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509) NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095) NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456) NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

Prepared for:
ALTEC INDUSTRIES BB
2106 S RIVERSIDE RD
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	Front	Rear
Axle Component Weight Ratings		
Axles	12000	19000
Suspension	12000	23000
Hubs	13200	19000
Brakes	13000	23000
Wheels	14800	29600
Tires	12350	23360
Power Steering	13300	N/A
GAWR (per axle)	12000	19000
GAWR (per axle system)	12000	19000
Expected Load (per axle system)	10000	16000
GVWR due to Frame	90000	
GVWR due to Transmission	33000	
Vehicle GVWR Summary		
Calculated GVWR	31000	
Expected GVWR	26000	
All weights displayed in pounds		

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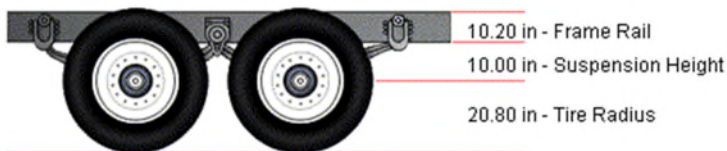
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UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Frame (in)	N/A	41.00



VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Frame Rails (546)..... 11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI(546)
Web Height (in)..... 10.1875
Flange Thickness (in)..... 0.34375
Rear Suspension (622)..... 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Suspension Ride Height (621)..... SPRING SUSPENSION - NO AXLE SPACERS
Axle C/L to Bottom of Frame (in)..... 10.018
Rear Tires (094) MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Unladen Radius (in) 20.8
Fifth Wheel (578) NO FIFTH WHEEL
Requested Min Height (in) 0.0
Requested Max Height (in) 1
Fifth Wheel Leg Height (582) NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587)..... NO REAR TOWING DEVICE
Requested Min Height (in) 0.0
Requested Max Height (in) 0.0

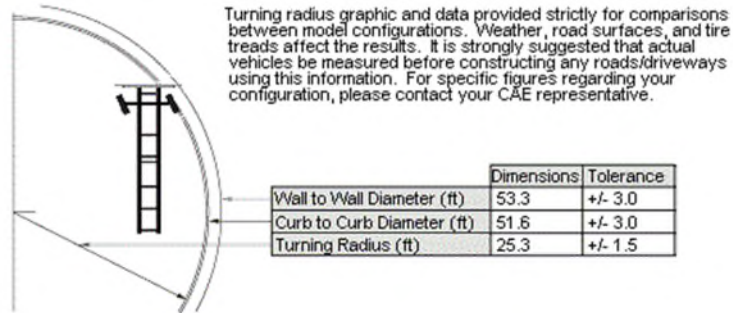
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T U R N I N G R A D I U S



VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545) 4875MM (192 INCH) WHEELBASE
Front Tires (093)..... MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES
 Width (in) 11.2
Front Axle (400)..... DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 Kingpin Intersection (in) 71.5
Bumper (556) THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS
 Width (in) 93.5
 Bumper Miter to Front Axle (in) 21.458
Primary Steering Location (003) LH PRIMARY STEERING LOCATION
Steering Gear (536) TRW THP-60 POWER STEERING
 Dual Steering Gear NONE
 Ram NONE
Rear Axle (420) MS-19-14X 19,000# L-SERIES SINGLE REAR AXLE
Axle Spacing (624) NO AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

November 1, 2022
Our 93rd Year**Ship To:**
VILLAGE OF PALM SPRINGS
226 CYPRESS LN
PALM SPRINGS, FL 33461-0000
US**Bill To:**
VILLAGE OF PALM SPRINGS
226 CYPRESS LN
PALM SPRINGS, FL 33461-0000
United StatesAttn:
Phone:
Email:**Altec Quotation Number:** 1274919 - 1
Account Manager: Jenny Carlson
Technical Sales Rep: Brian Chen

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model LR8-56 Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip. Installed behind the cab to include the following features: A. Ground to Bottom of Platform Height: 56.3 feet (17.1 meters). B. Working Height: 61.3 feet (18.7 meters). C. Maximum reach to edge of platform with Upper Boom Non- overcenter (working position): 41.6 feet (12.7 meters) at platform height of 27 feet (8.2 meters). D. Maximum reach to edge of platform with Upper Boom Overcenter: 44.4 feet (13.5 meters) at platform height of 9.8 feet (3.0 meters). E. Continuous Rotation. F. Lower Boom: Articulation is from 0 to 125 degrees. Insulator provides 15 inches of isolation in the lower boom. G. Insulating Upper Boom: Articulation is from 0 to 270 degrees. The round filament wound fiberglass section provides a minimum of 17 feet (5.18 meters) of isolation. H. Chain and Rod Leveling: Platform automatically maintains level during boom articulation by means of a high strength chain and fiberglass rods in the booms to maintain dielectric integrity. Lifetime system requires no major preventative maintenance. Platform level adjustment is easily accessible from external location on lower pivot. I. Altec Patented walking link system features uniform speed, smooth and continuous articulation and low maintenance operation. J. Maintenance Free Elbow: nitrided to prevent rust, increase hardness and eliminates the need for grease at the elbow. K. Side-by-Side Boom Stow offers low travel height and easy platform access. L. The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that are dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. M. The INSULATING SECONDARY CONTROL SYSTEM includes control handles incorporating high electrical resistance components that are dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. These control handles	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	are green in color to differentiate it from other non-tested controllers.		
N.	Platform capacity: 400 lbs. (181 kilograms) standard.		
O.	Small Boom Tip Profile.		
P.	Hydraulic system: Open center (full pressure), maximum flow of 6.0 to 6.5 gpm (22.7 to 24.6 lpm), maximum operating pressure of 3,000 psi.		
Q.	Diagnostic pressure test port is located at the lower control station to allow a technician to quickly and easily attach a test gauge to verify system and tool circuit pressure.		
R.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
S.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Manual Upper Boom Stow Securing System with support cradle and tie down strap.	1	
3.	Pedestal	1	
4.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches.	1	
	Altec Patented ISO-Grip Insulating, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.		
5.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
6.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1	
7.	Platform Liner, 24 x 24 x 39 inches (610 x 610 x 991 mm), 50 kV Rating	1	
8.	Hydraulic Tool Circuit at Platform: Two (2) sets of tool couplers for open center tools, one (1) set located on each side of the platform.	1	
9.	Tool Circuit System Relief Pressure to be set to 2250 PSI	1	
10.	Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height.	1	
A.	Maximum Spread: 140 inches to the outer edge of shoes		
B.	Ground Penetration: 7 to 11 inches depending on chassis frame height		
C.	Outrigger/Unit Selector Valve: reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped		
D.	Outrigger Control Valves: located on the outrigger legs		
E.	Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed		
F.	Outrigger Motion Alarms		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
11.	Hydraulic Outrigger Control Valves	1	
12.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1	
13.	Bolt On Grab Handle for Turntable	1	
14.	Altec Unit Powder Painted White	1	

Unit & Hydraulic Acc.

15.	Hydraulic Reservoir, 30 Gallon, Rectangular	1	
16.	Sight Gauge for Hydraulic Reservoir, Remote Mounted	1	
17.	HVI-22 Hydraulic Oil (Standard).	35	
18.	Standard Pump For PTO	1	
19.	Hot shift PTO for automatic transmission	1	
20.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
21.	Standard PTO/Transmission Functionality for Automatic Transmissions -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	

Body

22.	Altec Chip Dump Body 14.5 cubic yard capacity, 96 inches wide x 60 inches high x 132 inches long (2438 x 1524 x 3353 mm) with ladder box on curb side of body and single piece tailgate	1	
A.	Structural Channel stringers and floor channel.		
B.	12 gauge minimum floor plate.		
C.	14 gauge minimum sides and front with full length die-formed reinforcing ribs.		
D.	14 gauge roof.		
E.	Rear top and sides of body reinforced for lower boom support.		
F.	26-1/2 inches (673 mm) high tailgate, hinged curb side with provision to hold open for dumping.		
G.	12 gauge minimum rear under body skirt panel.		
H.	Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop.		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	I. LED lighting package, rubber grommet-mounted, with wiring harness in automotive type loom. J. Two(2) LED strobes mounted in the upper rear corners of the dump body. K. Curb side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with wear pad and internal security chain. L. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with dual shelves and rear locking door. Upper section of rear door opening is open. M. Interior of chip body finished with scratch and corrosion resistant liner N. Underside of chip body undercoated. O. Painted White		
23.	Altec T-48 Thru Box tool compartment 48 inches wide x 50 inches high x 96 inches long (1219 x 1270 x 2438 mm) with 26.5 inch (673 mm) deep curb and street side compartments with the following compartmentation	1	
	A. Streetside: Single compartment with two vertical barn-style doors. Left side has two (2) fixed shelves. Right side has four (4) unequal transverse compartments open to curbside. Compartment bottom has 0.125 inch (3.175 mm) rubber liner. B. Curbside: Single compartment with two (2) vertical barn-style doors. Left side has four (4) unequal transverse compartments open to streetside. All compartments have 0.125 inch (3.175 mm) rubber shelf liners. Top center has two (2) fixed shelves. Top right has six (6) swivel rope hooks (3-0-3). Compartment bottom has 0.125 inch (3.175 mm) rubber liner. C. Standard features: Bolt-on door locks. Gas shock door holders. Door locks are three-point t-handle latches with lock cylinders. Finish paint interior compartments the same as exterior. Integrated locking system. Front master locking handle. D. Automotive undercoating applied to entire underside of body. E. Painted White		
<u>Body and Chassis Accessories</u>			
24.	Cab Guard, 140" L, 12 GA Sheet Metal With Non-Skid Surface And Expanded Metal Section At Front, Black Gator Hyde Coating	1	
	A. Cab Guard Mounting Kit B. Front Supports For Cab Guard		
25.	ICC (Underride Protection) Bumper Installed At Rear	1	
26.	Rigid Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 4-Bolt Face Mount, Buyers PH15 (T-60 Style) (Forestry Applications)	1	
27.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
28.	Cab Guard Access Stirrup Step(s) With Grab Handle(s) At Curbside Rear Of Cab Guard	1	
29.	Cab Guard Access Ladder	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
30.	Platform Rest, Rigid with Rubber Tube	1	
31.	No Automatic Lower Boom Stow Securing System	1	
32.	Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Band Around The Outer Edges And Chain Handle	2	
33.	Outrigger Pad Holder, 20" L x 20" W x 3.5" H, Fits 19.5" x 19.5" x 2.25" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
34.	Mud Flaps With Altec Logo (Pair)	1	
35.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
36.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1	
37.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1	
38.	Cone Holder, Horizontal Style with Vertical Pivot (Un-folds Upwards), For Mounting On Front Bumper (Holds up to four 15"x15" large cones)	1	
39.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
40.	Driveaway Safety Kit	1	
41.	Vinyl manual pouch for storage of all operator and parts manuals	1	

Electrical Accessories

42.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
43.	4-Corner Strobe Lighting, Amber LED, Two (2) Round Lights in Front Corners of Cab Guard and Two (2) Round Lights at Rear	1	
44.	Strobe Lights Wired Battery Hot	1	
45.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
46.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
47.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
48.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
49.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
50.	Install Outrigger Interlock System	1	
51.	No Upper Boom Out of Stow Indicator	1	
52.	No Lower Boom Out of Stow Indicator	1	
53.	PTO Indicator Light Installed In Cab	1	
<u>Finishing Details</u>			
54.	Powder Coat Unit Altec White	1	
55.	Finish Paint Body Accessories Above Body Floor Altec White	1	
56.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
57.	Vehicle Height Placard, Installed In Cab	1	
58.	Apply Non-Skid Coating to all walking surfaces	1	
59.	English Safety And Instructional Decals	1	
60.	Placard, HVI-22 Hydraulic Oil	1	
61.	Dielectric test unit according to ANSI requirements.	1	
62.	Stability test unit according to ANSI requirements.	1	
63.	Focus Factory Build	1	
64.	Delivery Of Completed Unit	1	
65.	Inbound Freight	1	
66.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1	
67.	Stock Unit	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
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Chassis

68.	Altec Supplied Chassis	1	
69.	Altec Stock Chassis	1	
A.	2025 Model Year		
B.	Freightliner M2-106		
C.	Regular Cab		
D.	4x2 Drivetrain		
E.	Chassis Color - White		
F.	Cummins B6.7 Engine		
G.	240 HP Engine Rating		
H.	Allison 2500 RDS Automatic Transmission		
I.	Hydraulic Brakes		
J.	Clear Cab to Axle Length - 123 inches Actual Cab to Axle Length - 126 inches		
K.	26,000 LBS Gross Vehicle Weight Rating (GVWR)		
L.	12,000 LBS Front Axle Weight Rating (FAWR)		
M.	19,000 LBS Rear Axle Weight Rating (RAWR)		
N.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Behind Cab-Horizontal)		
O.	Park Brake In Rear Wheels		
P.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)		
Q.	Freightliner - Pre-Wire Chassis with No Cab Backwall Pass-Thru (33U-011)		
R.	No Idle Engine Shut-Down Required		
S.	Air Conditioning		
T.	AM/FM Radio		

Additional Pricing

70.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Unit / Body / Chassis Total	179,012.00
Delivery	715.00
Total	179,727.00

Altec Industries, Inc.

BY _____

Brian Chen

Notes:

- 1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

- 4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

- 5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

- 6 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

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Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - #FOB_TERMS#

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: 25 months after receipt of order PROVIDING:
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 16 This quotation is valid until DEC 03,2022. After this date, please contact Altec Industries, Inc. for a possible extension.
- 17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
- 18 Please direct all questions to Jenny Carlson at (919) 528-2535

Quoted for: Village of Palm Springs

Customer Contact: Russ Whitaker

Phone: / Email:

Quoted by: Brian Chen

Phone: / Email:

Altec Account Manager: Jenny Carlson

REFERENCE ALTEC MODEL		Sourcewell Price
LR856	Overcenter Articulating Aerial Device (Insulated)	\$200,540

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1		
2		
3		
4		

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1		
2		
3		
4		
5		
6		
7		
8		
SOURCEWELL OPTIONS TOTAL:		\$200,540

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	MY 25 M2-106	-\$7,080
8	OTHER	Altec MY24 Build	-\$14,447
OPEN MARKET OPTIONS TOTAL:			-\$21,527

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$179,012

Delivery to Customer: \$715

TOTAL FOR UNIT/BODY/CHASSIS: \$179,727

(C.) ADDITIONAL ITEMS (items are not included in total above)

1	Warranty	7 Year Dielectric	\$1,913
2	Warranty	7 Year Pre-paid maintenance	\$5,984
3	Warranty	7 Year Labor and Materials Expenses	\$5,900

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 25 months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Creedmoor



Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Administration

ITEM Service Employees International Union/Florida Public Services Union (SEIU/FPSU)
#25: Agreement - Reopener Amendments (TA)

SUMMARY: The Village and the Service Employees International Union/Florida Public Services Union (SEIU/FPSU) have negotiated and come to a Tentative Agreement (TA'ed) to amend four (4) Articles within the existing three (3) year union agreement, which expires on September 30, 2024. This year, the Village conducted a comprehensive salary study focused on market-driven data. All positions were reviewed, and a new pay plan was created to ensure all positions were accurately placed. The Village aims to be competitive when hiring and retaining employees. The starting pay for many positions increased to improve recruitment efforts, and pay adjustments/equity adjustments were made to bring all employees who were below the new minimums up to the new amounts.

The Village and SEIU have come to an agreement for a 5% Across the Board effective October 1, 2022, and a 1% increase effective April 1, 2023. There will be no merit increase for FY23.

The Articles with significant changes from the previous contract are:

Article 5 - Bargaining Unit Identification

Article 26 - Holidays

Article 33 - Standby - Recall

Article 39 - Compensation

Appendix B - Topped Out Employees

SEIU members were initially due to vote on the proposed contract amendments on Wednesday, November 9, 2022. Due to Hurricane/Tropical Storm Nicole, voting has been postponed to Monday, November 14, 2022. If the vote passes, the contract will be retroactive to October 1, 2022.

The Village Council is requested to approve the tentative agreement (TA'ed) between the Village and SEIU to amend four (4) Articles within the existing three (3) year union agreement, which expires on September 30, 2024.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Executed Clean TA'd SEIU Contract

2. Redlined TA'd SEIU Contract

AGREEMENT
BETWEEN
THE VILLAGE OF PALM SPRINGS
AND
SERVICE EMPLOYEES INTERNATIONAL
UNION/FLORIDA PUBLIC SERVICES UNION
SEIU/FPSU

2022-2023 REOPENER

SEIU / Date RH - 11-7-22

Village / Date MT 11-7-22

Article 5
Bargaining Unit Identification

5.1 The Village will provide annually to SEIU/FPSU, a roster of the bargaining unit, including:

Name, address, phone number, job classification and current pay step.

5.2 The Village agrees to recognize the Officials, Officers, Chief Steward, and stewards designated by the Union as agents of the Union. The aforementioned agents of the Union, with prior written notification to the Director of Human Resources shall be admitted to the property of the Village for the purposes of administering the Agreement. The Village shall have no responsibility to organize, plan, or reserve Village facilities for the Union to hold meetings to administer the Agreement. The aforementioned officials shall only meet with the Village employees in non-work areas (i.e. the break room) and during non-work time. Nothing in this section shall preclude or interfere with the Village's right to control access to Village facilities for safety and/or security purposes.

SEIU / Date RY - 11-7-22

Village / Date [Signature] 11.7.22

Article 26

Holidays

26.1 The Village shall observe the following 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	4th Friday of November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

26.2 For each observed holiday, a full-time employee shall be entitled to eight (8) hours of pay at the employees' regular rate of pay. Holiday pay is to be considered time worked for overtime compensation.

26.3 A full-time employee required to work and who actually works on a Village observed holiday, shall receive their regular rate of pay for all hours worked at time and one-half in addition to that payment in Section 26.2.

26.4 Employees on personal leave, annual military leave, jury duty, bereavement leave, and other absences from duty, but on active pay status on the day the holiday is observed, must use the holiday on the same day that it is earned. Holidays that occur during personal leave shall not be charged against such personal leave.

26.5 Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday or as designated by legal authority, i.e. Federal/State Government.

26.6 Beginning fiscal year 2023-2024, the Village shall recognize Juneteenth as an official Village holiday on June 19.

SEIU / Date RA 11-7-22

Village / Date [Signature] 11-7-22

Article 33

Standby –Recall

33.1 Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional five percent (5%) of their regular hourly pay rate for hours worked during the on-call workweek. Cell phones will be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of apps, camera/video functions or Internet usage is permitted. On-Call employees are expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes.

33.2 The Village shall implement an expanded take home vehicle pilot program. The program shall last for the duration of the contract. The program permits On-Call employees who live within fifteen (15) miles of the Village and/or the Village's future annexation area to take their Village-assigned service vehicles home. The Village may, upon providing 30-days' notice to the Union, revoke the pilot program. During the pilot program, no employee shall be required to reimburse the Village for participating in the take home vehicle pilot program. The program is not available to any employees who live outside of the areas referenced herein.

33.3 Employees are only permitted to use vehicles for approved work-related duties. Any employee who uses a take home vehicle for non-approved work-related duties will forfeit their use of a take home vehicle for a duration to be determined by their Department Director and may be subject to disciplinary action. In addition, the personal use of a Village-owned vehicle may be considered part of an employee's taxable income and the Village would be required to add the value of the personal use to the employee's wages and subject that value to taxation.

33.4 When called out, On-Call employees, who do not live within fifteen (15) miles of the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.

SEIU / Date RA 11-7-22

Village / Date  11-7-22

33.5 The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit an employee from responding to the Call-Out issue within forty-five (45) minutes. Supervisors, whether or not assigned to On-Call status, shall be available on their Village-issued cell phones in the event of a major emergency.

33.6 A list of employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone and/or failure to report to a call-out issue may result in disciplinary action.

33.7 On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation. All time spent by an On-Call employee responding to a call-out issue will be paid at time and one-half (1.5). Compensation may be taken as pay or compensatory time.

33.8 On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.

SEIU / Date JEH 11-7-22

Village / Date [Signature] 11-7-22

Appendix "B"
"Topped Out" Employees

A "Topped Out" employee is an employee 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 employees, the following employees shall receive the same Across the Board increases as provided to all other Bargaining Unit Members. These Topped Out employees 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 39, shall not receive Across the Board or Merit increases.

462	CUSTOMER RELATIONS CLERK
113	UTILITY COMPLIANCE OFFICER
74	CREW LEADER
641	WTP A LICENSED OPERATOR
1000	CODE ENFORCEMENT OFFICER
791	CUST RELATIONS CLK II
818	INVENTORY CONTROL CLERK
811	EMERGENCY COMMUNICATIONS OFF.
705	PROJECT COORDINATOR
170	WTP B LICENSED OPERATOR
581	FIELD SERVICES I
746	EMERGENCY COMMUNICATIONS OFF.
509	VACUUM SEWER SYSTEM TECHNICIAN
622	FIELD SERVICES I
623	FIELD SERVICES I
546	UTILITY FIELD SERVICE I
26	HEAVY EQUIPMENT OPERATOR

SEIU / Date

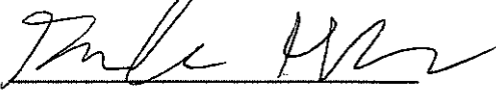
RLH 11-7-22

Village / Date

[Signature] 11-7-22

THIS CONTRACT was tentatively agreed upon by the Village Manager, as Chief Executive Officer, and the Chief Negotiator and Agent of the SEIU/FPSU. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

FOR THE SEIU/FPSU:



Chief Negotiator and Agent
SEIU/FPSU

FOR THE VILLAGE:

Michael Bornstein
Village Manager

THIS CONTRACT was ratified by the parties on the last date shown below:

Rodrigo Hidalgo
SEIU/FPSU

Bev Smith
Mayor

Date: _____

Date: _____

SEIU / Date RH 11-7-22

Village / Date [Signature] 11-7-22

AGREEMENT

BETWEEN

THE VILLAGE OF PALM SPRINGS

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION/FLORIDA PUBLIC SERVICES UNION
SEIU/FPSU**

2022-2023 REOPENER

SEIU / Date

11-7-22

Village / Date

11-7-22

Article 5
Bargaining Unit Identification

5.1 The Village will provide annually to SEIU/FPSU, a roster of the bargaining unit, including:

Name, address, phone number, job classification and current pay step.

5.2 ~~The Union stewards will be permitted to meet with their membership on Village property in a location approved by the Village one (1) time per year, immediately prior to ratification of an Agreement and/or Re-opener (within 2 weeks of scheduled vote). This meeting may only be held for those members and/or stewards during non-working time.~~ The Village agrees to recognize the Officials, Officers, Chief Steward, and stewards designated by the Union as agents of the Union. The aforementioned agents of the Union, with prior written notification to the Director of Human Resources shall be admitted to the property of the Village for the purposes of administering the Agreement. The Village shall have no responsibility to organize, plan, or reserve Village facilities for the Union to hold meetings to administer the Agreement. The aforementioned officials shall only meet with the Village employees in non-work areas (i.e. the break room) and during non-work time. Nothing in this section shall preclude or interfere with the Village's right to control access to Village facilities for safety and/or security purposes.

SEIU / Date

RLH 11-7-22

Village / Date

[Signature] 11-7-22

Article 26

Holidays

26.1 The Village shall observe the following 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	4th Friday of November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

26.2 For each observed holiday, a full-time employee shall be entitled to eight (8) hours of pay at the employees' regular rate of pay. Holiday pay is to be considered time worked for overtime compensation.

26.3 A full-time employee required to work and who actually works on a Village observed holiday, shall receive their regular rate of pay for all hours worked at time and one-half in addition to that payment in Section 26.2.

26.4 Employees on personal leave, annual military leave, jury duty, bereavement leave, and other absences from duty, but on active pay status on the day the holiday is observed, must use the holiday on the same day that it is earned. Holidays that occur during personal leave shall not be charged against such personal leave.

26.5 Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday or as designated by legal authority, i.e. Federal/State Government.

26.6 Beginning fiscal year 2023-2024, the Village shall recognize Juneteenth as an official Village holiday on June 19.

SEIU / Date

RT 11-7-22

Village / Date

RT 11-7-22

Article 33 Standby – Recall

33.1 Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional five percent (5%) of their regular hourly pay rate for hours worked during the on-call workweek. Cell phones will be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of apps, camera/video functions or Internet usage is permitted. On-Call employees are expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes.

33.2 The Village shall implement an expanded take home vehicle pilot program. The program shall last for the duration of the contract. The program permits On-Call employees who live within fifteen (15) miles of the Village and/or the Village's future annexation area are permitted to take their Village-assigned service vehicles home. The Village may, upon providing 30-days' notice to the Union, revoke the pilot program. During the pilot program, no employee shall be required to reimburse the Village for participating in the take home vehicle pilot program. The program is not available to any employees who live outside of the areas referenced herein.

33.3 Employees are only permitted to use vehicles for approved work-related duties. Any employee who uses a take home vehicle for non-approved work-related duties will forfeit their use of a take home vehicle for a duration to be determined by their Department Director and may be subject to disciplinary action. In addition, the personal use of a Village-owned vehicle may be considered part of an employee's taxable income and the Village would be required to add the value of the personal use to the employee's wages and subject that value to taxation.

33.42 When called out, On-Call employees, who do not live within fifteen (15) miles of the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is

SEIU / Date RH 11-7-22

Village / Date AT 11-7-22

completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.

33.53 The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit an employee from responding to the Call-Out issue within forty-five (45) minutes. Supervisors, whether or not assigned to On-Call status, shall be available on their Village-issued cell phones in the event of a major emergency.

33.64 A list of Employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone and/or failure to report to a call-out issue may result in disciplinary action.

33.75 On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation. All time spent by an On-Call employee responding to a call-out issue will be paid at time and one-half (1.5). Compensation may be taken as pay or compensatory time.

33.86 On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.

SEIU / Date

214 11-7-22

Village / Date

11-7-22

Article 39
Compensation Plan

39.13 All Bargaining Unit Members will receive a five percent (5%) Across the Board increase, payable the first full pay period of fiscal year 2022-2023 which begins Wednesday, October 5 through Tuesday, October 11. Across the Board increases shall be paid retroactively to the first full pay period of fiscal year 2022-2023. For the duration of the contract, the minimum and maximum of the pay range shall be adjusted by the same percentage as the Across the Board increase.

39.14 After the 5% Across the Board increases are applied, Bargaining Unit Members whose pay rate is below the minimum market pay rate for their position shall receive a salary adjustment that will raise their pay rate to the minimum market pay rate established as a result of the 2022 salary survey. The salary adjustment shall be paid retroactively to the first full pay period of fiscal year 2022-2023.

39.15 After the market pay rate adjustments are made to eligible Bargaining Unit Members, pay equity adjustments will be applied to the pay rate of those eligible Bargaining Unit Members to provide credit for the time the member has served in the position. Pay equity adjustments shall be paid retroactively to the first full pay period of fiscal year 2022-2023.

39.16 Effective April 1, 2023, all Bargaining Unit Members will receive a one percent (1%) Across the Board increase, payable the first full pay period after April 1, 2023 which begins Wednesday, April 5 through Tuesday, April 11.

39.17 For the duration of the contract only employees identified in Appendix B ("Topped Out") shall be permitted to exceed the maximum of the pay range and shall only receive Across the Board increases.

39.18 All Bargaining Unit Members shall be evaluated, but no merit increases shall be provided for fiscal year 2022-2023. If a score of 27 is received on the **General Employee Evaluation, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. 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 their Department Director with the Village Manager being the final decision maker.**

SEIU / Date RLH 11-7-22

Village / Date MM 11-7-22

Article 45
Duration of Agreement

45.0 Effective upon ratification of this Agreement, the language negotiated by the Parties in Articles 5, 26, 33, 39, and Appendix B of the CBA shall be added to their respective articles. ~~Article 39.~~ Any provisions contained in the previously ratified articles of the CBA not expressly mentioned in this Re-opener Agreement shall remain in full force and effect.

SEIU / Date

RH 11-7-22

Village / Date

[Signature] 11-7-22

Appendix "B"
"Topped Out" Employees

A "Topped Out" employee is an employee 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 employees, the following employees shall receive the same Across the Board increases as provided to all other Bargaining Unit Members. These Topped Out employees 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 39, shall not receive Across the Board or Merit increases.

<u>462</u>	<u>CUSTOMER RELATIONS CLERK</u>
<u>113</u>	<u>UTILITY COMPLIANCE OFFICER</u>
<u>74</u>	<u>CREW LEADER</u>
<u>641</u>	<u>WTP A LICENSED OPERATOR</u>
<u>1000</u>	<u>CODE ENFORCEMENT OFFICER</u>
<u>791</u>	<u>CUST RELATIONS CLK II</u>
<u>818</u>	<u>INVENTORY CONTROL CLERK</u>
<u>811</u>	<u>EMERGENCY COMMUNICATIONS OFF.</u>
<u>705</u>	<u>PROJECT COORDINATOR</u>
<u>170</u>	<u>WTP B LICENSED OPERATOR</u>
<u>581</u>	<u>FIELD SERVICES I</u>
<u>746</u>	<u>EMERGENCY COMMUNICATIONS OFF.</u>
<u>509</u>	<u>VACUUM SEWER SYSTEM TECHNICIAN</u>
<u>622</u>	<u>FIELD SERVICES I</u>
<u>623</u>	<u>FIELD SERVICES I</u>
<u>546</u>	<u>UTILITY FIELD SERVICE I</u>
<u>26</u>	<u>HEAVY EQUIPMENT OPERATOR</u>
<u>339</u>	<u>LIBRARY CIRCULATION SUPERVISOR</u>

SEIU / Date

RI 11-7-22

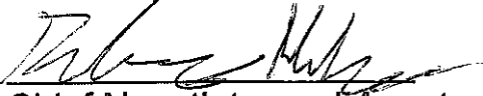
Village / Date

11-7-22

THIS CONTRACT was tentatively agreed upon by the Village Manager, as Chief Executive Officer, and the Chief Negotiator and Agent of the SEIU/FPSU. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

FOR THE SEIU/FPSU:

FOR THE VILLAGE:



Chief Negotiator and Agent
SEIU/FPSU

Michael Bornstein
Village Manager

THIS CONTRACT was ratified by the parties on the last date shown below:

Rodrigo Hidalgo
SEIU/FPSU

Bev Smith
Mayor

Date: _____

Date: _____

SEIU / Date

RH - 11-7-22

Village / Date

[Signature] 11-7-22

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, world-wide an estimated 38.4 million people are living with HIV, and an estimated 1.5 million new infections occurred in 2021, which is an estimated 4,100 new infections every day; and

WHEREAS, world-wide 15% of persons with HIV (PWH) don't know their status and only 75% of PWH who need life-saving antiretroviral therapy (ART) are currently accessing those medications; and

WHEREAS, the global spread of HIV necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV; and

WHEREAS, the Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as "**World AIDS Day**", and leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths; and

WHEREAS, the 95-95-95 ambitious global plan to help end the AIDS epidemic has set its targets for 2030, that 95% of all PWH will know their HIV status, 95% of all people with diagnosed HIV will receive sustained ART, and 95% of all people receiving ART will have viral suppression; and

WHEREAS, clinical evidence has firmly established that PWH who achieve and maintain an undetectable viral load by taking ART daily as prescribed cannot sexually transmit the virus to others, and this is known as Undetectable=Untransmittable, or U=U; and

WHEREAS, the World AIDS Day theme in the United States for 2022 is "Ending the HIV Epidemic: Equitable Access, Everyone's Voice"; and

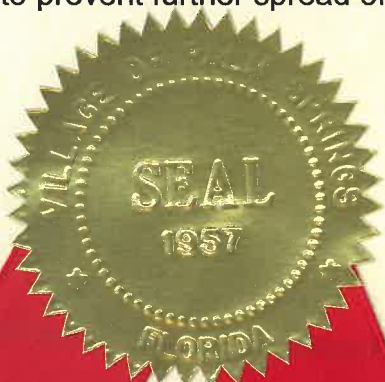
WHEREAS, in Palm Beach County more than 8,200 persons are living with HIV and the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Palm Beach County on World AIDS Day.

NOW, THEREFORE, I Bev Smith, Mayor of the Village of Palm Springs, do hereby proclaim "**World AIDS Day**" on December 1, 2022; and urge all residents of the city of Palm Springs to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.

*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor Beverly Smith

Date November 10, 2022





Village of Palm Springs

Executive Brief

AGENDA DATE: November 10, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #27: Resolution No. 2022-45 Special Exception Use (PSSE22-08) and Site Development Plan Amendment (SPR22-15) - Extraordinary Kids Foundation - 4218 - 4220 Lake Worth Road

SUMMARY: Ms. Madean Gilzene, agent for the tenant, Extraordinary Kids Foundation ("Applicant"), has applied for Special Exception Use (PSSE22-08) and Site Plan Amendment (SPR22-15) approval to allow the conversion of 5,495 square feet of retail-office space into a child care facility located on a 4.25-acre parcel that at 4236 Lake Worth Road. The proposed tenant will occupy two (2) tenant bays within the existing shopping center (4218-4220 Lake Worth Road).

Note: The 4.25-acre property was annexed into the Village in 2014 as a developed parcel with 40,240 square feet of building area within two (2) commercial structures. Childcare facilities are permissible in the Commercial General (CG) district except for approval. The applicant proposes a childcare facility to provide care for children with medical or skilled nursing needs that prevent them from attending a traditional daycare.

The center will serve children from birth to the age of 21 years old with medical conditions that require nursing care and a doctor's prescription to attend. The facility is not open to the general public. Like a traditional daycare, a prescribed pediatric extended care facility does not have a license from Florida's Department of Children and Families. Florida's Agency for Health Care Administration ("AHCA") regulates assisted living facilities, nursing homes, and hospitals. Down syndrome, respiratory illness, autism, and cerebral palsy are the conditions served. The center will help up to 60 children from Monday to Friday, from 7 am to 7 pm. Staff will consist of registered nurses, licensed practical nurses, and care aides.

As part of the proposed project, the applicant requested one (1) variance, approved unanimously by the Planning and Zoning Board during their regular meeting on October 11, 2022, to allow the elimination of the required outdoor play area. The Planning and Zoning Board considered this application during their October 11, 2022, meeting and recommended approval. The Planning, Zoning & Building staff do not object to the proposed Special Exception Use and Site Development Plan Amendment and recommend conditional approval of the proposed project.

Resolution No. 2022-45 was advertised in the Lake Worth Herald on September 29, 2022, and October 27, 2022.

FISCAL IMPACT:

The proposed project will likely have a minor fiscal impact on the Village because it would require various Village services, resulting in increased revenue.

ATTACHMENTS:

1. Resolution No. 2022-45 - Site Plan Amendment SPR22-15, PSSE22-08, PSV22-17-Extraordinary Kids 4236 Lake Worth Road
2. Exhibit "A" Staff Report
3. Proposed Site Plan - Floor Plan and Letters
4. Project Narrative and Justification Statements
5. Aerial and Location Maps

RESOLUTION NO. 2022-45

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN AMENDMENT (SPR22-15), AND A CONCURRENT REQUEST FOR A SPECIAL EXCEPTION USE (PSSE22-08), TO ALLOW THE CONVERSION OF 5,495 SQUARE FEET OF RETAIL-OFFICE SPACE INTO A CHILD CARE FACILITY LOCATED ON A 4.25-ACRE PARCEL THAT IS LOCATED AT 4218-4220 LAKE WORTH ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ms. Madean Gilzene, agent for the tenant, Extraordinary Kids Foundation ("Applicant"), has submitted an application for a Special Exception Use (PSSE22-08) and Site Plan Amendment (SPR22-15) approval, to allow the conversion of 5,495 square feet of retail-office space into a childcare facility located on a 4.25-acre parcel that is located at 4236 Lake Worth Road; and

WHEREAS, Childcare facilities are permissible in the Commercial General (CG) district with the special exception of approval. The applicant is proposing a childcare facility to provide care for children who have medical or skilled nursing needs that prevent them from attending a traditional daycare. The center will serve children from birth to age 21 years of age with medical conditions that require nursing care and a doctor's prescription to attend. The facility is not open to the general public; and

WHEREAS, As part of the proposed project, the applicant requested one (1) variance, which was approved unanimously by the Planning and Zoning Board during their regular meeting on October 11, 2022, to allow the elimination of the required outdoor play area; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and the Planning and Zoning Board; has otherwise been fully informed regarding this matter.

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

Section 1. Ms. Madean Gilzene, agent for the tenant, Extraordinary Kids Foundation, ("Applicant"), has submitted an application for a Special Exception Use (PSSE22-08) and Site Plan Amendment (SPR22-15) approval, to allow the conversion of 5,495 square feet of retail-office space into a childcare facility located on a 4.25-acre parcel that is located at 4236 Lake Worth Road:

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby approves the said application as revised, with the staff report conditions attached hereto as Exhibit “A”, which is incorporated herein by reference.

OR

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby denies the application for the following reason(s):

Notwithstanding any exceptions, conditions, or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

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

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

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

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

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
BEV SMITH, MAYOR

ATTEST:
BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Special Exception Use and Site Development Plan Amendment - Extraordinary Kids Foundation
– 4218- 4220 Lake Worth Road.

Application Summary			
Applicant / Petitioner	Extraordinary Kids Foundation, Inc. (tenant)	Submittal Date	8/24/2022
Reference Name	Extraordinary Kids Foundation	Case Number	SPR22-15, PSSE22-08, PSV22-17
		Parcel Control No	70-42-44-25-00-000-1030
Location	4218-4220 Lake Worth Road	Tenant Space	± 5,495 s.f.
P&Z B Meeting	October 11, 2022	Council Meeting	November 10, 2022
Requests			
Proposed Use(s)	Site Development Plan Amendment and concurrent request for a Special Exception Use to allow a 5,495 square foot child day care facility for children who have medical or skilled nursing needs within two tenant's bays in the existing 40,240 square feet commercial building.		
Number of Buildings	1 child day care facility (5,495 sf) with a maximum of 60 children at a time		
Variances	<u>APPROVED BY P&Z BOARD ON OCTOBER 11, 2022 (P&Z BD ORDER 2022-09)</u> PSV22-17 Requesting a Variance relief from Section 34-1022(5) to eliminate the required outdoor play area.		
Parking			
Code	Required	Provided	Meets Requirement
Total Overall Parking	1/ 200 sf @ 5,495 sf = 28 spaces	237 spaces for the entire plaza	Yes
The Applicant provides care to children who have medical or skilled nursing needs that prevent them from attending a traditional daycare. Children require a doctor's prescription to attend. The facility is not open to the general public. A Prescribed Pediatric Extended Care ("PPEC") facility is not licensed by the Florida Department of Children and Families like a traditional daycare, rather it is licensed by Florida's Agency for Health Care Administration ("AHCA") which also regulates assisted living facilities, nursing homes and hospitals. While the proposed facility is not a standard daycare, by definition of the Land Development Regulations, "childcare facility" is the best description for this use. A childcare facility is a special exception use in the CG district, and is subject to supplemental regulations:			
<u>Requirement</u>		<u>Proposal</u>	
1. Residential Area		Code allows use by SE approval in CG	
2. Lot Area (10,000 s.f. min)		Shopping Center complies	
3. Floor Area (1500 s.f. min for 40 children + additional 35 sf per child)		5,495 s.f.	
4. Outdoor Play Area (1500 s.f. min)		Subject of Variance Request	
5. On-Site Parking (1 sp/employee or 1 sp/200 sf)		28 spaces minimum	
6. 1 Drop-Off Space/8 children		8 designated drop-off spaces	

Site Characteristics			
Existing Use	Empty bays	Proposed Use	Child day care facility
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Home Depot (retail store)	Commercial	Commercial General (CG)
South	Canal L-12, LW Drainage District	Unincorporated PBC	Unincorporated PBC
East	Personal Services, Single Family Home	Unincorporated PBC	Unincorporated PBC
West	Multi-Family Residences, Vacant Commercial	Unincorporated PBC	Unincorporated PBC
Recommendation			
Planning, Zoning & Building Staff can appreciate the need for a skilled nursing environment for children with medical challenges. Staff finds that the proposed facility generally meets the intent and requirements for a childcare facility and recommends conditional approval for the proposed child day care facility use as depicted on the proposed plans.			



I. Site History

- **Ordinance 2014-31: Annexation**

On December 11, 2014, the property at 4236 Lake Worth Road was involuntarily annexed into the Village of Palm Springs along with thirty-two (32) other commercial and residential parcels. The parcel at 4236 Lake Worth Road was annexed with a Future Land Use Designation of Commercial and a Zoning Designation of Commercial General (CG).

- **Administrative Site Plan Amendment # 202200051**

On January 26, 2022, the Land Development Director issued conditional approval of the administrative site plan amendment for the proposed exterior remodeling work proposed for 4236 Lake Worth Road. The proposed work involves minor modifications to the exterior façade of the building, including a built-up roof, new stucco, new back light decorative grill, awning and canopy additions, and architectural tile additions to the walls.

- **Resolution 2022-13: Site Plan and Special Exception Use**

On September 8, 2022 the Village Council denied a 7,080 sf proposed restaurant with lounge within two tenant bays based on the proposed tenant doing illegal operations without proper approval and inconsistency with adjacent residential properties.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed use is permitted as special exception use and is generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. With the proposed use, quality medical jobs will be provided and will benefit the residents.

III. Variances Approved by P&Z Board on October 11, 2022 (P&Z Bd Order 2022-09)

The applicant is seeking the following variance:

1. **PSV22-17** Requesting a Variance relief from Section 34-1022(5) for the elimination of outdoor play area.

The Extraordinary Kids Foundation is seeking a variance which outlines the supplemental regulations for a Child Care Facility to eliminate the minimum outdoor play area. The use of the leased premises will be as a Prescribed Pediatric Extended Care Center, known by the acronym PPEC. A PPEC is licensed by Agency for Health Care Administration [AHCA]. Traditional childcare facilities are licensed by the Department of Children and Family Services. A doctor's prescription is required to attend a PPEC. The attendees must meet specific medical requirements to attend. In most jurisdictions, a PPEC is approved as a medical center; however, the Palm Springs Code defines a childcare center as, "an establishment which provides care or instruction for more than five children, operated on a regular basis and which is consistent with all other provisions of state law." While a PPEC meets this definition, the actual operation of the facility does not need to satisfy Section 34-1022 (5) of the Palm Springs Land Development Regulations. The medical conditions of the patients that attend a PPEC do not warrant a typical childcare outdoor play area. Moreover, AHCA does not require a PPEC to have any outdoor play area

The applicant's full justification is hereto:

- a. *That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.*

The applicant is seeking the special exception for a child care center notwithstanding the fact that it does not operate as a child care center or hold itself out to the public to be a child care center. No state regulations require a PPEC to provide its patients with an outdoor play area regardless of the location of the PPEC. The other licensed PPECs in Palm Beach County do not have an outdoor play area.

b. That the special conditions and circumstances do not result from the actions of the applicant.

There is no State Statute or regulation promulgated by any State Regulatory Agency that requires a PPEC provide an outdoor play area. A PPEC is not required under any State law to adhere to standards as a childcare center other than the requirement that it meet fire safety codes of a non-resident child care facility. Even though it is not required the center will have an indoor play area with soft play mats within the building.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.

The unique nature of the PPEC use is not specifically addressed in the Code. It is regulated by the Agency for Health Care Administration (AHCA) which has not generated any regulation requiring an outdoor play area be provided for the patients. Approving the variance will not confer any special privilege on the Applicant since the provision of an outdoor play area is not required for this use.

d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

If the Applicant is required to provide an outdoor play area, as required by the code, it will impose a requirement on this PPEC that is not required by any other PPEC in Florida. The expense to construct an outdoor play area that will not be used by the patients will be an unnecessary and undue hardship on the Applicant.

e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Granting the variance is the minimum that will enable the Applicant to provide a medical service to a population that is underserved in Palm Beach County.

f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

One purpose of the Code is to control and regulate development in the Village by concentrating development in areas where adequate community facilities and services can be provided. Granting this variance will allow additional medical services to be provided to an underserved segment of the population.

g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Granting this variance will not be injurious to the area nor a detriment to the public welfare. In fact, it will be a great benefit to community by providing medical care to needy children and allow their parents to work outside of the home. It will also bring jobs to the area.

Staff does not object to the applicant's request, based on the applicant intent to provide the need of this services within the community. Staff agree that special circumstances are present because the proposed PPEC is not a standard daycare and that a special privilege will not be created since the PPEC is different than a typical childcare facility. Staff understand that literal interpretation of the code may create hardship and does agree that the elimination of the outdoor play area is the minimum variance needed for this location. Granting the variance will be harmonious with the intent of the Land Development Regulations and will not be injurious to the balance of the shopping center.

Staff generally finds that the requested variance will not be contrary to public interest; however, staff believes that even special needs children should have access to fresh air and natural light during the day; but within the shopping center, there are not a desirable location for a designated outdoor play area.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the south side of Lake Worth Road near the southeast corner of Lake Worth Road and Military Trail, between S 42 Way and Colley Court.
- 2) Surrounding properties are a mix of residential and commercial uses. The adjacent residential uses are currently in unincorporated Palm Beach County.
- 3) The proposed project is on one of the most important corridors within the Village limits, Lake Worth Road, that connects East and West portions of the County and surrounding cities.
- 4) Transit service is available through Palm Tran route 62 and 3.
- 5) The existing retail plaza has different tenants occupying the building providing different retail, professional and personal services.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) Variance for the elimination of the outdoor play area shall be approved by the Planning & Zoning Board.
 - 3) Permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue and Village of Palm Springs are required prior to any construction.
 - 4) Palm Beach County Traffic division has determined that the proposed project will not generate additional trips; therefore, the project meets the TPS of Palm Beach County.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on September 30, 2022.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on September 28, 2022.
- Legal advertisement was published in the paper on September 29, 2022.
- Staff has not received any inquiries or comments as a result of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans dated received on August 24, 2022 depicts the following:

- An application submitted for a Special Exception Use and concurrently Site Development Plan Amendment with one (1) variance to allow a child day care facility with a maximum of 60 children.
 1. Site Plan dated received August 24, 2022 revised and resubmitted on September 19, 2022.
 2. Floor plans dated received August 24, 2022 revised and resubmitted on September 19, 2022.
 3. Justification Statement and proposed use.
 4. Traffic Statement.

IX Recommendation

The Applicant is requesting a site plan amendment and concurrently a special exception use to allow a child day care facility to provide care to children who have medical or skilled nursing needs that prevent them from attending a traditional daycare. The center will serve children from Birth to age 21 with medical conditions that require nursing care and doctor's prescription to attend. The facility is not open to the general public. A Prescribed Pediatric Extended Care ("PPEC") facility is not licensed by the Florida Department of Children and Families like a traditional daycare, rather it is licensed by Florida's Agency for Health Care Administration ("AHCA") which also regulates assisted living facilities, nursing

homes and hospitals. Examples of types of conditions served are Down Syndrome, Respiratory Illness, Autism, Cerebral Palsy. The center will serve up to 60 children at a time Monday to Friday from 7am to 7pm. Staff will consist of Registered Nurse, Licensed Practical nurse, and Care Aides.

Village staff can appreciate the need for a skilled nursing environment for children with medical challenges and finds that the proposed PPEC generally meets the intent and requirements for a childcare facility.

Staff has found the proposed Special Exception use to be generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be deterrent to surrounding properties. The new project does not negatively impact natural systems.

Planning, Zoning and Building Staff recommends conditional approval of the Special Exception Use, Site Development Plan Amendment and Variance subject to the following thirteen (13) conditions below:

1. Build out date is December 31, 2023.
2. The special exception approval shall be implemented within 18 months of Council approval.
3. Permits issued by the Village are required before any renovation takes place. Renovations may be required due to change of occupancy from a Florida Building Code perspective from Business to Child Care. All renovations shall adhere to the Village Code. A life safety plan depicting arrangement of beds, play/activity area, therapy and personal hygiene areas shall be submitted prior to issuance of a business tax receipt.
4. Copies of licenses from all Authorities Having Jurisdiction are required to be provided to the Planning, Zoning and Building Department prior to occupancy. A PPEC license shall be maintained through the duration of the business. The use cannot be converted to another form of childcare facility without subsequent Village approvals.
5. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
6. Permits must be obtained from the Village and Palm Beach County Fire Department **at time of permitting**.
7. Provide permits from all applicable permitting agencies **at the time of permitting**.
8. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
9. The applicant shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
10. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
11. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CC**.
12. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCC/CC**.
13. **At the time of CC**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

EXTRAORDINARY KIDS FOUNDATION

4218 - 4220 Lake Worth Road,

Lake Worth, FL 33461

SCOPE OF WORK

THE SCOPE OF WORK INCLUDES THE FOLLOWING :

SITE PLAN APPROVAL FOR RE-ZONING OF VACANT UNITS 4218 AND 4220 INTO A DAY CARE CENTER (PRESCRIBED PEDIATRIC)

OWNER TO SUBMIT PERMIT SET FOLLOWING SITE PLAN APPROVAL

PROJECT TEAM

ARCHITECT
CONTIN ARCHITECTURE AND DESIGN
826 S FEDERAL HWY LAKE WORTH FL
(561) 249 - 4007

ALL WORK SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES HAVING JURISDICTION. INCLUDING BUT NOT LIMITED TO:

- FLORIDA BUILDING CODE- 2020 7TH EDITION
- FBC, MECHANICAL- 2020 7TH EDITION
- FBC, PLUMBING- 2020 7TH EDITION
- NFPA NATIONAL ELECTRICAL CODE, 2020 EDITION

LEVEL II ALTERATION, PER FBC SEC 603.1



ABBREVIATIONS

AB	ANCHOR BOLT	FD	FLOOR DRAIN	#	NUMBER	T & G	TONGUE & GROOVE
ABV	ABOVE	FIN	FINISH	NOM	NOMINAL	TEL	TELEPHONE
A/C	AIR CONDITIONING	FIX	FIXTURE	NTS	NOT TO SCALE	TEMP	TEMPORARY
AFF	ABOVE FINISH FLOOR	FLR	FLOOR	OA	OVERALL OUTSIDE AIR	THK	THICK-THICKNESS
ALUM	ALUMINUM	FLUOR	FLUORESCENT	OC	ON CENTER	T.O.	TOP OF
APPROX	APPROXIMATE	FTG	FOOTING	OPC	OPENING	TYP	TYPICAL
ARCH	ARCHITECTURAL/ARCHITECT	FURR	FURRING	OPP	OPPOSITE	UGND	UNDERGROUND
BD	BOARD	GA	GAGE, GAUGE	ORIG	ORIGINAL	UL	UNDERWRITERS LAB.
BLDG	BUILDING	GALV	GALVANIZED	PART	PARTITION	VERT	VERTICAL
BLK	BLOCK	GL	GLASS	PL	PLATE	WH	WITH
BOTT	BOTTOM	GR	GRADE	PLAS	PLASTER	WC	WATER CLOSET
B.O.	BOTTOM OF	GYP	GYP SUM	PLYWD	PLYWOOD	WH	WATER HEATER
BRG	BEARING	HB	HOSE BIBB	PNL	PANEL	WM	WIRE MESH
BTN	BETWEEN	HRT	HORIZONTAL	PNT	PAINT	W/O	WITHOUT
CAB	CABINET	HCP	HANDICAP	POL	POLISHED	WP	WATERPROOF
CLG	CEILING	HDW	HARDWARE	PREFAB	PREFABRICATED	WS	WEATHER STRIPPING
CEM	CEMENT	HGT	HEIGHT	PROJ	PROJECT	WWF	WELDED WIRE FABRIC
CLG	CEILING	HM	HOLLOW METAL	PSF	POUNDS PER SQUARE FOOT		
CL	CLOSET	HR	HOUR	PSI	POUNDS PER SQUARE INCH		
CLR	CLEAR	HVAC	HEATING/VENTILATING/ AIR CONDITIONING	PRTR	PRESSURE TREATED		
COL	COLUMN	IN	INCANDESCENT	PTD	PAINTED		
CONC	CONCRETE	INC	INCLUDE	PVMT	PAVEMENT		
CONSTR	CONSTRUCTION	INFO	INFORMATION	QTY	QUANTITY		
CONTR	CONTRACTOR	INSUL	INSULATE-INSULATION	REF	REFRIGERATOR		
CT	CERAMIC TILE	INT	INTERIOR	REQD	REQUIRED		
CTR	CENTER	KIT	KITCHEN	REINF	REINFORCE-REINFORCING		
DEG	() DEGREE	LAM	LAMINATED	RET	RETURN		
DEPT	DEPARTMENT	LAV	LAVATORY	REV	REVERSE, REVISION		
DET	DETAIL	LB	POUND	RIGD	ROOM		
DF	DRINKING FOUNTAIN	LINEAR	LINEAR	RM	ROUGH OPENING		
DIA	DIAMETER	LL	LIVE LOAD	RO	SCHEDULE		
DIM	DIMENSION	LT	LIGHT	SD	SOAP DISPENSER		
DN	DOWN	LVR	LOUVER	SEP	SEPARATE		
DR	DOOR	MATL	MATERIAL	SECT	SECTION		
DWG	DRAWING	MAX	MAXIMUM	SHT	SHEET		
EA	EACH	MECH	MECHANICAL	SIM	SIMILAR		
EL	ELEVATION	MEMB	MEMBRANE	SPEC	SPECIFICATION		
ELEC	ELECTRICAL-ELECTRIC	MTL	METAL	SO	SQUARE		
EQ	EQUAL	MFC	METAL FURRING CHANNEL	STD	STANDARD		
EQPT	EQUIPMENT	MFR	MANUFACTURER	STL	STEEL		
EQUIV	EQUIVALENT	MIN	MINIMUM	STOR	STORAGE		
EW	EACH WAY	MIR	MIRROR	SUB	SUBSTITUTE		
EMB	EMBEDDED	MISC	MISCELLANEOUS	SURF	SURFACE		
EXIST	EXISTING	MO	MASONRY OPENING	SUSP	SUSPEND-SUSPENDED		
EXT	EXTERIOR-EXTERNAL	MR	MOISTURE RESISTANT	SYS	SYSTEM		
		NAT	NATURAL				
		NIC	NOT IN CONTRACT				

GENERAL NOTES:

These drawings have a local state and federal copyright. **Juan Contin**, Architect, and are property of the. They are not to be used on other projects or extension of this project except by written agreements with **Juan Contin**, Architect. No design changes which alter the intent of the drawings or specifications are to be made without obtaining written permission from **Juan Contin**, Architect.

CONTIN
ARCHITECTURE + DESIGN

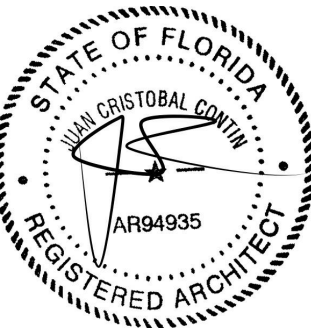
REGISTERED ARCHITECT:

JUAN CRISTOBAL CONTIN

FL LICENSE # AR94935

826 S. FEDERAL HIGHWAY

LAKE WORTH, FL 33460



CLIENT:

The Extraordinary Kids Foundation Inc.

PROJECT TITLE:

4218 & 4220 Lake Worth Road

PROJECT ADDRESS:

4218 & 4220 Lake Worth Road, Lake Worth, FL 33461

DATE: 9/21/2022 11:11:32 AM

ISSUED: ISSUED

DRAWN BY: BB

CHECKED BY: JC

REVISIONS:

△	
△	
△	
△	
△	

SCALE/NORTH POINT:

AS SHOWN

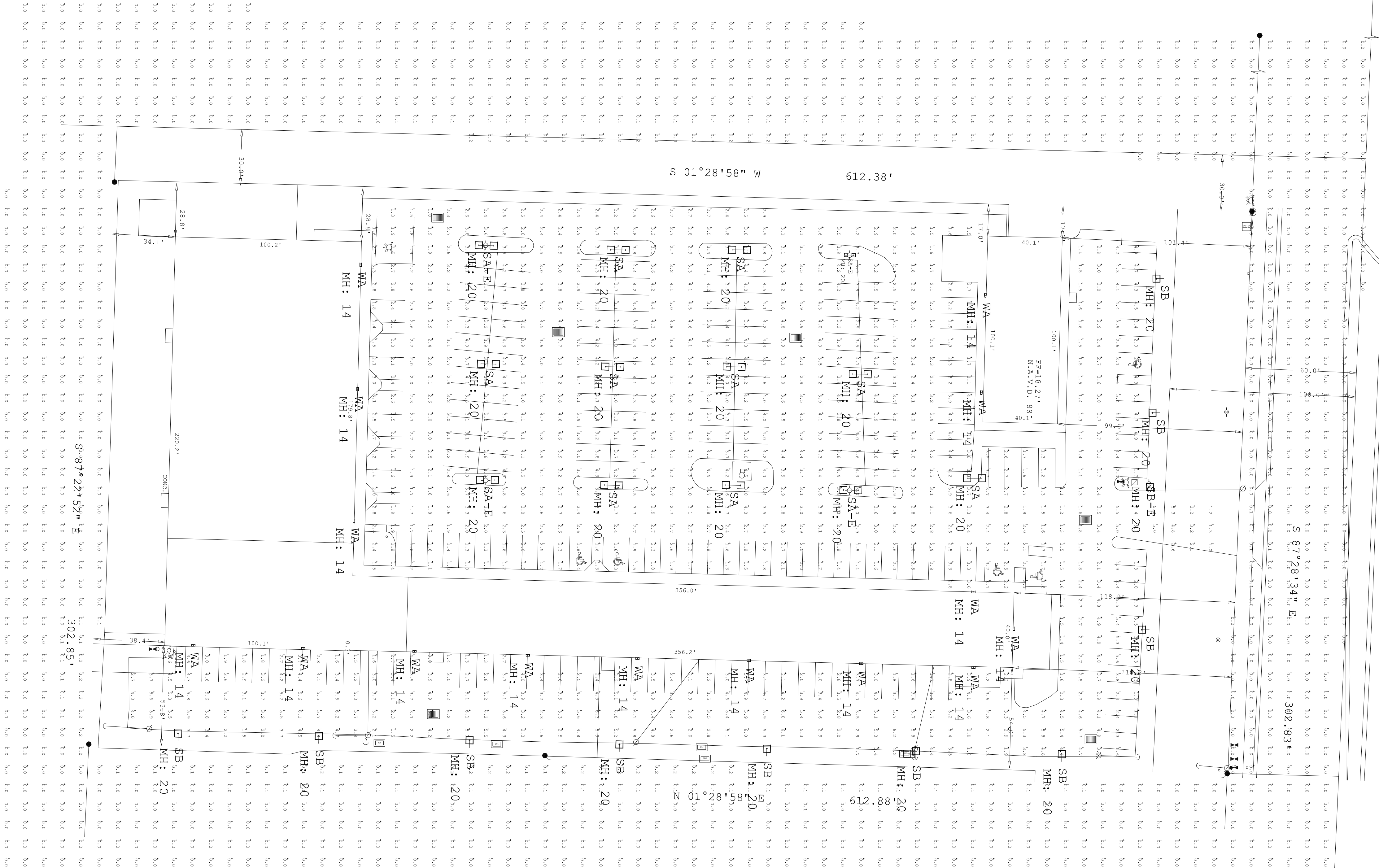
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Index Sheet

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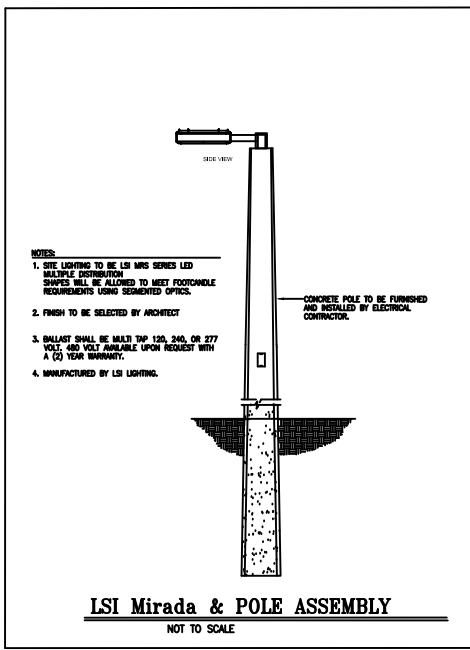
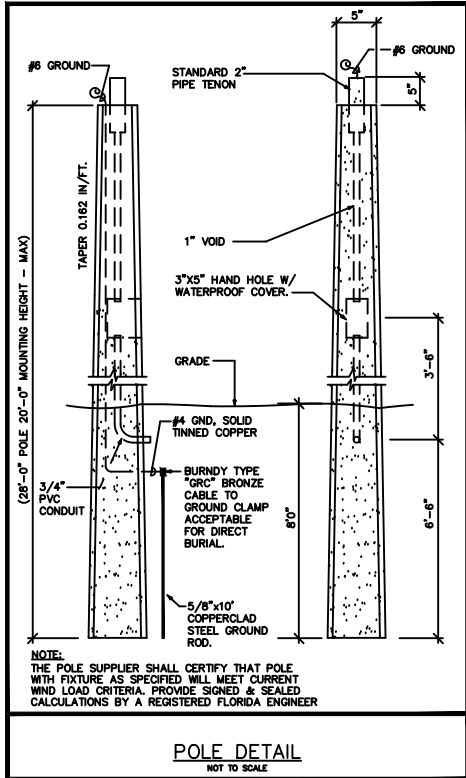
DRAWING NUMBER:

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Luminaire Schedule		Label		Arrangement		Lum. Lumens	Lum. Watts	LLF	Description	Tag
Symbol	Qty	9	SA	BACK-BACK		9118	63	0.900	LSI Industries MRS-LED-09L-SIL-SW-40-70CRI, 2@180°	
	10	SB	SINGLE	SINGLE		11444	135	0.900	LSI Industries MRS-LED-18L-SIL-SW-40-70CRI-IL, Single Head	
	15	WA	SINGLE	SINGLE		609	44.7	0.900	LSI Industries MRS-LED-09L-SIL-SW-40-70CRI-IL, Single Head	
	4	SA-E	BACK-BACK		9118	63	0.900	LSI Industries MRS-LED-09L-SIL-SW-40-70CRI, 2@180°		Existing Pole - new twin assy
	1	SB-E	SINGLE	SINGLE	11444	135	0.900	LSI Industries MRS-LED-18L-SIL-SW-40-70CRI-IL, Single Head		Existing Pole - new twin assy

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Parking Lot	Illuminance	Fc	3.29	6.3	1.0	3.29
Spill	Illuminance	Fc	0.02	0.3	0.0	N.A.



Photometric Plan

J-W Engineering, Inc.

C.O.A #9937
20 Ballou Road West
Palm Beach Gardens, FL 33418
561-430-3550 JWWessonPE@aol.com

B
DESIGN, INC.
R
G

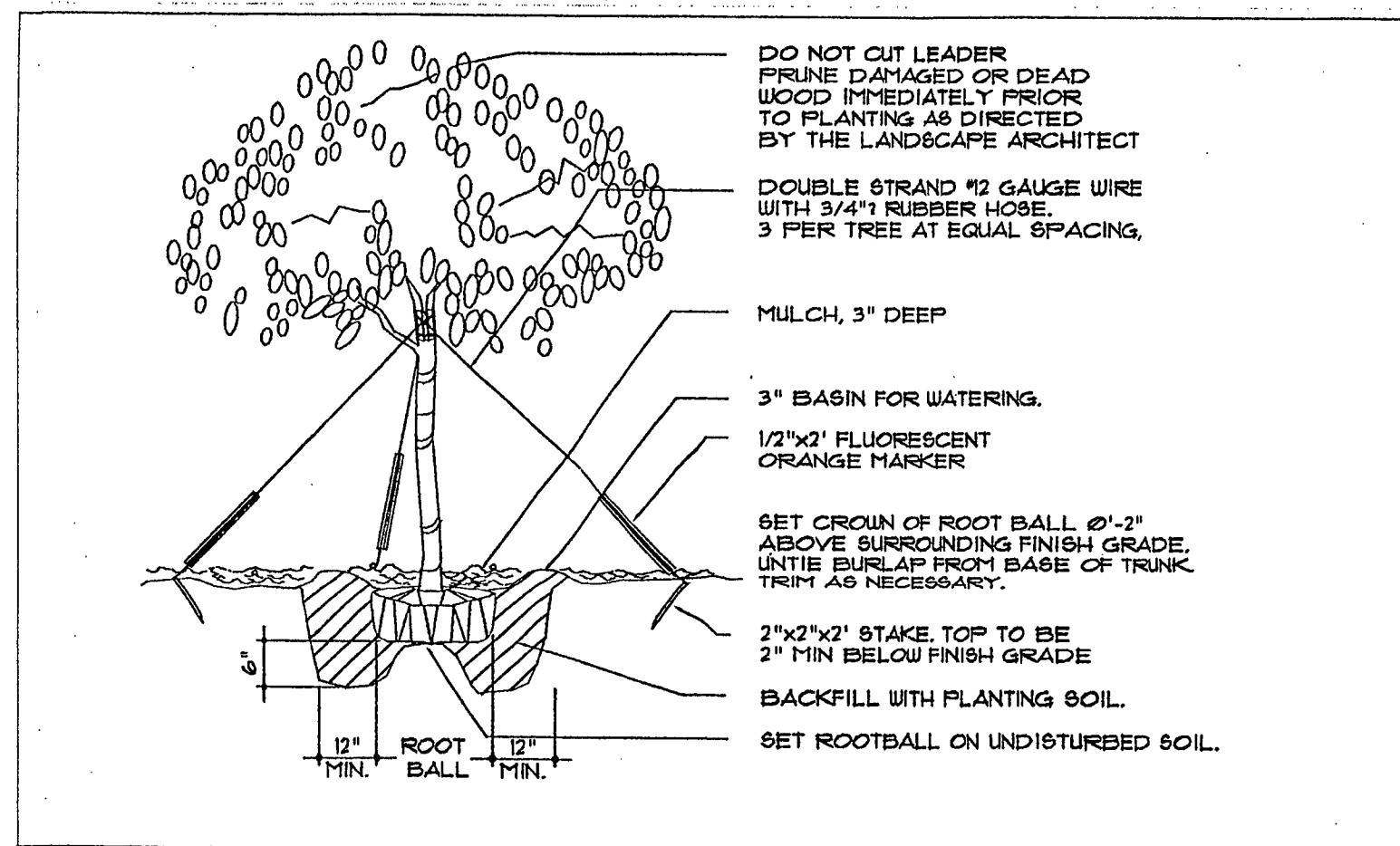
314 South F Street
Lake Worth Beach, FL 33460
BergDesign07@hotmail.com
561-480-9318

4236 Lake Worth Road
Lake Worth, FL 33461

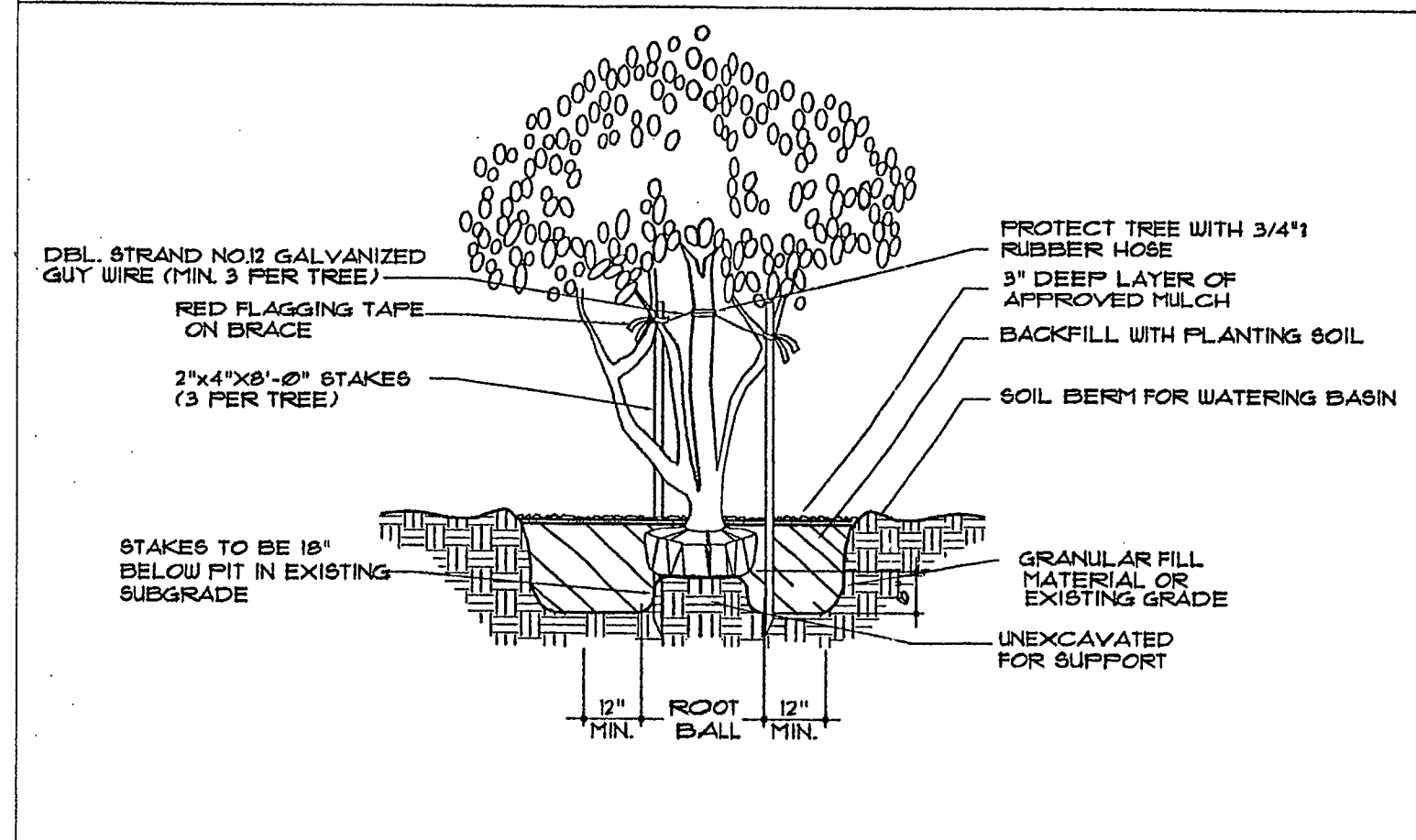
Revision	Date
Original Issue	12/16/2021

Scale: Varies As Noted

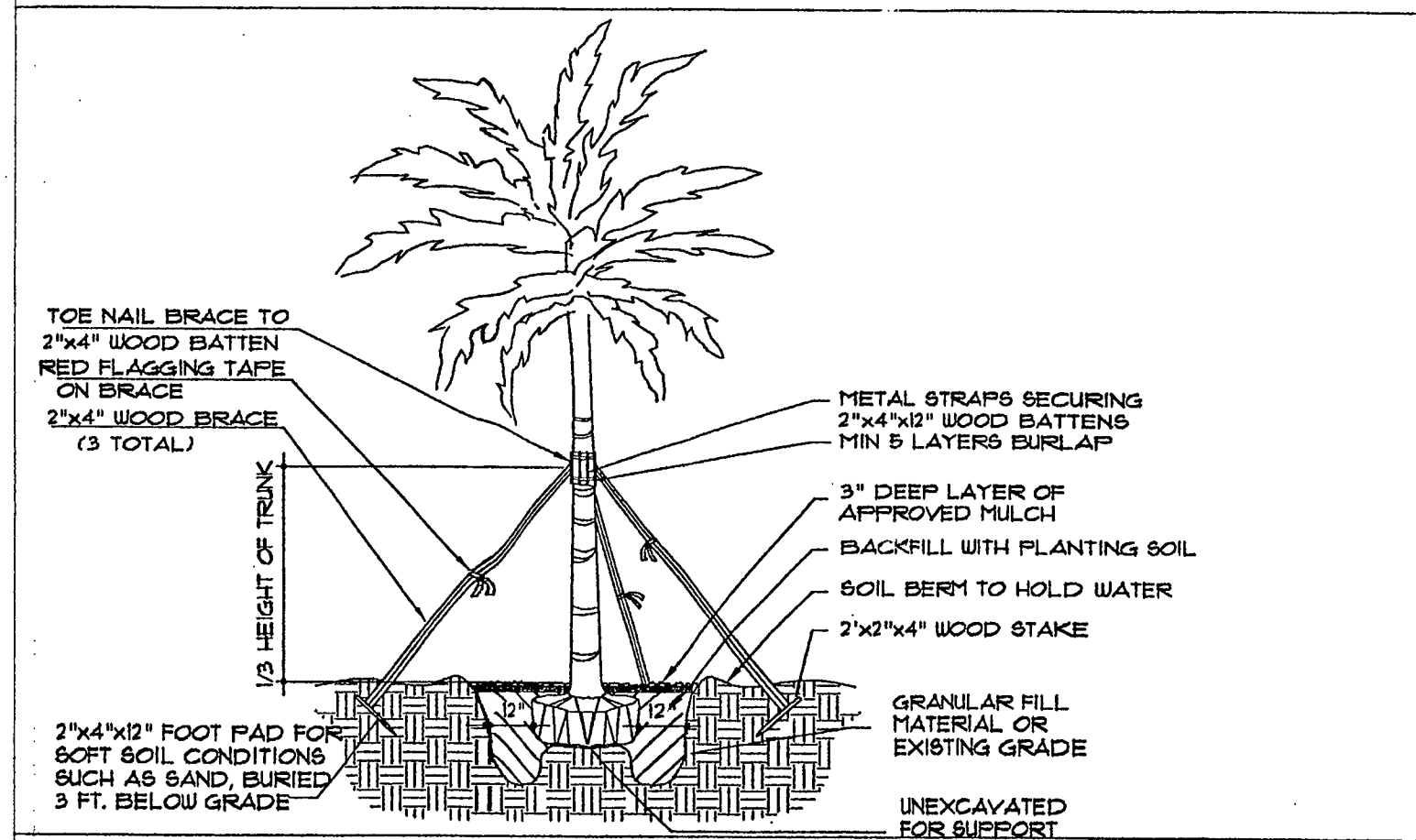
Photometric Plan



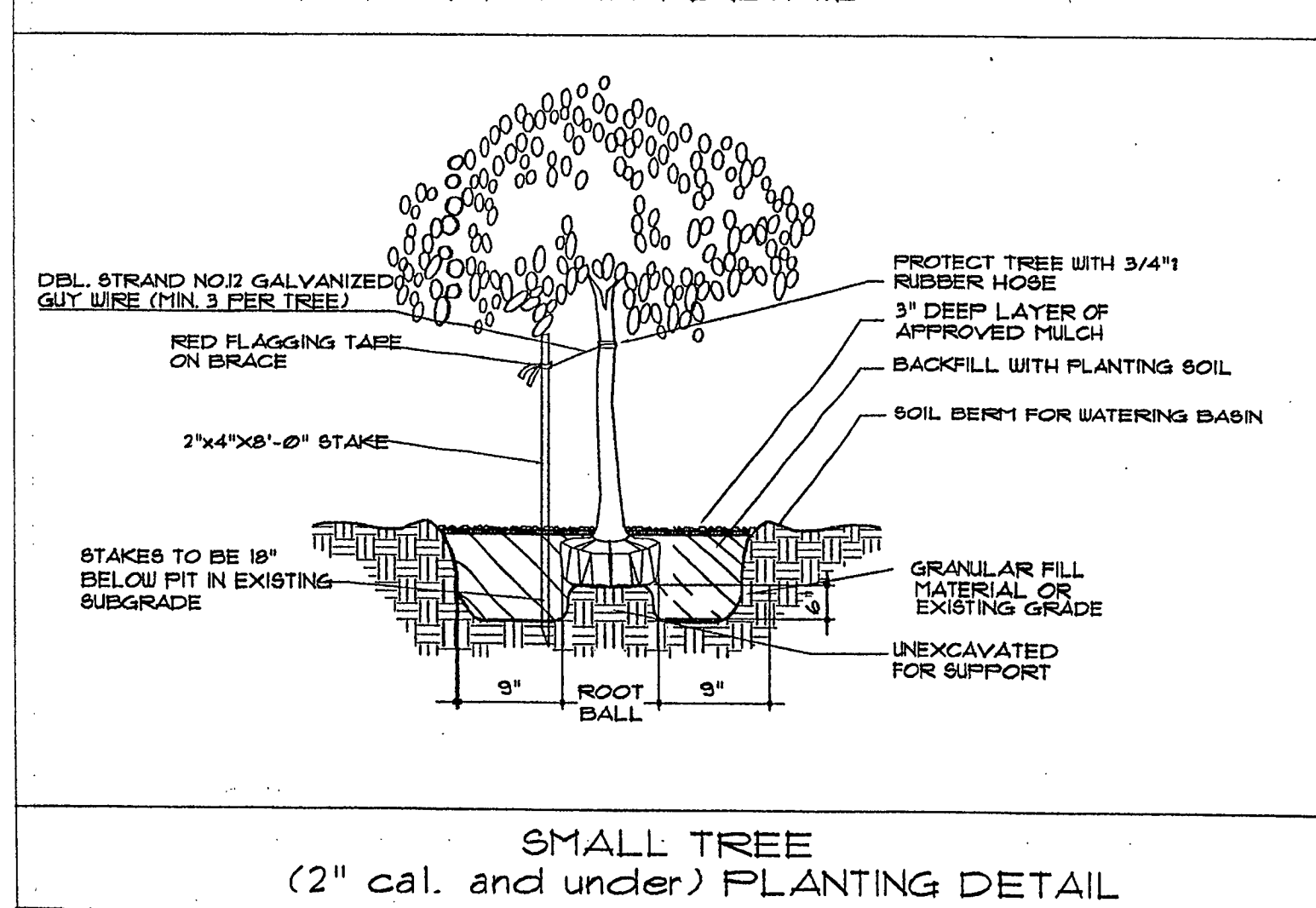
LARGE TREE
(2" cal. and over) PLANTING DETAIL



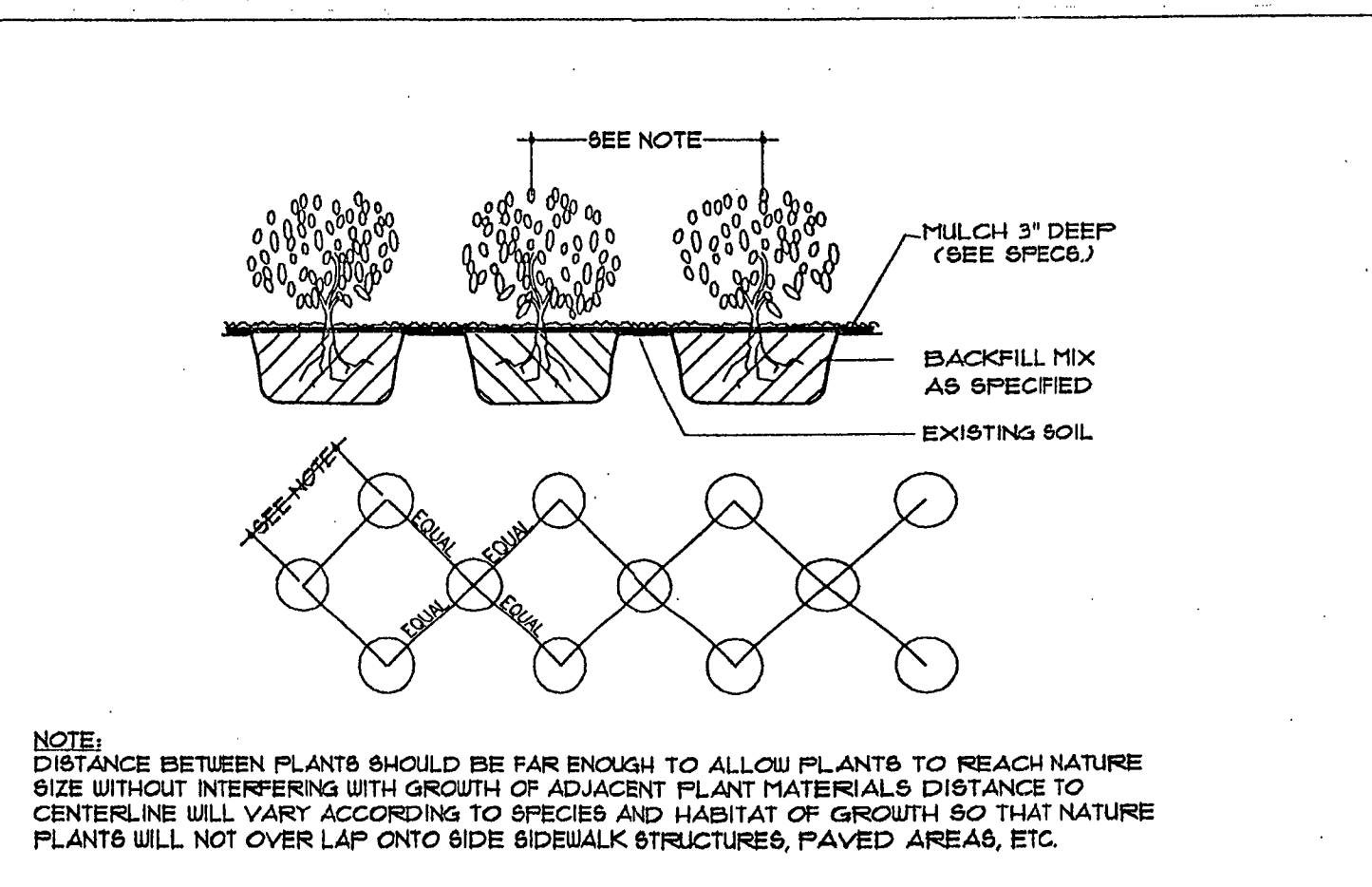
MULTI-TRUNK AND SMALL TREE
(2" cal. and under) PLANTING DETAIL



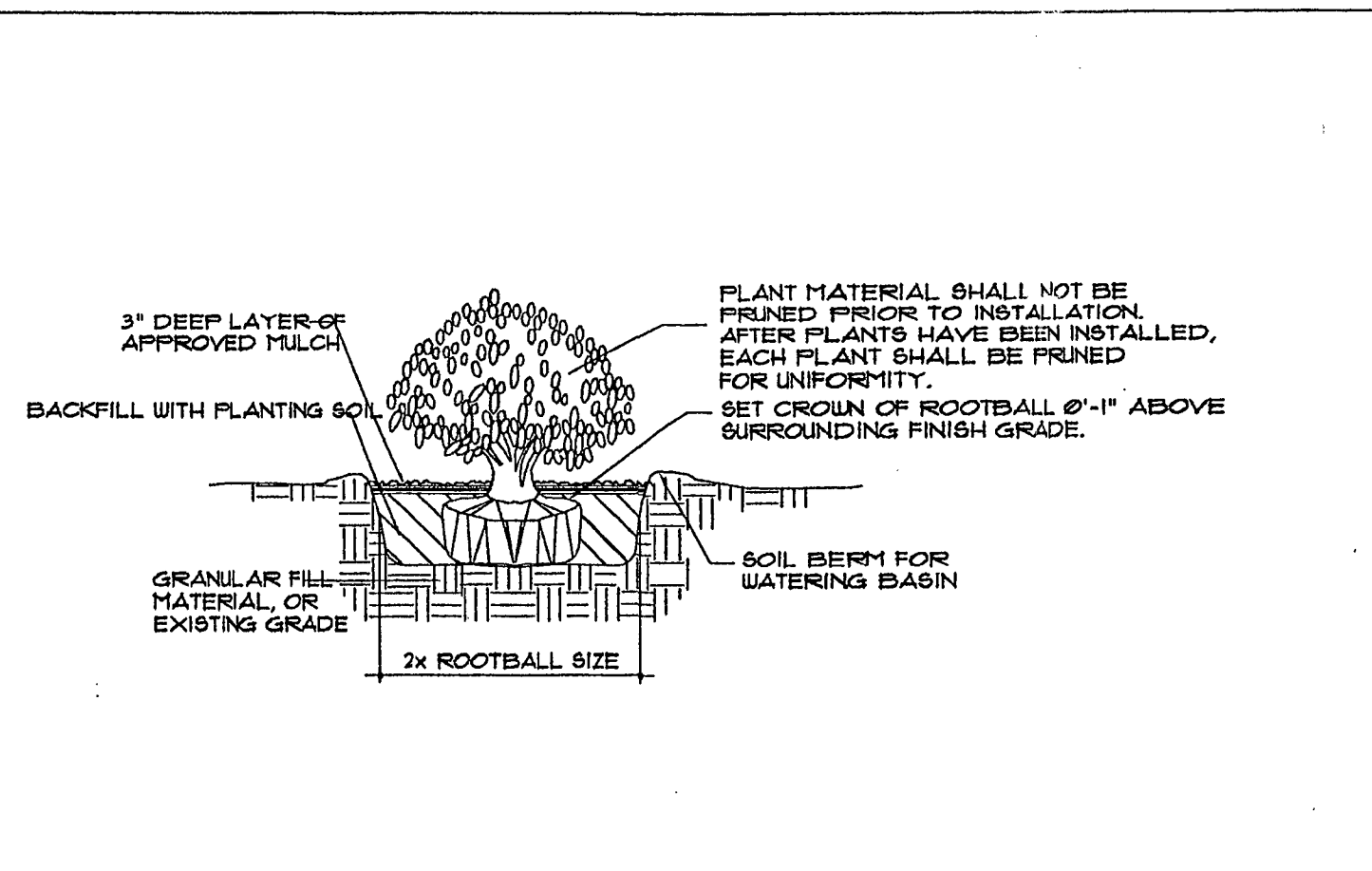
PALM PLANTING DETAIL



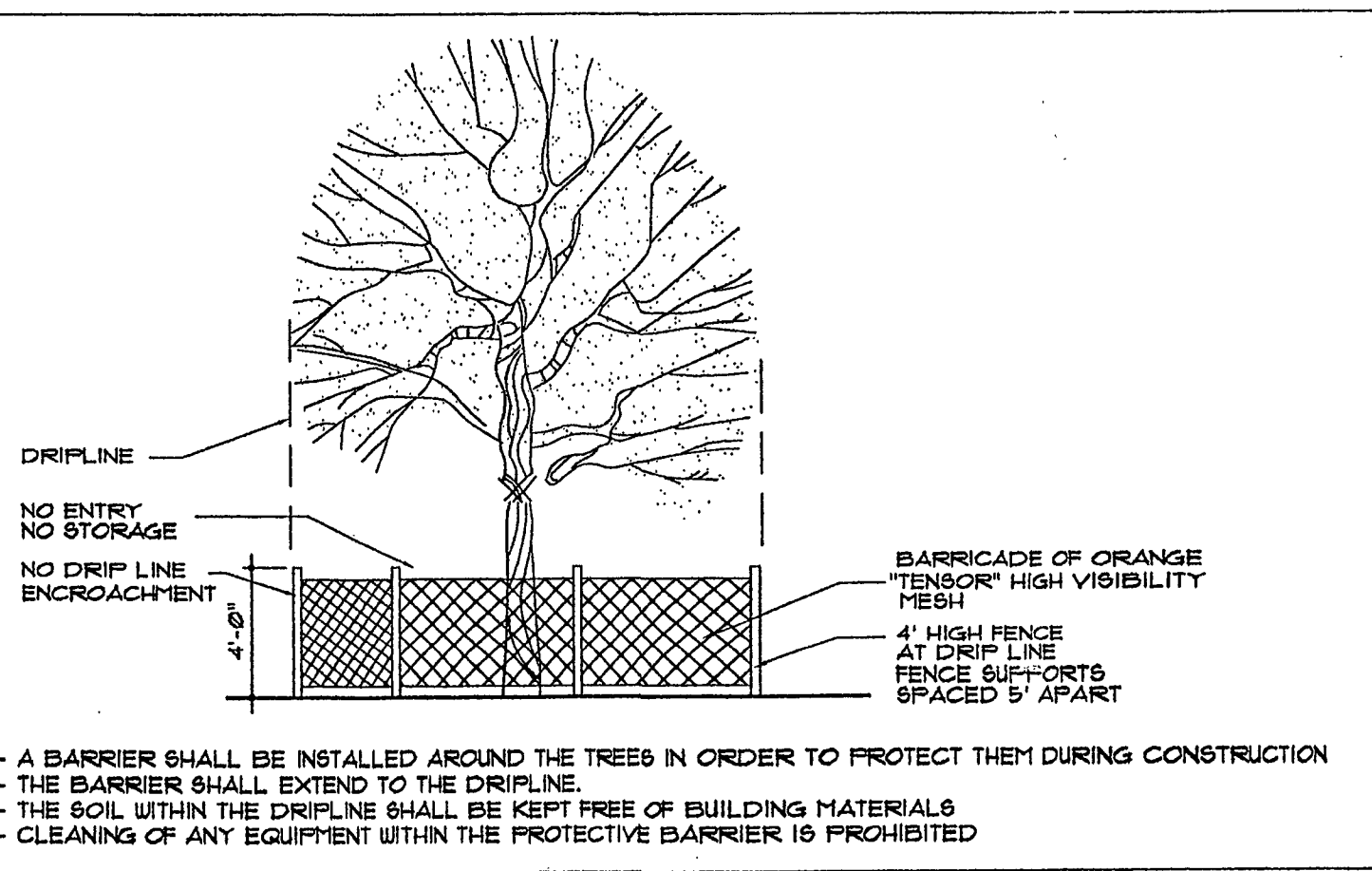
SMALL TREE
(2" cal. and under) PLANTING DETAIL



SHRUB/ GROUNDCOVER SPACING DETAIL



SHRUB PLANTING DETAIL



TREE PRESERVATION
BARRICADE FENCING DETAIL

LANDSCAPE PLANTING DETAILS

LANDSCAPE NOTES

1. PLANT MATERIAL: All plant material shall be Florida "or better" as established by "Grades and Standards for Nursery Plants" of the state of Florida, Department of Agriculture.
2. All trees, shrubs and groundcovers shall be of the sizes as specified in the Plant List.
3. Quantities listed on the Plant List are for estimating purposes. Contractor shall verify all quantities. Mulch, topsoil, fertilizer, etc. shall be included in the unit cost of the plants.
4. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan or plant list, the plan takes precedence.
5. All planting beds and water basins for trees shall be covered with a 3" minimum depth of shredded eucalyptus or other organic mulch grade "B" or better.
6. The Planting Plan shall be installed in compliance with all existing City codes and applicable deed restrictions.
7. SOD: All areas not used for buildings, vehicular use areas, walks or planting beds shall be grassed. Grassing shall extend to any abutting street pavement edge and to the mean exterior line of any abutting canal, lake or waterway. Sod to be grade "A" seed free. All areas marked "Lawn" shall be St. Augustine "Floratum" solid sod. The Dry Retention area shall be "Bahia Grass" / "Paspalum Notatum". All sod shall be set level tight and even along planting beds.
8. Landscaping contractor is responsible for providing their own square footage takeoffs and field verifications for 100% sod coverage of all areas specified.
9. PLANTING SOIL: All trees and shrubs shall be planted with a minimum of 12" topsoil around and beneath the rootball. Minimum topsoil shall be 6" for groundcover areas, 4" for seeded grass areas and 2" for sodded grass areas.
10. Planting soil to be a weed-free mixture of 50% sand, 40% muck, and 10% Canadian peat. All plant material to receive planting soil as per details. Planting soil backfill for all proposed Date Palms, Coconut Palms, Royal Palms and Liriodendrons shall be backfilled with 80% sand and 20% muck mixed with existing soil free of rock and debris. Bougainvillea species shall be backfilled with 100% sand at time of planting.
11. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.
12. Contractor to notify "Sunshine" at 1-800-639-4031 (48) hours prior to digging for underground utility locations.
13. Contractor shall be responsible for providing final grading of all associated planting areas.
14. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.
15. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 8).
16. No pruning of any tree or palm will be accepted. All plants to be planted at the nursery grade or slightly higher.
17. Contractor shall stake 4 guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during warranty period.
18. All parking islands measuring less than 11 feet (including curbs) due to turning radii requirements shall have root barriers installed against the full perimeter of the island. All linerock shall be excavated from islands to a depth of 2-1/2 feet and backfilled with the specified planting mix.
19. Fertilizer for grass areas shall be NPK 16-4-8 @ 125 lbs/10000 s.f. or 545 lbs/acre. Nitrogen 50% slow release form 4 fertilizer to include secondary micronutrients.
20. SUBSTITUTIONS AND CHANGES: All substitutions and changes shall be approved in writing prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of the Architect, the owner and The City of Miramar.

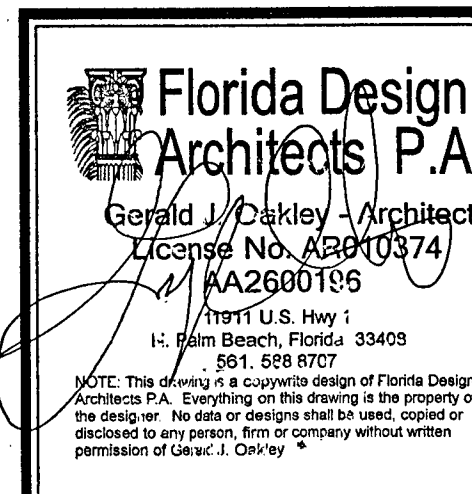
21. WATERING: All plant material shall be watered in at time of planting in accordance with standard nursery practices. In addition Contractor will continue watering of plant material until substantial completion and as needed thereafter for a period of 2 months.
22. EXISTING MATERIAL: All existing material shall be brought to current city code standards. All existing hedges must be continuous as required.
23. DRAINAGE EASEMENT: Written approval must be obtained from local water management district prior to planting within the drainage easement.
24. All new plant material shall be guaranteed for 1 year from time of final acceptance of project. Any plant material not in a healthy growing condition will be replaced by the Contractor at no additional cost to the Owner within 10 days of notification. For all replacement plant material, the warranty period shall be extended an additional 45 days beyond the original warranty period. Warranty is null and void for plant material which is damaged or dies as a result of "acts of God" limited to hail, freeze, lightning, automobile damage, and wind exceeding 15 mph as defined by the Miami Hurricane Center. All trees that lean or are blown over caused by winds less than 15 mph will be re-set and braced by the Contractor at no additional cost to the Owner.
25. Type "D" curbing and wheel stops shall be provided in the V.I.A. Refer to paving and drainage detail sheet for detail of type "D" curb and wheel stop.
26. The successful bidder shall furnish to the Owner a unit price breakdown for all materials. The Owner may, at its discretion, add or delete from the materials utilizing the unit price breakdown submitted.
27. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.
28. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
29. Root-prune all trees a minimum of (8) weeks prior to planting.
30. Tree grates shall be positioned to rest in the center of tree well and have uniform spacing around outside edges of castings. Install grates where indicated on plans flush and leveled with surrounding pavement surface. Install steel angle frame, in concrete flush and leveled with surrounding paving surface, maintain flush and leveled at all times.
31. All landscaped areas will be irrigated by an underground, automatic, rust-free irrigation system providing 100% coverage and 100% spray overlap. The system shall be maintained in good working order and designed to minimize water on impervious surfaces and not overpray walkways. A rain sensor device shall be installed to override the irrigation cycle of the system when adequate rainfall has occurred.
32. Hedge material shall be planted equal to the height of all dumpsters, transformers, mechanical equipment and other ground free-standing utility equipment or enclosures.
33. All plant material planted within the sight distance triangle areas (see plan) shall provide unobstructed cross-visibility at a horizontal level between 30 inches and 8 feet above adjacent street grade.
34. No canopy trees shall be planted within 12 feet of a light pole. No palm species shall be planted within 6 feet of a light pole.
35. Ground cover plantings shall provide not less than 75 percent coverage immediately upon planting and 100 percent coverage within 3 months after planting.
36. Tree protection barricades shall be provided around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade fencing.
37. Tree removal/relocation permits must be obtained for existing trees to be removed or relocated.
38. In all pedestrian areas, all trees and palms shall be maintained to allow for clear passage at an 8 foot clear trunk.

LANDSCAPE LEGEND

KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	QUAN.
TREES					
LO	Live Oak	Quercus Virginiana	14' / 16'	25' o.c.	32
OA	Water Oak	Existing			2
BO	Black Olive	Existing			23
SP	Sabal Palm	Existing			30
SHRUBS					
FI	Ficus Hedge	Ficus Benjamin	24' / 30'	24' o.c.	720

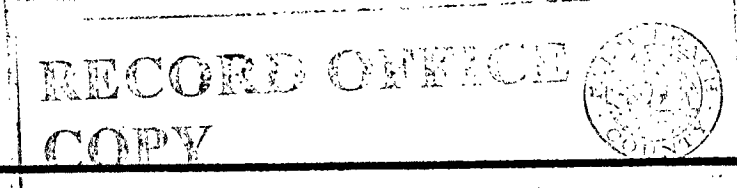
NOTE:
Irrigation system for new and existing landscaping is existing with multizone timers.

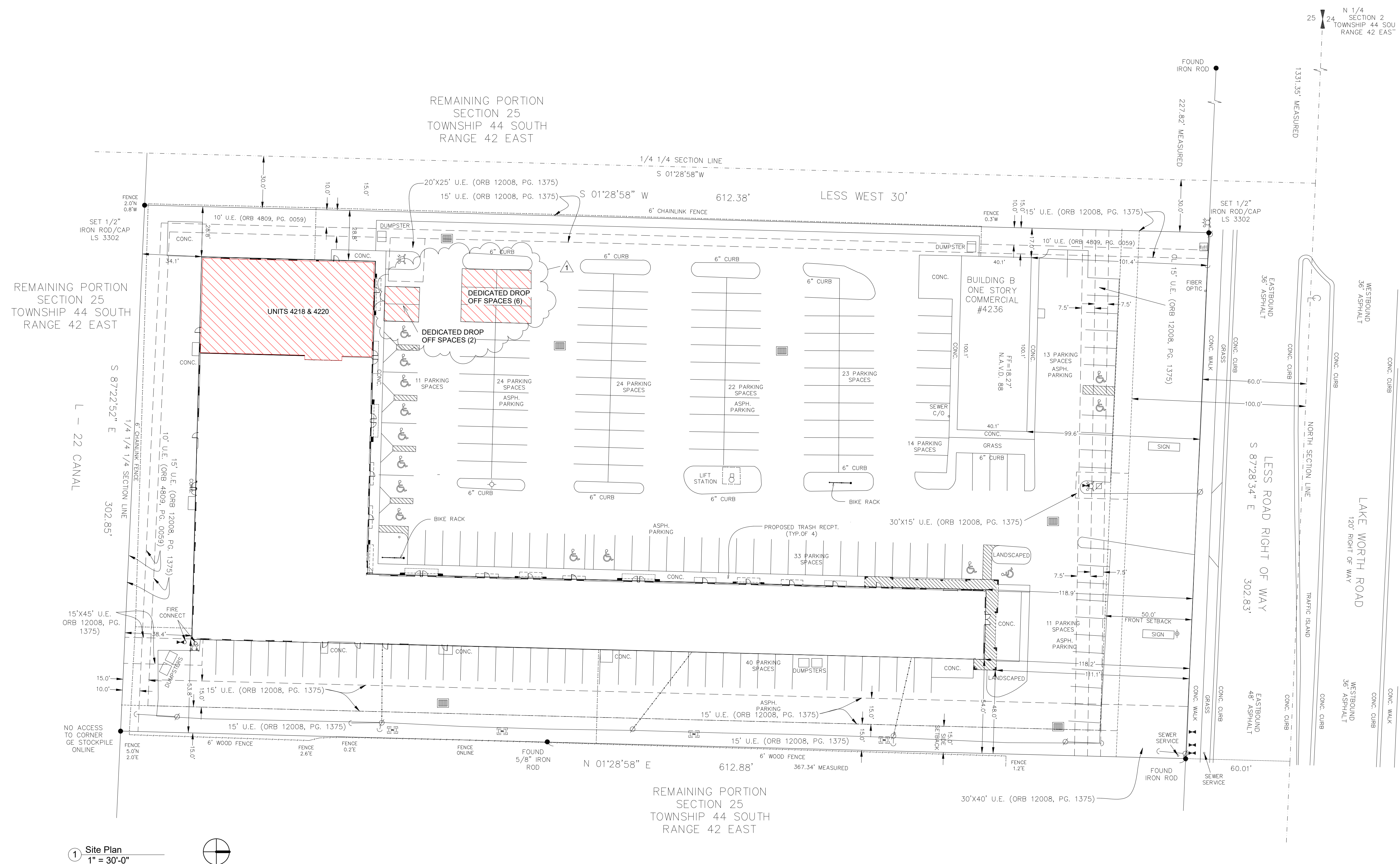
THESE PLANS HAVE BEEN
REVIEWED FOR COMPLIANCE
OCT 29 2007
WITH PALM BEACH COUNTY
FIRE CODE COMPLIANCE IS
THE RESPONSIBILITY OF THE
PERMIT APPLICANT
REVIEWER: DAVID A. SAULS



Proposed
COMMERCIAL
INTERIOR RENOVATIONS
for
NEW STATE OFFICES
4236 Lake Worth Road
Lake Worth, Florida

DATE	REVISION
JOB NO. DATE	A.385.07 Aug. 2007
SHEET L10	
OF SHEETS All dimensions shown on these drawings shall take precedence over notes. The contractor shall notify design firm of any changes in dimensions of job conditions before any work is begun. Without the notification, Contractor takes responsibility for any changes in drawing or job conditions.	





CODE INFORMATION

APPLICABLE CODES				REQUIRED SEPARATION OF OCCUPANCIES	
NFPA 101 (2021) FLORIDA BUILDING CODE 7TH ED., (2020) FLORIDA BUILDING CODE 7TH ED., (2020) PLUMBING				SEPARATION HOURS PER FBC TABLE 508.4 EDUCATIONAL GROUP E / BUSINESS GROUP B SPRINKLERED BUILDING 1 HR. FIRE RATING	
AGENCY HAVING JURISDICTION				CONSTRUCTION TYPE	
PALM SPRINGS, FL				TYPE II-B CONSTRUCTION FIRE SPRINKLERED ONE STORY BUILDING	
EXIT ACCESS TRAVEL DISTANCE (FBC, TABLE 1017.2)				PARKING REQUIREMENTS	
SUB-OCCUPANCY		W/O SPRINKLER	W/ SPRINKLER	OVERALL SHOPPING PLAZA 1/200 SQ FT. 40,240 SQ. FT. = REQUIRED SPACES = 202 PROVIDED SPACES = 237	
EDUCATIONAL GROUP E		200	250		
CODE ANALYSIS				UNIT 4218 & 4220 - CHILD CARE FACILITY 1/200 SQ FT. 5,495 SQ. FT. REQUIRED SPACES = 27.5 PROVIDED SPACES = 237	
OCCUPANCY CLASSIFICATION:		EDUCATIONAL GROUP E (DAY CARE) FBC SEC. 305.2			
OCCUPANCY LOAD (FBC, TABLE 1004.5)				HANDICAPPED SPACES = 13 REGULAR SPACES = 224 DEDICATED DROP OFF SPACES = 8	
ALLOWABLE OCCUPANCY BASED ON AREA	DAY CARE	35 NET SF/OCCUPANT			
SQUARE FOOTAGES:		NUMBER OF OCCUPANTS			
UNIT 4218 & 4220		5495 SF	157		

GENERAL NOTES:
These drawings have a local state and federal copyright. Juan Contin, Architect, and are property of the. They are not to be used on other projects or extension of this project except by written agreements with Juan Contin, Architect. No design changes which alter the intent of the drawings or specifications are to be made without obtaining written permission from Juan Contin, Architect.

CONTIN
ARCHITECTURE + DESIGN

REGISTERED ARCHITECT:
JUAN CRISTOBAL CONTIN
FL LICENSE # AR94935
826 S. FEDERAL HIGHWAY
LAKE WORTH, FL 33460

STATE OF FLORIDA
JUAN CRISTOBAL CONTIN
AR94935
REGISTERED ARCHITECT

CLIENT:
The Extraordinary Kids Foundation Inc.

PROJECT TITLE:
4218 & 4220 Lake Worth Road

PROJECT ADDRESS:
4218-4220 Lake Worth Road,
Lake Worth, FL 33461

DATE: 9/21/2022 11:11:54 AM
ISSUED: ISSUED

DRAWN BY: BB
CHECKED BY: JC

REVISIONS:
1 09-21-2022

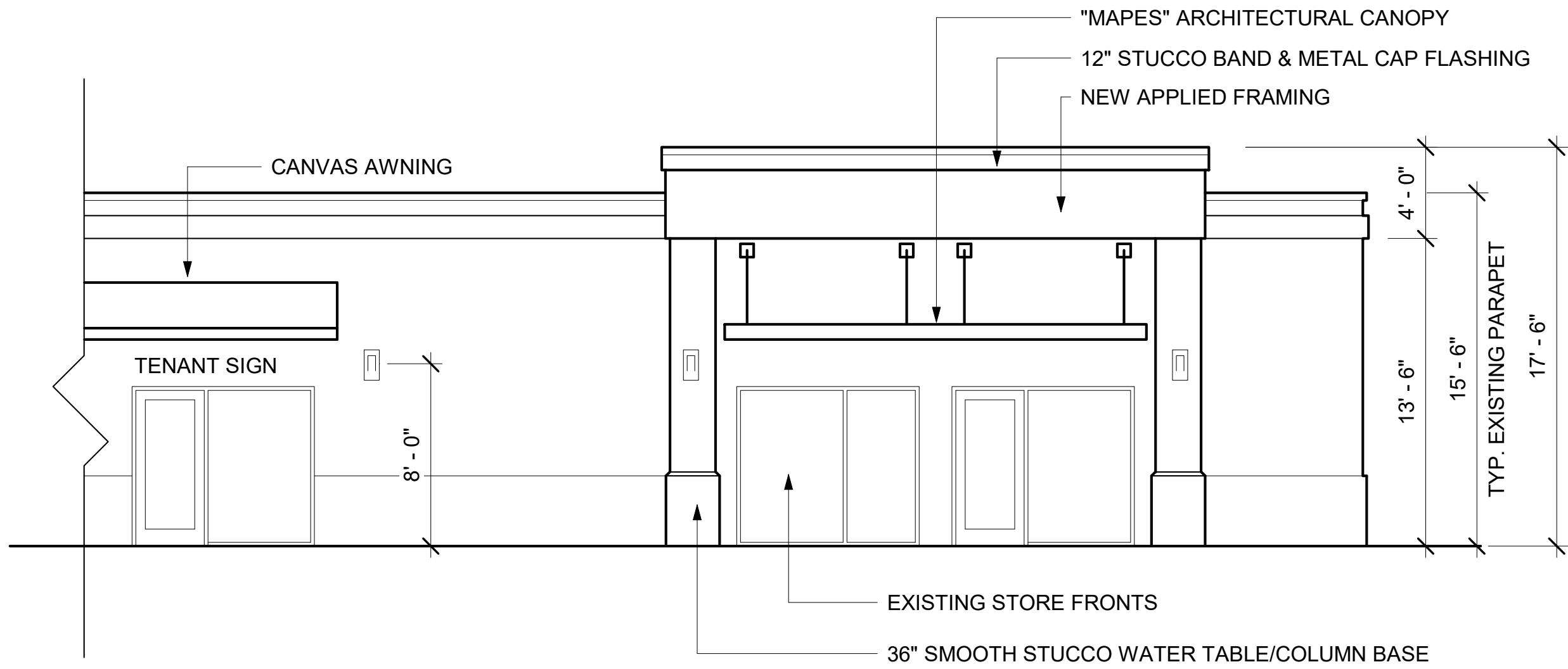
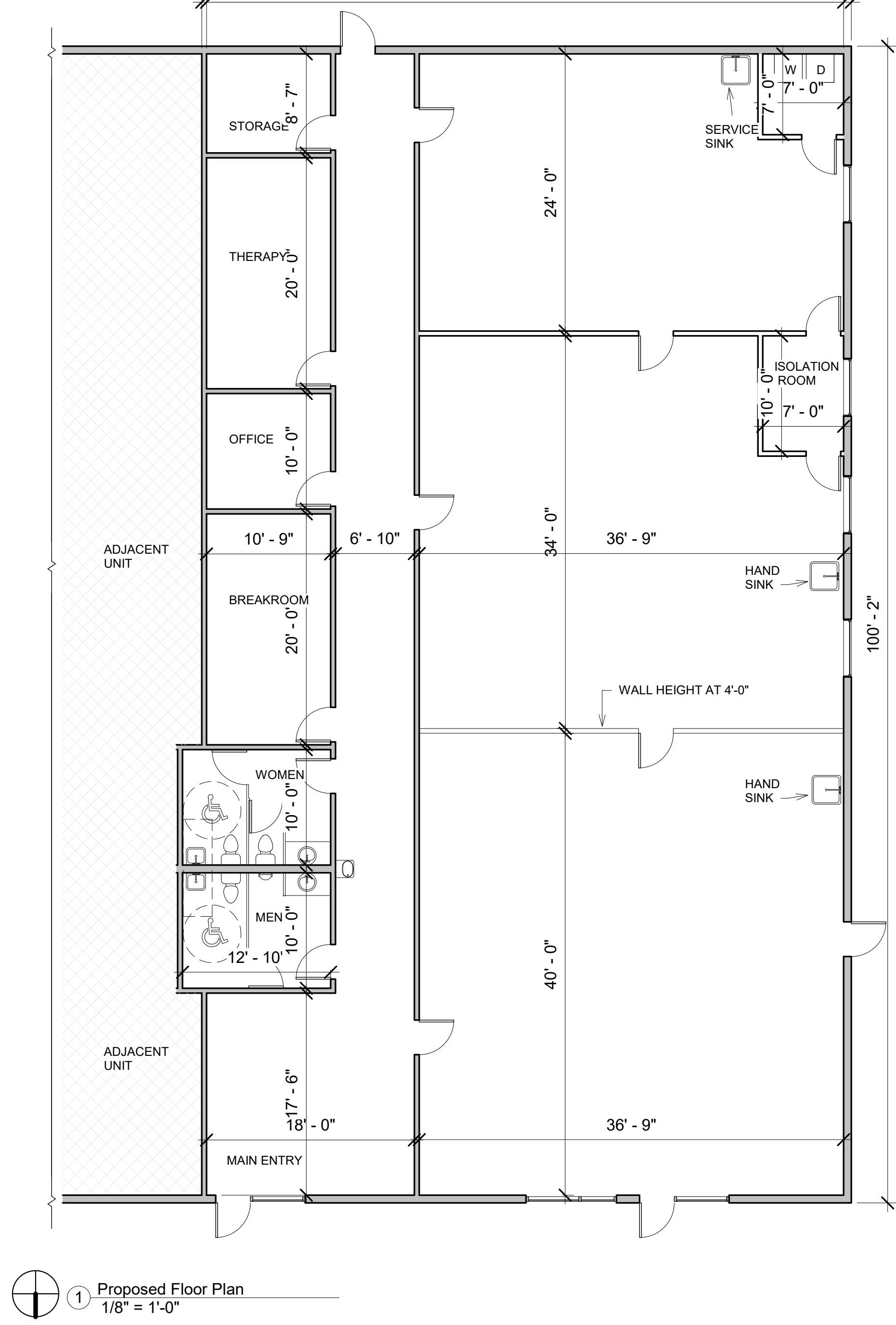
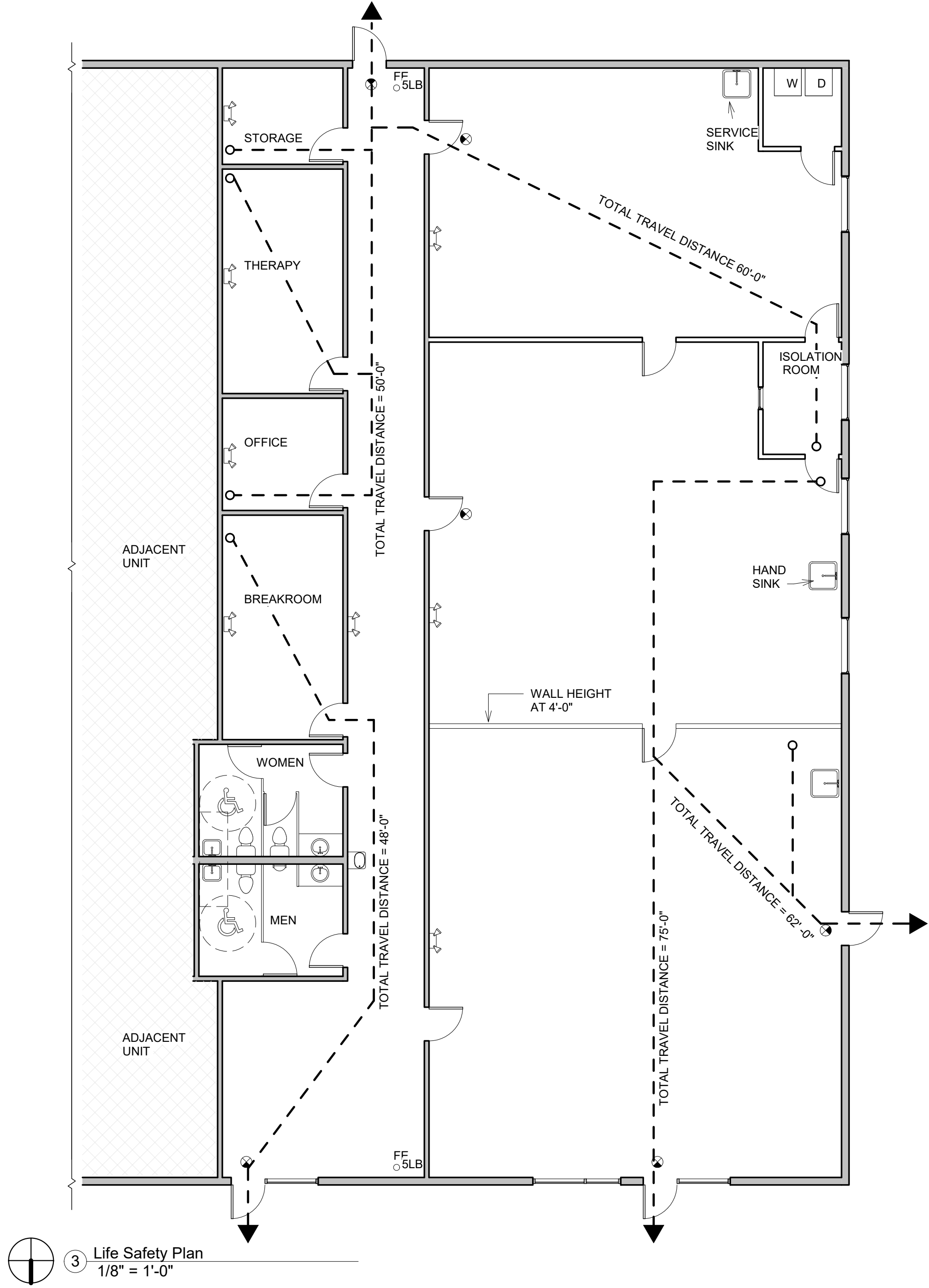
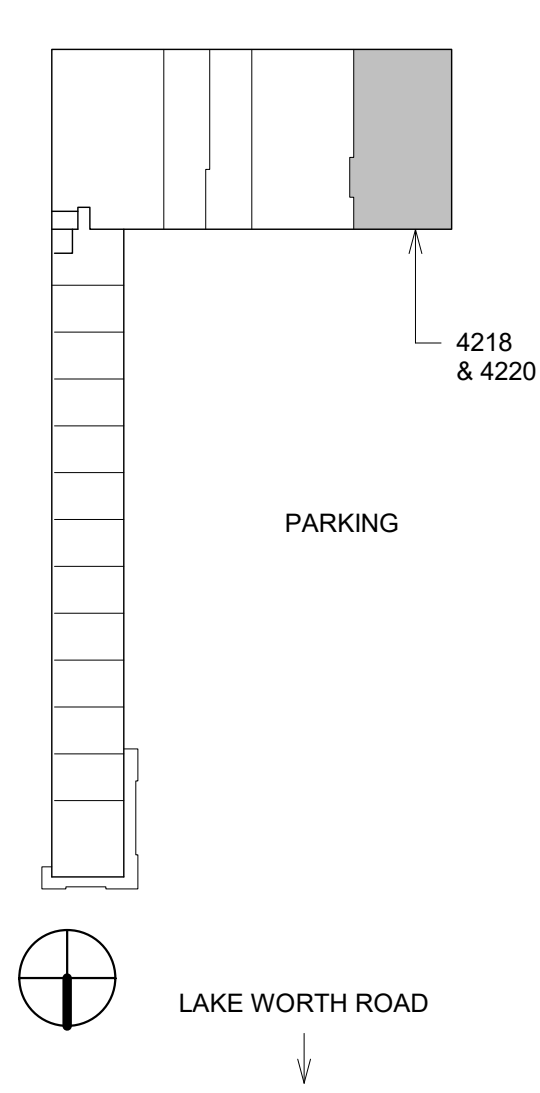
SCALE/NORTH POINT:
AS SHOWN

DRAWING TITLE
Site Plan

DRAWING STATUS:

DRAWING NUMBER:
A101

CODE INFORMATION			
APPLICABLE CODES			
NFPA 101 (2021) FLORIDA BUILDING CODE 7TH ED., (2020) FLORIDA BUILDING CODE 7TH ED., (2020) PLUMBING			
AGENCY HAVING JURISDICTION			
PALM SPRINGS, FL			
EXIT ACCESS TRAVEL DISTANCE (FBC, TABLE 1017.2)			
SUB-OCCUPANCY	W/O SPRINKLER 200	W/ SPRINKLER 250	
EDUCATIONAL GROUP E			
CODE ANALYSIS		EDUCATIONAL GROUP E (DAY CARE) FBC SEC. 305.2	
OCCUPANCY CLASSIFICATION:			
OCCUPANCY LOAD (FBC, TABLE 1004.5)			
ALLOWABLE OCCUPANCY BASED ON AREA	DAY CARE	35 NET SF/OCCUPANT	
SQUARE FOOTAGES:		NUMBER OF OCCUPANTS	
UNIT 4218 & 4220		5495 SF 157	
REQUIRED PLUMBING FIXTURES (FBC PLUMBING TABLE 403.1)			
EDUCATIONAL GROUP E WATER CLOSETS: 1/50 REQUIRED: 3.14 (OCCUPANT LOAD OF 157) PROVIDED: 3 + 1 URINAL LAVATORIES: 1/50 REQUIRED: 3.14 (OCCUPANT LOAD OF 157) PROVIDED: 4 DRINKING FOUNTAINS: 1/100 REQUIRED: 1 PROVIDED: 1 SERVICE SINK REQUIRED: 1 PROVIDED: 1			
REQUIRED SEPARATION OF OCCUPANCIES			
SEPARATION HOURS PER FBC TABLE 508.4 EDUCATIONAL GROUP E / BUSINESS GROUP B SPRINKLERED BUILDING 1 HR. FIRE RATING			
CONSTRUCTION TYPE			
TYPE II-B CONSTRUCTION FIRE SPRINKLERED ONE STORY BUILDING			
PARKING REQUIREMENTS			
OVERALL SHOPPING PLAZA 1/200 SQ FT. 40,240 SQ. FT. = REQUIRED SPACES = 202 PROVIDED SPACES = 237		HANDICAPPED SPACES = 13 REGULAR SPACES = 224 DEDICATED DROP OFF SPACES = 8	
UNIT 4218 & 4220 - CHILD CARE FACILITY 1/200 SQ FT. 5,495 SQ. FT. REQUIRED SPACES = 27.5 PROVIDED SPACES = 237			
WALL TYPES			
	EXISTING WALLS TO REMAIN		
	PROPOSED WALLS		

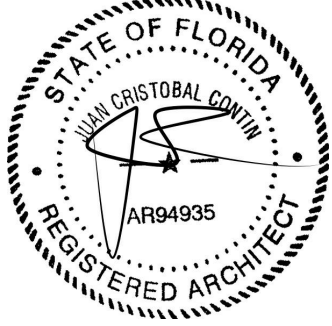


② Elevation
3/16" = 1'-0" NOTE: ALL EXTERIOR IMPROVEMENTS UNDER SEPARATE PERMIT FOR OVERALL PLAZA

GENERAL NOTES:
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REGISTERED ARCHITECT:
JUAN CRISTOBAL CONTIN
FL. LICENSE # AR94935
826 S. FEDERAL HIGHWAY
LAKE WORTH, FL 33460



CLIENT:
The Extraordinary Kids Foundation Inc.

PROJECT TITLE:
4218 S.4220 Lake Worth Road

PROJECT ADDRESS:
4218-4220 Lake Worth Road,
Lake Worth, FL 33461

DATE: 9/21/2022 11:12:00 AM
ISSUED: ISSUED
DRAWN BY: BB
CHECKED BY: JC

REVISIONS:	
1	09-21-2022

SCALE/NORTH POINT:
AS SHOWN

DRAWING TITLE
Proposed Floor Plan &
Life Safety Plan

DRAWING STATUS:

DRAWING NUMBER:
A102

The Extraordinary Kids Foundation, Inc
4218/4220 Lake Worth Rd
Lake Worth, FL 33461

**Re: The Extraordinary Kids Foundation
4220 Lake Worth Rd (Palm Springs)
Traffic Concurrency
PCN 70-42-44-25-00-000-1030**

JFO Group Inc. has been retained to evaluate a traffic impact analysis to determine compliance with City of Palm Springs standards as required by the application to make interior improvements on 5,495 SF that will be converted to 5,495 SF of Prescribed Pediatric Extended Care uses that will operate as The Extraordinary Kids Foundation, a Conditional Use in the Village of Palm Springs.

The site is located on the south side of Lake Worth Road, ± 0.30 miles east of Military Trail in the City of Palm Springs, Florida. Figure 1 shows the project location in relation to the transportation network. Parcel Control Number associated with this project is 70-42-44-25-00-000-1030. A copy of the property appraiser information for the site is included as Exhibit 1. According to the Property Appraiser, the subject site was built in 1985 and it consists of 40,240 SF of General Commercial uses.

Exhibit 2 includes a copy of the proposed site plan showing the location of the proposed interior renovations within the context of the existing shopping center.

According to provisions in Article 12 of the PBC ULDC – Section 3.B, if a structure or building has not been discontinued or abandoned for five (5) or more years prior to the time of the application, then the project is eligible for an existing use credit against project traffic. Exhibit 3 includes a 2017 aerial of the subject site.



Figure 1 : Project Location

Project trip generation rates used for this analysis were based on *PBC Trip Generation Rates* dated July 25, 2022. Exhibit 4 includes a copy of the PBC trip generation rates. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions while Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the existing and proposed development. According to Table 2, the proposed changes will not generate additional traffic.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily Trip Gen.	Pass-By %	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Shop Plaza (40-150ksf) w/out Sup Market	821	67.52	39%	62%	38%	1.73	49%	51%	5.19

Table 2: Trip Generation

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
EXISTING/VESTED DEVELOPMENT								
Shop Plaza (40-150ksf)	40,240 SF	2,717	43	27	70	102	107	209
Pass-By	39%	1,060	17	10	27	40	42	82
Net Existing Traffic		1,657	26	17	43	62	65	127
PROPOSED DEVELOPMENT								
Shop Plaza (40-150ksf)	40,240 SF	2,717	43	27	70	102	107	209
Pass-By	39%	1,060	17	10	27	40	42	82
Net Proposed Traffic		1,657	26	17	43	62	65	127
Net Traffic		-	-	-	-	-	-	-

Lake Worth Road (SR-802) in front of the site is a state road with a 40-mph posted speed limit. According to the Florida Department of Transportation Access Management Guidebook, a right-turn lane is required at each driveway where the number of right turns per hour is between 80 and 125. The lower threshold of 80 right-turn vehicles per hour would be most used for higher volume (greater than 600 vehicles per hour, per lane in one direction on the major roadway) or two-lane roads where lateral movement is restricted. The 125 right-turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with a large entry radius (50 feet or greater). Similarly, the proposed changes to the subject site will not exceed the Significant Change thresholds as defined in Section 335.182, F.S. Therefore, the proposed changes are exempt from Access Management Standards where additional turn lanes are not required at the project driveway.

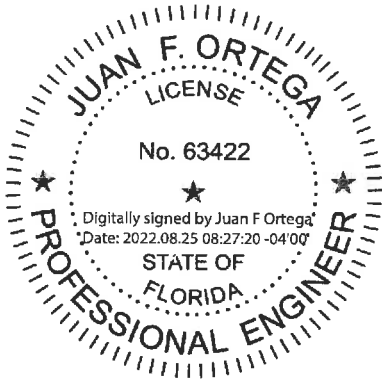


Figure 2: Project Driveway Volumes

The proposed changes to the subject site have been evaluated following *PBC TPS - Article 12 of the PBC ULDC*. This analysis shows that the proposed request to allow interior renovations on ±5,495 SF to accommodate a Conditional Use (Prescribed Pediatric Extended Care) will not generate additional traffic. Therefore, the proposed development will be in compliance with *PBC TPS - Article 12 of the PBC ULDC*. Project build-out for the interior improvements is expected in the year 2023.

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures: Exhibit 1: Property Appraiser Information
 Exhibit 2: Proposed Site Plan
 Exhibit 3: 2017 Aerial
 Exhibit 4: PBC Trip Generation Rates

Property Detail

Location Address 4236 LAKE WORTH RD
Municipality PALM SPRINGS
Parcel Control Number 70-42-44-25-00-000-1030
Subdivision
Official Records Book 31552 Page 238
Sale Date JUL-2020
Legal Description 25-44-42, W 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 (LESS N 60 FT SR 802 R/W & W 30 FT RD R/W)

Owner Information

Owners	Mailing address
MAMPG LLC	400 POST AVE STE 303 WESTBURY NY 11590 2226

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2020	\$0	31552 / 00238	CERT OF TITLE	MAMPG LLC
APR-2019	\$2,800,200	30559 / 00047	CERT OF TITLE	MAMPG LLC
SEP-2018	\$10	30124 / 01561	WARRANTY DEED	KB INVESTMENT PROPERTY LLC
NOV-2014	\$2,800,000	27181 / 01025	WARRANTY DEED	KB INVESTMENT PROPERTY LLC
NOV-2013	\$1,200,000	26452 / 01228	CERT OF TITLE	WPB INVESTORS LLC
JUN-2006	\$3,365,000	20472 / 01791	WARRANTY DEED	DIWATCH INTERNATIONAL CONSULTANTS INC
FEB-1993	\$675,000	07596 / 01424	WARRANTY DEED	
FEB-1987	\$1,590,200	05167 / 01683	CERT OF TITLE	
SEP-1984	\$490,000	04364 / 01256	WARRANTY DEED	
MAY-1982	\$100	03742 / 00197	WARRANTY DEED	

Exemption Information

No Exemption information available

Property Information

Number of Units 0
*Total Square Feet 40240
Acres 4.25
Use Code 1100 - STORES
Zoning CG - Commercial General (70-PALM SPRINGS)

Appraisals

Tax Year	2021	2020	2019
Improvement Value	\$1,146,450	\$0	\$0
Land Value	\$1,481,032	\$0	\$0
Total Market Value	\$2,627,482	\$2,650,000	\$2,650,000

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	\$2,627,482	\$2,650,000	\$2,650,000
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$2,627,482	\$2,650,000	\$2,650,000

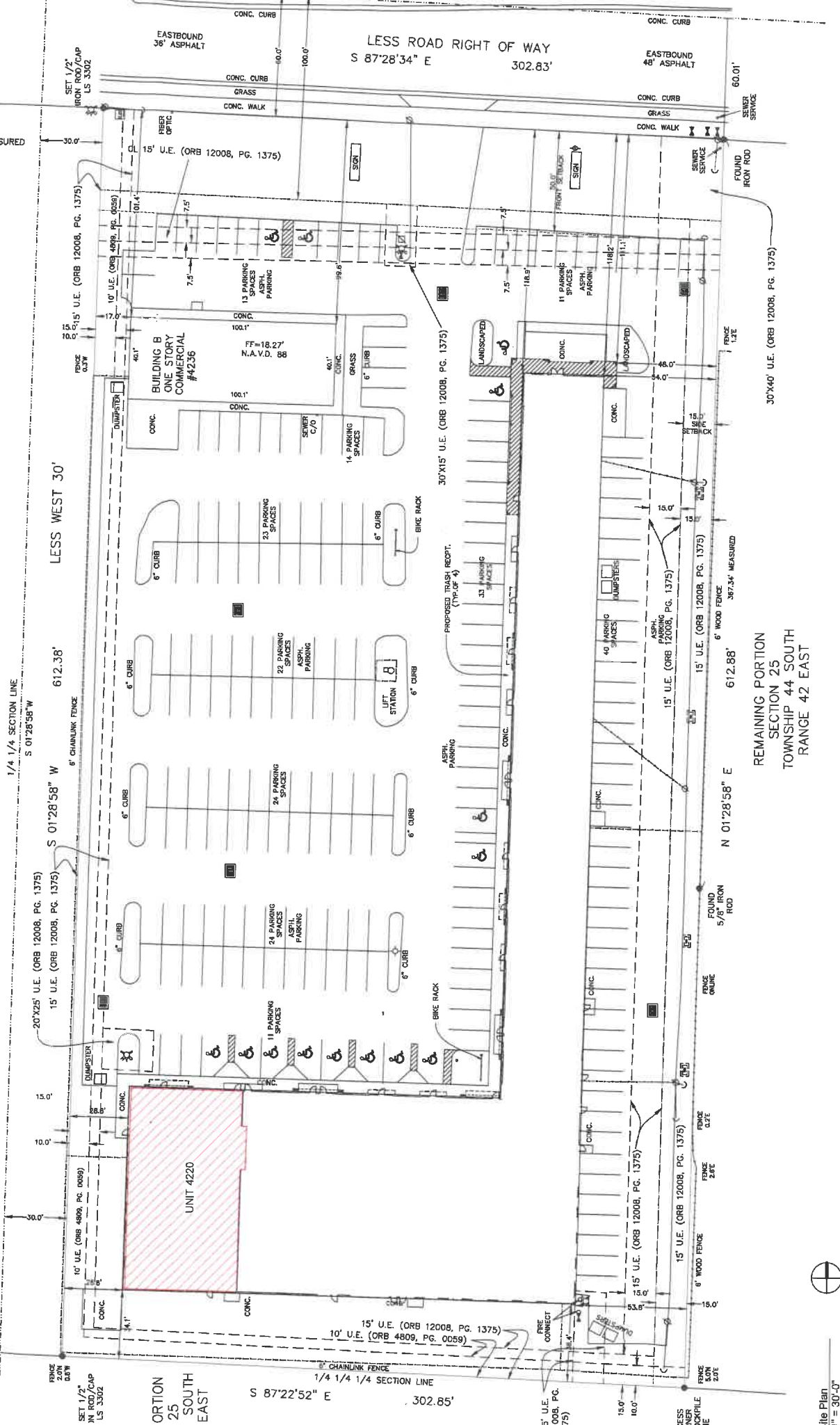
Taxes

Tax Year	2021	2020	2019
Ad Valorem	\$54,089	\$55,030	\$55,665
Non Ad Valorem	\$8,334	\$8,133	\$8,415
Total tax	\$62,423	\$63,163	\$64,080

12' MEASURED

TOWNSHIP 44 SOUTH
RANGE 42 EAST

SECTION 25
SOUTH
EAST



CODE INFORMATION		REQUIRED SEPARATION OF OCCUPANCIES	
APPLICABLE CODES		SEPARATION REQUIRED PER IBC TABLE 508.4	
NFPA 101 (2021)		EDUCATIONAL GROUP E	
FLORIDA BUILDING CODE 7TH ED., (2020)		SPRINKLERED BUILDING	
FLORIDA BUILDING CODE 7TH ED., (2020) PLUMBING		1 HR. FIRE RATING	
AGENCY HAVING JURISDICTION		CONSTRUCTION TYPE	
PALM SPRINGS, FL		TYPE IIB CONSTRUCTION	
EXIT ACCESS TRAVEL DISTANCE (IBC, TABLE 1017.2)		TYPE IIB CONSTRUCTION	
SUB-OCCUPANCY		PARKING REQUIREMENTS	
W/O SPRINKLER		OVERALL SHOPPING PLAZA	
EDUCATIONAL GROUP E			
CODE ANALYSIS			



Site Plan
1" = 30'-0"



Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Retail	Nursery (Garden Center)	817	Acre	108.1	0%	50/50	2.82	50/50	8.06
	Nursery (Wholesale)	818	Acre	19.50	0%	50/50	0.23	50/50	0.36
	Landscape Services	PBC	Acre ^c	121.70	0%	40/60	34.4	58/42	15.1
	Shop Center (>150ksf)	820	1000 S.F.	37.01	24%	62/38	0.84	48/52	3.4
	Shop Plaza (40-150ksf) w/Sup Market	821	1000 S.F.	94.49	39%	62/38	3.53	48/52	9.03
	Shop Plaza (40-150ksf) w/out Sup Market	821	1000 S.F.	67.52	39%	62/38	1.73	49/51	5.19
	Strip Retail Plaza (<40ksf)	822	1000 S.F.	54.45	63%	60/40	2.36	50/50	6.59
	Automobile Sales (New)	840	1000 S.F.	27.84	15%	73/27	1.86	40/60	2.42
	Automobile Parts Sales	843	1000 S.F.	54.57	28%	55/45	2.51	48/52	4.9
	Tire Store	848	1000 S.F.	27.69	28%	64/36	2.61	43/57	3.75
	Supermarket	850	1000 S.F.	93.84	36%	59/41	2.86	50/50	8.95
	Pharmacy + DT	881	1000 S.F.	108.40	50%	52/48	3.74	50/50	10.25
Services	Drive-In Bank	912	1000 S.F.	100.35	47%	58/42	9.95	50/50	21.01
	Fine Dining Restaurant	931	1000 S.F.	83.84	44%	50/50	0.73	67/33	7.8
	High Turnover Sit-Down Rest.	932	1000 S.F.	107.2	43%	55/45	9.57	61/39	9.05
	Fast Food Restaurant w/o DT	933	1000 S.F.	450.49	45%	58/42	43.18	50/50	33.21
	Fast Food Restaurant + DT	934	1000 S.F.	467.48	49%	51/49	44.61	52/48	33.03
	Coffee/Donut Shop w/o DT	936	1000 S.F.	441.88 ^d	45%	51/49	93.08	50/50	32.29
	Coffee/Donut Shop + DT	937	1000 S.F.	533.57	49%	51/49	85.88	50/50	38.99
	Coffee/Donut Shop + DT w/No Seat	938	DT Lanes	179	49%	50/50	39.81	50/50	15.08
	Gas Station w/Convenience Store ^e	FDOT	FP, 1000 S.F.	14.3*PM Trips	61%	50/50	Note f	50/50	12.3*FP+15.5*(X)
	Carwash (Automated) ^g	PBC	Lane	166.00	0%	50/50	11.97	50/50	13.65

Footnotes

- a) Based on Daily to AM peak ratio for LUC 532 (Private School (K-12))
- b) Weekend peak hour rate = 10.36 per 1,000 s.f. with a 48/52 directional split
- c) Landscape Services acreage consists of overnight vehicle and equipment storage as well as areas (covered or uncovered) for chemicals, fertilizers, landscape materials (excluding plants) and other items needed for day-to-day operations. Not included are drive aisles, customer/employee parking, structures shared by nursery and landscape services, facilities that solely serve the onsite landscape activities or any nursery growing areas.
- d) Based on Daily to PM ratio for ITE Code 937 (Coffee Donut Shop + DT)
- e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Article 12, should be applied to estimate the net trips.
- f) Use PM rates
- g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.
- h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

8/29/2022

Good morning Iramis,

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



**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

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

September 9, 2022

Dr. Juan F. Ortega, PE
JFO Group Inc.
6671 W Indiantown Road, Suite 50-324
Jupiter, FL 33458

**RE: The Extraordinary Kids Foundation
Project #: 220818
Traffic Performance Standards (TPS) Review**

Dear Dr. Ortega:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated August 25, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	South side of Lake Worth Road, about 0.26 miles east of Military Trail
PCN:	70-42-44-25-00-000-1030
Access:	As existing (one right-in/right-out access driveway connection onto Lake Worth Road) <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	General Commercial = 40,240 SF
Proposed Uses:	Repurpose 5,495 SF of existing retail space for Prescribed Pediatric Extended Care uses
New Daily Trips:	0
New Peak Hour Trips:	0 AM; 0 PM
Build-out:	December 31, 2023

Based on our review, the Traffic Division has determined that the proposed project will not generate additional trips; therefore, the project **meets** the TPS of Palm Beach County.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

*"An Equal Opportunity
Affirmative Action Employer"*



Dr. Juan F. Ortega, PE
September 9, 2022
Page 2

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hanane Akif".

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:cw

cc:

Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\H\MUNICIPALITIES\APPROVALS\2022\220818 - THE EXTRAORDINARY KIDS FOUNDATION.DOCX

Project Name: The Extraordinary Kids Foundation, Inc
4218-4220 Lake Worth Road
Palm Springs, FL 33461

Narrative

This project is for a location of a Prescribed Pediatric Extended Care (P.P.E.C.) Center. The shopping center is a Commercial General Zone. The Commercial General zone allows for this use with a Special Exception.

We are requesting a Special Exception to allow for us as a Prescribed Pediatric Extended Care Center that services special needs children.

The center will serve children from Birth to age 21 with medical conditions that require nursing care. Examples of types of conditions served are Down Syndrome, Respiratory Illness, Autism, Cerebral Palsy.

The center will serve up to 60 children at a time. The center is open Monday to Friday from 7am to 7pm. The center will have staff that consists of Registered Nurse, Licensed Practical nurse, and Care Aides.

SECTION 9

1. The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan. The use will not have a major impact on the village's comprehensive plan.
2. The proposed special exception use is consistent with the Planning, Building, & Zoning and zoning regulations and all other portions of this code. The use does not have a major impact on the land development and zoning regulations.
3. The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function, hours of operation, type and amount of traffic to be generated; building location, mass, height, and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.

The center hours will be Monday to Friday 7am to 7pm. There should not be any significant impact to traffic.

4. The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

There is no other similar centers in the immediate area. As of our knowledge there is only 1 other Prescribed Pediatric Extended Care Center in Palm Springs.

5. The proposed special exception use does not have a detrimental impact on surrounding properties based on.
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
 - b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
 - c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

The Number of people, using and working at the property is consistent with the use of a Shopping Center. There is no known detrimental impact on surrounding properties based on traffic, noise, odor, visual or other potential nuisance factors.

6. That the proposed special exception use:
 - a. Does not significantly reduce light and air to adjacent properties.
 - b. Does not adversely affect property values in adjacent areas.
 - c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
 - d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
 - e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

The P.P.E.C. Center does not have any input to the general property since it has already been developed. There is no significant effect on the Light and/or Air quality to the adjacent properties. There is no effect to Parks, Recreation, Open Space or other Pedestrian activities.

7. The proposed use would enhance and/or promote redevelopment of the village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

This use should not have a major impact on the village redevelopment objectives. The proposed use will create jobs in the clinical sector for employees such as nurses and therapists as well as non-clinical aide positions. The center will provide access to quality care for the special needs population of Palm Springs.

**Re: The Extraordinary Kids Foundation
Site Plan Amendment/Special Exception
4218, 4220 Lake Worth Rd. Lake Worth Fl, 33461**

REQUEST FOR VARIANCE

The Extraordinary Kids Foundation is seeking a variance from Section 34-VII which outlines the supplemental regulations for a Child Care Facility to eliminate the minimum outdoor play area. The use of the leased premises will be as a Prescribed Pediatric Extended Care Center, known by the acronym PPEC. A PPEC is licensed by Agency for Health Care Administration [AHCA]. Traditional child care facilities are licensed by the Department of Children and Family Services. A doctor's prescription is required to attend a PPEC. The attendees must meet specific medical requirements to attend. In most jurisdictions, a PPEC is approved as a medical center; however, the Palm Springs Code defines a child care center as, "an establishment which provides care or instruction for more than five children, operated on a regular basis and which is consistent with all other provisions of state law." While a PPEC meets this definition, the actual operation of the facility does not need to satisfy Section 34-1022 (5) of the Palm Springs Land Development Code Section 34-VII.

Section 34-1022 (5) Outdoor play area requires a minimum outdoor play area. The medical conditions of the patients that attend a PPEC do not warrant a typical child care outdoor play area. Moreover, AHCA does not require a PPEC to have any outdoor play area. We are requesting a variance to eliminate this requirement.

1. *"Special Condition and circumstances exist that are peculiar to the parcel of land, building or structure, that are not applicable to other parcel of land, structures or buildings in the same zoning district."*

Yes. The applicant is seeking the special exception for a child care center notwithstanding the fact that it does not operate as a child care center or hold itself out to the public to be a child care center. No state regulations require a PPEC to provide its patients with an outdoor play area regardless of the location of the PPEC. The other licensed PPECs in Palm Beach County do not have an outdoor play area.

2. *"Special Circumstances and conditions do not result from the actions of the Applicant."*

Yes. There is no State Statute or regulation promulgated by any State Regulatory Agency that requires a PPEC provide an outdoor play area. A PPEC is not required under any State law to adhere to standards as a child care center other than the requirement that it meet fire safety codes of a non-resident child care facility. Even though it is not required the center will have an indoor play area with soft play mats within the building.

3. *"Granting the variance shall not confer upon the Applicant special privilege(s) denied by the comprehensive plan and the code to other parcels of land, building, or structure, in the same district."*

Yes. The unique nature of the PPEC use is not specifically addressed in the Code. It is regulated by the Agency for Health Care Administration (AHCA) which has not generated any regulation requiring an outdoor play area be provided for the patients. Approving the variance will not confer any special privilege on the Applicant since the provision of an outdoor play area is not required for this use.

4. *“Literal interpretation and enforcement of the terms and provisions of this code would deprive the Applicant of rights commonly enjoyed by other parcels of land in the same district, and would work an unnecessary and undue hardship.”*

Yes. If the Applicant is required to provide an outdoor play area, as required by the code, it will impose a requirement on this PPEC that is not required by any other PPEC in Florida. The expense to construct an outdoor play area that will not be used by the patients will be an unnecessary and undue hardship on the Applicant.

5. *“Granting the variance is the minimum required to make reasonable use of the parcel of land, building or structure.”*

Yes. Granting the variance is the minimum that will enable the Applicant to provide a medical service to a population that is underserved in Palm Beach County.

6. *“Granting of the variance will be in harmony with the general intent and purpose of this chapter.”*

Yes. One purpose of the Code is to control and regulate development in the Village by concentrating development in areas where adequate community facilities and services can be provided. Granting this variance will allow additional medical services to be provided to an underserved segment of the population.

7. *“Granting of the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.”*

Yes. Granting this variance will not be injurious to the area nor a detriment to the public welfare. In fact, it will be a great benefit to community by providing medical care to needy children and allow their parents to work outside of the home. It will also bring jobs to the area.

Section 14

Consistency with Palm Springs CRA Community Redevelopment Plan

The Community Redevelopment Plan has 5 key goals. The Day Care will not have any major effect on utilities, infrastructure, workforce housing, and the overall partnership with Palm Beach County.

The Day Care Center will be beneficial for Economic Growth for Palm Springs by providing jobs for its residents. The center employs staff in various capacities from entry level to clinical positions. The center will also provide quality care for special needs residents from birth to age 21 as well as support and resources for the parents of these individuals.

5 Key Goals established in the CRA Plan

- I. Improving Utilities and Infrastructure

Not Applicable

- II. Expanding Job Development and Economic Growth

The center will provide quality jobs with Medical and other benefits for the residents of Palm Springs.

- III. Enhancing Public Safety

Not Applicable

- IV. Increasing and Maintaining Work Force Housing

Not Applicable

- V. Advancing the Partnership with Palm Beach County

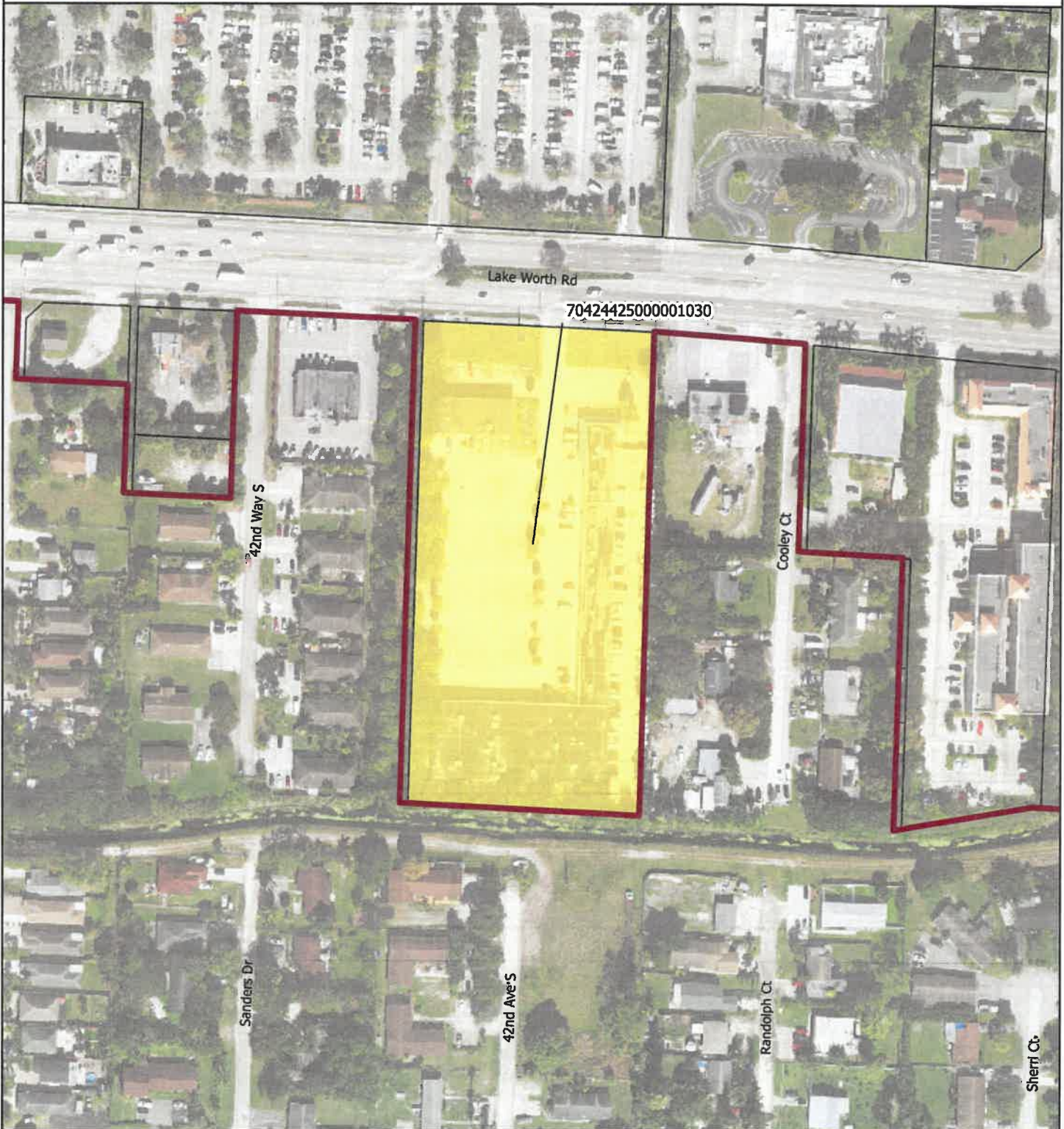
Not Applicable

The tenant is consistent with the Economic Development Strategic Plan for Palm Springs Community Redevelopment Agency which is built upon key economic development drivers which contribute to advancing economic growth, improving quality of life and building wealth.



VILLAGE OF PALM SPRINGS

Extraordinary Kids Foundation



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 9/23/2022

When Printed on 8 1/2" x 11"
1 inch equals 200 feet

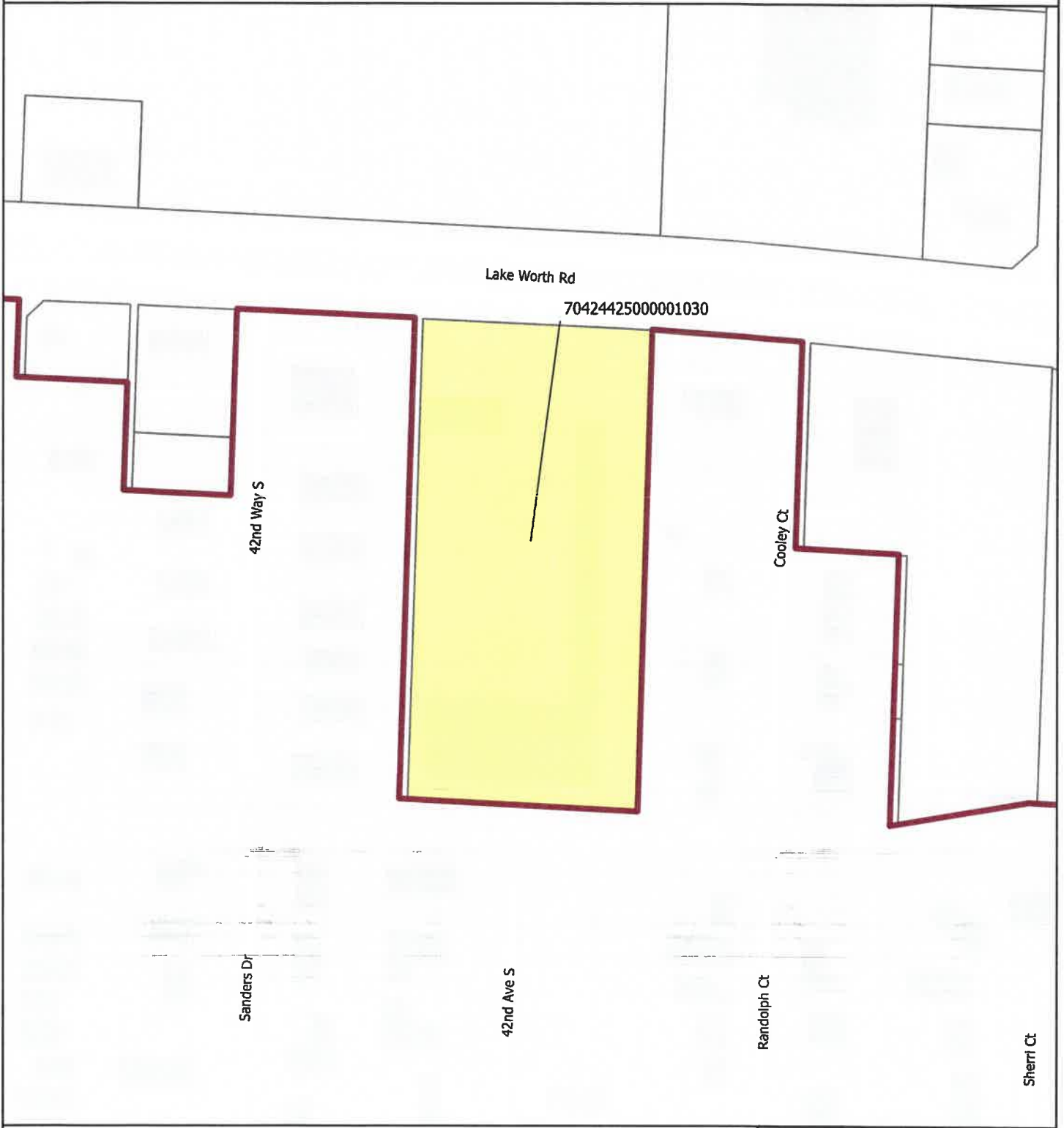


 Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Extraordinary Kids Foundation



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 9/23/2022

When Printed on 8 1/2" x 11"

1 inch equals 200 feet

0 250 Feet

 Florida Technical Consultants



Village of Palm Springs

Staff Report

AGENDA DATE: November 10, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM
#28:

Ordinance No. 2022-12 - Land Use Amendment and Rezoning (Small-Scale) - Oxygen Development

SUMMARY: Mr. Marty Minor from Urban Design Studio, agent for Oxygen Holdings, LLC. ("Applicant"), is requesting a Small-Scale land use plan amendment and rezoning on 17.74 acres (comprised of eleven parcels) to facilitate an industrial development project.

The proposed small-scale land use change would be from Commercial and Medium Density Residential to Light Industrial, concurrent with Rezoning from Commercial General (CG) and Residential Multiple-Family (RM) to Light Industrial (LI). The combined properties are less than 50 acres in size (17.74 acres total) and are planned for a mix of manufacturing and warehouse use.

The applicant is concurrently requesting Site Plan approval to allow a 150,780 square foot warehouse in addition to the 211,363 square foot existing warehouse-manufacturing building. The proposed site plan is presented (within this item) for informational purposes only (no action is required at this time).

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use map and rezoning amendments are approved on the 2nd and final reading, and the proposed Site Plan will be presented for consideration at a future date.

Ordinance No. 2022-12 was advertised in the Lake Worth Herald on September 29, 2022, and October 27, 2022.

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

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

The Planning and Zoning Board considered this application during their October 11, 2022 meeting and recommended approval.

The Local Planning Agency (LPA) will consider this item during their November 10, 2022 meeting.

If approved on the 1st reading, the proposed ordinance will be considered for the 2nd and final reading by the Village Council at a future date.

FISCAL IMPACT:

The proposed land use and zoning amendments are not expected to provide a direct fiscal impact on the Village; however, it would facilitate development that will increase the Village's property valuation.

ATTACHMENTS:

1. Ordinance No. 2022-12 - Small Scale Land Use Amendment and Rezoning - Oxygen Development
2. EXHIBIT 'A' - Eleven Parcels - Parcel Control Numbers and Addresses
3. Oxygen Development - Project Narrative
4. Proposed Site Plan (informational only)
5. Aerial Map, Location Map, Proposed FLU and Zoning Maps

ORDINANCE NO. 2022-12

(SMALL SCALE LAND USE AMENDMENT & REZONING)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE “SMALL SCALE” COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR 17.74 ACRES (COMPRISED OF ELEVEN PARCELS) TO ALLOW FOR A MIX OF MANUFACTURING AND WAREHOUSE USE AND PLANNED FOR “LIGHT INDUSTRIAL”, SEE EXHIBIT “A” FOR LOCATIONS, AND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO, FROM A FUTURE LAND USE DESIGNATION OF “COMMERCIAL GENERAL (CG) AND RESIDENTIAL MULTIPLE-FAMILY (RM)” TO A FUTURE LAND USE DESIGNATION OF “LIGHT INDUSTRIAL (LI)”; FURTHER CHANGING THE ZONING DESIGNATION FROM “COMMERCIAL GENERAL (CG)” DISTRICT TO PROVIDE FOR A ZONING DESIGNATION OF “LIGHT INDUSTRIAL (LI)” DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has determined the need to amend the land use and zoning designations for a parcel less than 50 acres in size (17.74 acres) that is currently vacant, and is currently proposed for “Light Industrial (LI)”, use located at west of Congress Avenue and North of Forest Hill Boulevard; and

WHEREAS, the Village will initiate the small-scale land use and zoning changes from the existing Village of Palm Springs designations. The subject property is less than 50 acres in size; and

WHEREAS, the Village has adopted a Comprehensive Plan pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”); and

WHEREAS, the Village Council, sitting as the Village’s Local Planning Agency (the “LPA”) will consider this item on November 10, 2022, and their recommendation will be provided to the Council prior to consideration; and

WHEREAS, the Village Council has considered the request of Village Staff for small-scale land use amendments and re-zoning designation; and

WHEREAS, the Village Council has determined that granting the request for land use amendment and rezoning serves a valid public purpose and is consistent with the goals, policies, and objectives of the Village Comprehensive Plan .

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

Section 1. Findings. The Village Council finds the above statements are true and correct and serve as a basis for consideration of this ordinance.

Section 2. Future Land Use. The Future Land Use designation in the Village's Comprehensive Land Use Plan for the lands described herein, as more particularly designated in "**Exhibit A**" shall be established as "Light Industrial (LI)" land uses.

Section 3. Zoning. Concurrent with said small-scale land use amendment, the Land Development (Zoning) District designation on the official Village of Palm Springs Zoning Map shall be established as "Light Industrial (LI)", more particularly designated in **Exhibit "A"**, subject to the approval and appeal period stated in Section 2, above.

Section 4. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith cause the designation of the zoning of the property described in the attached "**Exhibit A**", as set forth in Section 3 of this Ordinance, on the official Village of Palm Springs Zoning Map.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective 31 days after adoption, or, if timely appealed, when the state land planning agency or Administration Commission issues an order finding compliance as provided by section 163.3187(5), Florida Statutes.

Council Member offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member

_____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
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, this _____ day of _____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

EXHIBIT “A”

The 17.74 acres combined parcels are located as follows:

PCN	Existing FLU	Proposed FLU	Existing Zoning	Proposed Zoning
70-43-44-07-37-006-0000 70-43-44-07-37-012-0000 70-43-44-07-37-007-0000 70-43-44-07-37-008-0000	Light Industrial	Light Industrial	Commercial General (CG)	Light Industrial (LI)
70-43-44-07-00-000-5101 70-43-44-07-00-000-5100 70-43-44-07-00-000-5110 70-43-44-07-04-000-0060 70-43-44-07-04-000-0050 70-43-44-07-04-000-0070 70-43-44-07-04-000-0040	Medium Density Residential		Residential Multiple-Family (RM)	

PROJECT NARRATIVE

OXYGEN DEVELOPMENT EXPANSION FUTURE LAND USE PLAN AMENDMENT AND REZONING

October 28, 2022



Urban Planning and Design
Landscape Architecture
Communication Graphics

Request

Please accept this request by the Applicant and property owner, Oxygen Holdings, Inc., for a Future Land Use Amendment and Rezoning of 17.74 acres of land, including the existing Oxygen Development building, to the Light Industrial land use and zoning designation to facilitate the development of a warehouse on the subject site.

Currently, Oxygen Development leases warehouse space off-site and would like to bring that use to their existing campus in the Village. To achieve this desired expansion, the Applicant is requesting development applications for a Future Land Use Plan amendment and rezoning applications to change the designations for the subject site from Commercial and Medium Density Residential land uses and Commercial and RM (Residential Multi-family) zoning districts to a consistent Light Industrial future land use and zoning designations.

On February 26, 2009, the Village Council adopted Resolution 2008-87, which approved the Oxygen Development site plan on 14.36 acres. With this approval, the site had two parcels with a Commercial Future Land Use designation and a parcel with a Medium Density Residential designation was changed so all parcels within this site plan have a Light Industrial Future Land Use designation. At the same time, the western 4.27 acres of the site was rezoned from Residential Medium to a General Commercial zoning designation. As a result, the entire, existing Oxygen Development site has a General Commercial zoning designation. During the 2009 approval process, a Special Exception was granted to the site to allow for a Planned Unit Development for the Light Industrial use. With these approvals, the Village approved the 211,363 square feet Oxygen Development building, which consists of 44,485 square feet of office space and 166,878 square feet of warehouse/manufacturing space for the development of personal care services on the site.

With the proposed applications, the Applicant is seeking to follow the similar application processes to expand the site by 5.158 acres to facilitate the construction of the proposed warehouse, which will be reviewed under the Site Plan Application process.

The proposed future land use amendment and rezoning will help continue to facilitate economic development with the Village, consistent with the Village Comprehensive Plan and Community Redevelopment Agency plan. In addition, the expansion of this light industrial use will provide additional revenues to the Village on subject properties which are either vacant or underdeveloped. This economic development will also help diversify the Village's land use mix, which provides for a stable economic base for the Village.

Location

The 17.74-acre site is generally located west of Congress Avenue and north of Forest Hills Boulevard. The proposed site is located within the Urban Redevelopment Area and the Village's Community Redevelopment Area's Congress Avenue District. The subject site has a Future Land Use Designation of Light Industrial, Commercial and Medium Density Residential and a zoning designation of General Commercial and Residential Multi-Family. With this request, the Applicant is looking to have the entire site with a Light Industrial Future Land Use designation and Light Industrial zoning district.

West Palm Beach Office: 610 Clematis Street Suite CU-02 West Palm Beach, FL 33401 P. 561-366-1100

Boynton Beach Office: 508 E. Boynton Beach Blvd. Boynton Beach, FL 33435 P. 561-736-8838

www.udsfloida.com LCC000035

Access

Access to the proposed site plan will use the existing two entrances off of Congress Avenue with the trucks servicing the proposed warehouse using the same truck entrance as the existing Oxygen Development building. An additional access to the site will be provided from the extension of Lone Pine Way into the subject site, which will improve the circulation on the site.

Parcel Information

The following table provides information regarding the individual parcels, all owned by the Applicant, which consist of the subject site.

PCN#	Address	Acreage	Existing Use	Existing FLU	Proposed FLU	Existing Zoning District	Proposed Zoning District
70-43-44-07-37-006-0000	1525 S. Congress Avenue	6.99 acres	Oxygen Development	Light Industrial	Same	Commercial General (CG)	Light Industrial
70-43-44-07-37-008-0000	None	0.57 acres	Vacant	Light Industrial	Same	Commercial General (CG)	Light Industrial
70-43-44-07-37-007-0000	None	5.50 acres	Vacant	Light Industrial	Same	Commercial General (CG)	Light Industrial
70-43-44-07-37-012-0000	None	1.43 acres	Lake	Light Industrial	Same	Commercial General (CG)	Light Industrial
70-43-44-07-00-000-5100	1636 Lone Pine Way	0.31 acres	SF home	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-00-000-5101	None	0.58 acres	Vacant	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-00-000-5110	None	0.88 acres	Vacant	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-04-000-0050	1660 Dalinda Lane	0.33 acres	4-Plex	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-04-000-0040	1690 Dalinda Lane	0.33 acres	SF Home	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-04-000-0060	1659 Dalinda Lane	0.33 acres	4-Plex	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
70-43-44-07-04-000-0070	1677 Dalinda Lane	0.33 acres	4-Plex	Medium Density Residential	Light Industrial	Residential Multi-Family (RM)	Light Industrial
Dalinda Lane ROW	None	0.18 acres	Local Street	None	Light Industrial	None	Lighting Industrial

Consistency with the Village Comprehensive Plan

The requested future land use amendment and rezoning of the Oxygen Development site to include the proposed warehouse facility is consistent with several of the Village's Comprehensive Plan goals, objectives and policies regarding land use, redevelopment activities and economic development.

Some of the applicable objective and policies have been provided below in **bold** and our statements of compliance follow in *italics*.

Objective C: The Light Industrial Future Land Use category shall allow as permitted uses establishments which will accommodate employment centers using light- assembly, manufacturing, warehouse, distribution, showroom, and non-local office needs of the Village.

The request will help facilitate the construction for a warehouse use which is permitted within the existing and proposed Light Industrial future land use category described within this Objective.

Policy A.6: Continually maintain and update, when necessary, development regulations which assure efficient, high quality residential design construction, and redevelopment activities.

The request will provide a modern, high-quality warehouse facility on underutilized lands within the Forest Hill Boulevard and Congress Avenue employment center. The proposed warehouse will be located on vacant land west of the existing Oxygen Development facility. These amendments will help facilitate this development.

Policy P.1: The Urban Redevelopment Area (URA) – The purpose of the URA is to focus on redevelopment and infill efforts by promoting economic growth, improving the present conditions of infrastructure, investment and reinvestment in the area, and discouraging urban sprawl by directing development where resources exist.

The subject site is located within the identified URA, which encourages infill and redevelopment activities such as the proposed Oxygen Development expansion. The addition of warehouse facilities to the subject site reflects the Applicant's investment in the Village and its economic growth.

Policy P. 3: Mixed-use centers and employment centers shall be encouraged in the Urban Redevelopment Area (URA) where appropriate.

The proposed request represents an expansion of the existing employment center along Congress Avenue in the Urban Redevelopment Area. The facilities are close to public transit stops, transportation routes and workforce housing.

Consistent with the Village Community Redevelopment Area plan

The requested amendments for the Oxygen Development campus and the Congress Avenue and Forest Hill Boulevard employment center are consistent with the Village's Community Redevelopment Area (CRA) plan and strategies.

As required by the Village's development application, the following are CRA criteria which have been provided below in **bold** and our responses follow in *italics*.

1) Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA **a. Improving Utilities and Infrastructure**

New utilities and infrastructure will be provided for the proposed warehouse use. The drainage from the site will be located at the southeast corner of the site, which will help buffer the adjacent residential uses from the proposed use.

b. Expanding Job Development and Economic Growth

The expansion of the Oxygen Development campus to bring the company's warehouse facilities to the Village. The warehouse use will bring jobs to the Village along with the jobs created during the construction phase. This investment in the Village and use of infill property meets the goals of the CRA.

c. Enhancing Public Safety

With the expansion of the project, an additional access point to the Oxygen Development site has been provided from Lone Pine Way. Currently, the site has two access points from Congress Avenue. The additional access point will allow for improved traffic circulation for the site and provide public safety vehicles another access points in the case of emergencies.

d. Increasing and Maintaining Workforce Housing

Although residential is not proposed, the request will result in new jobs within the Village which will help reduce any transportation costs for residents working there.

e. Advancing the Partnership with Palm Beach County

The Applicant will continue work with Palm Beach County with regards to the proposed request. Palm Beach County Traffic Division has issued a TPS approval letter for the proposed development.

2) Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District

The proposed development will convert approximately 7 acres of vacant land and existing drainage lake to the proposed warehouse building. The 3.4 acres of existing residential land owned by the Applicant will be converted to a 1.66-acre lake, a dry detention area and landscape buffers. The proposed expansion reflects the plan's desire for urban development with the CRA.

3) Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA

The proposed expansion will bring additional jobs to the Village, which is consistent with Goal II of CRA plan. In addition, the request is consistent with Goal VI which states: "Increase redevelopment activity on Lake Worth Road and Congress Avenue through incentives and the encourages of parcel assemblage for quality redevelopment." The Applicant has assembled adjacent parcels to allow for the expansion of the Oxygen Development campus to bring its warehouse use to the Village.

Future Land Use Plan Amendment

The subject request includes a re-designation of the 17.74 acres of land from Medium Density Residential and General Commercial to Light Industrial for subject site. These 17.74 acres represent less than 1% of the total area of the Village and the proposed change will create minimal impact to the surrounding area and Village.

Below is analysis of the existing and proposed uses for the subject 17.74 acres of the Future Land Use Plan amendment. The subject referenced area has one (1) single family home and 12 multi-family units.

Service	Existing Use LOS	Existing Use Impact	Proposed Use LOS	Proposed Use Impact	Difference in amendment
Potable Water	82 gallons per capita daily	14 units X 3.11 persons per unit = 43 persons x 82 gpcd = 3,526 gpcd	No LOS is provided for non-residential development.	No water use is proposed within the subject 5.15 acres.	Reduction of 3,536 gpcd impact
Sanitary Sewer	350 gallons per day per SF unit & 250 gallons per MF unit	350 gpd x 2 SF units = 700 gpd & 250 gpd x 12 MF units = 3,000 gpd. Total 3,700 gpd	0.20 gallons per acre per day for non-residential development	3.4 acres x 0.2 gallons per day = 1.03 gallons per day	Reduction of 3,699 gallons per day
Solid Waste	4.92 lbs per capita per day for garbage and 1.75 lbs per capita per day for trash	4.92 lbs pcd x 43 persons = 211 pounds pcd for garbage & 1.75 lbs pcd x 43 persons = 75 lbs for trash	No LOS is provided for non-residential trash and garbage generation	No buildings are proposed within subject area	Reduction of 211 lbs pcd of garbage and 75 lbs pcd for trash generation.
Drainage	3-year, 24-hour rain event	3-year, 24-hour rain event	3-year, 24-hour rain event	3-year, 24-hour rain event	Proposal is consistent with all applicable drainage requirements

As indicated earlier, the proposed expansion has received a TPS approval letter from the Palm Beach County Traffic Division. A copy of the approval letter is included in the submittal package. In addition, the proposed future land use change will result in a reduction to the Village's recreational needs as the subject proposed are proposed to be designated as Light Industrial.

As indicated above, the proposed Future Land Use amendment will create little impact to the Village and will lessen the potential impact for municipal services.

Rezoning

With the proposed future land use change, a corresponding rezoning of these 5.15 acres is proposed to change the designation from Residential Medium Family (RM) to Light Industrial (LI). The proposed rezoning also includes the existing Oxygen Development site, which is currently zoned as General Commercial. Within the 5.15 acres, no buildings are proposed to be developed so there will be limited impact. The 5.15 acres are proposed to be development with a lake, dry detention area and landscaping which will buffer the adjacent residential properties from the proposed warehouse. Please note that the closest adjacent residential property will be 360 feet from the proposed warehouse.

Photos of Subject Site



1 Southwest View of Existing Building from northeast corner of the site.



2_Northwest View of Existing Building



3 View along LWDD canal on north property line



4 Looking southwest across existing lake



5 Northern view from vacant land west of existing site



6 View of Vacant Land on Lone Pine Way.



7 Existing structure on Lone Pine Way



8 Looking west on Dalinda Lane.



9 Looking West on Dalinda Lane.

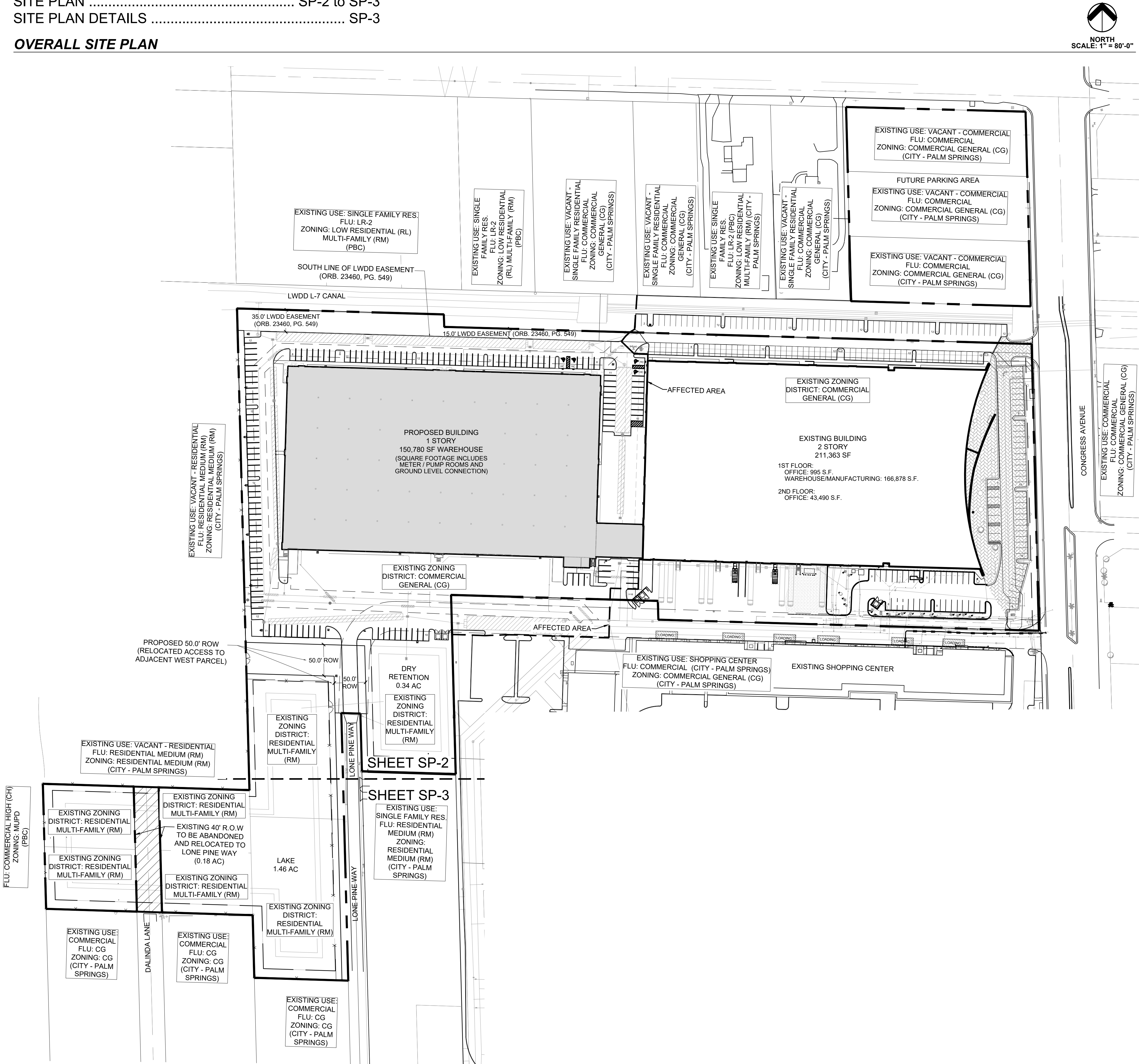
SHEET INDEX

OVERALL SITE PLAN SP-1

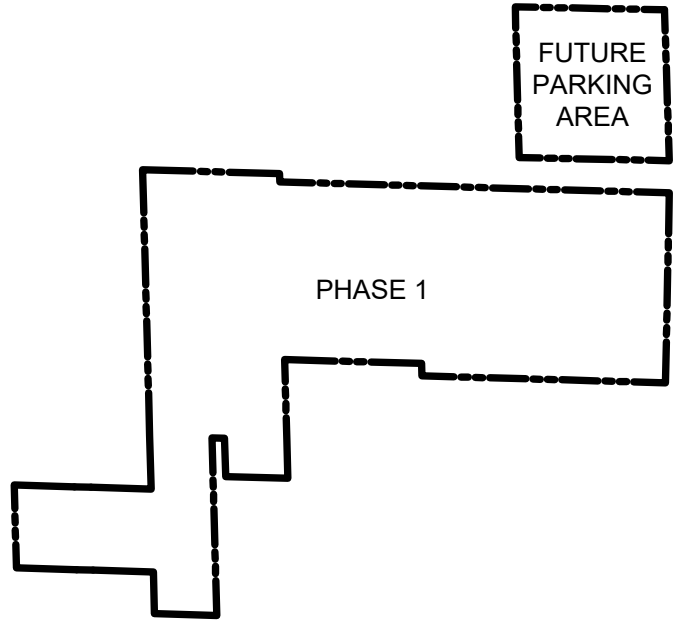
SITE PLAN SP-2 to SP-3

SITE PLAN DETAILS SP-3

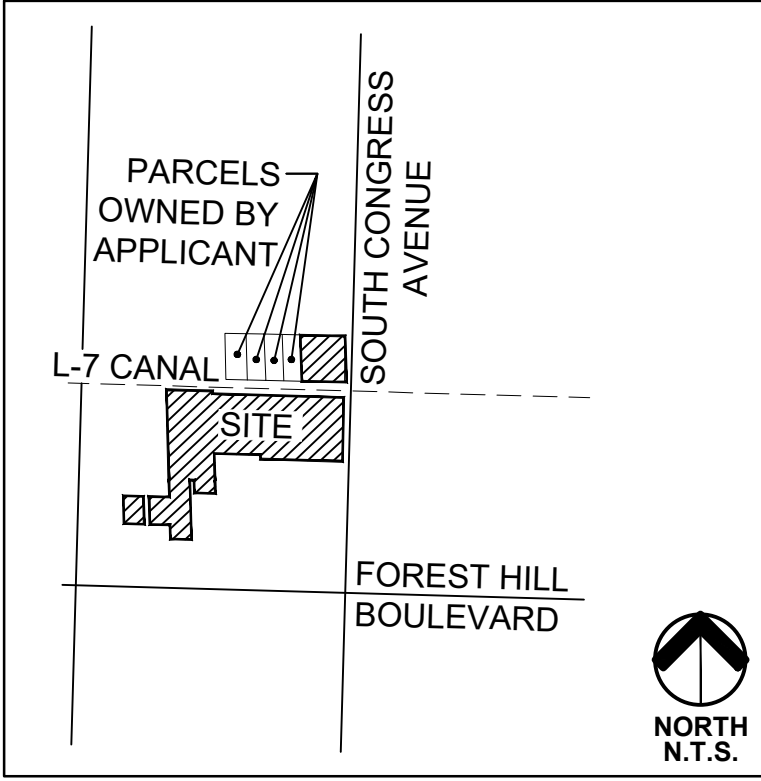
OVERALL SITE PLAN



PHASING MAP



LOCATION MAP



Urban Planning & Design
Landscape Architecture
Communication Graphics

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udsfiorida.com
#LCC000035

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permission of the designer.

SITE DATA

APPLICATION NAME:	OXYGEN DEVELOPMENT	
EXISTING FUTURE LAND USE:	LIGHT INDUSTRIAL / COMMERCIAL / MEDIUM DENSITY RESIDENTIAL	
EXISTING ZONING DISTRICT:	COMMERCIAL GENERAL AND RESIDENTIAL MEDIUM	
OVERLAY:	URA/TCEA	
SECTION/TOWNSHIP/RANGE:	07/44/43	
PCN:	70-43-44-07-37-006-0000	70-43-44-07-00-000-5100
	70-43-44-07-37-008-0000	70-43-44-07-00-000-5101
	70-43-44-07-37-007-0000	70-43-44-07-00-000-5110
	70-43-44-07-37-012-0000	70-43-44-07-04-000-0050
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		70-43-44-07-04-000-0070
		70-43-44-07-03-003-0010
TOTAL GROSS SITE AREA:	17.643 AC (768,529.08 SF)	
PHASE 1 - INCLUDES AFFECTED AREA		
AFFECTED AREA		
TOTAL SITE AREA - AFFECTED AREA:	17.643 AC (768,529.08 SF)	
EXCLUDES FUTURE PARKING AREA		
PROPOSED BUILDING COVERAGE:	41.4% (318,653 SF)	
INCLUDES EXISTING & PROPOSED BLDG.		
PERMITTED BUILDING HEIGHT:	45'-0"	
EXISTING BUILDING HEIGHT:	35'-9" MAX. (2 STORIES)	
PROPOSED BUILDING HEIGHT:	ENTRY FEATURES 45'-0" MAIN PARAPET 42'-6"	
REQUIRED PARKING:	354 TOTAL SPACES	
OFFICE 1/200	223 SPACES	
EXISTING BLDG @ 44,485 SF		
PROPOSED BLDG @ 0 SF		
WAREHOUSE /MANUFACTURING	131 SPACES	
EXISTING BLDG @ 166,878 SF		
1/3000 = 56 *VARIANCE APPROVED		
PROPOSED BLDG @ 150,780 SF		
1/2000 = 75		
PROPOSED PARKING:	354 TOTAL SPACES	
EXISTING PARKING	201 SPACES (ORIGINALLY 280 SPACES)	
(-79 SP. FROM EXISTING)		
PROPOSED PARKING	153 SPACES	
HC SPACES @ 11		
IMPERVIOUS AREA:	69% / 12.34 AC (537,849.72 SF)	
PERVIOUS / OPEN SPACE:	31% / 5.303 AC (230,679.36 SF)	
INCLUDES LAKE & DRY RETENTION		
WATER SURFACE AREA:	1.46 AC	
LAKE TRACT AREA:	2.56 AC	
INCLUDES L.M.E. & SLOPE		
FUTURE PARKING AREA		
TOTAL SITE AREA - FUTURE PARKING AREA:	2.045 AC (89,080.19 SF)	
EXCLUDES AFFECTED AREA		

DEVELOPMENT TEAM

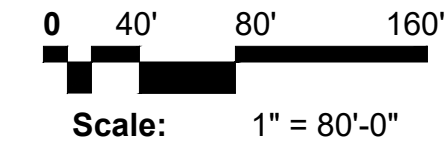
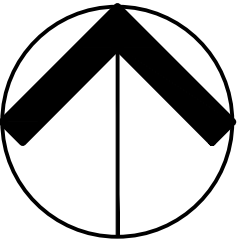
OWNER / APPLICANT: OXYGEN DEVELOPMENT 1525 S CONGRESS AVE. PALM SPRINGS, FL 33406	SURVEYOR: ENGENUITY GROUP INC. 1201 BELVEDERE RD. WEST PALM BEACH, FL 33405 561.655.1151
LANDSCAPE ARCHITECT & PLANNER: URBAN DESIGN STUDIO 610 CLEMATIS STREET, SUITE CU02 WEST PALM BEACH, FL 33401 (561) 366-1100	CIVIL ENGINEER: LDI LAST DEVENPORT, INC. 1860 OLD OKEECHOBEE RD., SUITE 504 WEST PALM BEACH, FL 33409 561.615.6567
ARCHITECT: HNM ARCHITECTURE 4208 SIX FORKS RD. SUITE 1000 RALEIGH, NC 27609 919.480.8538	TRAFFIC ENGINEER: SIMMONS & WHITE, INC. 2581 METROCENTRE BLVD., SUITE 3 WEST PALM BEACH, FL 33407 561.478.7848

GENERAL NOTES

- BASE INFORMATION OBTAINED FROM SURVEY PREPARED BY ENGENUITY GROUP INC. DATED 03.28.22
- ALL STOP BARS SHALL BE SETBACK 4' IN ADVANCE OF PEDESTRIAN CROSSWALKS.
- ACCESSIBLE PAVED ROUTES SHALL NOT EXCEED A 20:1 SLOPE.
- STOP BAR WILL BE WHITE PAVERS OR THERMOPLASTIC ON ASPHALT.
- CURBING DETAILS TO BE SHOWN ON ENGINEERING CONSTRUCTION PLANS.
- SEE ENGINEERING PLANS FOR ROADWAY CROSS SECTIONS.
- SURROUNDING INFORMATION AND PLANS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- HANDICAP PARKING SIGNS SHALL BE PLACED BEHIND THE SIDEWALK IN AREAS WHERE SIDEWALK ABUTS THE STALL AND OUTSIDE THE TWO (2)' FOOT OVERHANG AREA WHERE WHEEL STOPS ARE NOT PROVIDED.

Oxygen Development

Palm Springs, Florida
Site Plan



Date:	09.2020
Project No.:	07-066.002
Designed By:	JEB
Drawn By:	JEB
Checked By:	WJT

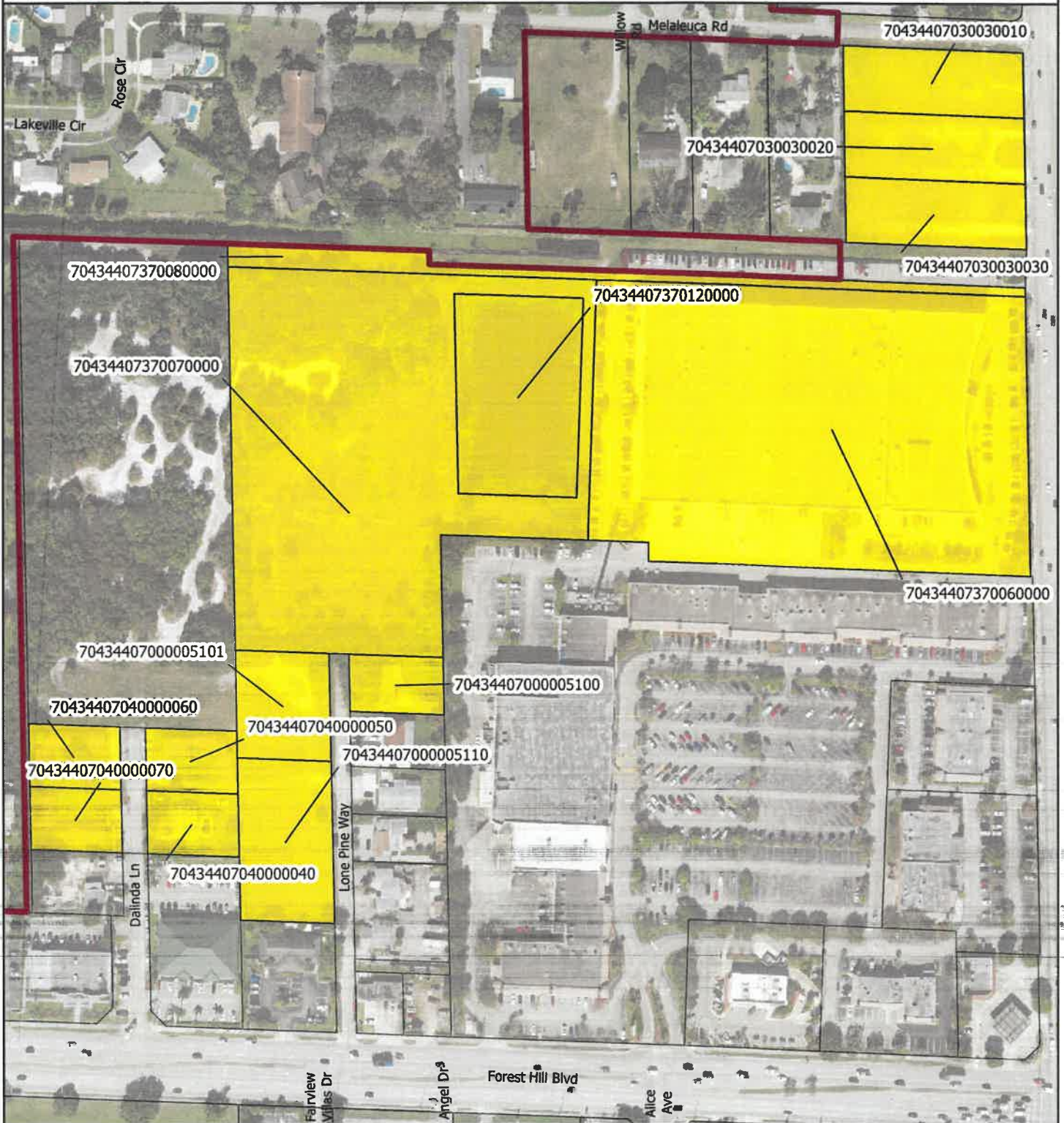
Revision Dates:	
05-12-2022	SUBMITTAL
07-29-2022	SUBMITTAL
09-09-2022	RESUBMITTAL
09-20-2022	RESUBMITTAL
10-27-2022	RESUBMITTAL

SP-1
of 3



VILLAGE OF PALM SPRINGS

Oxygen Development



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 10/26/2022

When Printed on 8 1/2" x 11"

1 Inch equals 250 feet

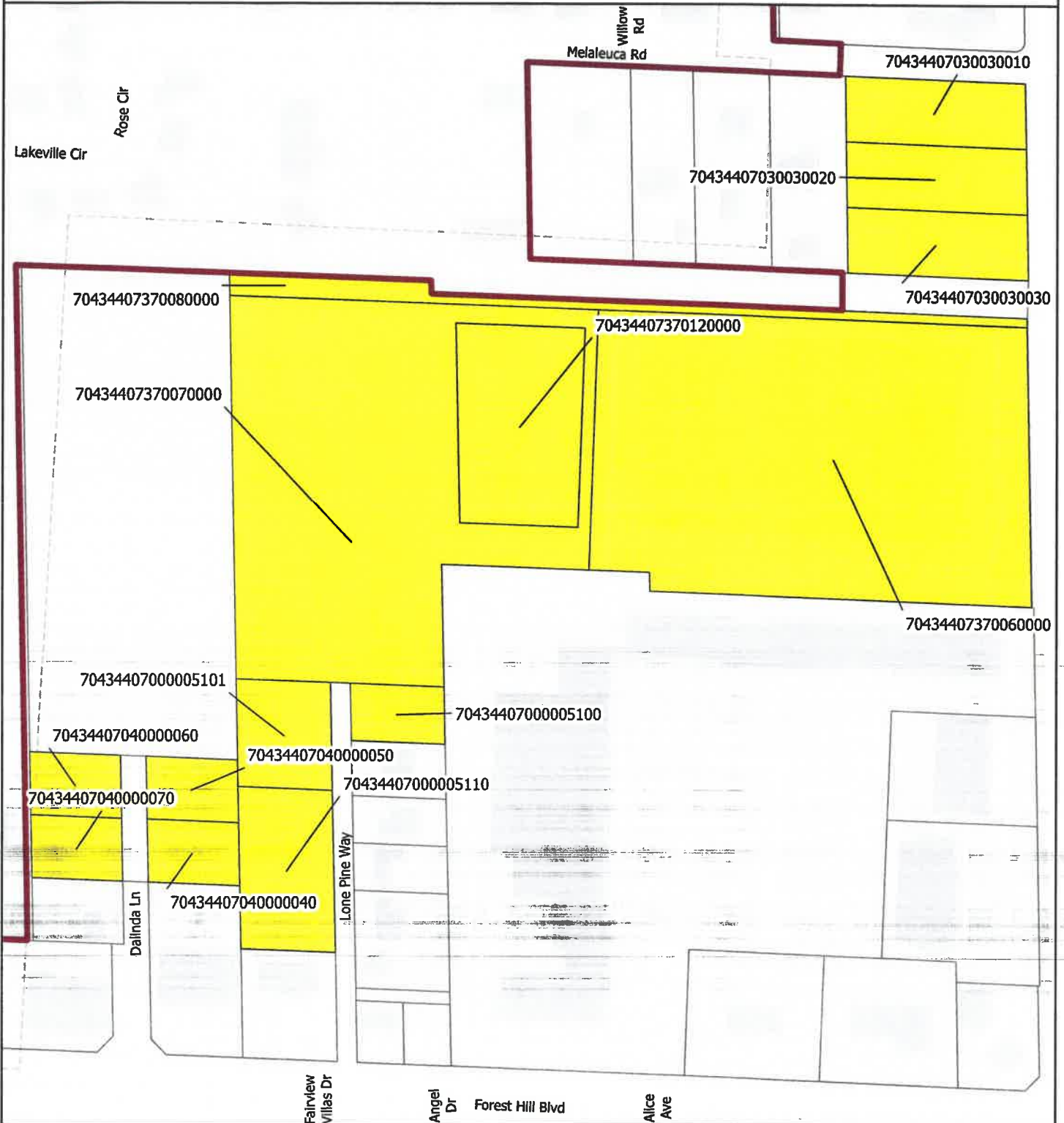
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Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Oxygen Development



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 10/27/2022

When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250
Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Oxygen Development



Legend

Future Land Use

- Commercial
- Conservation
- Education

High Density

Light Industrial

Low Density Residential

Medium Density Residential

Mixed Use

Other Public Facilities

Public Buildings and Facilities

County FLU

Proposed Parcels

Parcels

Village Boundary

Date: 10/27/2022

When Printed on 8 1/2" x 11"

1 inch equals 250 feet

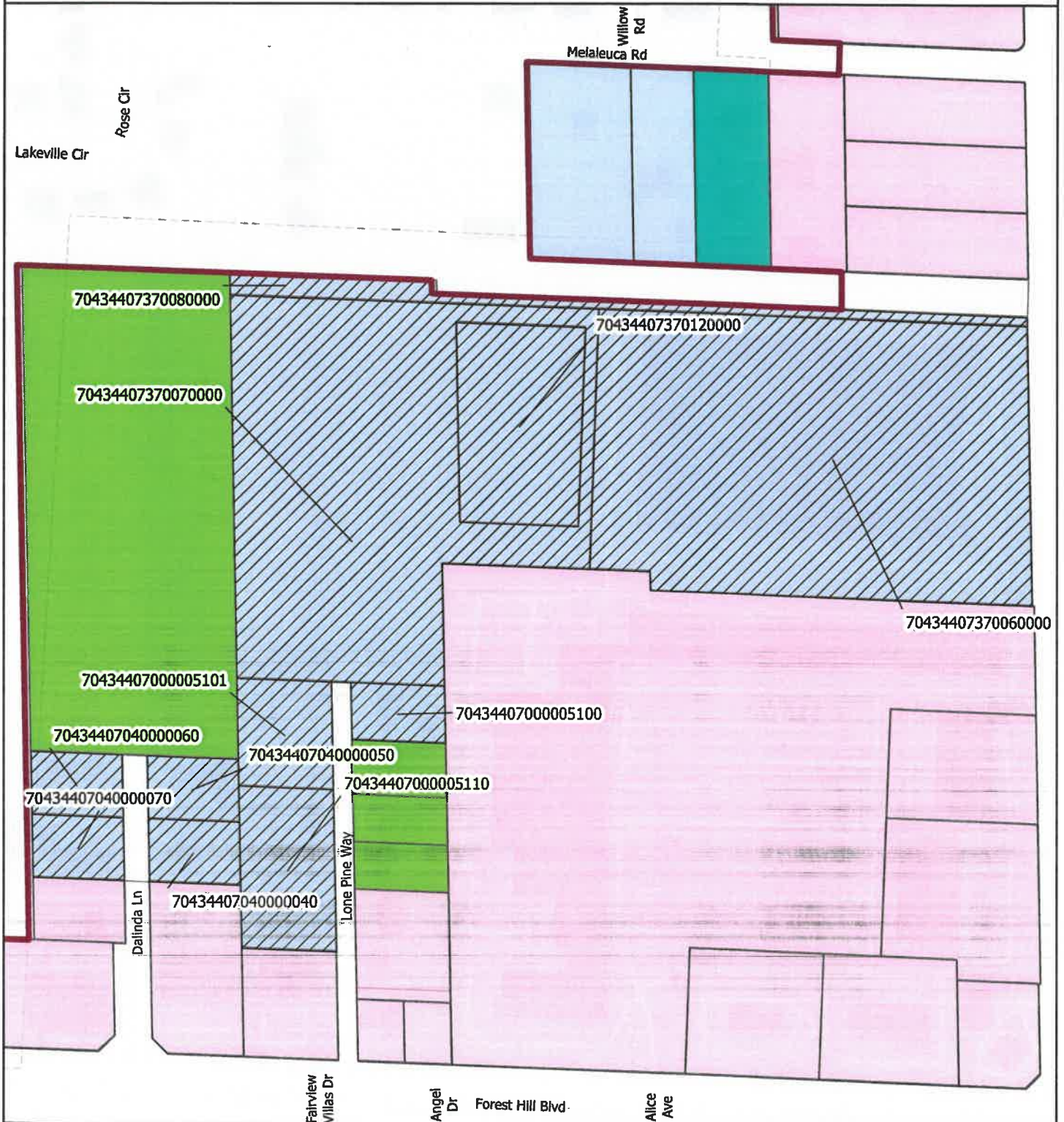
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Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Oxygen Development



Legend		
Zoning		
County Zoning	G (Governmental)	RS (Residential Single-Family)
CG (Commercial General)	LI (Light Industrial)	Other
CN (Commercial Neighborhood)	MU (Mixed Use)	Proposed Parcels
	RM (Residential Multi-Family)	Parcels

Date: 10/27/2022
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250 Feet

Florida Technical Consultants