



**AGENDA  
VILLAGE COUNCIL MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461  
DECEMBER 8, 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

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*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.*

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**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

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

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

**CONSENT AGENDA**

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

1. **November 8, 2022 Emergency Meeting Minutes:** Motion to approve the November 8, 2022, minutes from the Village Council Emergency Meeting to

declare a local state of emergency for Tropical Storm Nicole.

Staff: Kimberly Wynn, Village Clerk

2. **Agent of Record–Employee Benefits Broker Services Agreement – Piggyback (Amendment) – The Gehring Group, Inc.:** Approve the First Addendum to the Agreement for the Agent of Record Employee Benefits Broker Services with the Gehring Group piggybacking the City of Oakland Park - (Group Benefits Consultant/Agent of Record - RFP #052716) for \$30,000 per year (\$7,500 per quarter) for a Consultant to help in the selection of health insurance, dental insurance, vision insurance, and other ancillary products. The contract term is two (2) years, beginning November 5, 2022 and ending November 4, 2024. Funding to support this service is available within the FY 2023 Budget - General Fund and Water & Sewer Enterprise Fund.

Staff: Ashley Saingilus, Human Resources Director

3. **Appointments to the Construction Board of Adjustment and Appeals:** Approve the Appointment of Brandon Cabrera and Timothy Dornblaser as Regular Board Members for an unexpired term ending May 14, 2023, plus a three-year term ending May 14, 2026. Upon approval of the appointments, there will be one (1) Regular Board vacancy, one (1) Senior Board vacancy, and one (1) Junior Board vacancy.

Staff: Jane Worth, Deputy Village Clerk

4. **Re-Appointment of Alternate Special Magistrate William P. Doney and Approval of Professional Services Agreement:** Motion to re-appoint Mr. William P. Doney as the Alternate Special Magistrate and approve a Professional Services Agreement with Mr. William Doney, with Caldwell Pacetti Edwards Schoech & Viator LLP, for Alternate Code Enforcement Special Magistrate for the amount of two hundred and ten dollars (\$210.00) per hour. The term of the agreement is for one (1) year, with three (3), one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village. Funds to support this proposed service are available within the FY 2023 Budget - Professional Services - General Fund.

Staff: Kimberly Wynn, Village Clerk

5. **Re-Appointment of Code Enforcement Special Magistrate Ms. Diane James-Bigot and Approval of Professional Services Agreement:** Motion to re-appoint Ms. Diane James-Bigot as the Special Magistrate, and approve a Professional Services Agreement with Ms. Diane James-Bigot, with Law Offices of Diane James-Bigot, for Code Enforcement Special Magistrate for the amount of two hundred and ten dollars (\$210.00) per hour. The term of the agreement is for one (1) year, with three (3), one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village.

Staff: Kimberly Wynn, Village Clerk



6. **Resolution No. 2022-52 - Announcement of Village of Palm Springs Municipal Election, Polling Locations & Establish Canvassing Board - Tuesday, March 14, 2023:** Motion for approval of Resolution No. 2022-52 announcing the Village of Palm Springs Municipal Election for District #4, Polling Locations and Establishing the Canvassing Board on Tuesday, March 14, 2023. If necessary, a Run-Off Election on Tuesday, March 28, 2022.  
Staff: Kimberly Wynn, Village Clerk
7. **Resolution No. 2022-51 - Appointment to Palm Springs Community Redevelopment Agency (CRA) Board – Congress Avenue District Member:** Motion for approval of Resolution No. 2022-51 to appoint Dr. Fabiana DesRosiers to the Community Redevelopment Agency Board to represent the Congress Avenue Corridor to serve an unexpired term that ends November 21, 2023.  
Staff: Kimberly Glas-Castro, Assistant Village Manager
8. **Motor and Pump Repair Services - Piggyback (Renewal) - Utilities Department (FY 2023 Budget Funded) - Tripp Electric Motors, Inc.:** Approve renewal of a piggyback agreement for Tripp Electric Motors, Inc., for an additional term that expires October 23, 2023, to employ the services to assist the Utilities Department in the repair of motors and pumps throughout the Village's wastewater collection system (i.e., lift station pumps to pump sewage) and two (2) water treatment plants (i.e., high service pumps to deliver drinking water to customers (Martin County - Motor and Pump Repair {RFB #2018-3087 – October 23, 2018}). Funding to support purchases under this proposed authority to purchase is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.  
Staff: Paul Ward, Assistant Director of Utilities
9. **Contract for Construction Manager at Risk Services - Kaufman Lynn Construction - Police Department Building Expansion (Task Order No. 269):** Approve a Contract for Construction Manager at Risk Services Agreement (RFP# 2022R-003 (Task Order No. 269) for Construction Manager at Risk Services with Kaufman Lynn Construction for the expansion of the Village of Palm Springs Police Department located at 230 Cypress Lane, which includes pre-construction and construction services along with a guaranteed maximum price (GMP) of the construction costs. Funding to support a construction manager for the Police Department building expansion is available within the FY 2023 Budget - General Fund and the Capital Improvement Plan (CIP) utilizing Infrastructure Surtax (Sales Tax) funds.  
Staff: Kimberly Glas-Castro, Assistant Village Manager
10. **Houston-Galveston Area Council (H-GAC) Interlocal Cooperative Purchasing Program Membership:** Approve an Interlocal Agreement allowing the Village to become a member of the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program to contract or agree under the terms of the Act to make purchases or to provide purchasing services and other administrative functions

appropriately established by another government entity. No fiscal impact at this time. However, as a member of this purchasing cooperative, the opportunity exists to utilize awards that will increase efficiency and provide cost-savings.

Staff: Justin Lucas, Director of Parks & Recreation

End of Consent Agenda....

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| Motion | Second | Vote |
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## PRESENTATIONS

**PUBLIC COMMENT** (Three minute limit)

## REGULAR AGENDA

## PUBLIC HEARINGS

11. **(Second Reading/Quasi-Judicial Hearing) Ordinance No. 2022-07 - Comprehensive Plan Amendment - Tenth Avenue Incubator Overlay:** Motion for approval of Ordinance No. 2022-07 amending the Comprehensive Plan of the Village of Palm Springs, in accordance with the local government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161, et. Seq., Florida Statutes, amending the text of the Village's future land use element of the Comprehensive Plan to create the "Tenth Avenue Incubator Overlay (TAIO)". The allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road.

Staff: Iramis Cabrera, PZB Director

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| Motion | Second | Vote |
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12. **(Second Reading/Quasi-Judicial Hearing) Ordinance No. 2022-08 - Village Code Amendment - Chapter 34 - Tenth Avenue Incubator Overlay:** Motion for approval of Ordinance No. 2022-08 amending the Village Code of Ordinances at Chapter 34 "Land Development", Article VI "Land Use", Division 7 "Supplemental District Regulations", to establish provisions of a new Subdivision XI, "Tenth Avenue Incubator Overlay (TAIO)", specifically Sections 34-1090 – 34-1099; to provide incentives for redevelopment located generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road.

Staff: Iramis Cabrera, PZB Director

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| Motion | Second | Vote |
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13. **(Quasi-Judicial Hearing) Resolution No. 2022-50 - Sign Variances - McDonald's - 3671 South Congress Avenue:** Motion for approval of Resolution No. 2022-50 with conditions is submitted by Mr. Daryl Johnson, an agent for McDonald's (Corporate Office) in response to the request for five (5) sign variances. Two (2) digital menu board signs and two (2) digital presell signs will be installed at each drive-thru lane order point of the McDonald's fast food restaurant located at 3671 South Congress Avenue, one of each sign.  
Staff: Iramis Cabrera, PZB Director

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

14. **Resolution No. 2022-48 - Preliminary Plat - Belmont - 1591 Kirk Road:** Motion for approval of a preliminary plat submitted by Ms. Martha Carter, the agent for D.R. Horton, Inc. ("Applicant"), to subdivide a multifamily property to delineate 42 individual townhouse lots, consistent with the site plan approved by the Village Council (Resolution No. 2022-08 - June 9, 2022), for the property located at 1591 Kirk Road.  
Staff: Iramis Cabrera, PZB Director

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

15. **Resolution No. 2022-49 - Final Plat - 3673 Coconut Road:** Motion for approval of Resolution No. 2022-49, a request from Ms. Molly Brown, agent for BLP Homes LLC, the owner ("Applicant"), for a final plat to subdivide a multifamily property to delineate 12 individual single-family lots, consistent with the site plan approved by the Village Council (Resolution No. 2021-01 - January 14, 2021), for the property located at 3673 Coconut Road.  
Staff: Iramis Cabrera, PZB Director

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

16. **(First Reading) Ordinance No. 2022- 13 - Village Code Amendment - Chapter 34 - Land Development - Article VI, Land Use, Section 34-890 - Home Occupations and Article IV, Signs, Section 34-328 - Wall, Under Canopy, and Window Signs:** Motion for approval of Ordinance No. 2022-13; amending Section 34-328 in the Village Code of Ordinances, to permit and regulate home-based businesses to conform to amendments to Florida Statute 559.955, and to the Home Occupation Code. To minimize adverse impacts from a zoning perspective on residential neighborhoods, Section 34-890 has been modified; and Section 34-328 has been amended to allow and regulate home-based business signage.

Staff: Iramis Cabrera, PZB Director

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

17. **(First Reading) Ordinance No. 2022-14 Village Code Amendment - Chapter 2 - Local State of Emergency**: Motion for approval of Ordinance No. 2022-14 to modify the procedures by which a local state of emergency is declared in the Village.

Staff: Kimberly Glas-Castro, Assistant Village Manager

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

**ACTIONS AND REPORTS**

**VILLAGE MANAGER COMMENTS**

**VILLAGE COUNCIL COMMENTS**

**ADJOURNMENT**

**NEXT MEETING**  
**THURSDAY, JANUARY 12, 2023 AT 6:30 PM**

## Village of Palm Springs

### Title VI/Nondiscrimination Policy

#### **I. Policy Statement:**

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

#### **II. Persons with Disabilities:**

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

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

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

Name: Ashley Saingilus  
Address: 226 Cypress Lane, Palm Springs, FL 33461  
Email: [asaingilus@vpsfl.org](mailto: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](mailto:jpiedra@vpsfl.org)  
Phone: (561) 584-8200 Ext. 8421



**MINUTES  
VILLAGE HALL - COUNCIL CHAMBERS  
226 CYPRESS LANE  
PALM SPRINGS, FLORIDA  
NOVEMBER 8, 2022, AT 5:00 PM**

**CALL TO ORDER**

Mayor Bev Smith called the Village Council Emergency Meeting to order at 5:04 PM.

**ROLL CALL**

Absent: Mayor Pro Tem Joni Brinkman, and Council Member Patti Waller.

Also Present: Village Manager Michael Bornstein, Village Clerk Kimberly Wynn, Deputy Village Clerk Jane Worth, Acting Director of Public Works Timothy Crespo, Utilities Director Dr. Jimmie Johnson, Assistant Village Manager Kim Glas-Castro, and Assistant Utilities Director Paul Ward.

**ORDER OF BUSINESS**

1. Resolution No. 2022-49 - Declare a State of Emergency Motion to Approve Resolution No. 2022-49, providing that the Village Manager may enact a local state of emergency within the Village of Palm Springs as needed and related to Tropical Storm Nicole.

Staff: Kimberly Wynn, Village Clerk

**Summary:** Tropical Storm Nicole was monitored closely by the Village Manager and Assistant Village Manager. In light of upcoming storm conditions, the Village Manager determined that declaring a Local State of Emergency is in the public interest of the Village. For the safety of its residents and employees. On November 9th and 10th, 2022, the Village Hall will be closed. Meetings of the Local Planning Agency and Village Council scheduled until further notice.

As a result of Tropical Storm Nicole's imminent threat, Mayor Smith declared a Local State of Emergency. The path of the storm became unclear as it intensified.

She read the title of the caption onto the record.

Vice Mayor Gunther motioned to Approve Resolution No. 2022-49, and Council Member Ready seconded it. The said motion carried 3-0.

**2. Discussion Pertaining to Tropical Storm Nicole**

Staff: Kimberly Wynn, Village Clerk

Mayor Smith asked if there was additional discussion or questions. Village Manager Bornstein advised the Council that Village Hall would be closed on Wednesday (November 9, 2022). As a result, there will be no Planning and Zoning Advisory Board meeting, and a decision will be made about the Village Council meeting. The Council wanted to know if there were time-sensitive items at the Planning and Zoning Advisory Board Meeting. Staff advised there were no time-sensitive items on the agenda. They also discussed garbage and bulk trash pick-up schedules.

The Village Manager, Mr. Bornstein, let the Council know that the management team would have a call on Wednesday afternoon to discuss plans for Village Hall on Thursday, November 10, 2022 and whether the Council Meeting should get canceled.

**ADJOURNMENT**

Hearing no further business, Mayor Smith adjourned the meeting at 5:11 PM.

Submitted by

*Kimberly Wynn*

Village Clerk



Office of the Village Manager  
226 Cypress Lane  
Palm Springs, FL 33461  
(561) 584-8200  
[www.vpsfl.org](http://www.vpsfl.org)

## MEMORANDUM

**TO:** Mayor and Council  
**FROM:** Michael Bornstein, Village Manager   
**DATE:** November 10, 2022  
**RE:** Hurricane Nicole State of Emergency

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I hereby rescind the Declaration of the State of Local Emergency as of 5:00 PM November 10<sup>th</sup>, 2022.

cc: Glen Torcivia, Village Attorney  
Kim Wynn, Village Clerk  
Department Directors





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** HR Department

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**ITEM #2:** Approve Agent Record–Employee Benefits Broker Services Agreement – Piggyback (Amendment) – The Gehring Group, Inc.

**SUMMARY:** The Village uses a consultant to select health insurance, dental insurance, vision insurance, and other ancillary products. The Gehring Group currently provides employee benefits.

In March 2022, staff recommended the Village piggyback the current City of Oakland Park's contract awarded to Gehring Group, Inc. This selection by the City of Oakland Park was completed through a competitive selection process - Group Benefits Consultant/Agent of Record - (RFP #052716).

The Village accepted Gehring Groups Employee Insurance pricing by piggybacking the City of Oakland Park's contract, including all terms, conditions, and pricing therein. The term of the agreement expired on November 4, 2022, and provides for two (2) one (1) year renewal options. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The City of Oakland Park has extended its agreement with Gehring Group. The agreement has been amended to the following language: "The Term of this Agreement shall be for a two (2) year period beginning November 5, 2022, ending November 4, 2024." The Village is seeking Council Approval to piggyback the City of Oakland Park's amendment to extend services with Gehring Group.

The Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contact; 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 per Village Purchasing Code.

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

**FISCAL IMPACT:**

Funding to support this service is available within the FY 2023 Budget - General Fund and Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

**Note:** A flat annual consulting fee (equal to the estimated commission) will remain the same at \$30,000 (\$7,500 quarterly).

**ATTACHMENTS:**

1. First Addendum to Extend Piggyback Agreement for Employee Benefits thru 11-04-24 signed by Gehring Group
2. Employee Benefits Agent of Record (AOR) - Piggyback City of Oakland Park

**FIRST ADDENDUM TO (PIGGYBACK) AGREEMENT FOR AGENT  
OF RECORD EMPLOYEE BENEFIT BROKER SERVICES**

**THIS FIRST ADDENDUM** is made and entered 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, hereinafter referred to as the "Village", and **The Gehring Group, Inc.**, 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor."

**RECITALS**

**WHEREAS**, the Village and the Contractor entered into a written piggyback Agreement for Agent of Record Employee Benefit Broker Services dated March 10, 2022 wherein Contractor provides Agent of Record and Employee Benefits Broker services to the Village (the "Piggyback Agreement"); and

**WHEREAS**, the parties desire to amend Section 6.10 (Effective Date, Term, and Renewal) of the Piggyback Agreement;

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

1. Section 6.10, Effective Date, Term and Renewal of the Piggyback Agreement, is hereby amended to the following language:

"The Term of this Agreement shall be for a two (2) year period beginning November 5, 2022 ending November 4, 2024."

2. Except as otherwise provided herein all the terms and conditions of the Piggyback Agreement shall remain in full force and effect.

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

**VILLAGE OF PALM SPRINGS**

**THE GEHRING GROUP, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Kurt N. Gehring  
President and CEO



**CITY OF OAKLAND PARK**

**3650 NE 12<sup>th</sup> Avenue**

**Oakland Park, FL 33334**

**AGREEMENT for Employee Benefits Agent of Record (AOR)**

This AGREEMENT, made this 5<sup>th</sup> day of November, 2022, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER" and the Gehring Group located in Palm Beach County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide services identified in the City's Request for Proposal #052716 Scope of Services and further identified in CONTRACTOR's proposal of May 27, 2016.

All terms, conditions, and provisions of the Request for Proposal #052716 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the CONTRACTOR shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The Term of this Agreement shall be for a two-year period and the City, acting through the City Manager or his/her designee.

#### ARTICLE IV

If it is determined that it is in the best interest of either party the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

#### ARTICLE V

Contractor agrees to indemnify and save OWNER, its public officials, agents, servants, and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the CONTRACTOR, or its employees and to carry at its own expense policies of insurance described in Request for Proposal #052716 to protect the OWNER and its interests from such actions of the contractor or sub-contractors. CONTRACTOR further agrees to reimburse the OWNER for all court costs and other expenses, including reasonable attorney's fees incurred by the OWNER in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against OWNER for injury or damage claimed to have been suffered as a result of or in any way connected with CONTRACTOR's willful misconduct or negligence or that of its employees.

#### ARTICLE VI

Nondiscrimination Equal Opportunity and American with Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations or activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliations, or any other factor which cannot be lawfully used as a basis for service delivery.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.



## ARTICLE VII

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

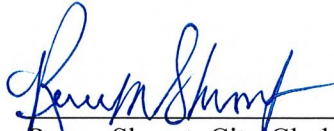
1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt of that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contract upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

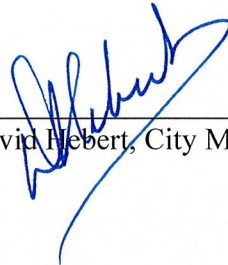
The failure of CONTRACTOR to comply with the provisions of set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

**AGREEMENT:**

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

  
\_\_\_\_\_  
Renee Shrout, City Clerk

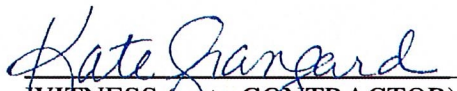
  
\_\_\_\_\_  
David Hebert, City Manager

(SEAL)



  
\_\_\_\_\_  
WITNESS (as to CONTRACTOR)

The Gehring Group, Inc.

  
\_\_\_\_\_  
WITNESS (as to CONTRACTOR)

By:   
\_\_\_\_\_  
CONTRACTOR  
Kurt N. Gehring, President & CEO

3500 Kyoto Gardens Drive  
Palm Beach Gardens, FL 33410  
(561) 626-6797



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Administration

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**ITEM #3:** Appointments to the Construction Board of Adjustment and Appeals

**SUMMARY:** There are three (3) Regular board member vacancies and two (2) Alternate board member vacancies on the Construction Board of Adjustment and Appeals due to the resignation of Jerome Roal Small on July 7, 2022 (appointed as a Regular Member on July 11, 2020).

Mr. Brandon Cabrera has expressed an interest in serving as a Regular Member. Mr. Cabrera is self-employed as a Real Estate Developer and would be a valuable asset to the Board. If appointed, he would serve an unexpired term ending on May 14, 2023, plus an additional three-year term ending May 14, 2026.

Mr. Timothy Dornblaser has expressed an interest in serving as a Regular Member. Mr. Dornblaser is self-employed as a General Contractor for CGC Consultants of SFL, LLC, and would be a valuable asset to the Board. If appointed, he would serve an unexpired term ending on May 14, 2023, plus an additional three-year term ending May 14, 2026.

**Note:** Advisory Board Applications are on file in the Office of the Village Clerk.

If the appointments are approved, there would be one (1) Regular Member vacancy, one (1) Senior Alternate, and one (1) Junior Alternate vacancy on the Construction Board of Adjustment and Appeals.

**FISCAL IMPACT:**

The proposed appointments do not have a fiscal impact to the Village.

**ATTACHMENTS:**

None





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Administration

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**ITEM #4:** Agreement for Code Enforcement Alternate Special Magistrate - Mr. William Doney - Reappointment

**SUMMARY:** Mr. William P. Doney of Caldwell Pacetti Edwards Schoech & Viator LLP was appointed alternate special magistrate by the Village on October 15, 2015. Mr. Doney would be the Village's Alternate Special Magistrate if Ms. Diane James-Bigot, Special Magistrate (appointed April 11, 2019), cannot perform her duties on scheduled hearing days.

If approved, the Village would agree to compensate Mr. Doney, Alternate Code Enforcement Special Magistrate for services provided in the amount of two hundred and ten dollars (\$210.00) per hour. The Alternate Code Enforcement Special Magistrate shall not charge for travel time to and from hearings.

Mr. Doney is requested to be re-appointed to provide Alternate Code Enforcement Special Magistrate Services to the Village for one (1) year, with three (3), one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village.

**Note:** In accordance with Section 58-2. Exempt Purchases within the Village's procurement code, selection of the Special Magistrate is considered exempt from the competitive selection purchase requirements.

The proposed agreement was prepared by the Village Attorney and reviewed by the Village Clerk.

**FISCAL IMPACT:**

Funds to support this proposed service are available within the FY 2023 Budget - Professional Services - General Fund.

**ATTACHMENTS:**

1. Professional Services Agreement - Alternate Special Magistrate Services - Agreement

**PROFESSIONAL SERVICES AGREEMENT**  
**(Special Magistrate Services)**

**THIS AGREEMENT** ("Agreement") is entered into by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **William P. Doney, Esq.**, an attorney licensed to practice law in the State of Florida ("Special Magistrate"), effective this \_\_\_\_ day of \_\_\_\_\_, 2021.

**RECITALS**

**WHEAS**, the Village is in need of an alternate special magistrate for its code enforcement hearings; and

**WHEREAS**, the Village Attorney has reviewed the skill and experience of Special Magistrate and has determined that Special Magistrate is qualified to provide the special magistrate services to the Village; and

**WHEREAS**, Special Magistrate has previously served successfully as an alternate special magistrate for the Village's code enforcement hearings, and has notified the Village of his interest to continue to serve as a special magistrate; and

**WHEREAS**, the term of the previous agreement between the Special Magistrate and the Village has expired, with no remaining renewal options; and

**WHEREAS**, the Village desires to engage the Special Magistrate's services for an additional one-year term, with two one-year renewal options; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate to the Village.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and Special Magistrate agree as follows:

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

**SECTION 2: SPECIAL MAGISTRATE'S SERVICES.** Special Magistrate shall serve as a special magistrate for code enforcement hearings and other related hearings. The Village will notify Special Magistrate of such hearings and the dates upon which the Village seeks Special Magistrate to serve. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex officio capacity with respect to the Village, and that if the Special Magistrate serves other local governments as a special magistrate, such service to other local governments does not create duties inconsistent with serving as the special magistrate to the Village.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate's, officers, directors, employees, independent

contractors, representatives or agents performing services for Special Magistrate 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 Special Magistrate is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

#### **SECTION 4: TERM AND TERMINATION.**

a. Term. The term of this Agreement is for one (1) year from the effective date shown above, with two (2) one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days prior written notice of termination.

c. 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) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. 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 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 Special Magistrate of such occurrence and either the Village or Special Magistrate 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. Village shall pay Special Magistrate for all services provided up to the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. The Village agrees to compensate Special Magistrate for services provided in the amount of Two Hundred Ten Dollars (\$210.00) per hour. The Special Magistrate shall not charge for travel time to and from the hearings. However, reasonable expenses, including mileage (IRS rate), are acceptable.

b. Invoices. Special Magistrate shall render invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. Invoices will be reviewed and normally paid within thirty (30) days following the Village's receipt of the Special Magistrate's invoice. Invoices shall be submitted to:

Village of Palm Springs

Attn: Finance Department  
226 Cypress Lane  
Palm Springs, FL 33461

With a copy (via mail or email) to:

Torcivia, Donlon, Goddeau & Rubin, P.A.  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

If the Village has questions or concerns regarding an invoice, it will notify Special Magistrate regarding the same within ten (10) days of receiving the invoice. The Village will then pay the invoice within thirty (30) days of resolving the outstanding issues.

**SECTION 6: COMPLIANCE.** 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 7: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 8: 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 9: AUTHORITY TO PRACTICE.** Special Magistrate hereby represents and warrants that he has and will continue to maintain all licenses and approvals required to conduct his business and provide the services required under this Agreement, and that he will at all times conduct his 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 10: 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 11: PUBLIC ENTITY CRIMES.** Special Magistrate 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 Special Magistrate will advise the Village immediately if it becomes aware of any violation of this statute.

**SECTION 12: NOTICE.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, 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 SPECIAL MAGISTRATE, shall be sent to:

William P. Doney, Esq.  
Caldwell Pacetti Edwards Schoech & Viator LLP  
1555 Palm Beach Lakes Blvd., Suite 1200  
West Palm Beach, Florida 33401

Email <doney@caldwellpacetti.com >

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**SECTION 13: PUBLIC RECORDS.** Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), 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 Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of Special Magistrate or keep and maintain public records required by the Village to perform the service. If Special Magistrate transfers all public records to the Village upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public

records upon completion of the Agreement, Special Magistrate 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 SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION KIMBERLY WYNN, VILLAGE CLERK, 561-434-5084, [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org), OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461**

**SECTION 14: ENTIRETY OF AGREEMENT.** The Village and Special Magistrate 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 15: 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 16: PREPARATION.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**SECTION 17: 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 18: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, Special Magistrate acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Special Magistrate has reviewed Palm Beach County ordinance number 2011-009 and is aware of his rights and/or obligations under such ordinance.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the Village.

ATTEST:

VILLAGE OF PALM SPRINGS

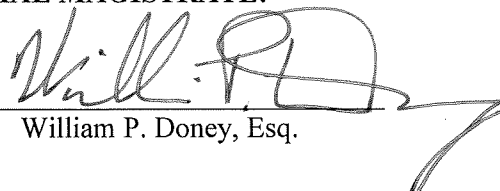
By: \_\_\_\_\_  
Kimberly Wynn, Village Clerk

By: \_\_\_\_\_  
Beverly Smith, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, Village Attorney

SPECIAL MAGISTRATE:

By:   
William P. Doney, Esq.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Administration

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**ITEM #5:** Professional Services Agreement - Special Magistrate Services - Ms. Diane James-Bigot

**SUMMARY:** On October 13, 2011, Ms. Diane James-Bigot, was appointed as Code Enforcement Alternate Special Magistrate. Ms. James-Bigot, Law Offices of Diane James-Bigot, has served as the Village's Special Magistrate since April 11, 2019.

If approved, the Village would agree to compensate Ms. James-Bigot as the Code Enforcement Special Magistrate for services provided in the amount of two hundred and ten dollars (\$210.00) per hour. The Special Magistrate shall not charge for travel time to and from hearings.

Ms. James-Bigot is requested to be re-appointed to provide Special Magistrate Services to the Village for one (1) year, with three (3), one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village.

**Note:** In accordance with Section 58-2. Exempt Purchases within the Village's procurement code, selection of the Special Magistrate is considered exempt from the competitive selection purchase requirements.

The proposed agreement was prepared by the Village Attorney and reviewed by the Village Clerk.

**FISCAL IMPACT:**

Funds to support this proposed service are available within the FY 2023 Budget - Professional Services - General Fund.

**ATTACHMENTS:**

1. Professional Services Agreement - Special Magistrate Services - Agreement



**PROFESSIONAL SERVICES AGREEMENT**  
**(Special Magistrate Services)**

**THIS AGREEMENT** ("Agreement") is entered into by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Diane James-Bigot, Esq.**, an attorney licensed to practice law in the State of Florida ("Special Magistrate"), effective this 22nd day of November, 2021.

**RECITALS**

**WHEREAS**, the Village is in need of special magistrate services for its code enforcement hearings, parking hearings, and other related hearings; and

**WHEREAS**, the Village Attorney has reviewed the skill and experience of Special Magistrate and has determined that Special Magistrate is qualified to provide the special magistrate services to the Village; and

**WHEREAS**, Special Magistrate has previously served successfully as special magistrate for the Village's code enforcement hearings, and has notified the Village of her interest to continue to serve as a special magistrate; and

**WHEREAS**, the term of the previous agreement between the Special Magistrate and the Village has expired, with no remaining renewal options; and

**WHEREAS**, the Village desires to engage the Special Magistrate's services for an additional one-year term, with two one-year renewal options; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate to the Village.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and Special Magistrate agree as follows:

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

**SECTION 2: SPECIAL MAGISTRATE'S SERVICES.** Special Magistrate shall serve as a special magistrate for code enforcement hearings and other related hearings. The Village will notify Special Magistrate of such hearings and the dates upon which the Village seeks Special Magistrate to serve. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex officio capacity with respect to the Village, and that if the Special Magistrate serves other local governments as a special magistrate, such service to other local governments does not create duties inconsistent with serving as the special magistrate to the Village.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate's, officers, directors, employees, independent

contractors, representatives or agents performing services for Special Magistrate 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 Special Magistrate is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

#### **SECTION 4: TERM AND TERMINATION.**

a. Term. The term of this Agreement is for one (1) year from the effective date shown above, with two (2) one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days prior written notice of termination.

c. 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) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. 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 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 Special Magistrate of such occurrence and either the Village or Special Magistrate 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. Village shall pay Special Magistrate for all services provided up to the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. The Village agrees to compensate Special Magistrate for services provided in the amount of Two Hundred Ten Dollars (\$210.00) per hour. The Special Magistrate shall not charge for travel time to and from the hearings. However, reasonable expenses, including mileage (IRS rate), are acceptable.

b. Invoices. Special Magistrate shall render invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. Invoices will be reviewed and normally paid within thirty (30) days following the Village's receipt of the Special Magistrate's invoice. Invoices shall be submitted to:

Village of Palm Springs

Attn: Finance Department  
226 Cypress Lane  
Palm Springs, FL 33461

With a copy (via mail or email) to:

Torcivia, Donlon, Goddeau & Rubin, P.A.  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

If the Village has questions or concerns regarding an invoice, it will notify Special Magistrate regarding the same within ten (10) days of receiving the invoice. The Village will then pay the invoice within thirty (30) days of resolving the outstanding issues.

**SECTION 6: COMPLIANCE.** 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 7: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 8: 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 9: AUTHORITY TO PRACTICE.** Special Magistrate hereby represents and warrants that she has and will continue to maintain all licenses and approvals required to conduct her business and provide the services required under this Agreement, and that she will at all times conduct her 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 10: 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 11: PUBLIC ENTITY CRIMES.** Special Magistrate 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 Special Magistrate will advise the Village immediately if it becomes aware of any violation of this statute.

**SECTION 12: NOTICE.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, 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 SPECIAL MAGISTRATE, shall be sent to:

Diane James-Bigot, Esq.  
Law Offices of Diane James-Bigot, P.A.  
2393 South Congress Avenue, Suite 200  
West Palm Beach, FL 33406

Email <djamesbigot@bellsouth.net>

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**SECTION 13: PUBLIC RECORDS.** Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), 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 Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of Special Magistrate or keep and maintain public records required by the Village to perform the service. If Special Magistrate transfers all public records to the Village upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public

records upon completion of the Agreement, Special Magistrate 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 SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION KIMBERLY WYNN, VILLAGE CLERK, 561-434-5084, [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org), OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461**

**SECTION 14: ENTIRETY OF AGREEMENT.** The Village and Special Magistrate 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 15: 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 16: PREPARATION.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**SECTION 17: 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 18: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, Special Magistrate acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Special Magistrate has reviewed Palm Beach County ordinance number 2011-009 and is aware of her rights and/or obligations under such ordinance.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

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**IN WITNESS WHEREOF**, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the Village.

ATTEST:

**VILLAGE OF PALM SPRINGS**

By: \_\_\_\_\_  
Kimberly Wynn, Village Clerk

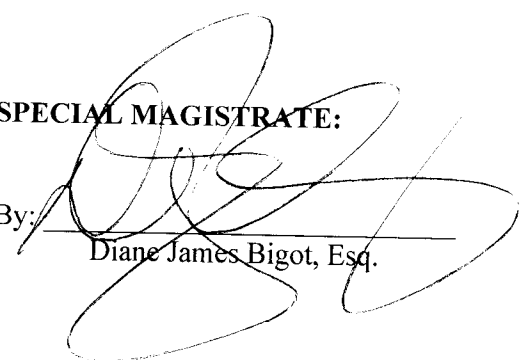
By: \_\_\_\_\_  
Beverly Smith, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, Village Attorney

**SPECIAL MAGISTRATE:**

By: \_\_\_\_\_  
Diane James Bigot, Esq.





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Administration

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**ITEM #6:** Resolution No. 2022-52 - Announcement of Village of Palm Springs Municipal Election, Polling Locations & Establish Canvassing Board - Tuesday, March 14, 2023

**SUMMARY:** The Village's Municipal Elections have been announced to be held on Tuesday, March 14, 2023, with a possible run-off election date of Tuesday, March 28, 2023. Candidate qualifying was held from 12:00 pm (NOON) on Monday, November 7, 2022 and ended at 12:00 pm (NOON) on Monday, November 21, 2022.

Polling locations for the nine (9) precincts for the municipal election and runoff, if necessary, will be the same as those designated by the Palm Beach County Supervisor of Elections:

- Palm Springs Middle School - 5901 and 5902
- Oasis De Amor Baptist Church 5910 and 5912
- Palm Springs Village Hall - 5911
- Faith Presbyterian Church - 5908
- Holy Redeemer Episcopal Church - 5916, 5920 and 5921

Additionally, Wendy Link (or her designee), the Palm Beach County Supervisor of Elections, will serve as the Canvassing Board. The Canvassing Board will be responsible for attending the Logic & Accuracy Testing of Equipment demonstration prior to the Election as well as canvassing the ballots received (including absentee ballots and provisional ballots) and certifying the results of the Election after tabulation by the Supervisor of Elections.

It should be noted that the Village Clerk (or designee) will represent the Village at the PBC Elections facilities on all occasions as required.

**FISCAL IMPACT:**

There is no direct fiscal impact on the Village because of this specific request.

**ATTACHMENTS:**

1. Resolution No. 2022-52 - Uniform Municipal Election



**RESOLUTION NO. 2022-52**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, DESIGNATING VOTING LOCATIONS FOR THE GENERAL ELECTION ON MARCH 14, 2023; APPOINTING THE CANVASSING BOARD; ASSIGNING THE SUPERVISOR OF ELECTIONS TO HANDLE THE ABSENTEE BALLOTS; PROVIDING FOR A RUN-OFF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the term of office for Council Member for District 4 will expire in 2023; and

**WHEREAS**, the Village of Palm Springs has adopted the uniform election date for Palm Beach County, which will be on March 14, 2023, and a run-off election, if necessary, on March 28, 2023; and

**WHEREAS**, Section 22-2 of the Village Code of Ordinances provides that the Village Council shall designate the place for conducting the election; and

**WHEREAS**, Section 3-03 of the Village Charter provides that the terms of Council Members and the Mayor shall begin immediately after official certification of the results of the election, either special or general, by the Canvassing Board; and

**WHEREAS**, Section 101.5612 of the Florida State Statutes provides that the Canvassing Board shall certify to the accuracy of the tabulating equipment; and

**WHEREAS**, Section 101.5614 of the Florida State Statutes provides for the canvassing of returns; and

**WHEREAS**, Chapter 101 of the Florida Statutes provides for the handling of absentee ballots.

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

**Section 1.** The annual Municipal General Election shall be held on March 14, 2023. Any person who has continuously been a resident of the Village of Palm Springs for one year proceeding the date of qualification and who has qualified as an elector in

Palm Beach County shall be eligible to hold the office of Village Mayor or Council Member. A Council Member must reside within the district they seek to represent.

**Section 2.** Candidates for Council Member for District 4 have filed written notice with the Village Clerk at Village Hall, 226 Cypress Lane, Palm Springs, Florida during the Candidates Qualifying Period.

**Section 3.** Precincts for the municipal election and runoff, if necessary, will be the same as those designated by the County.

**Section 4.** The Supervisor of Elections shall conduct a Logic and Accuracy Test for the tabulation of all ballots, including absentee ballots, and the Village Clerk or her designee shall be present during such testing.

**Section 5.** The Village Council authorizes the Palm Beach County Supervisor of Elections to distribute, canvass and certify all ballots for the Village's General Election, including absentee ballots, in accordance with the Florida Election Code and the Village Code of Ordinances. The Village Council further delegates all canvassing duties, as defined by Florida Statute and the Florida Administrative Code, to the County Canvassing Board appointed by the Palm Beach County Commission and the Chief Judge of the Fifteenth Judicial Circuit and will be composed of the Supervisor of Elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners, or their respective alternates or substitutes.

**Section 6.** The Canvassing Board will canvass and certify absentee and provisional ballots for the municipal election, along with the Supervisor of Elections.

**Section 7.** In the event a run-off election is required, it will be held on Tuesday, March 28, 2023, and the Logic and Accuracy Test for this election will be scheduled, and held at an approved PBC Elections Facility.

**Section 9.** This Resolution shall take effect immediately upon adoption.

Council Member offered the foregoing resolution. Council Member \_\_\_\_\_, offered the foregoing Resolution, 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              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, MAYOR PRO TEM  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY M. READY, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Administration

---

**ITEM #7:** Appointment to Palm Springs Community Redevelopment Agency (CRA) Board – Congress Avenue District Member

**SUMMARY:** Currently, there is a CRA Board Member vacancy for the Congress Avenue District due to the resignation of Ms. Ejola Cook, who previously served as Vice President and Chief Administrative Officer of Off Lease Only. Ms. Cook's term would otherwise expire on November 21, 2023.

Dr. Fabiana DesRosiers has submitted an application expressing interest in serving as a CRA Board Member from the Congress Avenue District. Dr. DesRosiers is eligible to serve as a CRA Board Member as she serves as an officer of a commercial property/business (Chief Executive Officer) of the Hispanic Human Resources Council, which is located within the Congress Avenue District of the Palm Springs CRA.

**Note:** The Palm Springs Community Redevelopment Agency (CRA), created in November 2019, was established by a Board that is made up of seven (7) members - five (5) Village Council members and two (2) additional community members (one from each CRA district).

**Note:** The approved CRA Board (as provided within Ordinance No. 2019-19 - November 14, 2019) provides that any person may be appointed as a board member if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the boundaries of the CRA.

If approved, Dr. DesRosiers would serve the remainder of the original four (4) year term, which expires on November 21, 2023, and will be considered for reappointment for a new term at that time.

**Note:** Dr. DesRosiers Board Application is on file in the Village Clerk's Office.

The proposed resolution was prepared by the Assistant CRA Director and reviewed by the Village Attorney.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

1. Resolution No. 2022-51 - Appointing a Congress Ave Representative to the Palm Springs CRA Board

## **RESOLUTION NO. 2022-51**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPOINTING A MEMBER TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY BOARD TO REPRESENT THE CONGRESS AVENUE DISTRICT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2019-09, adopted on March 28, 2019, the Village Council of the Village of Palm Springs, Florida, made a finding of necessity for the creation and establishment of a community redevelopment agency; and

**WHEREAS**, Part III, Chapter 163, Florida Statutes (the "Redevelopment Act") sets forth the procedure for the creation of a community redevelopment agency; and

**WHEREAS**, as provided in the §163.357 of the Redevelopment Act, the Village Council has declared itself to be the community redevelopment agency for any area of the Village determined to be a community redevelopment area pursuant to the Redevelopment Act; and

**WHEREAS**, Village Council, pursuant to §163.357 of the Redevelopment Act, may appoint two additional members to the Palm Springs Community Redevelopment Agency Board; and

**WHEREAS**, Village Council desires to fill the vacant seat of the Congress Avenue District representative to the Palm Springs Community Redevelopment Agency Board;

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

**Section 1.** The recitals set forth in the Whereas clauses above are hereby adopted and approved by the Village Council and incorporated into this resolution.

**Section 2.** The Palm Springs Village Council appoints the following additional member to the Community Redevelopment Agency Board:

Dr. Fabiana DesRosiers as a representative from the Congress Avenue District to a serve out the existing four-year term.

**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,

Resolution No. 2022-51- Appointment to the CRA Board

the vote was as follows:

|                              | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, MAYOR PRO TEM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of DECEMBER, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEVERLY SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Utilities

---

**ITEM #8:** Authorize Motor and Pump Repair Services - Piggyback (Renewal) - Utilities Department (FY 2023 Budget Funded) - Tripp Electric Motors, Inc.

**SUMMARY:** It is necessary for the Utility Department to hire a vendor throughout the year to repair motors and pumps throughout the Village's wastewater collection system (lift station pumps to pump sewage) and two (2) water treatment plants (i.e., pumps used to deliver drinking water).

To ensure the lowest possible price, the staff recommends that the Village renew our ability to contract with Tripp Electric Motors, Inc. by continuing to piggyback Martin County's contract award, which was recently extended to October 23, 2023.

**Note:** This selection by Martin County was originally completed through a competitive selection process – Motor and Pump Repair (RFB #2018-3087 – October 23, 2018). The extended piggyback contract (renewal) would provide the same pricing that the Village is currently receiving {All original bid documents provided on November 1, 2021, Village Council Meeting authorizing the initial piggyback agreement with Tripp Electric Motors are available in the Village Clerk's Office}.

Tripp Electric Motors' pricing would be accepted by the Village if approved. It would allow the Village to continue purchasing by piggybacking on the Martin County contract, including all terms, conditions, and pricing. This contract expires on October 23, 2023. This is the second of two one-year renewal options. During the term of this contract, the Village will not exceed the amount in the approved budget for these goods and services.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited. The proposed amendment to the existing Agreement was prepared by the Village Attorney and reviewed by the Utilities Director and the Finance Director. The Village has worked with the proposed vendor in the past and has received excellent service.

### **FISCAL IMPACT:**

Funding to support purchases under this proposed authority to purchase is available within the FY 2023 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.



**ATTACHMENTS:**

1. Tripp Electric Motors - Proposed Second Amendment
2. Tripp Electric Motors - Approval to Piggyback
3. Martin County - Renewal Agreement

## SECOND AMENDMENT TO AGREEMENT FOR MOTOR & PUMP REPAIR

This Second Amendment to Agreement for Motor & Pump Repair ("Second Amendment") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **Village of Palm Springs**, a Florida Municipal Corporation ("VILLAGE") and **Tripp Electric Motors, Inc.** a corporation authorized to do business in the State of Florida ("CONTRACTOR").

On April 2, 2019, the parties entered into an agreement for Motor & Pump Repair Services (the "Agreement") based upon Contractor's competitively awarded contract with Martin County, Florida, RFB #2018-3087 ("the Martin County Contract") The initial term for the Agreement was to run concurrently with that of the Martin County Contract, until October 23, 2021. After the Martin County Contract was extended an additional year, through October 23, 2022, the VILLAGE and CONTRACTOR entered into the First Amendment to the Agreement extending the term through the same date. On October 23, 2022, Martin County exercised an additional one-year renewal option to extend the term of the Martin County Contract through October 23, 2023.

The purpose of this Second Amendment is to reinstate and renew the term of the Agreement for a period of one (1) year effective October 23, 2022, through October 23, 2023.

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:

### EXTENSION OF CONTRACT TERM

Pursuant to Paragraph 6.10 of the Agreement, as amended, and the terms of the Martin County Contract, as amended, the term of the Agreement is hereby reinstated and effective October 23, 2022 and extended for an additional one (1) year period through October 23, 2023. Pricing and other terms shall remain as set forth in the Agreement unless specifically modified herein. This Contract shall be effective as of October 23, 2022, notwithstanding some or all of the contract documents having been signed on a different date.

All other terms and conditions set forth in the 2018 Agreement, as amended by the parties' First Amendment, and the Martin County Contract as amended and as incorporated herein, remain in full force and effect except to the extent modified herein above.

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

**ATTEST:**

By: \_\_\_\_\_

Kimberly Wynn, Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_

Glen Torcivia

**VILLAGE OF PALM SPRINGS, FLORIDA**

By: \_\_\_\_\_

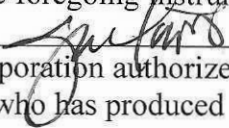
Beverly Smith, Mayor

CONTRACTOR: **TRIPP ELECTRIC MOTORS, INC.**

By:  President  
Jimmy Tripp

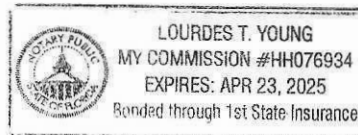
(CORPORATE SEAL)

STATE OF FLA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 28 day of NOVEMBER 2022 by , as PRESIDENT (title) of Tripp Electric Motors, 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 PERSONALLY KNOWN.

Notary Public

Print Name: LOURDES T. YOUNG  
My commission expires: APR 23, 2025





November 21, 2022

The Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

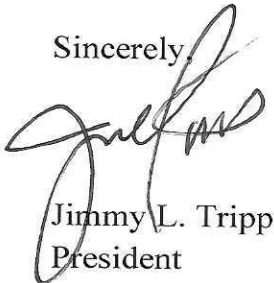
RE: Piggyback Authorization  
per Martin County Contract #RFB2018-3087

To Whom It May Concern:

This letter authorizes The Village of Palm Springs to piggyback the referenced contract between our company, Tripp Electric Motors, and Martin County, including the terms and conditions through October 23, 2023. The pricing established in the referenced Agreement will be applied to each purchase and purchase order issued by The Village of Palm Springs for goods and services rendered.

Tripp Electric Motors looks forward to our ongoing working relationship with The Village for the maintenance and repair services of your industrial electric motors and pumps.

Sincerely,



Jimmy L. Tripp  
President

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## RENEWAL TO AGREEMENT FOR GOODS AND SERVICES

**THIS RENEWAL #2** is made and entered into this 23rd day of October, 2022 by and between MARTIN COUNTY, a political subdivision of Florida ("COUNTY"), and TRIPP ELECTRIC MOTORS, INC. (CONTRACTOR).

### WITNESSETH

**WHEREAS**, the COUNTY and CONTRACTOR entered into an Agreement for Goods & Services to provide MOTOR & PUMP REPAIR pursuant to Martin County Contract #RFB2018-3087 dated October 23, 2018, and;

**WHEREAS**, the Term of the Agreement provides for the option to renew for an additional year, and;

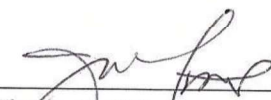
**WHEREAS**, the COUNTY and CONTRACTOR desire to exercise the option to renew that Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The COUNTY exercises its option to renew this Agreement for one (1) year pursuant to the Term of the Agreement.
2. The CONTRACTOR agrees to this renewal.
3. The Agreement is hereby renewed until October 23, 2023.
4. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
5. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

**IN WITNESS WHEREOF**, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

**TRIPP ELECTRIC MOTORS, INC.**

  
\_\_\_\_\_  
Jimmy L. Tripp  
President

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

**Krysti L.  
Brotherton**

Digitally signed by Krysti L.  
Brotherton  
Date: 2022.07.21 09:11:59 -04'00'

\_\_\_\_\_  
Krysti L. Brotherton, NIGP-CPP, CPPB  
Purchasing Manager

**Please provide current contact information below and return this renewal with a copy of your most recent Certificate of Liability Insurance:**

Name: Jimmy Tripp

Phone number: 561-996-3333

Email Address: jimmy@trippmotors.com



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## RENEWAL TO AGREEMENT FOR GOODS AND SERVICES

**THIS RENEWAL #1** is made and entered into this 23rd day of October, 2021 by and between MARTIN COUNTY, a political subdivision of Florida ("COUNTY"), and TRIPP ELECTRIC MOTORS, INC. (CONTRACTOR).

### WITNESSETH

**WHEREAS**, the COUNTY and CONTRACTOR entered into an Agreement for Goods & Services to provide MOTOR & PUMP REPAIR pursuant to Martin County Contract #RFB2018-3087 dated October 23, 2018, and;

**WHEREAS**, the Term of the Agreement provides for the option to renew for an additional year, and;

**WHEREAS**, the COUNTY and CONTRACTOR desire to exercise the option to renew that Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The COUNTY exercises its option to renew this Agreement for one (1) year pursuant to the Term of the Agreement.
2. The CONTRACTOR agrees to this renewal.
3. The Agreement is hereby renewed until October 23, 2022.
4. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
5. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

**IN WITNESS WHEREOF**, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

**TRIPP ELECTRIC MOTORS, INC.**

  
Jimmy L. Tripp  
President

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

Krysti L.  
Brotherton

Digitally signed by Krysti L.  
Brotherton  
Date: 2021.08.30 11:28:50 -04'00'

Krysti L. Brotherton, CPPB  
Purchasing Manager

**Please provide current contact information below and return this renewal with a copy of your most recent Certificate of Liability Insurance:**

Name: Jimmy Tripp

Phone number: 561-996-3333

Email Address: jimmy@trippmotors.com



## **AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES**

THIS AGREEMENT, effective this 23rd day of October in the year, 2018, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:                      Tripp Electric Motors, Inc.  
(hereinafter CONTRACTOR)                1233 N.W. Avenue L  
                                                          Belle Glade, FL. 33430

Contract Name:                                Motor & Pump Repair

Contract Number:                            RFB2018-3087

Contract Term:                                Three (3) years plus two (2) 1-year renewal options

Not to Exceed Amount:                      \$1,500,000.00

**WHEREAS,** COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

**WHEREAS,** COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

**WHEREAS,** COUNTY awarded the Bid to CONTRACTOR; and

**WHEREAS,** CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

**NOW THEREFORE,** in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.



**6. Termination.**

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

**7. Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit A. Prices shall remain firm for the duration of the contract and any renewals or extensions. County shall pay invoices in accordance with Section 218, Florida Statutes (Florida Prompt Payment Act).

**8. Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

**9. Public Records.**

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1. Keep and maintain public records required by the County to perform the Agreement.

9.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

**9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public\_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

**10. Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.

- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:
 

|                                           |                       |
|-------------------------------------------|-----------------------|
| Each Occurance -                          | \$1,000,000           |
| Personal/Advertising Injury -             | \$1,000,000           |
| Products/Completed Operations Aggregate - | \$2,000,000           |
| General Aggregate -                       | \$2,000,000           |
| Fire Damage -                             | \$100,000 and 1 fire  |
| Medical Expense -                         | \$10,000 any 1 person |
- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.
- f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

**11. Indemnification.** CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

**12. Governing Law.** The laws of the State of Florida shall govern this Agreement.

**13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.** The CONTRACTOR is and shall remain an independent contractor and is neither

agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

**14. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

**15. Conflict of Interest.** CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

**16. Documents Comprising Agreement.** The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

**17. Dispute Resolution.**

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

## **18. Confidential Information.**

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat.. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account

of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

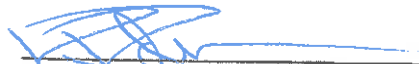
If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

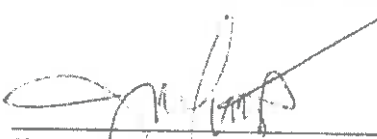
REVIEWED BY

  
\_\_\_\_\_  
Samuel Amerson  
Utilities and Solid Waste Director

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

  
\_\_\_\_\_  
Taryn Kryzda  
County Administrator

TRIPP ELECTRIC MOTORS, INC.

  
\_\_\_\_\_  
Jimmy L. Tripp  
President

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY BY COUNTY ATTORNEY

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Includes, but is not limited to all labor, materials and services necessary to repair and/or replace motors, pumps, generators, blowers, load testers and all related equipment on an as needed basis. The contractor will have the availability of a high stick crane 16 ton capacity capable of pulling and/or setting equipment. The contractor shall be capable of providing on call service, 24 hours a day, 7 days a week. Normal business hours are 7:30 AM to 5:00 PM. The County shall not pay additional for travel time.

1. Contractor must be a member of the Electrical Apparatus Services Association.
2. Vacuum pressure impregnation system to be used for all electrical motor rewinds.
3. Contractor must be capable of performing a dynamic balancing test with a start and finish report.
4. Contractor must be capable of performing a test for core loss with a written report.
5. All work shall be warrantied for one (1) full year from date of completion.
6. Contractor must be able to provide 24 hour turnaround time on emergency repairs.
7. Contractor must have capability of repairing and or rebuilding motors ranging in sizes from 1 horse power to 350 horse power, with RPM ratings from 1200, 1800, 3600.
8. Contractor must have capability of repairing and or rebuilding lift station pumps that range from 2 horse power to 150 horse power with RPM ratings from 1200, 1800, 3600.
9. Contractor must have capability of repairing and or rebuilding vertical turbine pumps that range in size from 25 horse power to 350 horse power with RPM ratings from 1200, 1800, 3600.

The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Contractor and the County.

### **Contract**

The maximum total value of this contract shall not exceed \$1,500,000.00 over the life of the contract.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two (2) additional 1-year terms, if needed, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

RFB2018-3087  
MOTOR & PUMP REPAIR

Company Name: TRIPP ELECTRIC MOTORS, INC.

**MOTOR REPAIRS (REWIND) OPEN HORIZONTAL STANDARD EFFICIENCY**

| HP  | Estimated Quantity | 1200 RPM PRICE<br>PER REPAIR | 1800RPM<br>PRICE PER | 3600 RPM PRICE<br>PER REPAIR |
|-----|--------------------|------------------------------|----------------------|------------------------------|
| 5   | 10                 | \$ 178.00                    | \$ 165.00            | \$ 165.00                    |
| 7.5 | 10                 | \$ 185.00                    | \$ 170.00            | \$ 170.00                    |
| 10  | 10                 | \$ 210.00                    | \$ 185.00            | \$ 185.00                    |
| 15  | 10                 | \$ 265.00                    | \$ 245.00            | \$ 245.00                    |
| 20  | 10                 | \$ 310.00                    | \$ 285.00            | \$ 285.00                    |
| 25  | 2                  | \$ 335.00                    | \$ 310.00            | \$ 310.00                    |
| 30  | 2                  | \$ 390.00                    | \$ 340.00            | \$ 340.00                    |
| 40  | 2                  | \$ 460.00                    | \$ 440.00            | \$ 440.00                    |
| 50  | 2                  | \$ 590.00                    | \$ 530.00            | \$ 530.00                    |

|                 |            |            |            |                   |
|-----------------|------------|------------|------------|-------------------|
| <b>BASE BID</b> | \$2,923.00 | \$2,670.00 | \$2,670.00 | <b>\$8,263.00</b> |
|-----------------|------------|------------|------------|-------------------|

**OTHER PRICING**

| HP  | Estimated Quantity | 1200 RPM    | 1800RPM     | 3600 RPM    |
|-----|--------------------|-------------|-------------|-------------|
| 1   | 1                  | \$ 140.00   | \$ 135.00   | \$ 135.00   |
| 1.5 | 1                  | \$ 160.00   | \$ 145.00   | \$ 145.00   |
| 2   | 1                  | \$ 165.00   | \$ 155.00   | \$ 155.00   |
| 3   | 1                  | \$ 170.00   | \$ 160.00   | \$ 160.00   |
| 60  | 1                  | \$ 680.00   | \$ 640.00   | \$ 640.00   |
| 75  | 1                  | \$ 720.00   | \$ 680.00   | \$ 680.00   |
| 100 | 1                  | \$ 1,100.00 | \$ 975.00   | \$ 975.00   |
| 125 | 1                  | \$ 1,250.00 | \$ 1,100.00 | \$ 1,100.00 |
| 150 | 1                  | \$ 1,380.00 | \$ 1,190.00 | \$ 1,190.00 |
| 200 | 1                  | \$ 1,475.00 | \$ 1,300.00 | \$ 1,300.00 |
| 250 | 1                  | \$ 2,150.00 | \$ 1,870.00 | \$ 1,870.00 |
| 300 | 1                  | \$ 2,460.00 | \$ 2,160.00 | \$ 2,160.00 |
| 350 | 1                  | \$ 2,830.00 | \$ 2,450.00 | \$ 2,450.00 |

**ADDED PERCENTAGE FOR:**

|            |     |
|------------|-----|
| Multispeed | 30% |
| Premium    | 0%  |
| Vertical   | 10% |
| Parts      | 10% |

**PUMP REPAIRS**

|                     |          |
|---------------------|----------|
| Labor Cost per Hour | \$ 41.35 |
| Parts % over Cost   | 10%      |

|                                   |          |
|-----------------------------------|----------|
| 16 Ton High Stack Crane, per Hour | \$ 90.00 |
|-----------------------------------|----------|



## INSTRUCTIONS

Submit one original and one copy of all required bid forms.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

## BID SIGNATURE SECTION

**This form must be returned with bid. Bids in any other format will not be accepted.**

TRIPP ELECTRIC MOTORS, INC.

Company Name

561-996-3333

Telephone

JIMMY L. TRIPP

Name of Authorized Representative (Print)

561-996-1811

Fax

PRESIDENT

Title

65-0373189

Federal Employer ID#

1233 N.W. AVENUE L

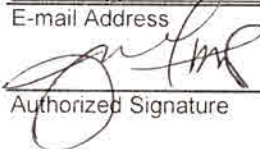
Street Address

TEMINC@BELLSOUTH.NET

E-mail Address

BELLE GLADE, FL 33430

City, State Zip

  
Authorized Signature



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Administration

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**ITEM #9:** Approve Contract for Construction Manager at Risk Services - Kaufman Lynn Construction - Police Department Building Expansion (Task Order No. 269)

**SUMMARY:** Village staff is requesting approval of a Contract for Construction Manager at Risk Services with Kaufman Lynn Construction, Inc. to provide pre-construction and construction services for the expansion of the police department building, as well as a guaranteed maximum price (GMP) of the construction costs.

As Construction Manager for the Village, Kaufman Lynn will work with the architects, Song and Associates, to review construction drawings, specifications and schedules, and provide "value engineering" recommendations on design and materials to guide a building expansion that 1) will allow continued operations in the existing portion of the building during construction, 2) can be constructed within a 12-18 month timeframe based on supply chain knowledge, and 3) is within the Village's programmed budget.

Kaufman Lynn has a team of highly qualified pre-construction design professionals and experienced construction supervisors/project managers. In addition to preparing a construction budget, as Construction Managers, they will assist in procuring all materials and supplies per Village procedures, take the lead in bidding and awarding all trade contracts, provide full-time staff to coordinate and direct construction and represent Village interests in maintaining the project schedule and cost controls.

Compensation for Construction Manager at Risk services includes (as outlined in Article 7):

| <b><u>Phase</u></b> | <b><u>Fee</u></b>                                                                       |
|---------------------|-----------------------------------------------------------------------------------------|
| Pre-Construction    | \$10,000 per month (not to exceed \$60,000)                                             |
| Construction        | to be included in GMP (subject to a contract amendment approved by the Village Council) |

**Note:** Industry-wide construction management fees are typically in the range of 5%-15% of the construction costs.

**Note:** On September 22, 2022, through a Request for Proposals (RFP) for Construction Manager at Risk Services (RFP 2022R-003), the Village Council selected Kaufman Lynn Construction to serve as the Village's construction manager for the expansion of the police department building.

On May 19, 2022, the Village issued a Request for Proposals (RFP) for the Construction Manager at Risk Services (RFP 2022R-003). The purpose of this RFP was to award one company with a contract to provide the Village with pre-construction and construction services for the expansion of the police

department building.

As a result, the Village received five (5) responses:

- Di Pompeo Construction Corporation – Pompano Beach, Florida
- Hedrick Brothers Construction – West Palm Beach, Florida
- Kaufman Lynn Construction – Delray Beach, Florida
- Pirtle Construction Company – West Palm Beach, Florida
- Sisca Construction Services, LLC. – West Palm Beach, Florida

The seven members of the Construction Manager at Risk Evaluation Committee, appointed by the Village Manager, included representatives from the Police Department, Public Services, Finance, and the Planning, Zoning & Building Department, which met on August 5, 2022, to review each submittal. Each firm's response was evaluated and scored based on:

- Related Building Experience
- The Volume of Previous Work
- Pre-Construction Services Staff
- Construction Services Staff
- Location of Firm's Offices

Based on the collective scoring of the proposal packages, the Committee unanimously determined that the top three (3) ranked firms should be invited to do a presentation and interview for the Evaluation Committee before final selection. Each firm could present relevant qualifications followed by a question and answer period.

The three firms selected were:

- Hedrick Brothers Construction – West Palm Beach, Florida
- Kaufman Lynn Construction – Delray Beach, Florida
- Pirtle Construction Company – West Palm Beach, Florida

Interviews with the three (3) firms were scheduled by the Procurement Specialist to take place on August 22, 2022. Hedrick Brothers Construction and Pirtle Company Construction withdrew their bid proposal. Ultimately, this left Kaufman Lynn Construction as the only firm that provided a presentation. Based on the total score and ranking from the qualification package and interviews, the Committee selected Kaufman Lynn Construction as the firm to recommend to the Village Council for approval to enter contract negotiation.

**Note:** All meetings were properly advertised, and the Palm Beach County Inspector General's Office was notified as required by PBC Code Sec. 2-423(8) – ARTICLE XII. INSPECTOR GENERAL.

The original contract was prepared by the Village Project Manager and reviewed by the Village Attorney and Assistant Village Manager. The final contract was prepared by the Village Attorney and Kaufman Lynn and reviewed by the Assistant Village Manager and Project Manager.

### **FISCAL IMPACT:**

Funding to support a construction manager for the Police Department building expansion is available within the FY 2023 Budget - General Fund and the Capital Improvement Plan (CIP) utilizing Infrastructure Surtax (Sales Tax) funds.

This project is expected to extend into the next fiscal year (and possibly additional fiscal years) and will be included within the proposed FY 2024 Budget - General Fund. As a result, some of the

expenditures for this project have been funded within the FY 2019, FY 2020, FY 2021, FY 2022 and FY 2023 Budget - General Fund.

**ATTACHMENTS:**

1. Proposed Contract for Construction Manager at Risk Services - UPDATED INFORMATION
2. Kaufman Lynn Construction Proposal - RFP 2022R-003 - Police Department Expansion
3. RFP 2022R-003 Proposal Package for CM at Risk

## **CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES**

This Contract is between **VILLAGE OF PALM SPRINGS**, a political subdivision of the State of Florida, hereinafter referred to as "**Village**" and Kaufman Lynn Construction, Inc., Federal Tax ID Number 65-0098115 hereinafter referred to as the "**Construction Manager**" or "**CM**".

### **WITNESSETH:**

That the said Construction Manager having been awarded the Contract for the:

**CM @ RISK SERVICES for Project Name: Police Department Building Expansion** \_\_\_\_\_  
**Project #** \_\_\_\_\_

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Construction Manager hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, and within the time limit specified in the Contract Documents.

The parties agree that the Contract Documents consist of the following documents that are incorporated herein by reference:

- The Contract and any approved amendments (when executed);
- Special Conditions;
- General Conditions to the Contract;
- Work Authorizations, GMP Amendment/Work Orders and any Change Orders thereto;
- Public Construction Bond and Form of Guarantee;
- Insurance Certificates;
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto (the Construction Documents);
- Request for Proposal (RFP) and Construction Manager's Proposal;

### **ARTICLE 1**

#### **GENERAL TERMS**

**1.1 Definitions.** Terms used in this Contract shall have the following meanings:

- 1.1.1 "Amendment"** means a written instrument approved and executed by the parties that modifies the Contract.
- 1.1.2 "Architect"** means the Architect/Engineer of Record for the Project which will be designated in the special conditions to this Contract.

- 1.1.3 **Reserved.**
- 1.1.4 **“Basic Services”** means the services described in Article 2 of this Contract.
- 1.1.5 **“Change Order”** means written orders to the Construction Manager for any changes in accordance with GC 65 of the General Conditions.
- 1.1.6 **“Construction Contingency”** or **“Contingency”** means the amount agreed upon in the GMP Amendment for Construction Manager’s use in accordance with Section 6.3.
- 1.1.7 **“Construction Documents”** means the technical specifications, design documents whether preliminary or final, architectural drawings, construction drawings, plans, addenda and Change Orders for the Project.
- 1.1.8 **“Construction Manager’s Fee”** or **“CM Fee”** has the meaning set forth in Section 6.4 hereof.
- 1.1.9 **“Construction Schedule”** or **“Master Project Schedule”** has the meaning set forth in Section 1.6.
- 1.1.10 **“Construction Team”** means the Village, the Architect and the Construction Manager.
- 1.1.11 **“Contract”** means the Contract as defined on page one hereof.
- 1.1.12 **“Contractor”** or **“Construction Manager”** or **“CM”** the terms will be used interchangeably and means the company named in the initial paragraph of page one of this Contract
- 1.1.13 **“Contract Sum”** means Guaranteed Maximum Price for the Project, and the terms will be used interchangeably.
- 1.1.14 **“Contract Time”** means, collectively and subject to modification by Change Order, the dates established pursuant to the Contract Documents for Construction Manager to achieve Substantial Completion, final completion and all other interim milestone dates.
- 1.1.15 **“Cost of the Work”** has the meaning set forth in Section 8.1.
- 1.1.16 **“Days”** shall mean calendar days (as opposed to business days) unless expressly stated otherwise.
- 1.1.17 **Reserved.**
- 1.1.18 **“Guaranteed Maximum Price”** or **“GMP”** the terms will be used interchangeably, means the amount calculated for the Project in accordance with Article 6 hereof and accepted by the Village.
- 1.1.19 **“GMP Amendment”** means an amendment to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for the Project; the GMP Amendment may be issued as a Village Directive or an Amendment depending on the value thereof.
- 1.1.20 **“Liquidated Damages”** has the meaning set forth in GC 79 of the General Conditions.
- 1.1.21 **“Village”** means Village of Palm Springs.



**1.1.22 "Preconstruction Services Fee"** has the meaning set forth in Section 7.1.1.

**1.1.23 Reserved.**

**1.1.24 "Subcontractor"** means Trade Contractor, and the terms will be used interchangeably.

**1.1.25 "Trade Contractor"** means the Subcontractors hired by the CM to perform the Work for the Project.

**1.1.26 "Work"** means all the preconstruction, the construction and other services required by the Contract and includes all labor, materials, equipment, supervision and services provided by the Construction Manager to fulfill its obligations under the Contract for the Project.

**1.1.27 "Work Order"** means an Amendment to the Contract that authorizes construction services for the Project.

**1.1.28 "Work Authorization"** means an Amendment to the Contract that authorizes pre-construction services for the Project.

**1.1.29 "Village Contingency"** means the amount agreed upon in the GMP Amendment for the Village's use in accordance with Section 6.3.1.

**1.2 Standard of Performance.** The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Village and Architect in furthering the interests of the Village. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Village.

**1.3 The Construction Team.** The Construction Manager, the Village, and the Architect (the "Construction Team") will cooperate together through construction completion for the Project. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Village liable for the acts or deeds of the Construction Manager.

**1.4 General Warranties.** By execution of this Contract, the Village and Construction Manager each represent and warrant to the other that they are authorized to enter into this Contract and that this Contract represents such party's legal, valid and binding obligation, enforceable according to the terms thereof.

**1.5 Construction Manager's Warranties.** Construction Manager covenants, represents and warrants to Village that:

It is a business organization duly organized, validly existing and in good standing under the laws of the State of Florida, having full power and authority to engage in the business it presently conducts and contemplates conducting, and is and throughout the Work will be duly licensed or qualified and in good standing under the laws of said jurisdiction;

It has the required authority, ability, skills and capacity to perform, and shall perform, the Work in a manner consistent with sound engineering and construction principles, project management and supervisory procedures, and reporting and accounting procedures;

The execution, delivery and performance of this Contract will not conflict with any applicable laws or with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;

It has knowledge of all the applicable laws in effect on the effective date of the Contract and of all business practices in the jurisdiction within which the Work is located that must be followed in performing the Work.

#### **1.6 Time is of the Essence.**

Time is of the essence in this Contract, and the Construction Manager agrees to promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to the Village.

Construction Manager acknowledges and recognizes that the Work for the Project must be performed in accordance with the Construction Schedule developed for the Project in accordance with Article 5 hereof and General Condition 47 of the Contract.

By signing this Contract, the Construction Manager agrees to the assessment of Liquidated Damages as provided in Article 5 hereof.

In agreeing to bear the risk of delays which were or should have been within the Construction Manager's control for completion of the Work, except for extensions approved in accordance with the Contract, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a materialman or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the Village for consideration of an extension in accordance with the General Conditions of the Contract.

**1.7 Complete Functional Project.** It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or not specifically called for. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of performance of the Work and Construction Manager shall comply therewith. The Village shall have no duties other than those duties and obligations expressly set forth within the Contract.

**1.8 Governing Order.** The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Construction Manager. A requirement occurring in one is as binding as though occurring in all. They are intended to be



complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

1. This Contract and any Amendments to this Contract including Work Authorizations, GMP Amendment/Work Orders and Change Orders thereto
2. Construction Manager's Qualifications and Assumptions
3. Special Conditions
4. General Conditions
5. Insurance Certificates, Public Construction Bond and Guarantee
6. The Construction Documents (when approved)
7. The RFP
8. The Construction Manager's Proposal

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then the Village shall resolve the conflict in any manner which is reasonably acceptable to the Village, and which comports with the overall intent of the Contract.

**1.9 Extent of Agreement.** The Contract represents the entire agreement between the Village and the Construction Manager and supersedes all prior negotiations, representations or agreements. This Contract may be amended only by written instrument signed by the Village and the Construction Manager.

## **ARTICLE 2**

### **CONSTRUCTION MANAGER'S BASIC SERVICES**

**2.0 Phases.** The Construction Manager's Basic Services under this Contract include preconstruction phase services and construction phase services for the Project.

**2.0.1 CM's Project Manager.** Unless agreed to the contrary in writing by the Village, the Construction Manager shall provide continuity in the assignment of the Construction Manager's Project Manager during the pre-construction and construction phases for the Project.

**2.1 The Preconstruction Phase.** It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Village and Architect in maintaining the project budget and project scope for the Project. The Construction Manager shall perform the following pre-construction services:

**2.1.1 Design Team Meetings.** CM shall meet with the Architect and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of the Project.

**2.1.2 Reports Required.** CM shall provide preconstruction deliverables consisting of electronic copies of reports at schematic design, 100% design development, 50% Construction Documents, and 95% Construction Documents together with a Guaranteed Maximum Price proposal for the Project. The reports shall include a complete discussion and summary of the services provided in accordance with the following subparagraphs including the schedule and a detailed cost estimate.

**2.1.3 Design Reviews.** CM shall review designs during their development as to constructability, including without limitation bringing to the Village's and Architect's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the Village and the Architect. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the Construction Manager's in-depth study/research; and, (3) written recommendations for addressing the issue. CM shall proactively advise the Architect with regard to the most effective approach for designing the Project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. CM shall provide recommendations on relative feasibility of construction methods; compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Village's design objectives. CM shall conduct the comparisons and reviews required by General Condition (GC) 19.

**2.1.4 Construction Feasibility Meetings.** CM shall attend regularly scheduled meetings with the Architect and consultants to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written recommendations on construction feasibility.

**2.1.5 Value Analysis.** After a complete review of the Schematic Design Phase, CM shall evaluate the design and obtain an understanding of the intent of the Village and Architect, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the Architect and Village. All recommendations shall be in writing and must be fully reviewed with the Architect and approved by the Village prior to implementation.

**2.1.5.1 Value Analysis Includes Operational Costs.** Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis, as may be required, to assist the Architect to achieve an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule.

**2.1.6 Schedules.** CM shall provide, for the Architect's and the Village's review and acceptance, a schedule that details the Construction Manager's services, with the anticipated Construction Schedules for the Project. The Construction Manager shall update such schedule periodically, as required, but not more frequently than once per month.

**2.1.7 Cost Estimates.** Based on design documents, CM shall prepare for the Village's approval a detailed estimate of construction cost, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect. CM shall update and refine this estimate as the Architect prepares each design phase of the Project (DDs, CDs). CM shall advise the Village and the Architect if it appears that the construction cost may exceed the project budget. CM shall make recommendations for corrective action.

**2.1.8 Specification Review.** The Construction Manager shall review the drawings and specifications as they are being prepared, (solely in its capacity as a Construction Manager and not as a design professional, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect in writing upon observing any known features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing,



conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

**2.1.8.1 Industry Accepted Practices.** The Construction Manager shall provide a thorough interdisciplinary coordination review of the construction drawings and specifications submitted for review to the agency having jurisdiction for plan review and building permits, before Trade Contractor bidding. This review shall be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated.

**2.1.9 Schedule for Building Components and Systems.** The Construction Manager agrees that time is of the essence in maintaining the project schedule for the Project. In an effort to achieve the project schedule, the Architect will rely upon the input and recommendations of the Construction Manager on lead times and availability of equipment and materials in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

**2.1.10 Maintenance of Schedule.** It is incumbent upon the Construction Manager to advise the Architect of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the Project.

**2.1.11 Dividing Project into Trades.** CM shall advise on the separation of the Project into subcontracts for various categories of work. If separate contracts are to be awarded, review the drawings and specifications, and make recommendations as required to provide that (1) the work of the separate contractors is coordinated with that of the Trade Contractors, (2) all requirements for the Project have been assigned to the appropriate separate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

**2.1.12 Schedule for Each Trade.** CM shall develop a preliminary project Construction Schedule in Primavera P6 format that can be subsequently imported by Microsoft Project, providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. CM shall provide the project Construction Schedule for each set of bidding documents. CM shall develop a plan for the phasing of construction. The CM shall provide each schedule and update in both PDF format and electronic format to the Village at prescribed intervals.

**2.1.12.1 Long Lead Items.** CM shall establish a schedule for the purchase of materials and equipment requiring long lead time procurement and coordinate the schedule with the early preparation of portions of the Construction Documents by the Architect. CM shall expedite and coordinate delivery of these purchases.

**2.1.13 Pre-Qualification of Trade Contractors; Competitive Public Bidding Required.** CM shall develop procedures which are acceptable to the Village for the prequalification of Trade Contractors. CM shall provide copies of draft bid documents to Village. CM shall review draft bid documents with Village to ascertain that all required contract clauses have been included in draft bid documents. CM shall finalize bid documents after Village review. CM shall develop Trade Contractor interest in the Project, publicly advertise the project in the local newspaper and advertise on relevant trade industry websites and conduct pre-bid conferences with interested bidders to review the documents. CM shall take competitive bids on the Work (from at least three bidders) of the various Trade Contractors or, if authorized by the Village in writing, negotiate for the performance of that Work. The Construction Manager shall use its best efforts to encourage minority, women owned, and local Trade Contractors to bid on the Project. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable

to the Construction Manager as a prerequisite to bidding on the Work. CM shall analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts and prepare for review with the Village and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of work. Specifically, CM shall review the scope of work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. CM shall maintain records of all pre-award interviews with apparent low bidders.

**2.1.14 GMP Submission.** Upon agreement of the Village and Construction Manager, the Construction Manager's GMP may be submitted at any time after completion and approval of the design development phase, but in no case later than 45 days after submission of the Construction Documents to the agency having jurisdiction for plans review and permitting. The Construction Manager will develop and provide to the Village a GMP which will include all construction costs, and all other projected costs including without limitation the Construction Manager Fees, the Construction Contingency and General Conditions allowance. The GMP shall set out each anticipated trade contract amount; the Construction Manager's fixed fee; General Conditions reimbursable costs including on-site field staff, and all project related costs, i.e., bonds, personnel, payroll benefit, etc.

**2.1.14.1 Assumptions.** All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

**2.1.14.2 Maintenance of the Project Budget.** In the event that the GMP exceeds the project construction budget, the Village reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the Project as necessary to maintain the project program and meet the project construction budget as follows:

- a. After consultation with the Village, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft the Construction Documents as necessary to accomplish the required reduction in cost.
- b. The Construction Manager shall develop and provide to the Village a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- c. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents and make recommendations to the Village as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the project construction budget.

**2.1.14.3 Village's Right to Reject GMP.** The Village has the right to reject any GMP as originally submitted, or as adjusted. In addition, the Village has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP.

**2.1.14.4 Review of Budget, Estimates and GMP.** The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the Village for reasonableness and compatibility with the project construction budget. Meetings and negotiations with the Construction Manager will be



held to resolve questions and differences that may occur between the project construction budget and the Construction Manager's construction cost estimate and the corresponding GMP. If indicated by the project construction budget limitations or other circumstances, the Construction Manager shall work with the Village to reach a mutually acceptable GMP.

**2.1.14.5 Acceptance of GMP; Public Construction Bond Required.** If the GMP proposal is accepted, in writing, by the Village, it will become an amendment to this Contract which will establish the GMP, Contract Time, and Liquidated Damages for that phase of the Work (the GMP Amendment) for the Project. A "Public Construction Bond and Form of Guarantee" on the Village's standard forms shall be provided by the Construction Manager simultaneously with the GMP Amendment for the Project.

**2.2 Construction Phase.** Unless otherwise authorized by the Village, all Work shall be performed under trade contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor work or perform such work with its own forces without the prior written consent of the Village. The Construction Manager shall perform the following construction services:

**2.2.1 General.** CM shall administer the construction phase as provided in the Contract.

**2.2.2 Commencement of Work.** CM shall commence the Work within 10 days after the latest of the following: (a) receipt of the executed Guaranteed Maximum Price amendment, (b) receipt of all permits necessary to commence the Work and continue without interruption, and (c) "Notice to Proceed" (NTP) from the Village.

**2.2.3 Award Trade Contracts.** CM shall promptly award and execute trade contracts with approved Trade Contractors. CM shall provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to the Village, when requested. The subcontractor buyout is to be completed within 60 days from NTP and the Contingency reconciled with the savings/overage unless the Construction Manager requests and receives a time extension from the Village.

**2.2.4 Management of the Work.** CM shall manage, schedule and coordinate the Work, including the work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Village, Architect and Construction Manager in order to complete the Project in accordance with the Village's objectives of cost, time and quality. CM shall develop and maintain a program, acceptable to the Village and Architect, to assure quality control of the construction. CM shall supervise the work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. CM shall provide instructions to each Trade Contractor when its work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specification and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Village shall be the final judge of performance and acceptability.

**2.2.5 CM Staff.** CM shall maintain exclusively for the Project a competent full-time staff at the project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the sub-contractors and CM shall provide no less than those personnel during the respective phases of construction that are set forth in an exhibit to the GMP Amendment. The CM shall not change any of those persons unless mutually agreed to by the Village and Construction Manager. In such case, the Village shall have the right of approval of the



qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the Construction Manager's Proposal and its interview presentation and shall not be removed or replaced without the Village's consent. Upon written notice and with reasonable justification, the Village shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Village. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

**2.2.5.1 On-Site Authority.** CM shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. CM shall identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. CM shall make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

**2.2.6 Project Manual.** CM shall establish procedures for coordination among the Village, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work. CM shall implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

**2.2.6.1 Coordination Drawings.** CM shall require of the various Trade Contractors such coordination drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

**2.2.6.2 Processing of Shop Drawings.** In coordination with the Architect, CM shall establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

**2.2.7 Progress Meetings.** CM shall schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. CM shall attend team meetings with the Architect and Village.

**2.2.8 Schedule Updates.** CM shall review the schedule with the various Trade Contractors and review, or expand the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. CM shall regularly monitor and update the project schedule and various sub-networks as construction progresses. CM shall identify potential variances between scheduled and probable completion dates. CM shall review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. CM shall provide summary reports of each monitoring and document all changes in the schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

**2.2.9 Management of Trade Contractors.** CM shall determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Village and the Architect, CM shall take necessary corrective actions when requirements of a trade contract or a trade contract schedule are not being met.

**2.2.10 Village Furnished Material.** Whenever Village-Furnished Contractor-Installed (OFICI) materials or equipment are shipped to the project site, the Construction Manager shall notify the Village and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided the scope of the Village-Furnished Contractor-Installed (OFICI) work is included within the Guaranteed Maximum Price.



**2.2.11 Cost Control.** CM shall develop and maintain an effective system of project cost control which is satisfactory to the Village. CM shall revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. CM shall identify variances between actual and budgeted or estimated costs and advise Village and Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly project report outlined herein.

**2.2.12 Records.** CM shall maintain a consistent and accurate accounting system. The Construction Manager shall preserve all accounting records for a period of five (5) years after final payment of the Work or as otherwise requested in writing by the Village. Subject to the limitations on auditing of stipulated rates or fixed percentages set forth in the contract, the Village shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after final payment of the Work.

**2.2.12.1 Sales Tax Savings Program.** CM shall administer direct tax savings purchase program (if provided as SC 10 to the Special Conditions).

**2.2.13 Change Orders.** CM shall develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect/ Engineer's responsibilities for design, CM shall recommend necessary or desirable changes to the Village and the Architect, review requests for changes and submit recommendations to the Village and Architect.

**2.2.13.1 Change Order Cost Estimates.** When requested by the Village or Architect, CM shall promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Village, CM shall promptly secure formal written Change Order proposals from such Trade Contractors.

**2.2.14 CM Safety Programs.** CM shall be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program.

**2.2.14.1 Notice of Safety Issues.** CM shall promptly notify the Village and, where applicable, the Village's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the project site.

**2.2.14.2 Safety Meetings.** At progress meetings with Trade Contractors, CM shall conduct a review of job safety and accident prevention and prepare minutes of such meetings that will be available to the Village's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Village's Insurance Administrator, where applicable, upon request.

**2.2.15 Security.** CM shall make provisions for project security reasonably acceptable to the Village, to protect the project site and materials stored off-site, or on-site, against theft, vandalism, weather, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

**2.2.16 Monthly Progress Reports.** CM shall record the progress of the Project. CM shall submit written monthly progress reports to the Village and the Architect including information on the Trade Contractors' work, the percentage of completion, current estimating, computerized updated monthly "Critical Path Method" scheduling and project accounting reports, including estimated time to completion and estimated cost to complete. CM shall keep a daily log available to the Village and the Architect. CM shall report and record such additional information related to construction as may be requested by the Village.

**2.2.17 Hazardous Materials Disposal.** The Construction Manager shall be responsible for the coordination of removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Handling and removal will be performed, if necessary, under separate contract with Village. However, hazardous material, described by federal guidelines brought onsite by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the Construction Documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

**2.2.18 Funding Agreements.** Construction Manager shall comply with all requirements of funding agreements which apply to all or a part of the Work including preparing such reports and making such certifications and representations as may be required by Village or required by a funding agency for the project. Village will cooperate with Construction Manager in identifying any applicable funding agency requirements and provide Construction Manager with an opportunity to review the same to determine any impact on the Project budget prior to Village agreeing to a funding agreement.

### **ARTICLE 3**

#### **ADDITIONAL SERVICES**

Upon the mutual agreement of the Village and the Construction Manager, and upon written authorization from the Village, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by the Village and the Construction Manager at the time of the additional service request.

### **ARTICLE 4**

#### **VILLAGE'S RESPONSIBILITIES**

**4.1 Village's Representative.** The Village will designate a representative to act on its behalf (the Village's Representative) for the Project. This representative, or his/her designee, will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Village in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

**4.2 Inspector.** The Village may retain or require the Construction Manager to retain a "threshold building" special inspector, if required by Chapter 553, Florida Statutes. All services provided by the special inspector shall be paid by the Construction Manager.

**4.3 Review of CM Deliverables.** The Village will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables within a reasonable time.



## **ARTICLE 5**

### **SCHEDULE**

**5.1 Preconstruction Phase.** The Construction Manager shall submit the pre-construction reports required under Article 2 hereof within 14 days following completion of each applicable design phase and the Guaranteed Maximum Price proposal within 45 days after the Construction Documents have been made available to the Construction Manager.

**5.2 Construction Phase.** The number of days for performance of the Work under the construction phase of the Project shall be established in the Guaranteed Maximum Price Amendment to this Contract.

**5.3 Critical Dates Established.** At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, a project substantial completion date, a project final completion date and a Village occupancy date in accordance with the Master Project Schedule, shall also be established by the Construction Team for the Project. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Village occupancy date for the Project. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved Master Project Schedule will result in substantial damages to the Village. Liquidated Damages as provided for in the GMP Amendment shall be assessed at a rate to be agreed upon by the parties in the GMP Amendment, and after a specified grace period of thirty (30) days.

**5.4 Acceleration of Schedule.** In the event the Village desires to accelerate the schedule for any portion of the Work, the Village shall notify the Construction Manager in writing. As soon as possible but not later than 21 days after the Village request, the Construction Manager shall give the Village a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. Subject to limitations required to perform the Work in a manner consistent with applicable safety standards and regulations, the Village may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved change order. In such event the Village shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price or adjust the GMP if said acceleration would cause the Cost of the Work to exceed the same. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Village's approval of such records.

**5.5 Use or Occupancy Ahead of Schedule.** Subject to approval of applicable insurance carriers, the Village shall have the right to occupy, or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Village in writing and the use or occupancy will be treated as a change to the Work in accordance with Article 9 herein.

## **ARTICLE 6**

### **GUARANTEED MAXIMUM PRICE**

**6.1 GMP.** The GMP includes the Cost of the Work required by the Contract as defined in Article 8 of this Contract, and the Construction Manager's lump sum fee as defined in Paragraph 6.4 of this Contract. The GMP for

the Project will be established based on Construction Documents prepared by the Architect. The GMP is subject to modification for Village changes in the Work as provided in Article 9, herein.

**6.2 Taxes.** The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

**6.3 Construction Contingency.** In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Contingency which is included for use by the Construction Manager for the purpose of defraying the expenses due to unforeseen circumstances relating to construction that could not reasonably have been anticipated. The amount of the Construction Contingency will be set in the GMP Amendment. The Construction Manager will be required to furnish documentation reasonably evidencing expenditures charged to this Contingency prior to the release of funds by the Village. Documentation for use of the Contingency shall be reasonably determined by the Village. If trade contracts are executed below the applicable line items in the GMP (e.g. buyout savings), the surplus will be added to the Contingency. If trade contracts are above the applicable line items in the GMP, the deficiency will be aggregated against buyout savings from other line items within the GMP. If a deficiency remains, it may be taken from the Contingency, however such events shall not be cause to increase the GMP. The Contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including without limitation (1) documented scope gaps between trade contractors unless work is shown on drawings, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate, (4) unforeseen field conditions, and (5) unforeseeable material escalation costs. The Contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager may perform that portion of the Work if agreed to by Village or may negotiate for its performance for the specified line item lump sum amount or less.

**6.3.1 Village Contingency.** In addition to the Construction Contingency, the GMP will include an agreed upon sum as a Village Contingency which is included for use solely by the Village for the purpose of defraying expenses due to unforeseen circumstances, design changes, cost overruns on allowance items (if any), escalation costs, funding of Change Orders, Construction Change Directives or other additions or modifications to the Work called for in this Contract. The amount of the Village Contingency will be set in the GMP Amendment.

**6.3.2** To the extent that any portion of the Construction Contingency or Village Contingency remains unallocated on the date of Final Completion of the Project and after the issuance of Final Payment for the Project, the remaining, unused portions shall belong to the Village.

**6.4 CM Fee.** Construction Manager's Fee during the Construction Phase will be agreed upon in the GMP Amendment as a fixed percentage to be applied, and paid in addition to, the reimbursable Cost of the Work set forth in Article 8, and will include only the following categories of expenses:

**6.4.1** The cost of its home or branch office employees or consultants not at the project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

**6.4.2** The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.



**6.4.3** General operating expenses of the Construction Manager's principal and branch offices, other than the field office.

**6.4.4** Construction Manager's capital expenses.

**6.4.5** Overhead and profit.

**6.4.6** All costs for computers, networks, wiring of networks, printers, support, software including project management software system for the Project, e.g., Pro-Log, including fees to have the Architect, the Village and Subcontractors part of the system.

**6.4.7** Travel and per diem costs of Construction Manager's employees and consultants if calculated in accordance with F.S. 112.061.

**6.4.8** Expenses such as internet service fees, long distance telephone calls, telephone, water, and electrical service at the Construction Manager's field office at the site, postage, office supplies, expressage, and similar items in connection with the Work.

**6.4.9** Cost of equipment such as field office typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, trailers, vehicles and furniture used, purchased or rented by the Construction Manager, including costs of installation, permits, installation of utilities, utility consumption charges, mobilization, storage and demobilization.

**6.4.10** All costs for water for office personnel, coffee and other provisions for office complex, lunches for meetings and miscellaneous jobsite expenses.

**6.4.11** All costs for Construction Manager staff, Architect staff, Village's Representative's staff and visitors for hardhats, vests, and safety glasses.

**6.4.12** Direct project overhead incurred at the jobsite for control, supervision and administration of the Work that is not otherwise a Cost of the Work.

**6.4.13** All costs for weekly cleaning the Construction Manager site office complex as well as the site office complex of Architect and other consultants.

The Stipulated rate for Construction Manager's Fee is exclusive of Construction Manager's bond costs and insurance costs which shall be billed at the stipulated rates set forth in Article 8.

**6.5 Payment Requests.** Request for compensation for the CM Fee shall be submitted with such detail as the parties agree in the approved Schedule of Values for the Construction Phase. However, the CM Fee will be treated as a lump sum or fixed percentage amount within the GMP and administered accordingly such that Construction Manager will not be required to submit detailed backup documentation to for the expenses incurred by Construction Manager within the CM Fee.

**6.6 Certification.** By submitting payment requests to Village, the Construction Manager certifies that all costs supporting the fees allowable under this Contract are accurate, complete and current at the time of submission; and that any other costs that may be furnished to the Village in the future to support any additional fees that may be authorized will also be accurate, complete, reasonable. The fees allowable under this Contract and any additional fees

that may be authorized in the future shall be adjusted to exclude any sums by which the Village determines the fee was increased due to inaccurate, incomplete, or non-current costs.

**6.7 No Inconsistent Positions.** The Construction Manager's role in providing preconstruction services has allowed/caused the Construction Manager to formulate positions with respect to specific scope of work and contract interpretation issues. In that the Construction Manager is familiar with aspects of the scope of work and the Contract for the Project during the preconstruction phase, the Construction Manager agrees not to request an increase in the GMP for any substantially similar issue based upon a theory of recovery which is inconsistent with written advice or consultation previously discussed pursuant to the aforesaid preconstruction services. Notwithstanding the foregoing, it is agreed that the Construction Manager shall not be responsible for errors or omissions in the Contract Documents, which are the responsibility of the Architect.

**6.8 GMP Adjustments.** Adjustments to the GMP will be made as described in the General Conditions to the Contract.

**6.9 No Overhead and Profit on Village Contingency.** When summarizing the cost of the GMP, the Construction Manager Fee multiplier and the multipliers for liability insurance, builder's risk insurance and bond shall not be calculated on the Village Contingency, nor will the Construction Manager be due any additional overhead and profit on the use of the Village Contingency except as provided for in a Change Order agreed upon by the parties.

**6.10 Cost Savings.** All cost savings for the not-to-exceed value of the GMP shall be returned to the Village as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work, or at such earlier time as agreed to by the Village and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the Construction Contingency balance and the actual expenditures representing the "Cost of the Work" as defined in Article 8 herein. Liquidated Damages, if any, are different from, and are not a part of, this calculation.

## ARTICLE 7

### PAYMENTS TO CONSTRUCTION MANAGER

**7.1 Payments.** In consideration of the performance of the Contract, the Village agrees to pay the Construction Manager, as compensation for its services an amount as set forth below:

**7.1.1 Pre-Construction.** For preconstruction services, the Village shall pay Construction Manager the fixed monthly sum of Ten Thousand Dollars and 00 Cents (\$10,000.00) per month up to a not to exceed amount of Sixty Thousand Dollars and 00 Cents (\$60,000.00) ("Preconstruction Services Fee"). Any preconstruction services performed on a partial monthly bases shall be paid in a pro rata amount of the month compared to the fixed monthly sum set forth above.

It is agreed and acknowledged that the Preconstruction Services Fee shall not be part of, and will be in addition to, the GMP. No retainage shall be withheld from the Village's payment of Preconstruction Services Fee.

**7.1.2 Construction.** Upon acceptance of the GMP for the Project, the amount established in the GMP Amendment to this Contract, which includes the "Construction Manager's Fee" as described in Paragraph 6.4 and the "Cost of the Work" as described in Article 8, is to be paid monthly as described in the Contract. With its first application for payment, Construction Manager shall be entitled to bill, and be reimbursed for, the full amount of its



liability insurance, builder's risk insurance and bond costs at the rates set forth in Article 8 or agreed upon in the GMP Amendment, with no retainage withheld on the same. The Construction Manager's Fee will be paid each month proportionally on a percent complete basis of the Work in place that month, less retainage in an amount equal to five percent (5%) of thirty percent (30%) of the Construction Manager's Fee, which the parties agree is the proportionate amount of the Construction Manager's Fee attributable to Construction Manager's overhead and profit and that does not constitute a direct Project cost (i.e. general conditions/general requirements expense).

**7.1.2.1 Payment of Trade Contractors.** Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice. As required by Section 218.735, F.S., within ten (10) working days from receipt of payment from the Village, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner consistent with Florida Statutes.

**7.1.3 Pay Applications.** Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions of the Contract and submitted in detail sufficient for a proper audit thereof.

## **ARTICLE 8**

### **COST OF THE WORK**

**8.1 Definition.** The term "Cost of the Work" shall mean costs including "general conditions" costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 6.4, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" as used herein shall include the straight time and overtime pay and the cost of associated employee benefit, all of which shall be included within the stipulated rates agreed to by Construction Manager and the Village in the GMP Amendment. Employee benefits include, but are not limited to, unemployment compensation, social security, incentive compensation, profit sharing, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.

**8.2 Cost Items.** Cost of the Work includes and is limited to actual expenditure (or stipulated rates or fixed percentages where applicable) for the following cost items:

**8.2.1** Subject to prior approval by the Village, wages paid for labor in the direct employ of the Construction Manager, other than those provided under Paragraph 6.4 herein as a part of the Construction Manager's Fee, in the performance of the Work.

**8.2.2** The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof. At the Village's sole discretion, the Village may make payment for materials, supplies and/or equipment stored off-site and bonded.

**8.2.3** Payments made by the Construction Manager to Trade Contractors for their work performed pursuant to trade contracts with the Construction Manager. Construction Manager shall ensure that the value of each Trade

Contractor's subcontract includes the costs associated with providing Trade Contractor payment and performance bonds.

**8.2.4** Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Village. The stipulated rates for insurance and bond costs are as follows:

- Bond Costs: One and five hundredths of a percent (1.05%) of the GMP;
- Insurance costs (all coverage other than Builders Risk) one and three tenths of a percent of the GMP (1.30%); and
- Builders Risk Insurance: To be agreed upon in the GMP Amendment.

**8.2.5** Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

**8.2.6** Deposits lost for causes other than the Construction Manager's own negligence.

**8.2.7** Cost of removal and disposal of all debris including clean-up and trash removal, not including Construction Manager's office trailers.

**8.2.8** Cost incurred due to an emergency affecting the safety of persons and/or property.

**8.2.9** Subject to prior written approval by Village, legal costs reasonably and properly resulting from prosecution of the Work for the Village; provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Village or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

**8.2.10** Cost of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage, not including Construction Manager's office trailers.

**8.2.11** Cost of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

**8.2.12** Cost of watchmen or similar security services.

**8.2.13** Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

**8.2.14** Cost of preparation of shop drawings, coordination plans, or as-built documents not included in trade contracts.

**8.2.15** All costs for reproduction of documents to directly benefit the Work.



**8.2.16** Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 6.4, herein.

**8.2.17** Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities not owned by the workmen which are employed or consumed in the performance of the Work, not including job site offices.

**8.2.18** Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, not including job site office equipment.

**8.2.19** Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

**8.2.20** Costs associated with conducting any field testing of materials and equipment which Construction Manager is obligated to perform under the Contract Documents.

**8.2.21** Costs for signage used on the Project, including without limitation, the signage required by Section 76.1 of the General Conditions.

**8.2.22** Costs of fees associated with providing all permits that Construction Manager is obligated to obtain pursuant to Section 15.1 of the General Conditions.

**Defective Work.** No costs shall be paid to the Construction Manager for any expense related to correcting defective workmanship or work not in conformance with the plans or specifications, except in circumstances where the Construction Manager makes a reasoned decision that it is time-critical and more cost-effective to perform the corrective work than to obtain correction from the Subcontractor or other party responsible for the defect, in which case Construction Manager may submit for reimbursement of said costs to the extent there are funds available in the Construction Contingency.

**8.3 Costs Not Reimbursable.** Except as otherwise expressly approved by the Village or otherwise permitted under the Contract Documents, costs, expenses, and fees Construction Manager incurs in connection with the following will not be Cost of the Work, and no payment will be made by Village in connection therewith:

1. Home and branch office overhead and general expenses of Construction Manager, except as may be expressly included as a Cost of the Work in accordance with Section 8.2;
2. Expenses (including interest) of Construction Manager's capital employed for the Project;
3. Professional or business licenses of Construction Manager or any Subcontractor;
4. Except as directly applicable for performance of the Work hereunder, amounts required to be paid by Construction Manager for federal, state or local income or franchise taxes, sales, use, or gross receipts tax, payroll taxes and state, county and municipal taxes, and fees;
5. Except to the extent there are available funds in the Construction Contingency, cost of repairing or replacing damaged Work that is caused by Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable;

6. Except to the extent there are available funds in the Construction Contingency, costs to repair or replace defective Work resulting from the failure of Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable to perform the Work in accordance with the Contract Documents;
7. Costs of warranty Work;
8. Any additional premiums for payment and performance bonds obtained by Trade Contractors beyond those expenses included in the value of each subcontract as provided in Section 8.2.3, above, unless otherwise approved by the Village;
9. Costs incurred to the extent that such costs result in the GMP being exceeded;
10. Costs to persuade employees to join, or not to join, any trade union or other association of organized labor or political activity;
11. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal offices or other than the site office, except as part of Construction Manager's Fee;
12. Any other costs or expenses not specifically included as a Cost of the Work under Section 8.2 hereof; and
13. Any and all costs that are duplicative of those set forth in Section 6.4.

**8.4 Cost Recovery.** Whenever Construction Manager has been paid, as a Cost of the Work, amounts that are recoverable from any other source (e.g., a Subcontractor, its insurer or other third parties), Construction Manager must diligently pursue such recovery and must credit the Village with any amounts actually recovered (less Construction Manager's attorneys' fees and other costs of collection).

**8.5 Credits against Costs.** The Village will be entitled to a credit for all unused equipment and materials for which Construction Manager has been compensated as a Cost of the Work for the greater of (a) the market value of the unused equipment and materials (in Palm Beach County, Florida) or (b) the salvage value of such equipment or materials, unless the Village elects by providing Construction Manager notice of Village's intent to retain such unused equipment and materials. With respect to any equipment rented to the Project for which Village has paid as a Cost of the Work, an amount equal to the market value of such equipment, Village will be entitled to a credit for the greater of (a) depreciated market value of the equipment (in Palm Beach County, Florida) following completion of its use on the Project or (b) the salvage value of such equipment.

## **ARTICLE 9**

### **CHANGES IN THE WORK**

The Village, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no changes in the Work without the prior written approval of the Village.



## **ARTICLE 10**

### **DISCOUNTS**

All quantity discounts shall accrue to the Village. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Village.

## **ARTICLE 11**

### **INSURANCE**

The Construction Manager shall provide insurance as required by the General Conditions of the Contract and, as required and further described in the General Conditions, name the Village as an additional insured.

## **ARTICLE 12**

### **PERIOD OF SERVICE**

The period of service and contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all phases of the Work for the Project, unless otherwise terminated as provided for in the Contract.

## **ARTICLE 13**

### **INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Village contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Construction Manager, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the Village and receiving Village funds shall fully cooperate with the Inspector General including receiving access to records relating to any bid, proposal, or any resulting contract. Subject only to the Office of the Inspector General's right to audit pursuant to the Palm Beach County Code, the Village and Construction Manager agree that expenses set forth in the Contract as stipulated rate or an agreed upon percentage shall not be subject to audit other than to verify that the rates or percentages have been properly applied.

## **ARTICLE 14**

### **SCRUTINIZED COMPANIES**

**14.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Construction Manager is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Village.

**14.2** When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

**14.3** If the Village determines, using credible information available to the public, that a false certification has been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

## **ARTICLE 15**

### **NON-DISCRIMINATION**

The Village is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

## **ARTICLE 16**

### **COUNTERPARTS**



This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Owner and Construction Manager have signed this Agreement.

This Agreement will be effective on 12/7/22 (which is the Effective Date of the Contract).

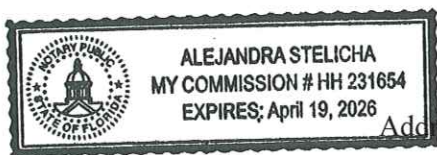
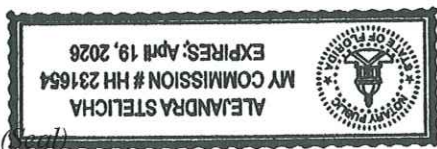
CONSTRUCTION MANAGER:

(Signature) [Signature]  
(Printed Name) Chris L. Long  
(Title) President

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7<sup>th</sup> of December, 2022 by Chris L. Long of Kraftman Lyon Construction, Inc., a President corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Signature) [Signature]  
(Printed Name) \_\_\_\_\_  
(Title) \_\_\_\_\_  
(Serial #, if applicable) \_\_\_\_\_



Address for giving notices:



3185 S. Congress Avenue

Delray Beach, FL 33445

License No.: CGC 021732

*(where applicable)*

VILLAGE:

By: \_\_\_\_\_

Title: Mayor

Attest: \_\_\_\_\_

Title: Village Clerk

*(Seal)*

Approved as to Form: \_\_\_\_\_

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

**CONTRACT EXHIBIT A  
GENERAL CONDITIONS**

**VILLAGE OF PALM SPRINGS**

**CONSTRUCTION MANAGER AT RISK SERVICES**

**CONTRACT CONDITIONS**

**GENERAL CONDITIONS**

**GENERAL CONDITIONS  
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APPENDIX A

## GENERAL CONDITIONS

### GC 1 EFFECTIVE DATE/ENTIRE AGREEMENT

1.1 This Contract is expressly contingent upon the approval of the Village of Palm Springs Council and shall become effective only when signed by all parties and upon the approval of the Village of Palm Springs Council.

1.2 This Contract (which consists of the Contract Documents and the Construction Documents) embodies the entire agreement between the Village and the Construction Manager and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

### GC 2 INDEPENDENT CONTRACTOR

2.1 Construction Manager represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work.

2.2 Construction Manager shall act as an independent contractor and not as the agent of the Village in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Construction Manager shall create any contractual relationship between any such supplier or subcontractor and Village. Construction Manager shall perform all Work in accordance with its own methods subject to compliance with the Contract. Construction Manager represents that all subcontractors' agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Village is an intended express third-party beneficiary of any such subcontract.

2.3 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract.

### GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Construction Manager shall designate a competent, authorized representative acceptable to the Village to represent and act for Construction Manager and shall inform the Village in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Construction Manager and shall specify any and all limitations of such authority ("CM's Authorized Representative"). At the Preconstruction Conference, Construction Manager shall provide resumes of key personnel for Village's approval. Construction Manager shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Village shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Village will designate an authorized representative who will have limited authority to act for the Village. The Village will notify the Construction Manager in writing of the name of such representative(s) ("Village's Authorized Representative"). The Village's Authorized Representative will be a member of the Village's Public Service Department. Facility Users (as that term is defined in SC2 of the Special Conditions) are not authorized Village representatives. Any work performed by the Construction Manager without proper authorization or at the sole direction of a User, is performed at the



Construction Manager's risk, and the Village shall have no obligation to compensate the Construction Manager for such work. The Village has the right to assign various responsibilities of the Village to the Village's Architect/Engineer of Record and can do so at any time during the duration of this Contract with written notice to the Construction Manager. The Construction Manager agrees to cooperate with Village's Architect/Engineer.

3.2 The Construction Manager's Authorized Representative, qualifying agents, project managers, superintendents and supervisors are all subject to prior and continuous approval of the Village. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason, or no reason at all, unacceptable to the Village, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Village at no additional cost to the Village.

#### GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite or by certified mail to that party at the addresses shown below:

OWNER: VILLAGE OF PALM SPRINGS  
226 Cypress Lane  
Palm Springs, FL 33461- 1604  
Attn: Kim Wynn, Village Clerk

CONSTRUCTION MANAGER: Kaufman Lynn Construction, Inc.  
3185 S. Congress Avenue  
Delray Beach, FL 33445

4.2 These addresses may be changed by either of the parties by written notice to the other.

#### GC 5 LAWS AND REGULATIONS

5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Village in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Village as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Village who will issue such instructions as may be necessary.

5.4 However, it shall not be grounds for a change order that the Construction Manager was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

5.5 Except to the extent Construction Manager is expressly entitled to relief elsewhere in the Contract Documents Village shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency.

## GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Village will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract.

## GC 7 CODE RELATED INSPECTIONS

7.1 The Construction Manager recognizes that the Village of Palm Springs Department of Planning, Zoning, and Building (PZ&B) is a separate department within the Village that is charged with the inspection of improvements to real property for code compliance. If the improvements to be made by the Construction Manager pursuant to this Contract will be subject to inspection by PZ&B, the Construction Manager agrees that it will not assert, as a Village caused delay or as a defense of any delay on the part of the Construction Manager, any good faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Construction Manager's Work.

## GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida and venue of any action shall be in Palm Beach County, Florida.

## GC 9 RIGHTS AND REMEDIES; NO THIRD-PARTY BENEFICIARIES

9.1 The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or in equity or by statute or otherwise.

9.2 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract.

## GC 10 COMMERCIAL ACTIVITIES

10.1 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Village. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

## GC 11 COOPERATION WITH OTHERS

11.1 Village and other contractors and subcontractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Village, Village's Authorized Representative, and other contractors to avoid any delay or hindrance of their Work. Village may require that certain facilities be used concurrently by Construction Manager and other parties and Construction Manager shall comply with such requirements.

11.2 If any part of the Construction Manager's Work depends on proper execution or results from any work performed by the Village or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Village any apparent discrepancies or defects in such other work that render it unsuitable



for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Village's separate contractor's work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs that could have been avoided had notice been given as required herein, shall be borne by the Construction Manager unless Construction Manager gives written notice to Village, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall the Village be liable to the Construction Manager for delay damages where required notice has not been given.

#### GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Construction Manager and Village during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Village (or Village's Authorized Representative). Village reserves the right to modify these forms as it deems necessary. Construction Manager shall maintain logs for Items A-K and provide to Village monthly.

- A. Request for Information
- B. Field Instruction
- C. Construction Change Proposal
- D. Change Order
- E. Construction Change Directive
- F. Submittal Transmittal
- G. Deficiency Report
- H. Non-Conformance Report
- I. Construction Manager's Daily Report
- J. Substitution Request Form
- K. Contingency Use Directive

12.2 The above listed forms are attached as Appendix A to these General Conditions.

#### GC 13 PUBLICITY AND ADVERTISING

13.1 Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Village.

#### GC 14 TAXES

14.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provisions of this section shall survive the termination or expiration of this Contract.

#### GC 15 PERMITS AND FEES

15.1 Construction Manager will be responsible for applying for and procuring the master building permit for the Project. Village will waive all permitting fees, including master building permit fees and trade permit fees, utility connection and installation fees, and permanent water meter charges payable to the Village of Palm Springs. With respect to any permitting and utility fees payable to other entities (e.g., Palm Beach County, FPL, or the State of



Florida), Construction Manager shall advise Village ten (10) days in advance of requirement for any fee amount. The parties agree that the GMP Amendment will include an allowance for the anticipated permit fees for the Project. There are no Village impact fees associated with this Project.

#### GC 16 UTILITIES

16.1 The Construction Manager, at its expense, shall arrange for, develop, and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Construction Manager and shall include, but not be limited to, the following:

- A. Public telephone service for the Construction Manager's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

16.2 Prior to final acceptance of the Work the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Village will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

#### GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Village and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Construction Manager shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without the prior written consent of the Village and concurred to by the sureties.

#### GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

18.1 Subject to the audit limitations set forth in the Contract the Village shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Construction Manager involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

#### GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed all general and specific details on the drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, have been either corrected or clarified prior to execution of the GMP Amendment to the Contract. Construction Manager warrants that the GMP includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.

19.2 The Construction Manager represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Construction Manager's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.



## GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Construction Manager shall provide the Village with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Construction Manager shall notify the Village, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings (or within thirty (30) days of the date Construction Manager actually became aware or reasonably should have become aware of a latent condition). Such notification shall contain a written description of the change and the cost and time associated with the change, if any. Failure to provide such notice as provided herein shall be a complete waiver by the Construction Manager of all additional cost and time, and the Construction Manager shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall the Construction Manager recover delay or consequential damages.

20.2 The Construction Manager shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Village of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Construction Manager shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. Construction Manager shall maintain at the site of the work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Village, as well as all trades performing at the Project, access thereto.

## GC 21 CONTRACT INTERPRETATION

21.1 All claims of Construction Manager and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately or as soon as reasonably possible in writing to Village for resolution. Village, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Construction Manager files a written protest pursuant to GC 22 "DISPUTES". The Construction Manager's protest shall state clearly and in detail the basis thereof. Village will consider Construction Manager's protest and render its decision thereon within twenty-one (21) calendar days. If Construction Manager does not agree with the Village's decision, the Construction Manager shall immediately deliver written notice to that effect to the Village.

21.2 Construction Manager is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses that could have been avoided had it done so. Construction Manager's failure to protest Village's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

## GC 22 DISPUTES

22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Village or Village's representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Village or Village's representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Village or its representatives who shall reduce such decision to writing. The decision of the Village or its representatives shall be final and conclusive, subject to the dispute resolution procedures set forth in the Contract. Construction Manager's failure to protest Village's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

22.2 If a dispute arises out of or relates to this contract, or the alleged breach thereof, the parties agree first to try in good faith to settle the dispute through good faith negotiation. If the matter is not resolved through negotiation,



the parties agree to submit the matter to mediation before resorting to arbitration or litigation. Mediation shall be conducted by a mutually agreed-upon certified mediator, with each party to share equally in the costs.

22.3 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Construction Manager from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

#### GC 23 SUSPENSION

23.1 Village may, at its sole option, decide to suspend at any time the performance of all or any portion of Work to be performed under the Contract. Construction Manager will be notified of such decision by Village in writing. Such notice of suspension of Work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such notice, Construction Manager shall, unless the notice requires otherwise:

1. immediately discontinue Work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Village, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. continue to protect and maintain the Work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 As full compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of Work:

1. A standby charge to be paid to Construction Manager during the period of suspension of Work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and
4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

23.2 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of a Village suspension. Upon receipt of notice to resume suspended work, Construction Manager shall immediately resume performance of the suspended Work to the extent required in the notice. Any claim on the part of Construction Manager for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume Work and Construction Manager shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Construction Manager's non-compliance with the requirements of this Contract.

#### GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Construction Manager to supply enough properly skilled workers or material, or to make prompt payment to subcontractors or for materials or labor without sufficient justification under the subject agreements with those parties or to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any material way with the Contract, shall be sufficient grounds for the Village to find the Construction Manager in substantial default and that sufficient cause exists to terminate the Contract and to withhold payment or any part thereof until the cause or causes giving rise to the default have been eliminated by the Construction Manager and approved by the Village. If a finding of default is made, the Construction Manager and its surety shall remain responsible for performance of the requirements of the Contract unless and until the Village terminates the Contract. Upon a finding of default, the Village shall set a reasonable time within which the Construction Manager and its surety shall eliminate the cause or causes of default, but in no event shall such period of time be less than seven (7) calendar days. When the basis for finding of default no longer exists, the Village shall notify the Construction Manager and its surety in writing that the default has been corrected and that the Construction Manager is no longer in default. If the Construction Manager fails to correct the default within the time allowed, the Village may terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager or its surety.

#### GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligations under this Contract if it:

- A. Repeatedly performs work which fails to conform to the requirements of this Contract;
- B. Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- C. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
- D. Fails to fulfill any of the material terms of this Contract.

25.2 Upon the occurrence of any of the foregoing, Village or its authorized representatives shall notify Construction Manager in writing of the nature of the failure and of Village's intention to either terminate the Contract for default, or to declare the Construction Manager to be in default and make demand upon its surety to perform, at its sole option.

25.3 If Construction Manager or its surety(ies) does not commence to cure such failure within ten (10) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its surety(ies) fails to provide satisfactory evidence that such default will be corrected, Village may, without additional notice to Construction Manager's surety(ies), if any, terminate in whole or in part Construction Manager's right to proceed with Work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Village may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.

25.4 Construction Manager and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.

25.5 Upon termination for default Construction Manager shall:



- A. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;
- B. inventory, maintain and turn over to Village all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Village for performance of Work;
- C. promptly obtain cancellation upon terms satisfactory to Village of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Village as directed;
- D. cooperate with Village in the transfer of information and disposition of Work in progress so as to mitigate damages;
- E. comply with other reasonable requests from Village regarding the terminated Work; and
- F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

25.6 If, upon termination pursuant to this clause, it is determined for any reason that Construction Manager was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "TERMINATION FOR CONVENIENCE".

#### GC 26 TERMINATION FOR CONVENIENCE

26.1 Village may, at its option, terminate the Contract, in whole or in part at any time for any reason or for no reason by giving ten (10) business days written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the termination for convenience, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Construction Manager, Village shall pay Construction Manager in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Construction Manager and its surety shall, unless the notice requires otherwise:
  - 1. Immediately discontinue Work on the date and to the extent specified in the notice;
  - 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
  - 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Village of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Village those orders and subcontracts and revoke agreements specified in such notice;
  - 4. The Construction Manager agrees to assign all subcontracts required for performance of this Contract to the Village;
  - 5. The Construction Manager shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their subcontract to the Village;
  - 6. Assist Village, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Village under the Contract; and
  - 7. Complete performance of any Work which is not terminated.
- B. Upon any such termination, Village will pay to Construction Manager an amount determined in accordance with the following (without duplication of any item):



1. All amounts due and not previously paid to Construction Manager for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.
2. The reasonable cost of demobilizing from the Project, along with the reasonable costs of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subparagraph A.3. above.
3. Any other reasonable costs which can be verified to be incidental to such termination of Work.

26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed to date of termination by Construction Manager.

26.3 Construction Manager shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein. Village shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

#### GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Construction Manager's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Construction Manager or its subcontractors (which shall include but not be limited to delays resulting from unforeseeable supply chain disruption and/or unavailability of material or equipment that could not reasonable have been anticipated), or by changes ordered in the Work and in either event where such delay or change in the Work impacts the Critical Path, then the Contract time shall be extended by Change Order as determined by the Village.

27.2 The Construction Manager must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Construction Manager and a denial of the claim for extension of time:

- A. Nature of the delay or change in the Work;
- B. Dates of commencement/cessation of the delay or change in the Work, if known;
- C. Activities on the progress schedule current as of the time of the delay or change in the Work affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in Work impacts the Critical Path (submittal of CPM schedule);
- E. Identification of the source of delay or change in the Work;
- F. Anticipated impact extent of the delay or change in the Work; and
- G. Recommended action to minimize the delay.

27.2.1 The Construction Manager acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

- A. All schedule updates, submittals and other requirements of this General Condition have been met;
- B. The delay must be beyond the control of the Construction Manager and subcontractors and due to no direct or indirect fault of the Construction Manager;
- C. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;
- D. The schedule must clearly display that the Construction Manager has used, in full, all the float time, except for Village initiated changes. Float time is not for the exclusive use of either the Construction Manager or the Village; and



- E. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented to demonstrate that the requirements of GC Sections 27.7 or 27.8 below (as applicable) have been satisfied.

27.3 The Village's determination as to the total number of days of contract extension will be based upon the computer produced construction schedule current at the time of the delay event.

27.4 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Village in writing within seven (7) days after the commencement of such delay or knowledge of a potential delay.

27.5 Except as provided in Section 27.9 below, the Construction Manager shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the Work or time of performance and further. Other than the compensation provided in Section 27.9, below, Construction Manager hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Construction Manager hereby affirms that the extension of time granted herein and the amounts permitted by Section GC 27.9 below are the Construction Manager's sole and exclusive remedy. Apart from extension of time and the amounts provided in Section GC 27.9, no payment of claim for damages shall be made to the Construction Manager as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay be avoidable or unavoidable.

27.6 For all changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Village the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work and the Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager and a denial of any time extension for that change in the Work. Further, upon execution by the Village and Construction Manager of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that Work, or any Work impacted by the change.

27.7 Construction Manager has not included in its schedule delays arising out of adverse weather conditions, including Rain Days, inclement weather, or other weather-related delays beyond that set forth herein. A "Rain Day" is any day in which rain, adverse weather, an inclement weather event, or other weather-related delays occur at the site and is sufficient to prevent Contractor from performing critical path activities for at least four (4) consecutive hours. Accordingly, to the extent one (1) Rain Day occurs in a given week, Contractor shall not be able to claim additional time or costs. To the extent additional Rain Days beyond those thresholds occur in any given week, the additional Rain Day(s) shall constitute an adverse weather condition ("Adverse Weather") not reasonably anticipated, and Contractor shall be entitled to an equitable extension of the Contractor Time and an adjustment in the Contract Sum for a compensable delay as provided in this Section GC 27.

27.8 The imminent threat of a tropical storm, hurricane or severe inclement weather event that may impact the Project for multiple days including time to secure the Project site shall constitute an "Excessive Wind Event" that cannot be reasonably anticipated by Construction Manager. In the event a severe weather warning is issued for the area where the Project is located as a result of an Excessive Wind Event, construction activities will cease and the job site will be secured. Construction activities will restart within 24 hours of the warning being lifted if there ultimately was no Excessive Wind Event at the Project site or within 72 hours of the warning being lifted if an Excessive Wind Event occurred at the Project site, so long as roads are clear, utilities have been restored, fuel is available, and the area surrounding the job site is clear of debris. The time period between the issuance of the warning



and the time when construction activities can reasonably return to the levels they were before the warning shall constitute a basis for a compensable delay for which the Contractor shall be entitled to an extension of the Contract Time and an adjustment in the Contract Sum as provided in this Section GC 27.

27.9 In the event Construction Manager establishes that the performance of this Contract was delayed in a manner that meets the conditions of GC Sections 27.1 and 27.2, and so long as Construction Manager also satisfies the notice and documentation requirements set forth therein, then in addition to an extension of the Contract Time, Construction Manager shall also be entitled to an adjustment of the Contract Sum. The Contract Sum shall be increased by an amount equal to the daily general conditions rates agreed to by the parties as part of the GMP Amendment multiplied by the number of days of delay (as determined above) plus any increased labor, material or equipment costs that are directly attributable to the delay, except to the extent that the Construction Manager has caused or contributed to the delay or has failed to take reasonable steps to mitigate the impacts (including costs) of the delay.

#### GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new unless specified otherwise, and all workmanship shall be in accordance with construction drawings and specifications.

28.2 Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. In the event that the Village assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Village has exclusive use of the area. If the Village does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from the Village of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to Village.

28.4 Pursuant to Section 558.005(1), Village and Construction Manager agree that the provisions of Florida Statute Chapter 558 (governing construction dispute resolution) shall not apply to this Contract. Disputes under this Contract shall be governed by GC 22, above.

28.5 Construction Manager warrants such repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary repair, replacement and tests, Village may perform or cause to be performed the same at Construction Manager's expense.

Construction Manager shall perform such tests as Village may require verification that such repairs and replacements comply with the requirements of this Contract. All costs incidental to such repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager.

28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the Village. If the Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective, then the Village may remedy or replace the defective or deficient Work at the Construction Manager's



expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within forty-eight (48) hours of notification, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Village for remedying the defects. If the Village is not paid within ten (10) calendar days, the Village may pursue any and all legal or equitable remedies it may have against the Construction Manager.

28.7 The Construction Manager is required to provide a designated telephone number for elevator warranty related emergencies which occur outside the normal workday. The Construction Manager is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Village agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Construction Manager of its responsibility.

28.8 The terms of this section shall not modify, restrict or limit the Village's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet Contract obligations. This section shall not relieve the Construction Manager of its responsibilities for the performance of the original work in accordance with the requirements of the Contract Documents and will not limit the Village's remedies at law, in equity or under Contract.

Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Construction Manager's warranties (express or implied), Construction Manager's performance, or Construction Manager's duties and liabilities under the Contract Documents and the warranties therein and shall not limit or restrict the Village's remedies or damages at law, in equity, or under contract.

28.9 Construction Manager and its surety or sureties shall be liable for the satisfaction and full performance of the Contract Documents and the warranties therein and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to the Contract Documents and this general condition.

28.10 The provisions of this section shall survive the termination or expiration of this Contract.

#### GC 29 PATENT INDEMNITY

29.1 To the extent permitted by Section 725.06, FS, Construction Manager hereby indemnifies and shall defend and hold Village and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Village and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract.

29.2 Construction Manager shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Village or its representatives; provided that Village or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Village or Village's representatives. Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

29.3 This section shall survive the termination or expiration of this Contract.

#### GC 30 INDEMNITY



30.1 Construction Manager shall indemnify and hold harmless the Village and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.2 To the extent permitted by, and in accordance with, F.S. 725.06, Construction Manager further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.3 To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the "persons employed or utilized by the Construction Manager" shall be construed to include, but not be limited to, the Construction Manager, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Construction Manager.

30.4 The indemnification provisions of this section shall survive termination or expiration of this Contract.

30.5 The Construction Manager's indemnity and hold harmless obligations hereunder shall extend to all claims against the Village by any third-party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

30.6 If any provision(s), or portion(s) of a provision(s) of this Section or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

#### GC 31 INSURANCE

31.1 General Requirements. Unless otherwise specified in this Contract or granted by Village's Risk Management Department, the Construction Manager shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract or the performance of Work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Construction Manager shall deliver to Village certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by Village and prior to commencement of Work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as Village's approval of insurance coverage to be maintained by Construction Manager are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the Contract.

31.2 Commercial General Liability. Construction Manager shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis.

31.3 Business Automobile Liability. Construction Manager shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Construction



Manager agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Construction Manager not own any automobiles, the business auto liability requirement shall be amended to allow the Construction Manager to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

31.4 Worker's Compensation & Employer's Liability. Construction Manager shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any Work is sublet, Construction Manager shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Construction Manager's Worker's Compensation insurance policy. Construction Manager agrees this coverage shall be provided on a primary basis.

31.5 Additional Required Insurance. The Construction Manager shall agree to maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of equipment for which each insurance coverage described below have been designed specifically to provide coverage for:

31.5.1 Not Used.

31.5.2 Not Used.

31.5.3 Builder's Risk. With respect to any of the Work involving the construction of real property (buildings and improvements other than buildings) during the construction Project, the Construction Manager shall maintain Builders Risk insurance providing coverage for the entire Work at the Project site and will also cover portions of Work located away from the site but intended for use at the site, and will also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$10,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Construction Manager shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the Village has any property interest in the Project, or until Construction Manager and Village mutually consent to the termination, whichever occurs first. The Construction Manager agrees and understands the Village shall not provide any Builder's Risk insurance on behalf of Construction Manager for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Construction Manager.

The Construction Manager shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation on all perils with the exception of projects with a value of less than \$2,000,000, the Village will be responsible for the deductible (up to \$25,000) for losses of any Act of God.



#### 31.5.4 Not Used.

31.6 Satisfying Limits under an Umbrella Policy. If necessary, the Construction Manager may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Village shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

31.7 Additional Insured. The Construction Manager agrees to endorse the Village and the Architect/Engineer as an Additional Insured on each insurance policies required to be maintained by the Construction Manager, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for pollution, builder's risk, or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Construction Manager. The endorsement shall read "Village of Palm Springs". The Construction Manager shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.8 Loss Payee. The Construction Manager shall agree to endorse the Village as a Loss Payee on the Builder's Risk Insurance, when required to be maintained by the Construction Manager. The Loss Payee endorsement shall read "Village of Palm Springs". Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Construction Manager shall agree the Loss Payee endorsement provides coverage on a primary basis.

31.9 Waiver of Subrogation. The Construction Manager agrees by entering into this Contract to a Waiver of Subrogation for each required policy (providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Construction Manager shall agree to notify the respective insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein (or applicable).

31.10 Right to Review & Adjust. The Construction Manager shall agree, notwithstanding the foregoing, that the Village, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the Village reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, Village shall provide Construction Manager written notice of such adjusted limits, and Construction Manager shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

31.11 No Representation of Coverage Adequacy. The coverages and limits identified in the table have been determined to protect primarily interests of the Village only, and the Construction Manager agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Construction Manager against any loss exposures, whether as a result of the construction Project or otherwise.



31.12 Certificate of Insurance. Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the certificate.

In the event the Village is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Construction Manager shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Construction Manager shall agree not continue to work pursuant to this Contract unless all required insurance remains in effect. The Village shall have the right, but not the obligation, of prohibiting Construction Manager or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Village. The Village reserves the right to withhold payment, but not the obligation, to Construction Manager until coverage is reinstated. If the Construction Manager fails to maintain the insurance as set forth herein, the Village shall have the right, but not the obligation, to purchase said insurance at Construction Manager's expense.

#### ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify the Village of Palm Springs, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate Project name and Project Task Order Number to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, ten (10) day for non-payment.
4. Evidence of renewal coverage must be provided at least thirty (30) days in advance of any policy that may expire during the term of this Contract.
5. Shall clearly identify the Village of Palm Springs endorsed as a Loss Payee on the Builder's Risk and any Inland Marine coverages.
6. Construction Manager shall provide a certificate of insurance with respect to each required policy to be provided under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. Certificates need to show the following as Certificate Holder.

Village of Palm Springs  
226 Cypress Lane  
Palm Springs Fl. 33461-1604

7. Construction Manager shall deliver original Certificate(s) of Insurance to the following:

Village of Palm Springs  
c/o Kim Wynn, Village Clerk  
226 Cypress Lane  
Palm Springs Fl. 33461-1604

8. Renewal Policies – The Construction Manager shall promptly deliver to Village a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to Village and to Gehring Group not less than five (5) business days before to the expiration date of any policy.



31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Construction Manager shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

31.14 Subcontractor's Insurance. The Construction Manager shall agree to cause each subcontractor employed by Construction Manager to purchase and maintain insurance of the type specified herein, (except for Builder's Risk and pollution liability, both of which shall be the responsibility of the Construction Manager only) unless the Construction Manager's insurance provides coverage on behalf of the subcontractor. When requested by the Village, the Construction Manager shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

31.15 Insurance Coverage & Limit Table. The Construction Manager shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Limit Table below:

| INSURANCE COVERAGE & LIMIT TABLE                                                          |                                                             |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| TYPE OF COVERAGE                                                                          | COVERAGE AMOUNTS                                            |
| <b><u>COMMERCIAL GENERAL LIABILITY:</u></b><br>Limit of Liability not less than:          | \$2,000,000<br>per occurrence                               |
| Additional Insured endorsement required:                                                  | Yes                                                         |
| <b><u>COMPREHENSIVE AUTO LIABILITY:</u></b><br>Limit of Liability not less than:          | \$1,000,000<br>per occurrence                               |
| <b><u>WORKERS COMPENSATION &amp; EMPLOYER'S LIABILITY:</u></b><br>Coverage not less than: | Statutory                                                   |
| Employers Liability Limits:                                                               | \$100/500/100                                               |
| <b><u>AUTOMOBILE LIABILITY:</u></b><br>Limit of Liability not less than:                  | \$1,000,000<br>per occurrence                               |
| Additional Insured endorsement required:                                                  | Yes                                                         |
| <b><u>UMBRELLA / EXCESS LIABILITY:</u></b><br>Limit of Liability not less than:           | \$1,000,000<br>per occurrence                               |
| General Aggregate                                                                         | \$5,000,000                                                 |
| Additional Insured endorsement required:                                                  | Yes                                                         |
| <b><u>BUILDERS RISK (if provided by CM):</u></b><br>Limit not less than:                  | 100% of the completed total insurable value of the Project. |

| INSURANCE COVERAGE & LIMIT TABLE                                                                    |                               |
|-----------------------------------------------------------------------------------------------------|-------------------------------|
| Endorsement to waive coverage termination from Occupancy Clause.                                    | Yes                           |
| Endorsement cover until final acceptance of the Project by Certificate of Occupancy by the Village. | Yes                           |
| Additional Insured & Loss Payee endorsements required:                                              | Yes                           |
| <b><u>POLLUTION LIABILITY:</u></b><br>Limit not less than:                                          | \$1,000,000<br>per occurrence |
| General Aggregate                                                                                   | \$2,000,000                   |
| Additional Insured endorsements required:                                                           | Yes                           |

#### GC 32 SITE CONDITIONS

32.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor; familiarity with local and regional market and industry conditions including labor skill level and availability, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and the Village, physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental Study and Report, or other documentation actually provided to the Construction Manager, subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Construction Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Documents, then notice shall be given to the Village promptly before conditions are disturbed. Should it be determined that such conditions exist and if they differ materially and cause an increase or decrease in the cost of the work, the CM will receive an equitable adjustment in the GMP or Contract time, or both in accordance with GC 65.

#### GC 33 NOT USED

#### GC 34 ACCESS TO WORK AREAS

34.1 Village, and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Construction Manager. Construction Manager shall also arrange for Village, its said representatives



and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Construction Manager's accesses to the site and storage areas shall be as shown on the plans and as designated by the Village. Access routes may also be used by Village employees, the public and other Construction Managers. No other access points shall be allowed unless approved by the Village. All Construction Manager traffic authorized to enter the site shall be experienced in the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

#### GC 35 INGRESS AND EGRESS

35.1 Construction Manager's access to the work area will be permitted only through approaches which will be designated by Village, and then only in such manner that Construction Manager's traffic will not interfere with Village's operations. Construction Manager shall, at all times, maintain free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

#### GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after award of this Contract and prior to commencing any Work, a pre-construction conference will be arranged by the Village. In attendance at said conference will be Village and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established.

#### GC 37 MEETINGS

37.1 During both the Pre-Construction and Construction Phases of the Project, the Construction Manager shall, at its expense, and at intervals mutually agreed upon by Construction Manager and Village, attend meetings called by Village to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Village with typed minutes of each meeting distributed to all attendees.

#### GC 38 NOT USED

#### GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Construction Manager shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Village's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Construction Manager at its expense.

#### GC 40 WORK AREA

40.1 All Construction Manager's work areas on the jobsite will be assigned by Village. Construction Manager shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Construction Manager shall provide a temporary office on the site of the work, which shall have a telephone where a representative of the Construction Manager may be reached at all times during normal working hours. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, at its expense, provide and make its own arrangements for the use of such additional land.



#### GC 41 PLANT, EQUIPMENT AND FACILITIES

41.1 Construction Manager shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery, equipment, offices and warehouses, Construction Manager shall furnish Village such information and drawings relative to such equipment, plant facilities as Village may request.

41.2 Upon written order of Village, Construction Manager shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site. Construction Manager shall not remove construction plant or equipment from the site before the Work is finally accepted without Village's written approval. Such approval shall not be unreasonably withheld.

#### GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Village to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied or from any other obligation under the Contract.

42.2 Construction Manager shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Construction Manager's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Village's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract. The Village shall notify the Construction Manager of defective or unacceptable work if the Village discovers such. Defective work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.

42.4 Construction Manager shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Construction Manager shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Construction Manager or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation unless the equipment or material was timely ordered by Construction Manager or its subcontractors and the delay was beyond that which could reasonably have been anticipated. The Construction Manager shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Construction Manager shall notify Village immediately of recommended substitutes to permit Village's selection of a suitable substitute.

42.5 Village will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Construction Manager for incorporation into the Work will be by Village. This function by Village will apply both to approvals for the Contract as initially signed, and to approvals for changes to the Contract by modifications during progress of the



Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Construction Manager shall submit its own choice for Village's review and approval, supported by sufficient evidence of conformity with the Contract.

#### GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Village's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Construction Manager. Construction Manager shall support its request with sufficient test data and other means to permit Village to make a fair and equitable decision on the merits of the proposal. Construction Manager shall submit drawings, samples, data and certificates and additional information as may be required by the Village for proposed substitute items as required by GC 46 "DRAWINGS, DATA & SAMPLES".

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Village will be the sole judge of whether the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional 15 days for Village's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Construction Manager must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Village rejects Construction Manager's substitute item on the first submittal, Construction Manager may make only one additional request for substitution in the same category. On the second request, and all future requests, the Construction Manager shall be invoiced the expenses (including Village, and Design Professionals cost and overhead) involved in reviewing submittal data.

#### GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Village. Village shall be allowed reasonable access to the shops, factories, and other places of business of the Construction Manager and its subcontractors and suppliers, for expediting purposes. As required by Village, Construction Manager shall supply schedules and progress reports for Village's use in expediting and Construction Manager shall cooperate with Village and require its subcontractors and suppliers to cooperate with Village in such expediting. So long as Construction Manager's work at the time of expediting request is in accordance with the timing requirements of the Project schedule, all expenses associated with expediting shall be the responsibility of the Village and the Contract Sum shall be increased to cover such expenses. Any expediting performed by Village shall not relieve Construction Manager of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.



#### GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Construction Drawings or as approved by the Village in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the Project area who shall be employed by the Construction Manager at its expense. The Construction Manager shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Construction Drawings, the Construction Manager shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Construction Manager shall furnish survey sketch and legal necessary for utility easements.

45.3 The Construction Manager shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Construction Manager resulting from its negligence, or for any other reason, CM shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be re-established by the Construction Manager, and all reference ties recorded therefore shall be furnished to the Village. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

#### GC 46 DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Village as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Construction Manager and does not relieve Construction Manager from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the Village for review, shall be submitted attached to forms provided by Village.

46.2 Transmittals from the Construction Manager to the Village shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Construction Manager for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Construction Manager certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and the Contract."

---

SIGN

---

DATE

"XYZ Construction Management Company"

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by the Construction Manager at its expense before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. CM must allow at least 21 calendar days for review by Village. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work. Construction Manager shall prepare and submit for approval a detailed submittal schedule outlining the required submittals for the Project, the submittal dates due and review durations by the Village/ Architect/Engineer. This schedule shall be incorporated into the Master Project Schedule and updated regularly with the Project Schedule Updates

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Village by and at the expense of the Construction Manager. The Village will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Village's review comments will be returned to the Construction Manager. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Village.

46.3.3 **If drawings show variations from the Contract requirements, the Construction Manager shall describe such variations in writing, separate from the drawings, at the time of submission.** If the Village approves any such variation(s), it will issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. Village will conduct a review of Construction Manager's drawings and a drawing marked with one of the following review comments will be returned to the Construction Manager.

1. No exceptions taken.
2. Make corrections noted. No re-submittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

46.3.6 The Construction Manager must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

#### 46.4 Samples

46.4.1 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e. adjacent surfaces



requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. CM must allow at least 21 calendar days for Village's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

46.4.3 Samples which have been reviewed may, at Village's option, be returned to the Construction Manager for incorporation into the Work.

#### 46.5 Catalogues, Data and Certificates

46.5.1 Where catalogues, data or certificates are required, electronic copies of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the CPM schedule. Allow at least 21 calendar days for Village's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification, on forms provided by the Village. Village will conduct a review of Construction Manager's catalogues, data, and certificates and one copy, marked with the review comments listed above, will be returned to the Construction Manager.

#### GC 47 CONSTRUCTION SCHEDULE

47.1 Within thirty (30) days after the date of the GMP Amendment approval by the Village, the Construction Manager shall prepare and submit a construction schedule which graphically depicts the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

47.1.1 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Construction Managers at the site of work, offsite activities such as design, fabrication, an allowance for weather delays (as provided below and in GC 27), submittals, procurement and jobsite delivery of Construction Manager furnished material and equipment. The schedule shall be a Critical Path Method (CPM) type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

47.1.2 The construction schedule shall include the following:

1. Brief description of each activity.



2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than 60 days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.
5. Duration of activities. No activity should be scheduled for more than 20 workdays, unless approved by Village.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include assigned labor group
8. Adverse Weather delays, but only to the extent provided in Section GC 27.7. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
9. Village activities or activities by others which will affect the work schedule.

47.1.3 Upon acceptance of the original CPM Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Village.

47.1.4 The detailed CPM schedule submittal shall include electronic color copies of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
  - a. Sorted by activity
  - b. Sorted by total float
  - c. Sorted by early start
3. Predecessor and Successor report
4. Narrative report, if requested by Village's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format if requested in writing by the Village's Authorized Representative.

47.1.5 The detailed CPM Schedule shall be updated monthly and submitted along with the Application for Payment. Construction Manager shall meet with the Village and Architect/Engineer of Record to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
3. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
4. Percentage for completed and partially completed activities.

47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

47.3 The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

1. Pre-Bid Schedules (Subnetwork) - The Construction Manager shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish milestones eyed to the overall master schedule.
2. Subcontractor Construction (Subnetworks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.
3. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Village a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Village occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Village occupancy.

47.4 If requested by Village's authorized representative, the Construction Manager shall submit a written narrative report as a part of its monthly review and update in a form agreed upon by the Construction Manager and the Village. When requested, the narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

47.5 The Construction Manager shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts.

47.6 The Construction Manager agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the contract completion date will not be met as a result of Contractor's failure to perform in accordance with the requirements of the Contract Documents, the Construction Manager shall execute some or all of the following remedial actions at Construction Manager's sole cost and expense:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
3. Reschedule the Work in conformance with the specification requirements.



47.7 Prior to proceeding with any of the above actions, the Construction Manager shall notify the Village of the proposed schedule changes. Such actions shall be incorporated by the Construction Manager into the diagram before the next update, at no additional cost.

#### GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 Construction Manager shall, at its expense, at all times conduct all operations under the Contract in a reasonable manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Construction Manager shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

48.2 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Village within three days of each incident.

#### GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Construction Manager shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract. Excluded from Construction Manager's responsibility is a) any loss or damage which results from the sole active negligence of the Village or its representatives; and b) damage to any portions of the Project of which the parties have agreed the Village will take beneficial occupancy and put to its intended use.

49.2 Permanent openings or thoroughfares for the introduction of Work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the Village in proper, whole and unblemished condition.

#### GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Village and/or its Insurance Representative.

50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which are acceptable to the Village and/or its insurance representatives.

50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Village. Thereafter, and before it begins such Work, Construction Manager shall give due notice to Village of its intention to start such Work. Should Construction Manager fail to provide said notice, Construction Manager shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of Work.



50.4 Construction Manager shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Village, do not reasonably interfere with the performance of this Contract.

50.5 Construction Manager shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Construction Manager.

#### GC 51 LABOR

51.1 Construction Manager is solely and exclusively responsible for the supervision and control of all Construction Manager's personnel on site. Construction Manager shall employ only competent and skilled personnel to perform the Work. Construction Manager shall, if requested to do so by Village, remove from the jobsite any personnel of Construction Manager working in violation of any provision of this Contract.

51.2 Disputes between the Construction Manager and its subcontractors regarding work assignments and the settlement of jurisdictional disputes shall conform with either the "Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry", and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Construction Manager is solely and exclusively responsible for ensuring and providing for jobsite safety and conditions. Construction Manager shall enforce all Village jobsite condition safety rules and regulations which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean- up.

51.4 The Construction Manager and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Village. The Construction Manager shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Construction Manager shall submit a "Contractor's Daily Report" (See Appendix A of these General Conditions) for each day Work is accomplished. Reports shall be submitted daily to Village.

#### GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Construction Manager agrees as follows:

A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the Village setting forth provisions of this nondiscrimination clause.

B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

C. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts.

D. The Construction Manager will include the provisions of paragraphs A through E in every subcontract or purchase, so that such provisions will be binding upon each subcontractor or vendor.

E. The Construction Manager shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

#### GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

##### 53.1 Responsibility For Safety And Health

53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract. The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Village and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Village. The Village may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.

53.1.2 All Work, whether performed by the Construction Manager, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the Village and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern. Village shall disclose to Construction Manager any such requirements, other than those readily available as published laws or regulations, prior to the time of the GMP Amendment.

53.1.3 The Construction Manager is solely and exclusively responsible for worksite safety. If the Village receives notice or is made aware that the Construction Manager has failed to provide a safe area for the



performance of the Work or any portion thereof, then the Village shall have the right, but not the obligation, to suspend Work in the unsafe area until the Construction Manager remedies the unsafe conditions. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.4 The Construction Manager is solely and exclusively responsible for supervising all workers at the job site including ensuring the use of proper safety equipment by the workers for the duties preformed. The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. If the Village receives notice or is made aware that the Construction Manager has failed in its duty to ensure that proper safety equipment is used by the workers then the Village shall have the right, but not the obligation, to suspend Work until the Construction Manager corrects the unsafe work practice. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.5 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall defend, indemnify and hold the Village, Design Professional, the Village's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Construction Manager, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

53.1.6 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall not raise as a defense to its obligation to indemnify under this General Condition any contributing negligence of any of those indemnified hereunder, it being understood and agreed that no such contributing negligence shall relieve the Construction Manager from its liability to so indemnify to the extent of its own negligent acts or omissions nor entitle the Construction Manager to any contribution, either directly or indirectly, by those indemnified hereunder other than by way of reduction in Construction Manager's responsibility.

53.1.7 In any and all claims against those indemnified hereunder by any employee of the Construction Manager, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.1.8 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

## 53.2 Protection of Work and Property; Responsibility For Loss

53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall reasonably protect the property of the Village and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Village and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Village, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the job site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid



responsibilities and the Village shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.

53.2.2 Until final acceptance of the Work by the Village pursuant to GC 72, of this Contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Village furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever. Excluded from Construction Manager's responsibility under this subparagraph is a) any loss or damage which results from the sole active negligence of the Village or its representatives; and b) damage to any portions of the Project of which the parties have agreed the Village will take beneficial occupancy and put to its intended use.

53.2.3 The Construction Manager shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Village furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Construction Manager's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

- A. is directly due to errors in the Construction Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;
- B. is caused by the agents or employees of the Village (unless (1) the Construction Manager has waived its rights of subrogation against the Village on account thereof as provided in the Contract, but then only to the extent actually covered and paid for by insurance or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager (whether or not required hereunder); or
- C. is the result of a force majeure event, Act of God or other cause beyond the reasonable control of the Construction Manager, but then only to the extent not covered and actually paid for by the insurance required by the Contract.

### 53.3 Surface and Subsurface Water

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Village in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the job site shall be permitted by the proper regulatory agency and submitted to the Village for its prior written approval. All such Work shall be done at the sole expense of the Construction Manager, unless the presence or volume of water constitutes an unforeseeable subsurface condition for which the Construction Manager is otherwise entitled to additional compensation pursuant to the terms of the Contract.

### 53.4 EMERGENCIES

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the

Work or its performance, the Construction Manager shall act immediately to prevent threatened damage, injury or loss to persons or to property or to remedy said violation, whichever is applicable. Failure by Construction Manager to take necessary emergency action shall entitle the Village to take whatever action it deems necessary including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Village may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Village in taking such emergency action against any sums then or thereafter due to the Construction Manager. To the extent permitted by Section 725.06 FS The Construction Manager shall defend, indemnify and hold the Village harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Construction Manager shall be entitled to any additional compensation or extension of time claimed on account of emergency Work which is not due to the fault or neglect of the Construction Manager or its subcontractors or sub-subcontractors, it shall be handled as a claim as provided in GC 65.

53.4.3 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

#### 53.5 Village's Standards

53.5.1 The Village reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Construction Manager shall comply, and to review the efficacy of all protective measures taken by the Construction Manager. The exercise of or failure to exercise any or all of these rights by the Village shall not relieve the Construction Manager of its duties and responsibilities under this Contract, and the Village shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Construction Manager.

### GC 54 PROJECT SITE PROTECTION

54.1 Construction Manager, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled SAFETY & PROTECTION OF PERSONS & PROPERTY in a satisfactory condition until removal is authorized by Village. Construction Manager, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Village. The Construction Manager, at its expense, will provide parking for its employees within the designated work areas. Construction Manager employees will not be allowed to park in areas which are used by any facilities which remain in operation.

### GC 55 FIRE PREVENTION

55.1 Construction Manager shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Construction Manager. This includes keeping the Project work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Village.

Construction Manager shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Construction Manager to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

### GC 56 ILLUMINATION



56.1 When any Work is performed at night or where daylight is shut off or obscured, Construction Manager shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

#### GC 57 BEST MANAGEMENT PRACTICES

57.1 Construction Manager shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Reserved

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Construction Manager shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

#### GC 58 DUST CONTROL

58.1 The Construction Manager shall, for the duration of the Work, maintain, at its expense, all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Village will be permitted.

58.2 Construction Manager shall, for the duration of the Work, protect all fixtures, equipment, devices, and surfaces from any dust or debris within any facility which is affected by the Work and shall comply with the Village's direction to ensure dust control is being managed and maintained.

#### GC 59 WATER POLLUTION

59.1 Construction Manager shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

#### GC 60 AIR POLLUTION

60.1 The Construction Manager shall, at its expense, so perform its Work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm



Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

#### GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify the Village immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Village. The Construction Manager shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

61.2 In the event that hazardous material is improperly handled or stored by the Construction Manager, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Construction Manager shall immediately notify the Village and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Construction Manager's sole cost and expense. Further, Construction Manager shall indemnify and hold harmless the Village from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities to the extent permitted by Section 725.06 FS.

61.3 The indemnification provisions of this Section shall survive the termination or expiration of this Contract.

#### 61.4 ASBESTOS NOTIFICATION

61.4.1 Prior to the renovation of any structure, the Village shall conduct an inspection for asbestos-containing building materials (ACBM), through a review of current surveys or the request for a new survey. All asbestos surveys are conducted under the direction of Florida licensed asbestos consultants contracted by the Village.

61.4.2 Prior to the renovation of any structure, the Village shall facilitate the removal of all ACBM that may be disturbed during the renovations, (except bituminous roofing materials), unless stated otherwise in the Contract. All asbestos removal is conducted by a Florida licensed asbestos contractor contracted by the Village.

61.4.3 An asbestos summary report may be included as part of the Contract. If not attached, it is the Construction Manager's responsibility to contact the Village and request any available reports.

61.4.4 Licensed asbestos contractors are not required for removing or repairing asbestos containing roofs, except for transite (cementitious) shingles. If the Work specified will disturb asbestos containing roofing materials, the Construction Manager must comply with all requirements of OSHA 1926.58 and ASBESTOS NESHAPS. A summary of these requirements are outlined by the National Roofing Contractors Association (NRCA). A licensed roofer who has training as an asbestos competent person is required for projects disturbing asbestos roof materials.

61.4.5 If materials are discovered that are suspected asbestos materials that were not previously sampled, CM must stop all work that will disturb these materials and immediately notify the Village.

#### GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and Work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Village. The Village has the right but not the obligation to perform such quality surveillance, observations or quality audit as the Village deems necessary. Construction Manager shall provide safe and adequate facilities and all samples,



drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose Village, its agents, employees, and designees shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. Village, its agents, employees, and designees shall be entitled to conduct such surveillance, observation, or quality audits in such a manner and with such frequency and for such duration as Village, in its sole discretion, shall determine is appropriate. If Construction Manager covers all or any portion of the Work prior to any quality surveillance or test by Village, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Village has no duty or responsibility to inspect or audit Construction Manager's work and in doing so does not assume any liability or responsibility for Construction Manager's materials and workmanship. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such Work, materials or equipment shall prejudice the rights of Village thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is reasonably determined by Village, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Village shall notify Construction Manager in writing that such material, equipment or work is rejected and the Village reserves the right to withhold payment on any such item. Thereupon, Construction Manager shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same comply strictly with all requirements of the Contract.

#### GC 63 TESTING

63.1 Unless otherwise provided in the Contract, drawings and specifications shop testing of materials or Work shall be performed by the Construction Manager at its expense and in accordance with the technical specifications. Unless specified in the Contract Documents or otherwise required by applicable codes, rules or regulations, any required field testing of materials or Work shall be performed by the Construction Manager. Should tests in addition to those required by the Specifications be desired by Village, Construction Manager will be advised in reasonable time to permit such testing. Such additional tests will be at Village's expense unless such additional tests are required due to Construction Manager's Work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require testing services are required. Construction Manager shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

#### GC 64 PROGRESS

64.1 Construction Manager shall give Village full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Construction Manager's actual progress is inadequate to meet the requirements of the Contract, Village may so notify Construction Manager who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Village, Construction Manager does not improve performance to meet the currently approved contract construction schedule, Village may require an increase in Construction Manager's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Village. Neither such notice by Village nor Village's failure to issue such notice shall relieve Construction Manager of its obligation to achieve the quality of work and rate of progress required by the Contract.



64.2 Failure of Construction Manager to comply with the instructions of Village may be grounds for determination by Village that Construction Manager is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Village may terminate Construction Manager's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

#### GC 65 CHANGES

65.1 Village may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. In the event that additive Change Orders increase the total contract amount of a "bond waiver contract" over the Village's bond waiver limit of \$200,000, the contract will continue to be exempt from the bonding requirements if the change order is for a nominal amount. If there is a material change in project costs through a change order above the bond waiver limit of \$200,000 then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a "bonded contract" below the Village's bond waiver limit of \$200,000, bonding will continue to be required. Contractor shall provide notice to its surety(ies) of all Change Orders.

65.2 Village will issue written orders to Construction Manager for any changes except that in the event of an emergency which Village determines endangers life or property, Village may issue oral orders to Construction Manager for any Work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

65.3 Construction Manager shall commence such changed Work so that all dates set forth in Construction Manager's current construction schedule as accepted by Village will be met subject to an adjustment for the additional time necessary to complete the changed Work. In the event of an emergency which Village determines endangers life or property, Construction Manager shall immediately commence such changes as required by Village in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Village to invoke the provisions of GC 25 entitled TERMINATION FOR DEFAULT.

65.4 Unless otherwise required, Construction Manager shall, within twenty-one (21) calendar days following receipt of a written contract Field Bulletin, submit in writing to Village a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Village of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.

65.5 The proposal shall state the Construction Manager's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified in items A, B, C, and D above.
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Village).

65.6 Under no circumstances shall Construction Manager apply for or be entitled to recover consequential damages including, but not limited to, extended home office overhead costs associated with a change in the Work,



whether or not calculated in accordance with the Eichleay Formula. Therefore, the Construction Manager should reflect this in pricing all requested changes related to the Contract substantial completion date.

65.7 If Construction Manager does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Village may direct and Construction Manager shall proceed upon direction (Construction Change Directive) with such change.

65.8 A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Village, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete Work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Construction Manager's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Village and Construction Manager agree with the determination made by the Architect/Engineer or Record concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall be entitled to seek payment for Work performed pursuant to a CCD to the extent any portion of the CCD is not disputed.

65.9 If, at any time after Construction Manager commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a time and material basis as described above, are as follows:

Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, timekeepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Village and no charges shall be accepted unless evidence of such approval is submitted by Construction Manager with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change or at stipulated rates agreed to by the Village and Construction Manager. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Construction Manager by law or collective bargaining agreements. Copies of pertinent payrolls demonstrating the actual labor costs incurred shall be submitted to Village.

Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Village and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing. The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time work for any specific change is performed.



When equipment is used for time and materials changes which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Construction Manager-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Village.

When the operated use of equipment is infrequent and, as determined by Village, such equipment need not remain at the site of the work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Village's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract work is used for time and material changed work, the applicable rental rate shall be the actual rate paid by the Construction Manager at the time the work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Construction Manager based on invoices, provided that prior written approval has been given to Construction Manager.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Construction Manager for equipment repair or equipment maintenance.

Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Village. Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Village of such use of such materials.

Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Village before the subcontractor starts to work on the change.

Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Village.

For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Construction Manager is entitled to an overhead and profit fixed fee not to exceed a maximum percentage that is to be agreed upon by the parties in the GMP Amendment (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

1. If the CM is authorized by the Village to perform work with its own forces, the Construction Manager may add an overhead and profit fixed fee as agreed upon with Village up to 10% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.
2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a

lump sum before the Change Order is issued and before Work begins. The construction manager may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.
2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.11 No change order or CCD shall be valid until approved and signed by the Village. The Architect/Engineer of Record is not authorized to bind the Village to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Village may cause to be issued an appropriate change order to the Contract with or without the Construction Manager's signature.

65.12 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Contract Time and are not inconsistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Village and Construction Manager. The Construction Manager shall carry out such written orders promptly, and the Construction Manager shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Village.

65.13 Execution of change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract.

#### GC 66 RECORD DRAWINGS AND SPECIFICATIONS

##### A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record drawings and on its field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.
2. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Village for inspection at any time.
3. Final Records - Prior to request for Substantial Completions, the Construction Manager shall furnish to Village a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Village, at its expense, will furnish Construction Manager with drawings for mark-up by Construction Manager. Construction Manager shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provide by the Construction Manager a minimum of 30 days prior to the needed utility services.



B. Specifications:

1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Village for inspection at any time.
2. Final Records Prior to request for Substantial Completion, the Construction Manager shall furnish to Village a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Village, at its expense, will furnish Construction Manager a set of specifications for mark-up by Construction Manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals and Training:

1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Village three complete sets of manuals and applicable operating instructions as referenced in technical specifications.
2. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.
3. Training: Where Village training is required by the technical specifications, Construction Manager shall video and audio record the training and provide Village with one copy of recording.

D. Endorsement:

1. Construction Manager shall sign each final record drawing and the cover of the record specifications and shall note thereon that deviations and annotations are complete and accurate.
2. The Construction Manager shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Prior to Final Acceptance, Construction Manager shall provide the Village with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$1,000. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and c) the value of the equipment.

GC 67 MEASUREMENT OF WORK FOR PAYMENT

67.1 Estimates and all support data shall be prepared by Construction Manager and submitted in writing for Village's approval on or about the end of each month covering the amount and value of Work satisfactorily performed by Construction Manager up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of Work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be

determined by the Village according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Village, of units of work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

Separate payments for shop drawings and deposits for materials will not be allowed absent approval of the Village.

67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Village (i.e. bonded warehouse). Such material must be stored in a secure manner, acceptable to the Village, and in accordance with any manufacturer's recommendations.

Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Construction Manager meets the following conditions:

1. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific contract, by name.
2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Once any stored material is paid for by Village, it shall not be removed from the designated storage area except for incorporation into the Work.
4. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory (i.e., small diameter piping, fittings, conduit, etc.). Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the Project or as otherwise agreed upon by the Construction Manager and Village.

It is further agreed between the parties that the transfer of title and the Village's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and specifications.

67.3 Construction Manager shall make all surveys necessary for determining all quantities of Work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Village upon request. Construction Manager shall notify Village prior to the time such surveys are made. Village, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of Work to be paid for under the Contract. Measurements and computations shall be made by such methods as Village may consider appropriate for the class of Work measured.

67.4 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the drawings or in the specifications, shall be determined by Village.

67.5 No payments of invoices (or portions thereof) shall at any time constitute approval or acceptance of the Work under this Contract, nor be a waiver by Village of any of the terms contained herein.



## GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Construction Manager shall prepare a schedule of values by phases of Work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of Work scheduled. Change Orders shall be added as separate line items.

Prior to the initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and the Village of Palm Springs.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.
5. Certified copy of recorded bond. The Village's contract number will be provided after award of the Contract and the Construction Manager shall include this number on the bond prior to recording the bond. Village will not make any payment to Construction Manager until Construction Manager has complied with this requirement.

68.2 The Construction Manager will prepare and submit electronic copies of monthly invoices for Work completed during the one-month period. Pay applications shall be submitted in the format and wording of the form contained in Appendix A to these General Conditions. All information must be completed for the pay application to be accepted. Village's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right-hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the application the Construction Manager shall submit a rough draft plus two extra copies for the Village and Architect/Engineer of Record to review. The Construction Manager shall submit final approved electronic copies to the Architect/Engineer of Record, whose approval is required prior to submission to the Village.

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Village's instructions. Otherwise, the Construction Manager shall prepare and submit to Village an invoice in accordance with the estimate as approved. Village will pay Construction Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). Village shall provide Construction Manager with a written notice of disputed pay request within 10 days after receipt of such pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Village shall proceed with prompt payment of that portion of the pay request. In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Village's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Village of Construction Manager's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Village's final decision for the purpose of the Local Government Prompt Payment Act.

Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from the Village pursuant to Section 218.70, Florida Statutes. Construction Manager



shall provide trade contractors, subcontractors and suppliers hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

Retainage, in the amount of 5%, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost and those items specified in the Contract as being exempt from the retainage requirements (e.g. Construction Manager's bond costs, insurance costs and a portion of the Construction Manager's Fee as specified in the Agreement).

The Construction Manager may request at any point the release of retainage from the Village attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been inspected and accepted by the Construction Manager. The Construction Manager must submit the request in writing to the Village.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Village's good faith claims plus the value of the Work the Village determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when A/E determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% complete before the Village has paid 50% of the Contract amount and 50% of the Contract time has expired.

All retainage released by the Village to the Construction Manager which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers must be timely remitted by the Construction Manager to those subcontractors or suppliers.

68.4 Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.
2. A conditional partial release of lien will be required from the Construction Manager for the portion of work being applied up to the date of that particular pay application from him as the prime contractor and all his vendors and subcontractors, and an unconditional release for all amounts paid to Construction Manager through the date of the prior application for payment.
3. A Village approved construction schedule update.

68.5 Not Used.

68.6 So long as the Village has paid Construction Manager in accordance with the Contract Documents, if one or more "Notice of Non-Payment" is received by the Village, no further payments will be approved until non-payment(s) have been satisfied and an original "Release of Claim" for each "Notice" has been submitted to the Village. Upon request, Construction Manager shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Village may allow, with consent of Surety and indemnification of the Village against any claims, payment for Work on which there is an outstanding Notice of Non-Payment.

68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

1. Any claims are made against Construction Manager by Village or third parties, including claims for liquidated damages, or if reasonable evidence indicates the probability of the making of any such claim, unless the claim or potential claim is the result of a good faith dispute between Construction Manager and a third party; or
2. Construction Manager is in default of any material Contract condition; or

3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid; or
4. Defective work or material is not remedied in accordance with the terms of the Contract Documents or
5. Construction Manager persistently fails to carry out the Work in accordance with the Contract; or
6. Construction Manager fails to submit the information required by this Contract;
7. Construction Manager fails to submit a Village approved updated Schedule with each Application for Payment.

68.8 So long as the Village has paid Construction Manager in accordance with the Contract Document if claims or liens filed against Construction Manager or property of Village connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Village to do so, Village may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Village after final payment is made, Construction Manager and its surety or sureties shall promptly pay Village all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Construction Manager may submit a special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Village's occupancy and use of the Project.
2. Complete final cleaning of the Work.
3. Submit record documents (record drawings).
4. Submit listing of work to be completed before final acceptance.
5. Settle liens and other claims.
6. Obtain Consent of Surety for partial release of retainage.
7. Settle Liquidated Damages due to Village, if any.
8. Conditional Final Waiver and Release of Claim signed by Construction Manager.

68.10 Upon receipt by Village of Construction Manager's written Notice of Final Completion of its Work under this Contract, in accordance with GC 72, Village shall verify all Work has been completed on the Project. When all Work has been verified as complete, and the Construction Manager completes and submits the items listed below, the Construction Manager may submit a final invoice.

1. Complete all work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to Village; remove temporary facilities, tools and similar items.



4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Construction Manager.

#### GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Village, any portion of Work performed by Construction Manager is in a condition suitable for use, Village may issue a certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such Certificate of Substantial Completion (Partial Utilization) will be issued in accordance with the applicable requirements of GC 71 "SUBSTANTIAL COMPLETION". Such use by Village shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a waiver by Village of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Village, Village shall have the right to continue such use until such portion of work can, without injury to Village, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Construction Manager shall not use any permanently installed equipment unless such use is approved by Village in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Village. If Village furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Village.

#### GC 70 NOT USED

#### GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Village when the Project is sufficiently complete to permit the Village to use it for its intended purpose, the Village issues a certificate of Substantial Completion and the items listed below are complete. For the issuance of a certificate of Substantial Completion (Partial Utilization) in accordance with GC 69, the Village and/or the A/E will notify the Construction Manager of which items listed below must be complete for partial utilization.

71.2 The Construction Manager shall notify the A/E in writing when the Construction Manager considers the Project Substantially Complete and attach a comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed.



71.3 Once the A/E has received notice and attachments from the Construction Manager, the A/E will promptly inspect the Work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Construction Manager's list is not complete.

71.4 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion, subject to the punch list procedures set forth in the Contract Documents and/or required by Section 281.735, FS.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.
2. All general construction completed.
3. All mechanical and electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All Project components including floors, glass and metal work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.
8. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Village. The Fire Alarm system must be 100% complete without exception.
10. All operations and maintenance manuals for all equipment shall have been submitted.
11. Manufacturers' certifications and warranties shall be delivered to Village.
12. All operations and maintenance training related literature, software and back-up disks shall have been provided.
13. All required spare parts as well as any special tools shall have been provided.
14. All HVAC testing and balancing reports shall have been submitted and approved.
15. The Project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection, called by the Construction Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.

71.6 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, A/E and/or Village will prepare the punch list required by the Local Government Prompt Payment Act. The punch list items shall be corrected by the Construction Manager within 30 calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Construction Manager to complete the Work pursuant to the Contract.

## GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Construction Manager considers that all Work under the Contract is complete as previously referenced in GC 71, Construction Manager shall so inform Village and A/E in writing, "Notice of Final Completion". When items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Village is satisfied that all Work under the Contract is completed and is in accordance with the requirements of this Contract, Village shall notify Construction Manager in writing of final acceptance of its Work under this Contract.

The Village will then make final payment to the Construction Manager in accordance with the terms of GC 68 of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.
2. At the discretion of the Village, one and one-half times the value of outstanding items, corrective Work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the Village within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Village to cover the value of all such uncompleted or uncorrected items.

72.2 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract shall relieve the Construction Manager of responsibility for defective or deficient materials or work or responsibility for full Contract compliance. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Village and correct and pay for any damage to other Work resulting therefrom as set forth in GC 28 entitled "WARRANTY".

## GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Construction Manager shall make its own arrangements for disposal of materials outside the Project limits and the CM shall pay all costs involved. The Village reserves the right to retain any salvage material or equipment scheduled for removal. Should the Village elect to retain salvaged materials or equipment, the Construction Manager will provide appropriate on-site storage and protection. The Village will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Village shall be the responsibility of the Construction Manager.

73.2 When any material is to be disposed of outside the Project limits, the Construction Manager shall first obtain a written permit from the property Village on whose property the disposal is to be made and he shall file in writing with the Village said permit or the certified copy thereof together with a written release from the property owner absolving the Village of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Construction Manager shall dispose of the material in a neat and uniform manner to the satisfaction of the Village.

## GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Construction Manager represents to the Village that neither the Construction Manager, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Construction Manager, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional



services in connection with the construction of the Project. Construction Manager agrees to give written notification and obtain the approval of the Village before entering into any contract on this Project with any subcontractor or materialman where there exists any identity of interest.

#### GC 75 CLEANING UP

75.1 Construction Manager shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Construction Manager shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work.

#### GC 76 PROJECT SIGNS

76.1 Construction Manager, at no additional cost to the Village, shall construct a project job sign as indicated and described on the "Site Sign Detail". Construction Manager shall coordinate location of sign with Village's representative and install such sign within 21 days after Village's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Construction Manager's expense. Construction Manager will remove and properly dispose of sign at Substantial Completion of the Project. With the exception of the right reserved by the Village to erect a sign in connection with the Project and unless otherwise provided in the Contract, Construction Manager shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Village.

#### GC 77 NOT USED

#### GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

#### GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

79.2 Required Procedures for Protecting Confidential and/or Exempt Information.

- A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the Village has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Construction Manager's Work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.



B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Construction Manager include, but are not limited to:

1. Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the Village;
2. Security or fire safety system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems in whole or in part;
3. Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the Village;
4. Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
5. Threat assessments;
6. Emergency evacuation plans;
7. Sheltering arrangements; or
8. Manuals for security or fire safety personnel, emergency equipment, security or fire safety training; or otherwise containing narrative and/or graphic content of a security nature.

C. Obligations.

1. Maintain the Confidentiality of the Confidential Information. The Construction Manager has an obligation to maintain the confidential status of Confidential Information. The Construction Manager shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Village. The Construction Manager shall restrict access to Confidential Information to: 1) the Construction Manager's employees, and/or; 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing contractual services. Prior to releasing any Confidential Information to a Third-party, the Construction Manager shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third-party to which the Construction Manager has distributed Confidential Information. **Other than as authorized above, the Construction Manager shall not, without prior written approval of the Village, publish, copy, or otherwise disclose to others any Confidential Information.**
2. Disclosure Warning. If Confidential Information is in written form, the Construction Manager shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt

information. If the Construction Manager is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

**DISCLOSURE WARNING.** THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE VILLAGE. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE VILLAGE IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE VILLAGE MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e., email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Construction Manager (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.
  4. Notification of Improper Disclosure. Village must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Construction Manager shall make a report to the Village not more than seven (7) business days after the Construction Manager learns of such an improper disclosure or unauthorized use of the Confidential Information. The Construction Manager's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the Construction Manager has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Construction Manager has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Construction Manager shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the Village. The Construction Manager shall take all steps the Village deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.
- D. Survival. The nondisclosure provisions of this Section shall survive the termination of this Contract. The Construction Manager's duty to hold Confidential Information in confidence shall remain in effect until Village sends the Construction Manager written notice releasing the Construction Manager from the provisions of this Section.



- E. Enforcement. The Construction Manager understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the Village in law or equity.

**IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org), OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.**

#### GC 80 LIQUIDATED DAMAGES

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the Construction Manager's failure to substantially complete the Work within the Contract Time, including a grace period of thirty (30) days as agreed to by the parties, change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Construction Manager or, in the event of its default, the Surety fail to achieve certification of Substantial Completion of the Work within the Contract Time, the Construction Manager or, in the event of its default, the Surety shall pay to the Village, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the GMP Amendment. Construction Manager's total liability for all Liquidated Damages assessed in accordance with this provision shall be capped at an amount to be agreed upon by the parties in the GMP Amendment.

The Construction Manager hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by the Village as a result of Construction Manager's delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty against the Construction Manager.

The Village shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Construction Manager by the Village, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Construction Manager to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of the Village of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the Village, the Construction Manager and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the Substantial Completion of the Work caused by the Village, in whole or in part.

#### GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to one another, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Contract, even if that party has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill. Notwithstanding the foregoing, this waiver shall not apply to any consequential damages that a) are covered and paid for by any insurance policy that Construction Manager is required to provide pursuant to the Agreement; or b) result from Construction Manager's intentional misconduct, fraud, gross negligence or recklessness.



#### GC 82 REQUEST FOR SECTION 179D ALLOCATION

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the Village to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable and if the Construction Manager considers it may be eligible for an allocation of the 179D deduction, then the Construction Manager must apply to the Village through the Architect/Engineer of Record for the project. The Architect/Engineer of Record is responsible for applying to the Village for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the Village the allocation of the deduction. The Village's Representative will provide to Construction Manager the Department's policy and forms related to the Section 179D deduction when requested.

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## **APPENDIX A**

Request for Information

Field Instruction

Field Bulletin

Construction Change Proposal

Change Order

Construction Change Directive

Submittal Transmittal

Deficiency Report

Non-Conformance Report

Construction Manager's Daily Report

Substitution Request Form

Contingency Use Directive

Application for Payment

**CONTRACT EXHIBIT B  
SPECIAL CONDITIONS**



## **SPECIAL CONDITIONS TABLE OF CONTENTS**

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### SC 1 SPECIAL CONDITIONS

The following supplements, modifies, changes, deletes from or adds to the General Conditions of this Contract. Where any paragraph or subparagraph is modified or deleted by these supplements, the unaltered provision of that paragraph, subparagraph or clause shall remain in effect.

### SC 2 PROJECT TEAM

Key members of the Project Team as referenced in the specifications are defined as follows:

1. Village: Village of Palm Springs.
2. Construction Manager: TBD
3. Architect: Song & Associates
4. User: Palm Springs Police Department
5. Village's Project Representative: Walt Sanchez, Project Manager
6. CM's Representative: TBD
7. Architect's Representative: Jill Lanigan
8. Governmental and Regulatory agencies having jurisdiction over this project include: Village of Palm Springs Planning, Zoning, & Building Department
9. Utility companies providing service to the project include Florida Power & Light (Electrical), AT&T (Telephone), Village of Palm Springs Utilities Dept. (Water & Sewer)

### SC 3 LOCATION OF WORK

230 Cypress Lane, Palm Springs, Fl. 33461

### SC 4 WORK CONSTRAINTS

Normal allowable Project Work Hours are from 7:00am to 5:00pm Monday thru Friday. Requests by the Construction Manager to work outside this time frame including weekend and Holiday work shall be made to Village at least 3 workdays prior to the requested work time change.

### SC 5 FIELD OFFICE

TBD

### SC 6 CONCURRENT WORK

The following work, under separate contract to the Village, is anticipated to occur during the contractual time frames of the Project: TBD

The foregoing in no way limits the Village's rights to execute additional work on the site under separate contract.

### SC 7 PESTICIDES AND HERBICIDES APPLICATION

Construction Manager shall provide evidence to Village of proper certification of applicators of pesticides or herbicides prior to the application of those products on Village property.

### SC 8 NPDES PERMIT FOR STORM WATER DISCHARGE

On projects where construction activities disturb one acre of land or more, the Construction Manager will be required to comply with the County's NPDES General Permit which includes implementation of a storm water pollution prevention plan (SWPPP) during construction.

#### SC 9 CRIMINAL HISTORY RECORDS CHECK

9.1 The Construction Manager, the Construction Manager's employees, trade contractors of Construction Manager, employees of trade contractors, subcontractors and suppliers shall comply with FBI CJIS Security Policy, Section 5.12.1, Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJ, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Construction Manager is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Construction Manager acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the VILLAGE.

9.2 Prior to commencement of work within a Critical Facility or CJI Facility, the Construction Manager shall make arrangements through the Village's Fingerprint Section for its employees and those of its subcontractors to have fingerprint based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted a visitor ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Construction Manager will be charged a nominal fee for lost cards.

9.3 Each individual undergoing a criminal justice background check is required to comply with security awareness training.

9.4 Individuals passing the background check will be issued a badge. Construction Manager shall make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the contract work and return them to the Village. If the Construction Manager or its subcontractor terminates an employee who has been issued a badge, the Construction Manager must notify the Village within 2 hours. At the time of termination, the Construction Manager shall retrieve the badge and return it to the Village in a timely manner. The Village reserves the right to suspend any contractor that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the Village regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

9.5 Prior to working within the police facility, the Construction Manager and its employees must complete a 15-minute CJIS Level 1 Security Training with the agency's FCIC Agency Coordinator.

#### SC 10 TAXES

Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

##### 10.1 Village Furnished Materials

10.1.1 The Construction Manager shall include Florida State Sales Tax (Sales Tax) and other applicable taxes in its bid for material, supplies, and equipment. The Village, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Construction Managers bid and/or contract.

The Village reserves the right to require Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to Village. Any materials purchased by Village pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be



referred to as "Village Furnished Materials" and the responsibilities of both Village and Construction Manager relating to such Village Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract where inconsistencies or conflicts exist. In addition, the Village's standard terms and conditions associated with purchase ordered materials will be applicable to all Village Furnished Materials.

10.1.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the Village, price and other factors considered.

The Construction Manager shall include the price for all construction materials in its bid. Village purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

10.1.3 To enable the Village to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Construction Manager will provide to the Village a list of all intended suppliers, vendors, and materialmen for consideration as Village-Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the Village. The Village will either accept or reject the Construction Manager's recommendations and purchases will be made according to Village procedures.

10.1.4 Construction Manager shall identify materials which the Village will furnish through this Village Furnished Materials clause which will achieve a minimum agreed upon goal of tax savings. Village may agree to furnish materials worth more than the minimum agreed goal. The Construction Manager will provide the necessary clerical and administrative services support required to implement this Special Condition.

In a timely manner, Construction Manager shall prepare "Purchasing Requisition Request Forms" which shall, in form and detail be acceptable to Village, specifically identify the materials which Village may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Construction Manager
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. shipping and handling insurance cost
- g. 100% Performance Bond cost
- h. delivery dates as established by Construction Manager
- i. any reduction in Construction Manager's cost for both the Payment Bond and the Performance Bond
- j. detail concerning bonds or letters of credit provided by the supplier if included in its proposal

Construction Manager shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

10.1.5 The following procedure will be used for the implementation of this program.



After receipt of the Purchasing Requisition Request Form, Village shall prepare Village Purchase Orders (hereinafter Purchase Orders) for items of material which the Village chooses to purchase directly. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the Village. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price.

Promptly upon issuance of each Purchase Order by the Village, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Village's Procurement Specialist or his/her designated representative shall be the approving authority for the Village on Purchase Orders in conjunction with Village Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Village Furnished Materials on the delivery dates provided by the Construction Manager in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a Village Purchase Order, directly to Village of Palm Springs.

10.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the Village one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full direct cost of all Village Furnished Materials to be provided by each supplier from whom the Village elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to Village, . The Village Manager or his/her authorized representative shall be the approving authority for the Village on deductive Change Orders in conjunction with Village Furnished Materials.

10.1.7 All shop drawings and submittals shall be made in accordance with GC 46, Drawings, Data & Samples, of the General Conditions.

10.1.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by Village in accordance with these Special Conditions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Village due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. To the extent permitted by Section 725.06, FS The Construction Manager agrees to indemnify and hold harmless the Village from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

10.1.9 As Village Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Village Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the Village or Project Manager may require. The Construction Manager will then forward the invoice and documentation to the Village through the Project Manager for payment.

10.1.10 The Construction Manager shall insure that Village Furnished Materials conform to the specifications and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformities in Village Furnished Materials upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify



the Village of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Construction Manager fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming Village Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to Village resulting from Construction Manager's incorporation of such materials into the Project, including liquidated damages.

10.1.11 The Construction Manager shall maintain records of all Village Furnished Materials incorporated into the Work from the stock of Village Furnished Materials in its possession. The Construction Manager shall account monthly to the Village through the Project Manager for any Village Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.

10.1.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or subcontractor.

10.1.13 Notwithstanding the transfer of Village Furnished Materials by the Village to the Construction Manager's possession, the Village shall retain legal and equitable title to any and all Village Furnished Materials, although the Construction Manager shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Village of Palm Springs."

10.1.14 The transfer of possession of Village Furnished Materials from the Village to the Construction Manager shall constitute a bailment for the mutual benefit of the Village and the Construction Manager. The Village shall be considered the bailor and the Construction Manager the bailee of the Village Furnished Materials. Village Furnished Materials shall be considered returned to the Village for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

10.1.15 The Village shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, Village Furnished Materials.

10.1.16 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of Village Furnished Materials delivered to the project sites during that month and either concur or object to the Village's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the site and any defects in such materials.

10.1.17 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the Village a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the Village. Upon receipt of the appropriate documentation, the Village shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Village to immediately obtain partial or final release of waivers as appropriate.

10.1.18 The Village shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the Village pursuant to these specifications.

10.1.19 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Village. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order.



The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**



Village of Palm Springs CMAR Police  
Department Expansion - Task #269

RFP No. 2022R-003  
June 21, 2022

**26**  
**PUBLIC SAFETY  
FACILITIES**

**YOUR  
LOCAL  
PUBLIC  
SAFETY  
EXPERTS**

**KL** **KAUFMAN LYNN  
CONSTRUCTION**



3185 South Congress Avenue  
Delray Beach, FL 33445  
o 561.361.6700 | f 561.361.6979

[www.kaufmanlynn.com](http://www.kaufmanlynn.com)

QGC021732

June 21, 2022

Procurement Specialist Theresa Gonzalez  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

Dear Ms. Gonzalez and Selection Committee Members:

Kaufman Lynn Construction (KL) is a LOCAL Palm Beach County based construction company that has a proven track record of delivering projects utilizing the CM at Risk method for over three decades. We will work in partnership with the Village of Palm Springs and your architect for this project, Song & Associates, to build facilities that meet and exceed your immediate needs and construct structures that will be built to last for decades. We bring the right mix of attitude, relationships and expertise, including:



#### PROVEN TEAMWORK WITH THE ARCHITECT

We have worked together on projects for decades and **recently completed the latest Police Facility in Palm Beach County as a team and are in preconstruction on a PBSO facility.** KL and Song + Associates are effective as a team and we will be able to get better results for the Village of Palm Springs Police Department Expansion.

#### PUBLIC SAFETY EXPERTISE

From Police Facilities to related facilities we have more experience in public safety facilities than others in South Florida. We will work with the Village of Palm Springs to make sure our expertise developed on other projects make your facility a better functioning police department.



We understand that every facility is unique which is why step one for KL will be to discuss with the Village of Palm Springs your goals and specific use case. Our team will implement an approach that equips the Police Department Expansion project with advanced technology and special flexibility. We will work to provide the Village with price and performance (first and long-term cost) for all desired components so you can make the best decision in order for this facility to work for you on day one and in decades to come.



# TABLE OF CONTENTS

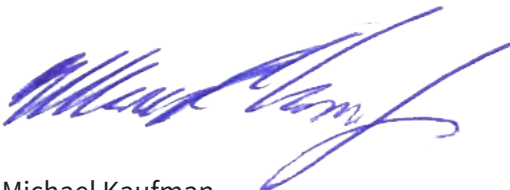
**2.16**  
**MILLION SF**  
**GOVERNMENT**  
**FACILITIES**

**CMAR GOVERNMENT BUILDERS**

KL has built **more than 2,160,000 SF of government facilities** in South Florida! With experience ranging from City Hall Campus projects to office renovations, we understand the needs of government clients when it comes to secure facilities. The team brings lessons learned to benefit the Village of Palm Springs Police Department from preconstruction through building commissioning.

We appreciate your thorough consideration of the KL capabilities and proven experience. We look forward to being a reliable, cost-effective and quality partner on this important project for the Village of Palm Springs and the community.

Sincerely,



Michael Kaufman  
CEO, Kaufman Lynn Construction



|        |                                                                |    |
|--------|----------------------------------------------------------------|----|
|        | LETTER OF INTEREST                                             |    |
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June 21, 2022

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

RE: Kaufman Lynn Construction

Construction Manager (CM) at Risk Services for Police Department Expansion, Task Order  
#269 - #2022R-003

To Whom It May Concern:

We are pleased to share with you our favorable experience and high regard for Kaufman Lynn Construction, Inc. Kaufman Lynn has a 30-year track record for outstanding performance on a wide-ranging scope of projects for public and private owners. We routinely receive positive feedback from bond holders regarding the company's ability to deliver high-quality projects on time and on budget.

Hartford Fire Insurance Company provides surety bonds on behalf of Kaufman Lynn Construction, Inc. for single projects over \$175 Million and an overall program in excess of \$600 Million. Kaufman Lynn has available bonding capacity in excess of \$350 Million.

Hartford Fire Insurance Company is A.M. Best rated A+ XV and listed on the Department of Treasury's Listing of Approved Sureties with an underwriting limitation of \$991,602,000 on a per bond basis. Hartford Fire Insurance Company is licensed to do business in the State of Florida.

Hartford Fire Insurance Company is prepared to consider providing on their behalf payment and performance bonds for the above referenced project in an amount equal to or greater than one hundred percent (100%) of the estimated construction cost. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of Kaufman Lynn Construction, Inc.

This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between Kaufman Lynn Construction, Inc., and Hartford Fire Insurance Company.

Sincerely,  
  
Kathleen M. Coen  
Attorney-in-Fact



POWER OF ATTORNEY

Direct Inquiries/Claims to:  
THE HARTFORD  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC  
Agency Code: 39-427620

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :  
Kathleen M. Coen, Louis J. Bensinger, Gary J. Giulietti, Renee Hugar, Tammy L. Orehek, Holly Tallone, Julia Zalesky of BLUE BELL, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }  
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 21, 2022

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

RFP ATTACHMENT 'A'  
PROPOSAL CERTIFICATION FORM  
CM SERVICES FOR  
POLICE DEPARTMENT EXPANSION  
TASK ORDER #269

(proposer must complete, sign and return with proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that proposer has received and understands all addendums issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

|            |                   |                  |                   |
|------------|-------------------|------------------|-------------------|
| Addendum # | <u>1</u>          | Date of Addendum | <u>6/8/22</u>     |
| Addendum # | <u>2</u>          | Date of Addendum | <u>6/16/22</u>    |
| Addendum # | <u>          </u> | Date of Addendum | <u>          </u> |
| Addendum # | <u>          </u> | Date of Addendum | <u>          </u> |

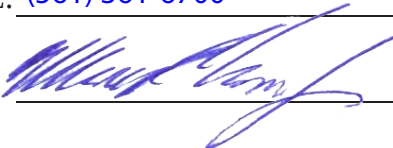
PROPOSER (firm name): Kaufman Lynn Construction, Inc.

FIRM ADDRESS: 3185 South Congress Avenue, Delray Beach, FL 33445

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Michael I. Kaufman

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: mkaufman@kaufmanlynn.com, cc: jzalkin@kaufmanlynn.com

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: (561) 361-6700

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: President/CEO DATE: June 17, 2022





# Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

## CM @ RISK FOR POLICE DEPARTMENT EXPANSION

Addendum No. 1

June 8, 2022

---

PROPOSALS DUE: 2:00 PM, Local Time, June 21, 2022

---

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **CM @ RISK FOR POLICE DEPARTMENT EXPANSION** project, fully and completely as if the same were fully set forth herein.

### IN THE PLANS

1. New Conceptual Plan & Schematic Design

**Attached**

### IN THE SPECIFICATIONS

1. N/A

Receipt acknowledged and conditions agreed to the 8th day of June, 2022.

Kaufman Lynn Construction

Bidder

Mike I. Kaufman

By



# Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

## CM @ RISK FOR POLICE DEPARTMENT EXPANSION

Addendum No. 2

June 16, 2022

---

PROPOSALS DUE: 2:00 PM, Local Time, June 21, 2022

---

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **CM @ RISK FOR POLICE DEPARTMENT EXPANSION** project, fully and completely as if the same were fully set forth herein.

### IN THE PLANS

1. N/A

### IN THE SPECIFICATIONS

2. Revised RFP Attachment 'B'

Receipt acknowledged and conditions agreed to the 16th day of June, 2022.

Kaufman Lynn Construction, Inc.

Bidder

Mike I. Kaufman

By



## A modern training room with a curved wooden podium on the left, featuring a monitor and a small screen. A large wall-mounted screen displays a police badge and the text "Setting the Benchmark for Excellence". The room is furnished with several long wooden tables and blue chairs. Two flags, the Florida state flag and a police department flag, stand near a window. The room has a drop ceiling with recessed lights and a blue accent wall.

**The Proposer shall select the appropriate box:**

\_\_\_\_\_ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

TITLE: President/CEO DATE: June 17, 2022

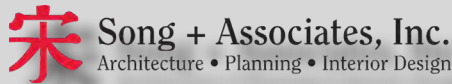




## TAB 5: RELATED EXPERIENCE

For over 30 years, Kaufman Lynn Construction (KL) has been providing quality construction here in Palm Beach County. We specialize in public facilities, **having successfully completed hundreds of municipal and other public facilities – specifically Public Safety facilities.** Many of our projects are critical buildings, involve high technology components, and include built-in flexibility for future adaptations. The new Police Department Expansion is an important building for the public and community. We will be a **PROACTIVE PARTNER** bringing lessons learned and **INNOVATIVE SOLUTIONS** from the hundreds of projects we have built locally over the years.

### PROVEN TEAM WORK WITH SONG & ASSOCIATES



We have worked together on projects for decades and recently completed the latest police facility in Palm Beach County as a team. KL and Song + Associates are effective as a team and we will be able to get better results for The Village of Palm Springs.

### PUBLIC SAFETY EXPERTISE

**26**  
PUBLIC SAFETY  
PROJECTS

From police facilities to maintenance and storage facilities we have more experience in public safety facilities than others in South Florida. We will work with The Village of Palm Springs to make sure our expertise developed on other projects makes your facility a better functioning station.

### TAILORING TO THE VILLAGE OF PALM SPRINGS



We understand that every facility is unique which is why step one for KL will be to discuss with the Village your goals and specific use case. We will provide the Village with price and performance (first and long-term cost) for all desired components so you can make the best decision in order for this facility work for you both day one and decades to come.

Please find just a sampling of related projects that we have built that highlight our experience with Song and Associates and Public Safety facilities on the following pages.



Since our 1989 founding, Kaufman Lynn has come to specialize in public safety facilities in South Florida. The following are KL project that focus on public safety; however, many more projects KL has built include public safety components within the overall facility beyond these 26 projects. We understand the nuances of public safety facilities.

POLICE ONLY FACILITIES

- Cape Coral Police Training Facility
- Jupiter Police Headquarters  
**(A Song + Associates Design)**
- Palm Beach Sheriff’s Office Annex  
**(A Song + Associates Design)**
- Pompano Beach Public Safety Renovations



MIXED (POLICE/FIRE) FACILITIES

- Coconut Creek EOC & 911 Call Center
- Collier County Heritage Bay Government Center
- Coral Springs Municipal Complex
- Boca Raton Police and Fire Training Facility
- Hollywood Beach Public Safety
- Hollywood 56th Ave Public Safety
- Miami Beach Fire Station 1 & 911 Call Center
- Oakland Park Emergency Operations Center
- Lighthouse Point Fire Station 22/ Administration/EOC
- Pompano Beach Emergency Operations Center
- Riviera Beach Fire Station 88 (Temporary Admin, Temporary EOC)
- Riviera Beach Fire Station 87/ Administration/EOC

FIRE ONLY FACILITIES

- Boca Raton Fire Station 5
- Boca Raton Fire Station 31
- Coral Springs Fire Station 43
- Coral Springs Fire Station 95
- Highland Beach Fire Station 6
- Oakland Park Fire Station 9
- Riviera Beach Fire Station 86
- Riviera Beach Fire Station 89 Renovation
- Pompano Beach Fire Station 63 Renovation
- Hollywood Fire Station 74



KAUFMAN LYNN IS YOUR PUBLIC SAFETY BUILDER.

26  
PUBLIC SAFETY  
FACILITIES



2.16  
MILLION SF  
GOVERNMENT  
FACILITIES



267  
CMAR  
PROJECTS







- Public Safety
- CMAR
- Secured Parking
- Access Roads
- Fast Track
- Multiple Stories
- Same Architect

*The latest police facility in Palm Beach County with your architect. The SAME TEAM that built this will build your project.*

## Jupiter Police Headquarters

Jupiter, Florida

New construction of a 39,000 SF Police Department has been designed to withstand 192 mph winds and also houses the town’s IT data center and serves as the emergency operations center. The project also includes a veterans’ memorial and site improvements, as well as the demolition of an existing Police Department building, and other structures after completion of the new facility. **KL is now moving on to Phase II with Song & Associates to build the new Jupiter Town Hall.**

- Project Completion Date: September 2020
- Project Size: 39,000 SF
- Construction Cost: \$16.8 million
- Delivery Method/Role: CM at Risk
- Names of Key Individuals: Mike Kaufman, Jon Tori, Neil Richardson, Jeff Zalkin
- Owner Reference: Michael Vilella, Town of Jupiter  
561.741.2218  
michaelv@jupiter.fl.us
- Architect Reference: Robert Castrovinci, Song & Associates  
561.655.2423  
rcastrovinci@songandassociates.com

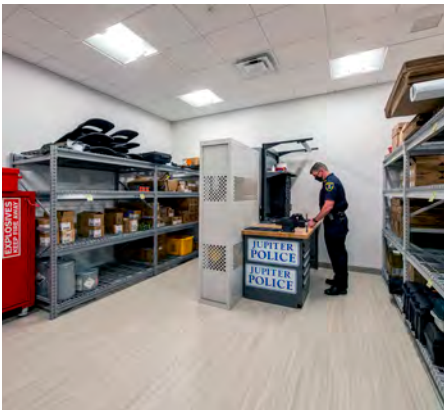


### Fast Track

The project had a 3 month funding delay but achieved a TCO in 13 months despite COVID related delays in inspections, workforce, and product manufacturing. We expedited all materials to offset any delays and improve upon our schedule for this Fast Track project.

### Enhanced Security Features

The building is rated for 192 mph winds as an Emergency Operations Center. It has a precast concrete site wall around the police parking compound with sliding drive gates. The drive gates will be operated off of window stickers on the car windshields. The two high wind and high speed overhead doors at the sallyport can be opened and closed with a fob, allowing police officers to unload “visitors” securely. The men’s and women’s holding cells and a DUI holding cell is equipped with a security rated ceiling along with tamper proof sprinkler heads and cameras. The access control is high end to prevent the public from going into secured areas.







## Town of Jupiter

August 12, 2020

To whom it may concern,

In our experience, Kaufmann Lynn has been an outstanding team to work with throughout the construction of the new Town of Jupiter Police Department facility as well as the Veterans Memorial.

Kaufman Lynn has met all of our standards and expectations, delivered high quality workmanship and has provided exceptional service throughout all phases of the project. They have also completed the project within the required time frame and within the allowed budget.

We would highly recommend Kaufman Lynn to any other organization.

If you have any questions, please feel free to contact me directly.

Sincerely,

Roger Held  
Building Official  
Town of Jupiter  
210 Military Trail  
Jupiter FL 33458  
(561) 741-2669  
rogerh@jupiter.fl.us

Jupiter Police Department



David E. England, Chief of Police

May 24, 2021

To Whom It May Concern,

The Town of Jupiter Police Department was envisioned as a facility that could serve the police department and residents of Jupiter for many years to come. The facility also serves as the Town's data center, housing critical information technology infrastructure in a safe and secure environment. The building provides an efficient and constructive environment for the members of the department to work in, while being inviting to the public. The building is also storm rated, and will serve as the Town's emergency operations center in the event of a major storm or hurricane.

Kaufman Lynn Construction proved to be very capable and engaged throughout the construction process, and they excelled at communicating with the project stakeholders. Their team was receptive to the needs and concerns of the Town, and tackled any changes and requests in stride. Remarkably, the project was completed 'on time and on budget' despite the challenges presented by the COVID-19 pandemic. The project resulted in a building that greatly enhanced the efficiency of the work environment for both civilian and sworn members of the agency.

The dedication to delivering a quality facility did not end when the first desk was moved into place. The Kaufman Lynn team were on-site daily during the early phases of occupancy to ensure there were no issues that would affect our operations. They remained responsive, and played a vital role in ensuring all of the components of the facility were functioning as expected as we moved over vital public safety operations from our previous building. The team took obvious pride in the work they were doing, and strived to deliver a top-notch building on time and on budget.

Sincerely,

David E. England  
Chief of Police



宋

May 24, 2021

To Whom It May Concern:

Song + Associates, Inc. is pleased to provide this recommendation letter for Kaufman Lynn Construction. We have worked with numerous construction firms over the years and consider Kaufman Lynn one of the top construction managers in the marketplace based on their ability to embrace a total team approach to any project they are awarded.

Recently, Song + Associates had the pleasure of working with Kaufman Lynn on a new Police Headquarters building for the Town of Jupiter. This 36,000 square foot building also includes the Town's IT Data Center and serves as an emergency operations center (EOC). The building is Phase I of a municipal complex that will feature a new Town Hall, parking garage, and athletics facilities. We are looking forward to continuing our collaboration with this outstanding team.

Kaufman Lynn worked alongside us and the Town to ensure the project was delivered successfully, not only from a budgetary standpoint, but also in the quality of workmanship. Kaufman Lynn was responsive in providing the team expert knowledge on price, constructability, and function. Their feedback enabled key decisions to be made in a timely manner, keeping the project moving forward at all times despite the challenges faced due to the COVID-19 pandemic.

As always, we appreciated Kaufman Lynn's attentiveness to the design intent and owner's goals. For example, knowing that this building would house emergency operations for the Town, Kaufman Lynn helped the Town secure grant funds which provided additional funds for hardening of the structure. Originally designed to withstand winds of 170 mph, Kaufman Lynn brought in trade partners so we could together develop strategies to increase the wind rating to 194 mph. Their informed suggestions for alternative methods and materials for construction were helpful and embraced the architectural vision and, most important – the long-term needs of the client.

In our experience, Kaufman Lynn delivers on their promises. We consider Kaufman Lynn a firm that truly understands the importance of teamwork. We look forward to having the opportunity to work with them in the future.

Sincerely,



Jill Lanigan  
Principal  
Song + Associates, Inc.

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095  
1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T: 561.655.2423 F: 561.655.1482  
American Institute of Architects / NCARB

Public Safety

Government Facility

CMAR

Site Improvements

Same Architect

VIEW FROM JOG RD SOUTH

VIEW FROM JOG RD NORTH

## PBSO HEADQUARTERS ANNEX

West Palm Beach, Florida

New construction of a 25,000 SF building to house the new PBSO District 1 substation, new Marine Unit facility with vehicle repair shop, a specialty vehicle storage shelter, and all associated site improvements.

|                           |                                                                                             |
|---------------------------|---------------------------------------------------------------------------------------------|
| Project Completion Date:  | July 2022                                                                                   |
| Project Size:             | 25,000 SF                                                                                   |
| Construction Cost:        | \$9.4 million                                                                               |
| Delivery Method/Role:     | CM at Risk/Prime                                                                            |
| Names of Key Individuals: | Mike Kaufman, John Huddleston, Jeff Zalkin                                                  |
| Owner Reference:          | Fernando Del Dago<br>561.655.2423 ext. 114<br>FDelDago@pbcgov.org                           |
| Architect Reference:      | Robert Castrovinci, Song & Associates<br>561.655.2423<br>rcastrovinci@songandassociates.com |

A

宋 Song + Associates, Inc.  
Architecture • Planning • Interior Design

KL KAUFMAN LYNN  
CONSTRUCTION

**PROJECT!**





- Government
- Utilities
- Access Roads
- Same Architect
- Hurricane Hardened

## Coral Springs Municipal Complex

Miami, Florida

New construction of a 5-story, 68,000 SF municipal facility and freestanding, 4-level parking garage. The complex includes an Emergency Operations Center, City Commission chambers, general offices, meeting rooms, and a one stop shop for citizen services.

Project Completion Date: February 2018  
Project Size: 285,000 SF  
Construction Cost: \$34 million  
Delivery Method/Role: Design-Bid-Build/Prime  
Names of Key Individuals: Mike Kaufman, Jon Tori, Marc Savoy, Jeff Zalkin  
Owner Reference: Alexander Hernandez  
954.344.1000  
ahernandez@coralsprings.org  
Architect Reference: Robert Castrovinci, Song & Associates  
561.655.2423  
rcastrovinci@songandassociates.com



February 6, 2018

To Whom It May Concern:

Song + Associates, Inc. is pleased to provide this recommendation letter for Kaufman Lynn Construction for future projects. We have worked with numerous construction firms over the years and consider Kaufman Lynn one of the top construction managers in the marketplace based on their ability to embrace a total team approach to any project they are awarded.

Recently, Song + Associates had the pleasure of working with Kaufman Lynn on a 5-story Municipal Complex and Parking Garage for the City of Coral Springs. This 148,480 square foot complex houses the new City Hall, City Commission chambers, meeting rooms for community organizations, future retail and cultural space, a civic plaza, and a connected 4-level parking garage. Kaufman Lynn worked alongside us and the City to ensure the project was delivered successfully not only from a budgetary standpoint, but also in the quality of workmanship. Kaufman Lynn was responsive in providing the team expert knowledge on price, constructability, and function. Their feedback enabled key decisions to be made in a timely manner, keeping the project moving forward at all times.

Throughout our history with Kaufman Lynn, they have continually been a partner and focus on teamwork to help everyone succeed. Their attentiveness to the design intent and owner's goals allows for informed suggestions for alternative methods and materials for construction while still embracing the architectural vision.

In our experience, Kaufman Lynn delivers on their promises. We consider Kaufman Lynn a firm that truly understands the importance of teamwork. We look forward to having the opportunity to work with them in the future.

Sincerely,

Jill Lanigan  
Principal  
Song + Associates, Inc.

Song + Associates, Inc.  
Architecture • Planning • Interior Design  
AA003165 / IB0001095  
1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T: 561.655.2423 F: 561.655.1482  
American Institute of Architects / NCARB





- Public Safety
- Multiple Stories
- Access Roads
- Hurricane Hardened



- Public Safety
- Multiple Stories
- Hurricane Hardened
- Utilities

# Coconut Creek EOC

Coconut Creek, Florida

Demolition of the existing public works facility and the construction of a 24,500 SF, two-story replacement building. The new facility includes a 1,200 SF data center that supports the City's Emergency Operations Center as well as a consolidated Regional 911 Dispatch Center. The data center has a UPS system battery back-up system, double action fire suppression system, redundant HVAC system with two dedicated air handlers blowing air into the raised floor system.



- Project Completion Date: July 2013
- Project Size: 24,500 SF
- Construction Cost: \$6.9 million
- Delivery Method/Role: Design-Bid-Build/Prime
- Names of Key Individuals: Mike Kaufman
- Owner Reference: Jim Berkman, City of Coral Springs  
954.93.6780  
JBerkman@coconutcreek.net
- Architect Reference: Alan Fertel, Walters Zachria  
954.533.4123  
alanwza@bellsouth.net

# Riviera Beach Fire Station 88 & Admin Center

Riviera Beach, Florida

Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project features 4 apparatus bays, sleeping and private restroom facilities for firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a second floor fire operations/admin center.



- Project Completion Date: December 2022
- Project Size: 28,000 SF
- Construction Cost: \$16.6 million
- Delivery Method/Role: Design-Build/Prime
- Names of Key Individuals: Mike Kaufman, Bryan Ardner, John Huddleston, Jeff Zalkin
- Owner Reference: John Curd, City of Riviera Beach  
600 Blue Heron Blvd, Riviera Beach, FL 33404  
561-843-0976  
jcurd@rivierabeach.org
- Architect Reference: Jess Sowards, CSA Architects  
134 NE 1st Avenue  
Delray Beach, FL 33444  
561.276.4951  
jess@csa-architects.com

## MULTIPLE FIRE STATIONS

RIVIERA BEACH FIRE STATION 88 IS ONE OF THREE FIRE STATIONS WE ARE BUILDING AS PART OF A MULTI-PROJECT CONTRACT WITH THE CITY OF RIVIERA BEACH. IN TOTAL, KL WILL BUILD:

- RIVIERA BEACH FIRE STATION 88
- RIVIERA BEACH FIRE STATION 87
- RIVIERA BEACH FIRE STATION 86





Public Safety

Multiple Stories

Access Roads

Hurricane Hardened



Public Safety

CMAR

Access Roads

Hurricane Hardened

## Hollywood Beach Safety Complex

Hollywood, Florida

New construction of a 34,000 SF, 2-story Public Safety Building with a 3 bay Fire Station, Beach Safety and Community Redevelopment Agency offices and parking and renovation of an existing 1-story historic structure. This shell design, along with impact rated windows, has the ability to withstand 155 mph wind and storm conditions equal to or greater than a Category 5 storm.

Project Completion Date: June 2012  
 Project Size: 44,254 SF  
 Construction Cost: \$6.6 million  
 Delivery Method/Role: Design-Bid-Build/Prime  
 Names of Key Individuals: Mike Kaufman  
 Owner Reference: Jitendra Patel, City of Hollywood  
 954.921.3930  
 jpatel@hollywood.fl.org  
 Architect Reference: Anderson Slocombe, CH2M Hill  
 561.904.7400  
 anderson.slocombe@ch2m.com



## Lighthouse Point Fire Station and EOC

Lighthouse Point, Florida

New construction of a 2-story, 16,100 SF public safety facility. Built to withstand a category 5 hurricane, the second floor is dedicated for an emergency operations center. The ground floor serves operations for the fire station serving 24 firefighter/paramedics, two chief officers and a secretary. The station includes three drive-through emergency vehicle parking stalls, vehicle exhaust system, individual sleeping quarters, bunker storage, medical storage training room, decontamination area, kitchen and dayroom, offices, and a generator.

Project Completion Date: June 2022  
 Project Size: 16,100 SF  
 Construction Cost: \$7.6 million  
 Delivery Method/Role: CM at Risk/Prime  
 Names of Key Individuals: Mike Kaufman, Neil Richardson, Jeff Zalkin  
 Owner Reference: Bill Gallo  
 954.461.6624  
 wgallo@galloherbert.com  
 Architect Reference: Jose Aguila, CSA  
 561.276.4951  
 jose@csa-architects.com





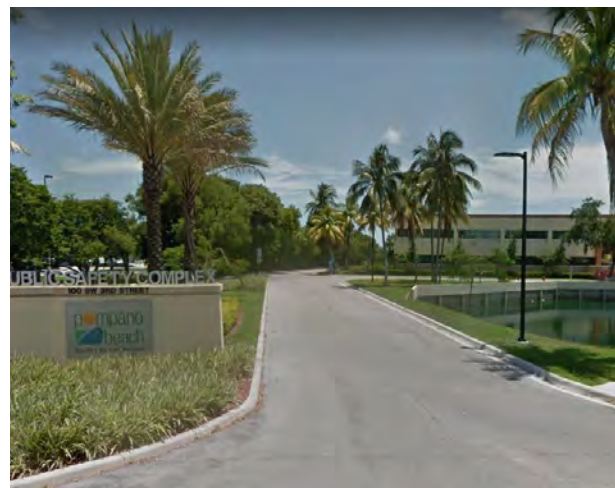


## Pompano Beach EOC

*Pompano Beach, Florida*

Construction of a new 15,000 SF fire rescue and logistics complex which includes an administrative center, EOC, and a fire and EMS distribution center with storage space for emergency apparatus for the City of Pompano Beach. The facility includes a public lobby and various activity areas, as well as office space, multi-purpose meeting space and accompanying support spaces. The building is designed to achieve LEED certification.

|                           |                                                                 |
|---------------------------|-----------------------------------------------------------------|
| Project Completion Date:  | March 2023                                                      |
| Project Size:             | 36,000 SF                                                       |
| Construction Cost:        | \$19.6 million                                                  |
| Delivery Method/Role:     | CM at Risk/Prime                                                |
| Names of Key Individuals: | Mike Kaufman, Jeff Zalkin                                       |
| Owner Reference:          | Horacio Danovich<br>954.786.7834<br>Horacio.danovich@copbfl.com |
| Architect Reference:      | Manny Synalovski<br>954.961.6806<br>msynalovski@synalovski.com  |

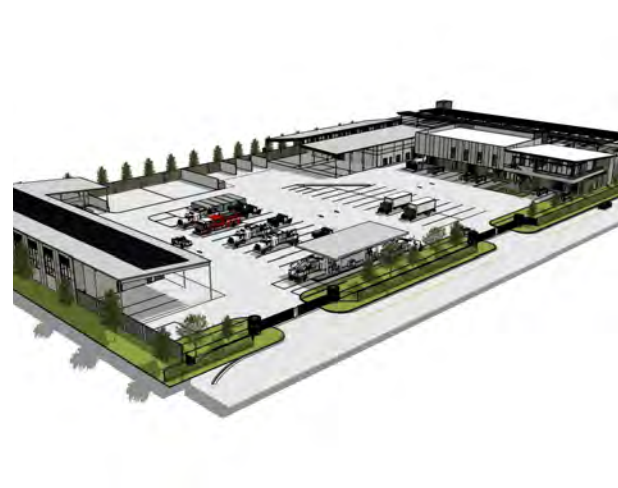


## Oakland Park EOC and Public Works

*Oakland Park, Florida*

New facility for Public Works which will include 12,800 SF of offices & EOC, 13,250 SF materials storage at Stevens Park, as well as a new 16,500 SF Public Works fleet management/maintenance and fueling facility, vehicle wash area, a 5,400 SF storage building, and 2-story, 80,000 SF parking garage.

|                           |                                                                                          |
|---------------------------|------------------------------------------------------------------------------------------|
| Project Completion Date:  | March 2024                                                                               |
| Project Size:             | 111,450 SF                                                                               |
| Construction Cost:        | \$17 million                                                                             |
| Delivery Method/Role:     | CM at Risk/Prime                                                                         |
| Names of Key Individuals: | Mike Kaufman, Jeff Zalkin                                                                |
| Owner Reference:          | Sierra Marrero, City of Oakland Park<br>954.274.0581<br>sierra.marrero@oaklandparkfl.gov |
| Architect Reference:      | Don Wilkin, ACAI Architects<br>954.609.8089<br>dwilkin@aecmworld.com                     |







# FLORIDA PROJECTS OVER \$5 MILLION STARTED IN THE PAST 5 YEARS

Blue denotes active projects    PS denotes Public Safety

**PS Riviera Beach Fire Station #88**

Location: Riviera Beach  
 Owner: City of Riviera Beach, John Curd, 561.845.4104  
 Construction Cost: \$16.6 million

**PS Riviera Beach Fire Station #87 and EOC**

Location: Riviera Beach  
 Owner: City of Riviera Beach, John Curd, 561.845.4104  
 Construction Cost: \$15.0 million

**PS Lighthouse Point Fire Station 22**

Location: Lighthouse Point  
 Owner: City of Lighthouse Point, Jennifer Oh, 954.943.6500  
 Construction Cost: \$7.6 million

**PS Miami Beach Fire Station 1**

Location: Miami Beach  
 Owner: City of Miami Beach, Colette Satchell, 786.526.4447  
 Construction Cost: \$6.5 million

**PS Oakland Park GO Bond including EOC**

Location: Oakland Park  
 Owner: City of Oakland Park, Sierra Marrero, 954.274.0581  
 Construction Cost: \$10.0 million

**PS Pompano Beach EOC**

Location: Pompano Beach  
 Owner: City of Pompano Beach, Horacio Danovich 954.786.7834  
 Construction Cost: \$19.6 million

**PS PBSO Headquarters Annex**

Location: West Palm Beach  
 Owner: Palm Beach County, Fernando Del Dago, 561.655.2423 ext. 114  
 Construction Cost: \$9.4 million

**Heritage Bay Government Services Center**

Location: Naples  
 Owner: Collier County Tax Collector, Ron Stoneburner, CFC, 239.252.8171  
 Construction Cost: \$11.7 million

**PS Jupiter Police Headquarters**

Location: Jupiter  
 Owner: Town of Jupiter, Michael Villella, 561.741.2218  
 Construction Cost: \$16.8 million

**Maltz Jupiter Theatre**

Location: Jupiter  
 Owner: Maltz Jupiter Theatre, Andrew Kato, 917.324.0766  
 Construction Cost: \$29.3 million

**Bluesten Park**

Location: Hallandale Beach  
 Owner: City of Hallandale Beach, Gregg Harris, 954.328.1926  
 Construction Cost: \$20.6 million

**McNair Park Improvements**

Location: Pompano Beach  
 Owner: City of Pompano Beach, Horacio Danovich 954.786.7834  
 Construction Cost: \$10.3 million

**Nebraska Street Parking Garage**

Location: Hollywood  
 Owner: City of Hollywood, Moshe Anuar, 954.924.2980  
 Construction Cost: \$10.3 million

**Merrimac Plantation**

Location: Plantation  
 Owner: Merrimac Ventures, Nitin Motwani, 954.368.4203  
 Construction Cost: \$55.6 million

**Brightline Garage**

Location: Boca Raton  
 Owner: Brightline, Brian Kromberg, 305.796.6083  
 Construction Cost: \$14.7 million

**Don Soffer Aventura High School**

Location: Aventura  
 Owner: City of Aventura, Antonio Tomei, 305.466.8923  
 Construction Cost: \$12 million

## Heritage Bay Government Services Center

Naples, Florida

The project consists of a new 22,780 SF single story administrative building encompassing a Tax Collector’s office and other constitutional offices as well as a public meeting place.

This building also houses satellite offices for the property appraiser, supervisor of elections and select services of the clerk of courts. Future phases may include an additional office building, an EMS station, and a parking garage.



Project Completion Date: January 2022  
 Project Size: 22,780 SF  
 Construction Cost: \$11.7 million  
 Delivery Method/Role: CM at Risk/Prime  
 Names of Key Individuals: Mike Kaufman, Bryan Ardner  
 Owner Reference: Ron Stoneburner, CFC  
 Collier County Tax Collector  
 239.252.8171  
 rstoneburner@colliertax.com  
 Architect Reference: Ken J. Anderson  
 703.720.0303  
 ken.j.anderson@stantec.com



PBCSD Renovation Projects

Location: Palm Beach County  
Owner: Palm Beach County School District, David Dolan, 561.882.1923  
Construction Cost: \$53.4 million

Canyon District Park - Phase I

Location: Boynton Beach  
Owner: Palm Beach County, John Chesher, 561.233.0266  
Construction Cost: \$10.7 million

Pompano Garage

Location: Pompano Beach  
Owner: City of Pompano Beach, Adriane Esteban, 954.786.7841  
Construction Cost: \$20.6 million

TBE Schaefer Campus Renewal

Location: Boca Raton  
Owner: Temple Beth El, Steve Kaufman, 561.750.9233  
Construction Cost: \$ 11.4 million

JM Family Complex

Location: Deerfield Beach  
Owner: JM Family, Mike Tiufekchiev, 954.429.2040  
Construction Cost: \$150 million

Congress Avenue Development

Location: Delray Beach  
Owner: FFS Partners, Mike Kaufman, 561.239.6119  
Construction Cost: \$14 million

Springs at Cape Coral

Location: Cape Coral  
Owner: Continental Properties, Brian Nick 262.623.9262  
Construction Cost: \$35.6 million

Wellington Bay

Location: Wellington  
Owner: ZOM Living, Carlos Rivera, 954.618.4423  
Construction Cost: \$20 million

Plantation Walk

Location: Plantation  
Owner: Encore, James Hancock, 561.961.1269  
Construction Cost: \$79.5 million

Quadro

Location: Miami  
Owner: Juan Carlos Freyre, 786.230.1040  
Construction Cost: \$48.4 million

Miami River Walk

Location: Miami  
Owner: Mast Capital, Carlos Larrieu, 305.345.7241  
Construction Cost: \$57.9 million

H3 Hollywood East

Location: Hollywood  
Owner: Hollywood East LLC, Daniel Thompson, 305.525.4531  
Construction Cost: \$6.6 million

Pacifica

Location: Boynton Beach  
Owner: Alta Developers, Juan Carlos Freyre, 786.230.1040  
Construction Cost: \$39 million

Coral Reef Commons

Location: Miami  
Owner: Ram, Jim Sopher 561.257.2596  
Construction Cost: \$46.4 million

321 at Water’s Edge

Location: Ft. Lauderdale  
Owner: Sobel Company, Tirso San Jose 561.994.3434  
Construction Cost: \$25 million

Art Square Hallandale

Location: Hallandale  
Owner: Integra, Darin Montgomery, 561.281.2236  
Construction Cost: \$53 million

Golden Glades Multimodal Transportation Hub

Location: Miami  
Owner: Florida Department of Transportation, Sergio Gonzalez, P.E., 786.229.7222  
Construction Cost: \$56.3 million

Miline at Ludlam Trail

Location: Miami  
Owner: ZOM Living, Mike Yasuna, 954.779.7950  
Construction Cost: \$58.2 million

TAB 6: CLAIMS AND LITIGATION HISTORY

Kaufman Lynn Construction, Inc. focuses on resolving disputes during pre-suit stages. Because of Kaufman Lynn Construction, Inc.’s commitment, its litigation history is minimal. As one of the largest construction companies headquartered in Florida, at any given time the company is faced with minor litigation or threats of litigation incidental to the construction industry. No such claims, hearings, or other legal proceedings are considered material by Kaufman Lynn Construction, Inc., including its Chief Legal Officer and Chief Financial Officer. There has not been and there are no pending claims that might result in a loss of damages that would

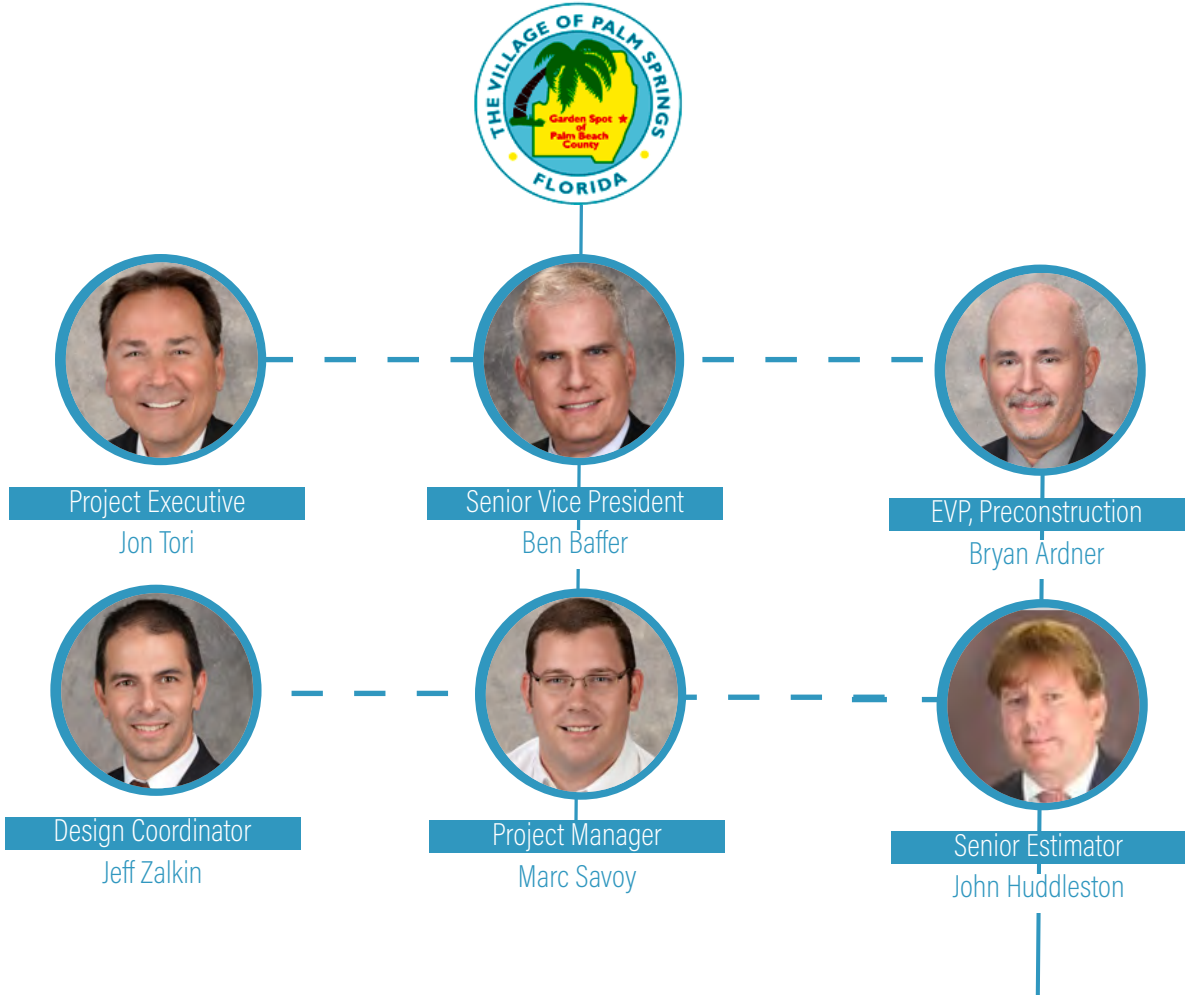
materially impact Kaufman Lynn Construction, Inc. or its principals, officers, directors, or shareholders. Kaufman Lynn Construction, Inc. has never had an action or any litigation on a public project with any municipality or governmental entity. Kaufman Lynn Construction Inc. has never had a criminal proceeding brought against it. Below is a list of arbitrations and lawsuits involving subcontractors or suppliers that were filed on public projects within the last (10) years involving similar projects or projects for government entities. Kaufman Lynn Construction, Inc. has not listed any actions that were resolved before Kaufman Lynn Inc. was required to actively engage in litigation, served with any pleadings, respond to any complaint, and otherwise retain outside counsel because, among other reasons, such claimants filed such actions for the sole purpose of preserving certain rights under Florida Law.

| TYPE OF CLAIM | INCIDENT DATE/ DATE FILED | ADVERSE PARTY PROJECT                                                             | CASE NUMBER COUNTY, STATE CASE STYLE              | DESCRIPTION OF CLAIM                                                                                                                                                                                             | STATUS                                    |
|---------------|---------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| FINAL PAYMENT | JUL. 2015                 | FIRESTOP SYSTEMS, INC. FT LAUDERDALE HIGH SCHOOL                                  | AAA ARBITRATION BROWARD COUNTY, FLORIDA           | DISPUTE OVER FINAL PAYMENT AND HOLD-BACK RESULTING IN A CLAIM OF APPROXIMATELY \$75,000.                                                                                                                         | AWARD DISMISSED ALL CROSS CLAIMS MAY 2016 |
| PAYMENT       | JUN. 2014                 | KWOIN CONSTRUCTION CLAUDE PEPPER COMMUNITY CENTER                                 | CACE14012216 ARBITRATINON BROWARD COUNTY, FLORIDA | SUBCONTRACTOR SEEKING FUNDS BEYOND FINAL PAYMENT INCLUDING SEEKING REIMBURSEMENT FOR SUPPLEMENTATION. NO SPECIFIC AMOUNTS WERE IDENTIFIED AT ISSUE IN THIS MATTER, BUT GENERALLY THE CLAIM EXCEEDED \$15,000.00. | ARBITRATION AWARD/KL PREVAILED JUN. 2015  |
| FINAL PAYMENT | MAY. 2013                 | VOLVO CONSTRUCTION EQUIPMENT COCONUT CREEK CALL CENTER FT. LAUDERDALE HIGH SCHOOL | CACE13022437 BROWARD COUNTY, FLORIDA              | SUBCONTRACTOR SEEKING FUNDS BEYOND FINAL PAYMENT INCLUDING SEEKING REIMBURSEMENT FOR SUPPLEMENTATION. NO SPECIFIC AMOUNTS WERE IDENTIFIED AT ISSUE IN THIS MATTER, BUT GENERALLY THE CLAIM EXCEEDED \$15,000.00. | ABRITRATION AWARD/ KL PREVAILED JUN. 2015 |

Should you have any questions or need any additional information or clarifications, please do not hesitate to contact Joshua M. Atlas, Chief Legal Officer by phone at (561) 361-6700 or by email at [jatlas@kaufmanlynn.com](mailto:jatlas@kaufmanlynn.com).



PRECONSTRUCTION SERVICES STAFF - ORGANIZATION CHART







**BRYAN ARDNER**  
VP PRECONSTRUCTION

“Effective budgeting is understanding the details and ensuring every detail is accounted.”

RELEVANT EXPERIENCE

Bryan has over 40 years of experience in government, retail, commercial, healthcare, and higher education construction from renovation to new construction throughout the states of Florida, North Carolina and Ohio.

As Preconstruction Lead he will manage the estimating department and will coordinate closely with the business development and operations team to assure continuity and accuracy.

EDUCATION

St. Petersburg College

REGISTRATIONS/CERTIFICATIONS

30 Hours OSHA

YEARS OF EXPERIENCE/WITH KL

44/5

CURRENT JOB ASSIGNMENT

Preconstruction Department Efforts

OFFICE LOCATION

3185 South Congress Avenue  
Delray Beach, FL 33445



JUPITER POLICE HEADQUARTERS  
JUPITER, FL

39,000 S.F. | \$17 MILLION

*New construction of a 39,000 SF Police Department designed to withstand 192 mph winds and house the town's IT data center and serve as the emergency operations center. The project also includes a veterans' memorial and site improvements, as well as the demolition of an existing Police Department building, and other structures after completion of the new facility. Assignment: VP Preconstruction*

**Heritage Bay Government Services Center**, Naples, FL — New Construction of a 22,780 SF single story admin building encompassing a Tax Collector's office and other constitutional offices as well as a public meeting place. It will be constructed with tilt-up walls and have a mono-sloped high roof with other flat roof areas. This building houses satellite offices for the property appraiser, supervisor of elections and select services of the clerk of courts. \$11.7 million Assignment: VP Preconstruction

**Riviera Beach Fire Station 88**, Riviera Beach, FL — Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center. \$16.6 million Assignment: VP Preconstruction



**JOHN HUDDLESTON**  
SENIOR ESTIMATOR

“Providing options is how we will make sure every facility meets the needs of the Village of Palm Springs.”

RELEVANT EXPERIENCE

John's 45 years of experience in government and public safety construction from renovation to new construction throughout South Florida pinpoint him as an ideal preconstruction team member for The Village of Palm Springs Police Department Expansion.

For this project, John's responsibilities include bid strategy planning, value engineering capabilities, subcontractor networking / relationships, spreadsheet design and implementation, owner/architect correspondence and estimating department employee training and budget controls.

EDUCATION

B.A.,  
Rollins College

YEARS OF EXPERIENCE/WITH KL

45/1

CURRENT JOB ASSIGNMENT

PBSO Headquarters Annex  
Riviera Beach Fire Station 87 EOC and Admin Building

Miami Beach Fire Station 1

OFFICE LOCATION

3185 South Congress Avenue  
Delray Beach, FL 33445



RIVIERA BEACH FIRE STATION 88  
RIVIERA BEACH, FL

28,000 S.F. | \$16.6 MILLION

*Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center.. Assignment: Senior Estimator*

**PBSO Headquarters Annex**, West Palm Beach, FL — New construction of a 25,000 SF building to house the new PBSO District 1 substation, new Marine Unit facility with vehicle repair shop, a specialty vehicle storage shelter, and all associated site improvements. \$9.4 million. Assignment: Senior Estimator

**City of Miami College of Policing**, Miami, FL — New construction of a fully certified training academy and training center that provides innovative professional training programs. \$24 million. Assignment: Senior Estimator

**Miami Beach Fire Station 1**, Miami Beach, FL — New construction of a 20,000 SF fire station with 911 Emergency Call Dispatch Center, equipment bays, living spaces, offices, a kitchen, a gym, and support facilities. LEED Gold certification. \$6.5 million. Assignment: Senior Estimator





## JEFF ZALKIN

### DESIGN COORDINATOR

“Communication and information sharing is vital for collaboration and teamwork - a KL commitment.”

#### RELEVANT EXPERIENCE



#### CAPE CORAL POLICE TRAINING CAPE CORAL, FL

4,000 S.F. | \$6 MILLION

*New construction of a safe and efficient police training facility for the City of Cape Coral Police Department with a fully functional 50-yard gun range a 300 SF shoot house, and a 1,600 SF open air pavilion. The facility also includes office space, restrooms, Weapon cleaning room, ammunition room, and storage. Hurricane rated to 160 mph wind rating. Assignment: Design Coordination*

**Jupiter Police Headquarters**, Jupiter, FL — New 39,000 SF Police Department designed to withstand 192 mph winds and house the town’s IT data center and serve as the EOC. Includes a veterans’ memorial and site improvements, with demolition of an existing Police Department building. \$17 million. Assignment: Design Coordinator

**Pompano Beach Public Safety Complex**, Pompano Beach, FL — Construction of two separate 2-story buildings to house an EOC and Fire Administration offices. Interior renovations of existing Public Safety Complex include demolition of existing walls/partitions, utilities, reconfiguration of interior walls and lobby areas. \$6.6 million. Assignment: Design Coordinator

**Miramar Police Headquarters**, Miramar, FL — New 65,000 SF police HQ. This 3-story building houses the city’s EOC, has full backup power, and is Cat 5 hurricane rated. Featured mixed-use space, including retail and restaurants. \$23 million. Assignment: Design Coordinator

Jeff Zalkin has been involved in public sector projects for the past 19 years primarily focused on government facilities. He understands the nuances of government and public safety facilities, more specifically each component of your project, and will be a point person working with the architect during preconstruction to ensure the final product meets all The Village of Palm Spring’s project goals.

#### EDUCATION

M.B.A.,  
Florida International University

B.S.,  
University of Florida

#### REGISTRATIONS/CERTIFICATIONS

LEED AP

DBIA

#### YEARS OF EXPERIENCE/WITH KL

24/5

#### CURRENT JOB ASSIGNMENT

Design Coordination of Public Sector Projects

#### OFFICE LOCATION

3185 South Congress Avenue  
Delray Beach, FL 33445



## BEN BAFFER

### SENIOR VICE PRESIDENT

“I will make sure that all resources are available for the project and all expectations are exceeded.”

#### RELEVANT EXPERIENCE



#### HOLLYWOOD 56TH PUBLIC SAFETY TRAINING & MAINTENANCE FACILITY HOLLYWOOD, FL

26,515 S.F. | \$6.6 MILLION

*New construction of a 26,515 SF public safety maintenance and training facility for the City of Hollywood Fire Department. Included over 10 acres of site improvements, and the construction of a new turn, constructed under MOT conditions and built to FDOT specifications with thermoplastic striping, signage, landscaping, city sidewalks, and concrete curbing, lane on a heavily-traveled city street. Assignment: Project Manager*

**FBI Academy Firearms Training Facility**, Quantico, VA — New phased construction of six buildings including three 25 meter firing ranges, one 50 meter range, one combat range and one stress obstacle range. Extensive improvements of a 30 acre site and lead soil remediation.. \$37 million. Assignment: Project Manager

**Hollywood Fire Rescue Station #31**, Hollywood, FL — Demolition of existing Fire Station #31 and construction of a new 9,700 SF Fire Station and parking facilities. Project includes new kitchen and dormitories housing 3 shifts of Fire Rescue personnel. 3-bay equipment bay, Emergency generator, high -speed, high impact folding equipment bay doors. Special plymovent vehicle exhaust system. \$4.0 million. Assignment: Project Manager

Ben Baffer has spent his 34 year career building a broad range of construction projects across multiple markets and sectors. His responsibilities include the operation in all fields of administration, policies and procedures, and the overall day to day construction duties like team leadership, project organization, managing cost control and financial reporting as well as preparing project and cash flow schedules, & assisting the estimating department in preconstruction efforts.

#### EDUCATION

M.S., Building Construction  
University of Florida

B.S., Building Construction  
Virginia Tech

#### REGISTRATIONS/CERTIFICATIONS

LEED AP

Florida CGC 1506925

#### YEARS OF EXPERIENCE/WITH KL

34/12

#### CURRENT JOB ASSIGNMENT

Highland Beach Fire Station #6

Riviera Beach Fire Station 87 EOC & Admin Building

#### OFFICE LOCATION

3185 South Congress Avenue  
Delray Beach, FL 33445





MARC SAVOY  
PROJECT MANAGER

“ Working with police officers and understanding all the nuances of each department is a passion. ”

RELEVANT EXPERIENCE



**SOUTHWEST CENTER MIRAMAR**  
MIRAMAR, FL **80,000 S.F. | \$23 MILLION**

*Construction of a new 4-story, 80,000 SF building including classrooms, science labs, student academic support and administration space. Provides approximately 580 parking spaces. The project was built on a 20 acre site that includes approximately 9.5 acres of buildable, non-wetland conservation easement area.*

*Assignment: Project Engineer*

**Golden Glades Intermodal**, Miami, FL — New Construction of a state-of-the-art park-and-ride and transit terminal facility. The facility supports various public transit and complimentary transportation services. The project includes 10,450 SF of retail, direct access to Tri-Rail from the new parking garage, 2,375 parking spaces, 53 truck spaces and a 4,500 SF transit hub. Other elements include a driver’s break lounge, bicycle parking and lockers. \$56.3 million. Assignment: Project Manager

**Maltz Jupiter Theatre** Jupiter, FL — This project includes an upgraded Broadway-scale stage, an expanded orchestra pit, a state-of-the-art production center, a second 199-seat theatre, a new dining experience, and an enlarged version of the Goldner Conservatory of Performing Arts. \$29.3 million. Assignment: Project Manager

Marc has 18 years of construction management experience in the public safety and governmental sectors. Marc’s duties include developing and maintaining the project schedule, coordinating with the Owner’s representatives and architect, managing cost control and financial reporting, supervising field staff, design participation, bidding, contract negotiation, facilities inspection and coordination of preventative maintenance.

EDUCATION

B.S. Construction Management,  
University of North Florida

A.A. Building Construction,  
Santa Fe Community College

REGISTRATIONS/CERTIFICATIONS

30 Hours OSHA

YEARS OF EXPERIENCE/WITH KL

18/9

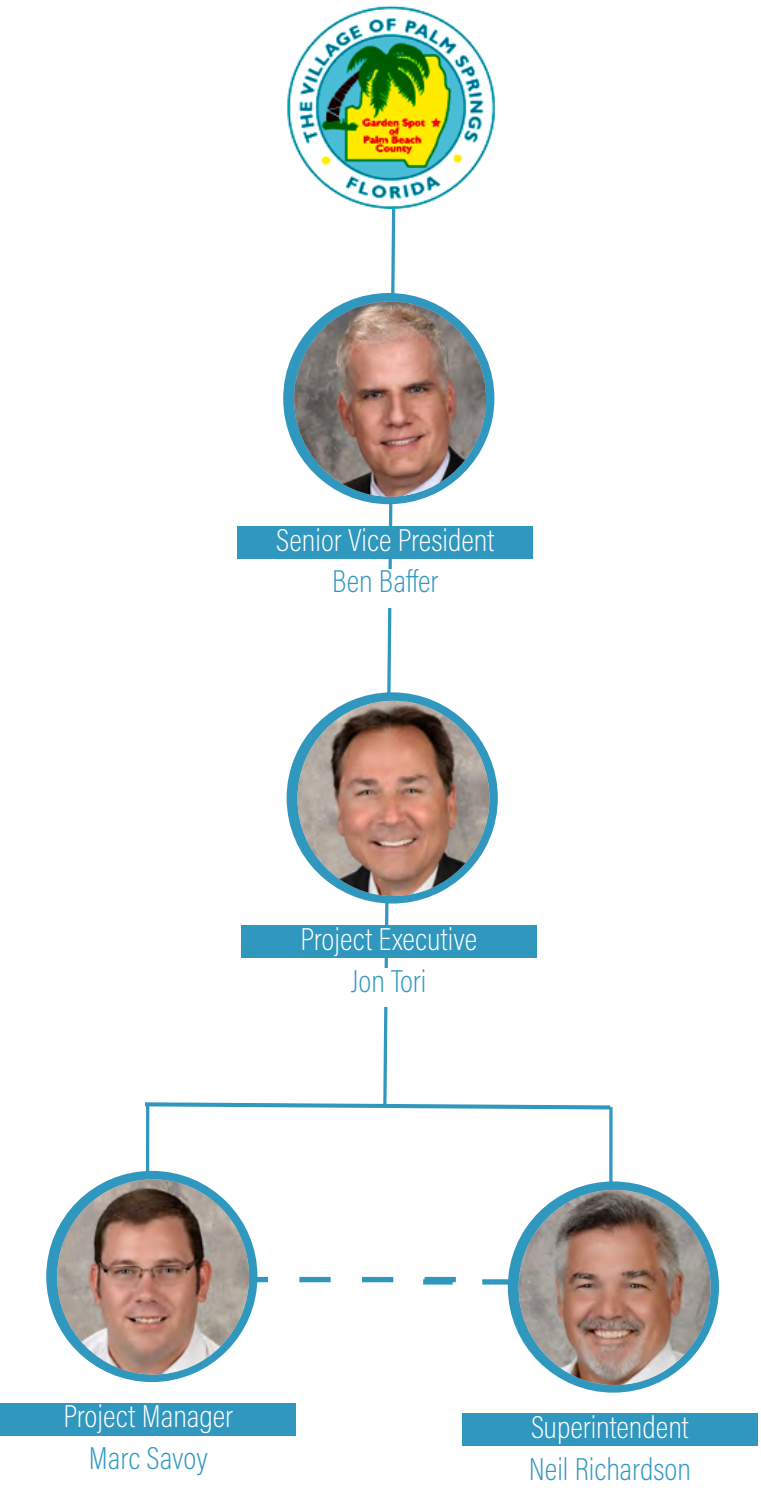
CURRENT JOB ASSIGNMENT

Golden Glades Intermodal

OFFICE LOCATION

3185 South Congress Avenue  
Delray Beach, FL 33445

CONSTRUCTION SERVICES STAFF - ORGANIZATION CHART





**BEN BAFFER**  
SENIOR VICE PRESIDENT

“ I will make sure that all resources are available for the project and all expectations are exceeded. ”

RELEVANT EXPERIENCE



**HOLLYWOOD 56TH PUBLIC SAFETY TRAINING & MAINTENANCE FACILITY**  
HOLLYWOOD, FL 26,515 S.F. | \$6.6 MILLION

*New construction of a 26,515 SF public safety maintenance and training facility for the City of Hollywood Fire Department. Included over 10 acres of site improvements, and the construction of a new turn, constructed under MOT conditions and built to FDOT specifications with thermoplastic striping, signage, landscaping, city sidewalks, and concrete curbing, lane on a heavily-traveled city street. Assignment: Project Manager*

**FBI Academy Firearms Training Facility**, Quantico, VA — New phased construction of six buildings including three 25 meter firing ranges, one 50 meter range, one combat range and one stress obstacle range. Extensive improvements of a 30 acre site and lead soil remediation.. \$37 million. Assignment: Project Manager

**Hollywood Fire Rescue Station #31** , Hollywood, FL — Demolition of existing Fire Station #31 and construction of a new 9,700 SF Fire Station and parking facilities. Project includes new kitchen and dormitories housing 3 shifts of Fire Rescue personnel. 3-bay equipment bay, Emergency generator, high -speed, high impact folding equipment bay doors. Special plymovent vehicle exhaust system. \$4.0 million. Assignment: Project Manager

Ben Baffer has spent his 34 year career building a broad range of construction projects across multiple markets and sectors. His responsibilities include the operation in all fields of administration, policies and procedures, and the overall day to day construction duties like team leadership, project organization, managing cost control and financial reporting as well as preparing project and cash flow schedules, & assisting the estimating department in preconstruction efforts.

EDUCATION

M.S., Building Construction  
University of Florida

B.S., Building Construction  
Virginia Tech

REGISTRATIONS/CERTIFICATIONS

LEED AP  
Florida CGC 1506925

YEARS OF EXPERIENCE/WITH KL

34/12

CURRENT JOB ASSIGNMENT

Highland Beach Fire Station 6

OFFICE LOCATION

3185 South Congress Avenue  
Delray Beach, FL 33445



**JON TORI**  
PROJECT EXECUTIVE

“ I will go above and beyond to make sure that every aspect of your project is up to your standards. ”

RELEVANT EXPERIENCE



**JUPITER POLICE HEADQUARTERS**  
JUPITER, FL 39,000 S.F. | \$17 MILLION

*New construction of a 39,000 SF Police Department designed to withstand 192 mph winds and house the town's IT data center and serve as the emergency operations center. The project also includes a veterans' memorial and site improvements, as well as the demolition of an existing Police Department building, and other structures after completion of the new facility. Assignment: Project Executive*

**Coral Springs Municipal Complex**, Coral Springs, FL — New construction of a 5-story, 68,000 SF municipal facility and freestanding, 4-level parking garage. The complex includes an Emergency Operations Center, City Commission chambers, general offices, meeting rooms, and a one stop shop for citizen services. \$34.0 million. Assignment: Project Executive

**Wellington City Hall** , Wellington, FL — New construction of a 55,000 SF government facility which features a governmental center, a state of the art Amphitheater, and barrier-free playground called Scott's Place for all to enjoy. LEED Gold. Assignment: Project Executive

**Broward County New Family & Civil Courthouse** , Ft. Lauderdale, FL — This 675,000 SF project included a new courthouse building to accommodate the needs of the civil and family courts. LEED Silver. \$210 million. Assignment: Project Executive

Jon's construction career spans over 30 years and all roles. His duties include guidance and oversight of the entire life cycle of assigned projects. He is accountable for estimating, planning, budgets, client/subcontractor/staff relations, cost management, purchasing, schedules, quality control, project documentation, logistics and execution of multiple projects. In addition to oversight, additional primary goals are to ensure quality, accountability and efficiency. Jon has the proven ability to lead a large team in a collaborative construction management approach.

EDUCATION

B.S. Building Management,  
University of Florida

A.A. Building Construction,  
Santa Fe Community College

REGISTRATIONS/CERTIFICATIONS

Florida CGC #027754

YEARS OF EXPERIENCE/WITH KL

36/6

CURRENT JOB ASSIGNMENT

Wellington Town Center Phase II  
Jupiter Town Hall

OFFICE LOCATION

3185 South Congress Avenue  
Delray Beach, FL 33445





MARC SAVOY  
PROJECT MANAGER

“ Working with police officers and understanding all the nuances of each department is a passion. ”

Marc has 18 years of construction management experience in the public safety and governmental sectors. Marc’s duties include developing and maintaining the project schedule, coordinating with the Owner’s representatives and architect, managing cost control and financial reporting, supervising field staff, design participation, bidding, contract negotiation, facilities inspection and coordination of preventative maintenance.

EDUCATION

B.S. Construction Management,  
University of North Florida

A.A. Building Construction,  
Santa Fe Community College

REGISTRATIONS/CERTIFICATIONS

30 Hours OSHA

YEARS OF EXPERIENCE/WITH KL

18/9

CURRENT JOB ASSIGNMENT

Golden Glades Intermodal

OFFICE LOCATION

3185 South Congress Avenue  
Delray Beach, FL 33445

RELEVANT EXPERIENCE



CORAL SPRINGS MUNICIPAL & EOC  
CORAL SPRINGS, FL 68,000 S.F. | \$34 MILLION

New construction of a 5-story, 68,000 SF municipal facility and freestanding, 4-level parking garage. The complex includes an Emergency Operations Center, City Commission chambers, general offices, meeting rooms, and a one stop shop for citizen services. Assignment: Project Manager

**Southwest Center Miramar**, Miramar, FL — Construction of a new 4-story, 80,000 SF building including classrooms, science labs, student academic support and administration space. Provides approximately 580 parking spaces. The project was built on a 20 acre site that includes approximately 9.5 acres of buildable, non-wetland conservation easement area. \$23 million. Assignment: Project Engineer

**Golden Glades Intermodal** , Miami, FL — New Construction of a state-of-the-art park-and-ride and transit terminal facility. The facility supports various public transit and complimentary transportation services. The project includes 10,450 SF of retail, direct access to Tri-Rail from the new parking garage, 2,375 parking spaces, 53 truck spaces and a 4,500 SF transit hub. Other elements include a driver’s break lounge, bicycle parking and lockers. \$56.3 million. Assignment: Project Manager



NEIL RICHARDSON  
SUPERINTENDENT

“ I will make sure your Police Department is built to last. ”

Neil has over 35 years of experience and a diverse project repertoire including advanced security government facilities, multifamily, commercial projects and more. He will have overall responsibility for project progress, quality control oversight for all subcontractors, coordination of weekly safety meetings and monthly safety inspections, on-site coordination of subcontractor performance, communication and teamwork, preparation of Requests for Information (RFIs), tracking review of submittals, preparation of two-week look ahead schedule, job logs and daily reports.

EDUCATION

High School Diploma

REGISTRATIONS/CERTIFICATIONS

OSHA 30 Hour  
OSHA 10 Hour

YEARS OF EXPERIENCE/WITH KL

37/7

CURRENT JOB ASSIGNMENT

Lighthouse Point Fire Station/EOC

OFFICE LOCATION

3185 South Congress Avenue  
Delray Beach, FL 33445

RELEVANT EXPERIENCE



JUPITER POLICE HEADQUARTERS  
JUPITER, FL 39,000 S.F. | \$17 MILLION

New construction of a 39,000 SF Police Department designed to withstand 192 mph winds and house the town’s IT data center and serve as the emergency operations center. The project also includes a veterans’ memorial and site improvements, as well as the demolition of an existing Police Department building, and other structures after completion of the new facility. Project Assignment: Superintendent

**Lighthouse Point Fire Station/EOC**, Lighthouse Point, FL — New construction of a 16,100 s.f. fire station/EOC center. The Category 5+ hurricane rated facility will house 24 firefighter/paramedics, two chief officers and will include 3 drive through emergency vehicle parking stalls, vehicle exhaust systems, individual sleeping quarters, bunker storage, medical storage training room, decontamination area, kitchen and day room, office, generator and an EOC on the second floor. \$7.6 million. Assignment: Superintendent

**FBI Headquarters Renovation**, District of Columbia, WA — Renovation of an 8-story, 2.3 million sf headquarters office building for the Federal Bureau of Investigation. J. Edgar Hoover Building. \$70 million. Assignment: Superintendent

**Lighthouse Point Community Center**, Lighthouse Point, FL — A new 8,200 s.f. community center with two large multipurpose rooms and a youth game room. The center also provides storage space for Public Works and Recreation and will be used as living quarters by Public Works crews during and after hurricane events. \$2.5 million. Assignment: Superintendent





## TAB 9: PROJECT MANAGEMENT SERVICES

Kaufman Lynn Construction’s (KL) experience building similar public safety facilities means that we understand the specific issues that are involved with this Police Department Expansion project. The following are just some of the key issues unique to this site and your project followed by a description of the various project management controls we have in place.

### UNDERSTANDING YOUR NEEDS

**NEED:** The Palm Springs Police Department is out of space and must expand to meet current and future needs. KL will work with the Village and Song & Associates in order to create the space needed for your officers and staff to be effective for many decades to come.

CURRENT CONDITIONS

*As a local Palm Beach company, Kaufman Lynn has followed your progress and understands the history and needs of your facility.*

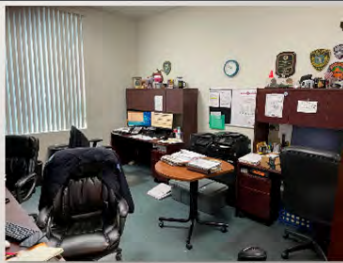
**PALM SPRINGS  
POLICE  
DEPARTMENT**

PROPOSED BUILDING  
ADDITION/EXPANSION





Sergeant & Lieutenant Office



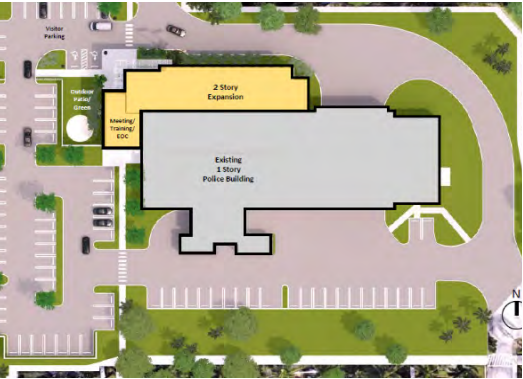
Detectives' Office



Property/Evidence



Briefing/Training



We studied the 3 options the Council decided between and the final plan that was released by addendum and we already recognize where our team can make a difference in preconstruction. In order to meet the growth projections, we understand the following major project components:

- Renovations and remodeling of the current one-story building to include hurricane hardening (doors & windows)
- 2-story addition to the north
- Generator evaluation for expansion or replacement (short vs long term analysis to be performed)



**WE RECOGNIZE A KEY ASPECT IN THIS PROJECT IS TO EVALUATE SCOPE AND PHASING SO THE DEPARTMENT CAN REMAIN FUNCTIONAL THROUGHOUT CONSTRUCTION!** KL has done this numerous times and will be a **PARTNER** to Palm Springs to ensure your goals are met in the immediate future and long term.

**OPTIONS ANALYSIS**

There were 3 main options that were evaluated as part of the early work performed by Song & Associates and the RFQ reflects the third option.

*KL will focus immediately in preconstruction to help the Village confirm the scope and budget and verify that the current choice meets your schedule and budget.*

As shown in the graphic below, the original cost escalation factors included escalation at a typical 3.5% rate.

**OPTION COMPARISON**

| Advantages + Opportunities                                                                               |  |                                              |                                              |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------|
|                                                                                                          | Option #1<br>Minor Addition (5,000 sf)                                              | Option #2<br>One-story Expansion (10,000 sf) | Option #3<br>Two-story Expansion (14,000 sf) |
| Maintains existing parking.                                                                              | ✓                                                                                   | ✓                                            | ✓                                            |
| Provides enhanced civic presence and welcoming entry from north.                                         | ✓                                                                                   | ✓                                            | ✓                                            |
| Improved, efficient environment for staff morale and officer retention.                                  |                                                                                     | ✓                                            | ✓                                            |
| Opportunity for Multi-purpose Community Meeting + Training Space.                                        |                                                                                     | ✓                                            | ✓                                            |
| Opportunity for Hardened EOC Space.                                                                      |                                                                                     | ✓                                            | ✓                                            |
| Provides adequate growth space through 20- year projection (2040).                                       |                                                                                     |                                              | ✓                                            |
| <b>Conceptual Project Budget</b>                                                                         | <b>\$3,000,000</b>                                                                  | <b>\$6,900,000</b>                           | <b>\$8,500,000</b>                           |
| <small>Escalation projection is based on industry standard of 3.5% per year and budget for year.</small> |                                                                                     |                                              |                                              |
|                                                                                                          |                                                                                     | w/5-year Escalation \$8.2 M                  | w/5-year Escalation \$10 M                   |
|                                                                                                          |                                                                                     | w/10-year Escalation \$9.7 M                 | w/10-year Escalation \$12 M                  |

We know that the last couple of years have not been typical and inflation has been over 20% since mid 2020. KL has created specific processes and procedures (see page 52 for more details) to help mitigate the impact that the current economy is having on the construction industry. We will reduce the cost and schedule risk associated with the project by ensuring all major materials and equipment are locked in at GMP and purchased at that time as well. This mitigates long lead times and eliminates the risk price escalation post GMP.



**UNDERSTANDING SITE CONDITIONS**

We have been to the site and understand that this expansion is in the heart of the Village Campus. We will fully coordinate with you and all surrounding entities to establish a plan that does not disrupt the area.



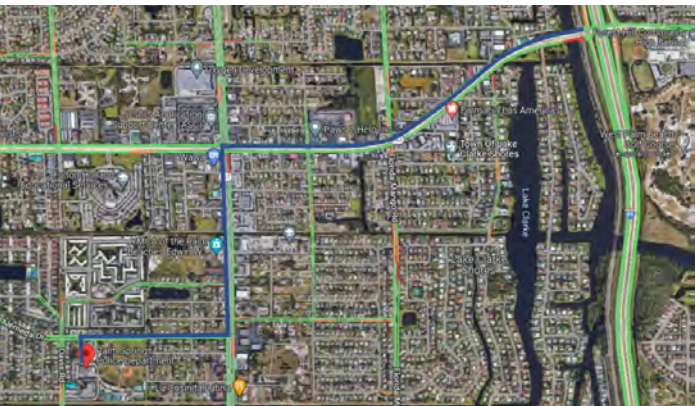
**Construction Traffic:** The best way to avoid most activities is to provide a straightforward path for construction to get to the site that avoids most of the surrounding residents and the heart of your complex.

**Construction Trailer and Parking:** The site of the new addition and your ongoing operations has limited parking and surrounding space for construction staging/ laydown.

Given the tight site, we want **NO TRAILER** and would work with the Village to see if it is possible to use one office within the complex so we do not have to take up any space on-site.

A challenge for the construction is where the construction workers will park. For the many tradespeople outside KL that will be involved, there is not adequate parking on-site for the construction and all the activities in the complex.

KL proposes to contact and rent parking from the nearby Faith Presbyterian Church. We would use parking during the hours that are least used for the Church so it is a win-win for all parties and close enough to the police facility to be an effective spot.





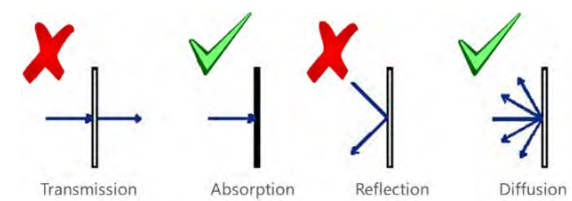
POLICE DEPARTMENT NUANCES

We have built many public safety facilities and understand the elements needed to have a police facility function effectively for years to come.

**Administration Offices:** The pictures on the right show open space and private office solutions from the recently completed Jupiter Police HQ. KL will build this space strategically and coordinate key aspects in preconstruction such as power/data locations. This also includes other items like the temperature sensors needed to keep the spaces optimal for occupancy and longevity.

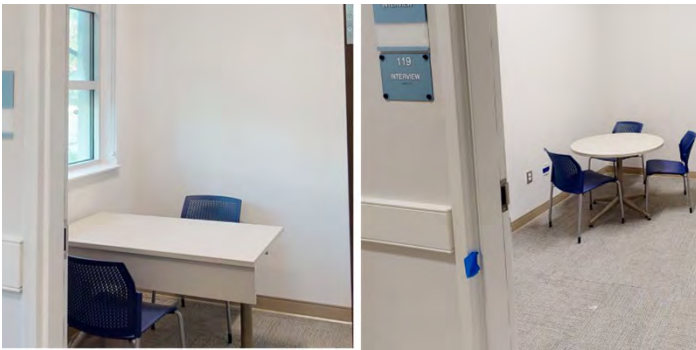


**Briefing/Training Room:** This space must be open and flexible for configuration. Acoustic control is an important aspect of the construction and we will focus on that in preconstruction.

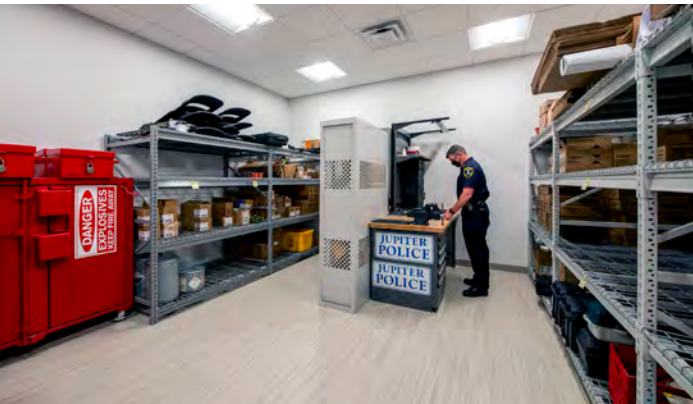


**Community Room:** Much like the briefing/training room the community room must be flexible and open with a focus on acoustical control. This space must feature dual entrances including direct access to the outside for community meetings. The kitchen must have durable and easily cleaned materials (no carpet) for effectiveness and durability.

**Interview Rooms:** The interview rooms are another key space within a police facility that are focused on acoustical performance. One best practice for this space is full height drywall to keep the space more isolated for noise control.



**Evidence Room/Evidence Packing:** This space is one to define early in preconstruction so the details can be built in. Such details include recessing the floor where the sliding storage shelves are located as well as providing for refrigeration and electrical solutions for both built-in and external units.



SONG + ASSOCIATES NUANCES

Having partnered with your architect on numerous projects including the latest police facility built in Palm Beach County; KL understands how to work effectively with them. Song + Associates has certain signature architectural traits that they utilize, and we will make sure those are accounted for and fully coordinated with between them, us and our subcontractors. One of those traits is how they make the conference room inviting and effective with the use of various ceiling and lighting solutions as shown to the right with two different conference rooms from the recently built Jupiter Police Headquarters.





DEMONSTRATING HOW KL WILL MAKE A DIFFERENCE

What sets Kaufman Lynn Construction apart is that we will work with Song & Associates to help refine the design so it is functional, aesthetic, and cost effective.

We understand the rendering is preliminary and the Village is looking for CM input. There are decisions that will determine what the Police HQ will look like and how it will hold up over time.

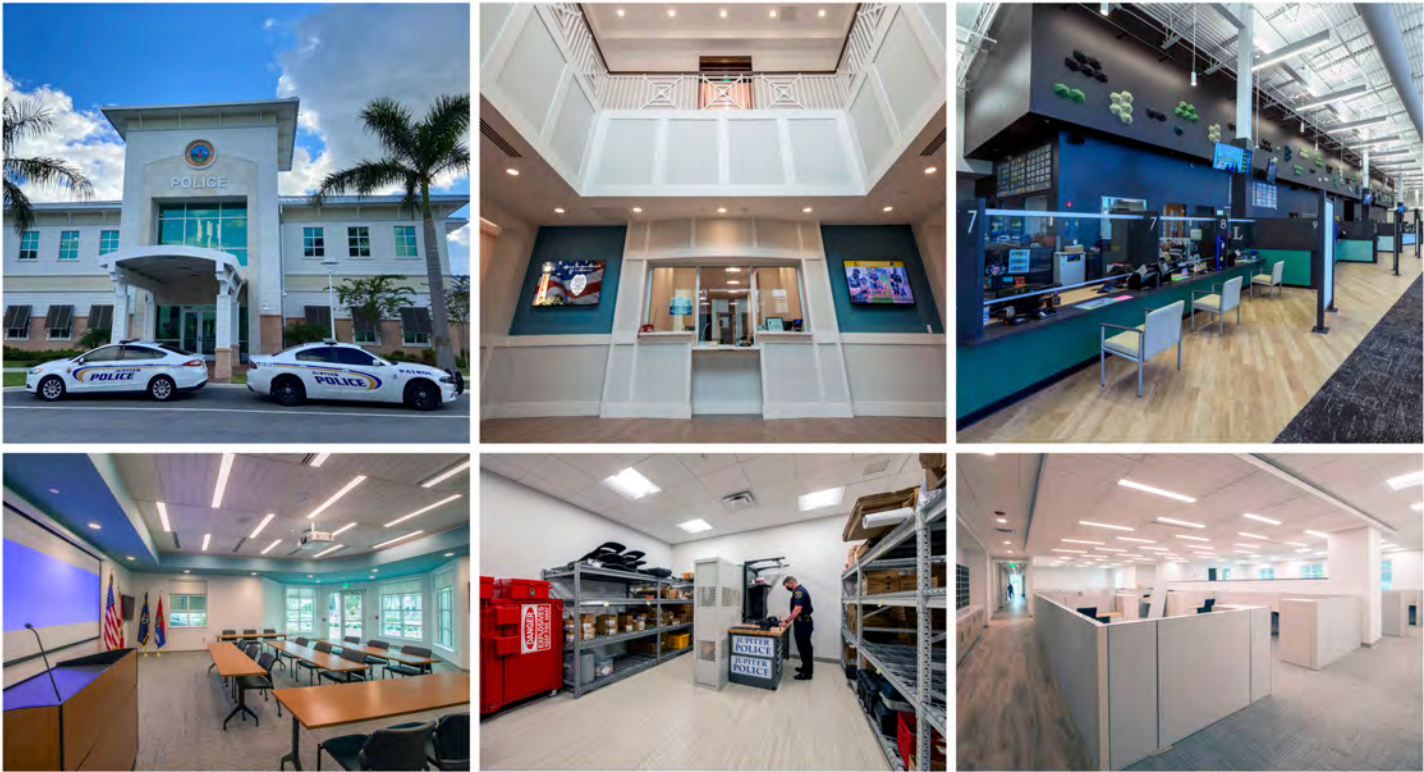
Based on the initial look we would like to point out just a few examples on how KL will make a difference regarding the glass systems and longevity. Water is what leads to shorter building lifespans which is why KL focuses on delivering the Village a watertight building that stays that way.

- One of the first details will be to determine the entry wall system that is both functional, pleasing to look at, and provides longevity. There are

3 main categories of systems that vary in cost and KL recommends using a storefront glass system to provide the look you are going for at a cost that allows your budget to be focused on functionality.

- A detail that KL prefers is to put a concrete curb below the window wall so that water never has a chance to penetrate the building. Typical construction has a caulk joint at that location which deteriorates over time creating a failure point for water integrity.
- In terms of the windows, we recommend using a closed (non-weep hole system) to reduce the chance of water intrusion.

Regarding the wall construction it is expected that given the size of the addition and the proximity of your ongoing operations it will be CMU construction. We will work with Song & Associates to present the Village with finish and look options.



AN ADVANCED PROJECT MANAGEMENT PROCESS

We are a company that not only oversees construction of buildings from start to finish, offering onsite, adaptable problem solving; but we have the experience, intelligence and innovative capabilities necessary to foresee potential problems and create solutions on the move. **Our objective is to present a problem free building environment by guiding your project around unforeseen obstacles with adept proficiency.**

While established processes create the framework for our interactions, project teams have the authority to make decisions in the field to address the myriad of variables that make up a construction project.

DESIGN REVIEWS

As Construction Manager, our effort throughout the development of a project is as a design assist partner to the project team. We lend support to the design team through our “hands on” knowledge of constructability, pricing accuracy, market conditions, life cycle cost analysis, technical material and systems validation, energy efficiency vs. first cost analysis, schedule expertise, subcontractors and vendor selection, long lead and critical equipment procurement, LEED recommendations, and code experience, to name a few

In addition, we act as the conduit of communication to all team partners during the life of the design process, because clear, concise and continual discussion and documentation are components to the success of the design stage.

REVIEW FOR CODE COMPLIANCE AND QUALITY

Because the review process is critical in establishing the quality of the project, we involve our independent quality assurance/building envelope consultant in this process. Together we review the drawings and specifications from all design disciplines and all consultants. This review focuses on final code and zoning solutions, appropriate systems distribution, materials selected and the building envelope. (Please see Quality Control section below for more detail)

We also compare original design schemes and working drawings to inform the owner of changes that may exceed previously established budgets or life cycle expectations, we compare the owner’s program vs. the design documents. We review plans and specifications with respect to completeness of the documents.



**BUDGET ESTIMATING**

We base the first budget/estimate on schematic plans and early specifications after soliciting some critical subcontractor design assist input and preparing a complete quantitative analysis with graphical take-off. Since many items are still undetermined at this stage, we include allowances for items undetermined but likely to be needed. Based on overall cost at this point, we may introduce Value Management options to assure the target budget is not exceeded.

As the team progresses through the design phases, we solicit input from additional subcontractors, and begin working towards a tighter cost parameter, identifying contingencies necessary within the project cost. At this point we perform a gap analysis to assure that no “holes” or “overlaps” are evident in the estimated amount. We also conduct a complete review of Value Management options to adjust cost to within the target amount and discuss wish list items for possible inclusion in the budget.

**OPTIONS ANALYSIS: SAVING TIME & COSTS WHILE MAINTAINING HIGH FUNCTIONALITY & QUALITY**

Beyond giving accurate costs for what is shown, we provide alternative approaches or “menu’s” for different aspects of construction installations and means and methods. These options can bring significant cost and time savings to the project while maintaining the high level of function and quality envisioned.

As the project team moves through the many design charrettes, we identify alternatives for systems, materials, equipment and their associated cost and time for evaluation and decision by the project team. Before final construction document pricing, the project team completes a final review of the “Options Log”. This assures the entire team that no good idea has been lost through design, and offers a last look at the “wish list” items that now may be affordable based on best value for every dollar spent.

**EVALUATING LEED STRATEGIES TO STAY “GREEN” WHILE STAYING WITHIN THE BUDGET**

Our team of LEED Accredited Professionals has experience evaluating strategies, implementing practices, finding resources and weighing cost/benefits for each LEED point to blend budget decisions with energy efficient, environmentally-friendly construction. Kaufman Lynn is well versed in providing “green”

cost savings alternatives on projects in addition to construction methods to ensure the greatest accumulation of points for building certification.





Kaufman Lynn has built Gold, Silver, and Certified LEED facilities.

**VALUE ENGINEERING**

In the Kaufman Lynn Construction world, Value Engineering optimizes the allocation of projected funds (the budget) without reducing the quality of a project. Unlike many other construction managers, we do not simply try to find a cheaper product that “cheapens the design”, we seek to find more economical but equal or better option that remains consistent with the project team’s vision and life cycle limits.

**LIFE CYCLE COST ANALYSIS: MAKING SURE THAT “LESS EXPENSIVE NOW” DOESN’T TRANSLATE TO “HIGH LONG-TERM OPERATIONS COSTS”**

Life Cycle Cost Analysis is an integral part of the value management process, providing an assessment of costs associated with each of the various options under consideration. Life cycle costs can be applied to any component of a facility, but generally focuses on the plumbing, mechanical and electrical systems.

A complete life cycle cost analysis will not only take into account the initial costs of equipment, materials and installation, but also the cost of the future re-installations in present dollars. This is an important point of clarification; if equipment for example has to be replaced every ten years, the costs of inflation that will take place between now and the last replacement needs be considered in the true life cycle cost of the product or system.

Utilizing our in-house multidisciplinary estimating capabilities, Kaufman Lynn Construction will guide the project team in making informed decisions in the evaluation of all options brought to the table.

**REDUCING THE COST - NOT THE VISION**  
**CASE STUDY: KL HEADQUARTERS - BUILDING SCREEN**

*The most prominent feature of the building is a metal architectural screen fronting the road. It not only sculpts the light entering the building, but also adds environmental benefits by regulating temperature and improving acoustics inside the building.*

*The concept for the building screen contemplated completely random openings over the entire width of the building. Five different providers from around the country provided pricing, which significantly exceeded the budget. To make the screen financially feasible, the team decided to cut the same pattern into a multitude of smaller panels that would then be joined on site. The designer and fabricator worked closely to develop a custom pattern that looks completely organic even when the pattern repeated over the multitude of panels.*

*KL was then able to bring this option to another project we were building, the City of Hollywood Nebraska Street Parking Garage, which provided enough savings to the client to purchase a 20-year Kynar Coating versus the specified 5-year powder option, effectively reducing maintenance costs for the City without increased up-front cost.*





CONSTRUCTABILITY ANALYSIS

THINKING THROUGH THE “HOW”

Ideally, we provide a constructability analysis during the design-development stage, working with the design professionals to identify design to construction inconsistencies, dissimilar materials issues, installation sequencing voids, and options for systems and materials going into the final design. Through this operations led process, we analyze critical building components including roofing materials, mechanical systems, building envelope integrity, finishes, etc. After review, we provide the client a comprehensive listing of discoveries, with alternative solutions that incorporate the most cost effective approach for every area where there are alternatives to be considered. Further, we analyze specific project exterior conditions (i.e., location of activities, scheduled events, etc.) and include thoughtful recommendations to site logistics, traffic flow, staging and parking.

SCHEDULING

ACCURATE AND MEANINGFUL SCHEDULES ESTABLISHED EARLY TO GUIDE THE PROJECT

Once selected, the project team prepares a preliminary schedule. The schedule will include durations for permitting, material procurement, submittals and fabrication, in addition to the construction activities and commissioning periods. Each area of the project will be separated to allow clear visibility of the flow and sequence of work required for that part of the project. Our scheduling software, Primavera P6, interfaces with our project management software, Procore, which means that many reporting issues monitored by Procore are automatically updated when changes to the schedule occur.

Our subcontractors submit their evolving schedules throughout the course of preconstruction to ensure every activity is properly accounted for in our final comprehensive plan. Before construction begins, our subcontractors and suppliers are required to submit their final sequencing, durations and level of detail schedule. The final construction schedule is then incorporated into each subcontractor’s contract as a measure to ensure their adherence to the master schedule.

SCHEDULING CONTINUITY FROM PRECONSTRUCTION THROUGH CONSTRUCTION

The project manager is responsible for the schedule throughout the project. During construction, the schedule is reviewed with the Superintendent and the Project Executive weekly, daily if needed. Then, at the weekly subcontractor meeting, the Project Manager creates a two-week look-ahead schedule and distributes it to all appropriate subcontractors and suppliers.

EVEN THE SMALLEST DETAILS ARE TRACKED ON OUR SCHEDULES

We include every possible item in the schedule, down to when we put the handles on the doors, to make sure we synchronize all aspects of work and every material delivery. We give special attention to items on the “critical path” which are areas that must be done within a particular time in order to bring a project in on time or early. While other areas of work can be altered more easily, these areas of work, such as the building shell construction and interior framing and drywall, must be put in place in order to have the next step of the project take place.

To ensure an accurate scheduling process for all shop drawings and submittals, we create a comprehensive procurement schedule as a primary section to our



*Pull planning allows us to collaboratively develop a plan for each phase of the project with all those that will be included in executing the work.*

overall CPM schedule. Each submittal and scheduling activity is clearly identified with early start, late start, early finish and late finish dates and then made part of the critical path of the project. This section of our critical path schedule is monitored daily and updated weekly at a minimum. Then it is distributed to our project subcontractors and suppliers.

Prior to commencement of construction, we create a comprehensive shop drawing/submittal log with our project management software, Procore. This log is updated daily and reviewed at all weekly subcontractor and owner meetings. The status section of this log alerts all parties responsible for the next step in the submittal/shop drawing process and provides them with a deadline that is derived directly from the critical path schedule.

QUALITY CONTROL

We understand that a building is not simply a short term investment, but one which is designed to last decades. The client is paying for and entitled to a building that is built with care and meets the goals of the entire project delivery team. Our proactive approach to quality and coordination assures that we consistently meet these goals.

DEDICATION TO AWARD WINNING QUALITY

Our quality control plan begins during preconstruction by only soliciting subcontractor and material bids from pre-qualified vendors. Our acceptable base-line quality level standards are well known to our subcontractors as many have been providing services for Kaufman Lynn Construction for more than 20 years.

During construction, we ensure quality through our daily quality inspections along with weekly jobsite meetings. Our weekly meetings include subcontractors, owners and design professionals. Since our meetings require thorough jobsite inspection by all parties, any question of quality is immediately addressed. This immediate reaction prevents a budding problem from taking root. If a problem is discovered it is immediately corrected.

INTENSE OVERSIGHT OF SUBMITTALS WITH AN EXTRA SET OF EYES TO SUPPORT THE DESIGN TEAM

We include our Quality Assurance Consultants to review all systems as they relate to paint, exterior



**BUILDING BETTER BUILDINGS**  
*Kaufman Lynn Construction’s “Building Better Building” Program includes detailed inspections of the exterior building envelope leading to better Indoor Air Quality, lower maintenance and a longer life of the building.*

finishes, windows, roofing, waterproofing and caulking BEGINNING in the design and budgeting process. We begin our process by meeting with Village of Palm Springs staff and the entire design team to ensure all systems are compatible. We then work with our preconstruction staff to review submittals with a checklist of what must be included such as: manufacturer product data, details and installation instruction, preparations procedures, qualifications of installers, shop drawings with sequencing for installation, notice of acceptance (if necessary), wind calculations, special requirements and a sample copy of the warranty. We then review all submittals to make sure that proper waterproofing components, materials and installation processes are being submitted in compliance with the contract documents. Our consultant reviews the construction details, products and systems prior to us bidding and providing the Guaranteed Maximum Price to an owner. The benefit is that when we get to the GMP we are clear that the systems on the Construction plans are compatible with one another and in conformance with all the current building codes required for the project.



**NOTHING REPLACES “PLANS IN HAND” INSPECTIONS AND REGULAR COMMUNICATION BY OUR SUPERINTENDENTS**

During construction, we ensure quality through our daily quality inspections along with weekly jobsite meetings. Every day our superintendents walk miles checking on quality regardless of the size of the building footprint. Our superintendents use tablets in the field that are continually updated with the most recent plans noting any new changes. Checking subcontractors work against the plans any concerns can be shown to the foremen in a simple, up-to-date format. Any issues that need to be reviewed by the design team, are photographed and send to the entire team for review and response. This immediate reaction prevents a budding problem from taking root or allows us to discover it quickly to find a remedy without impacting the schedule. This process is in addition to our weekly onsite meetings that include subcontractors, owners and design professionals where we walk the jobsite to allow all parties to inspect current work and any question of quality is addressed.

**HIGHLY CAPABLE SUPERINTENDENTS SUPPLEMENTED WITH CONTINUED TRAINING**

Kaufman Lynn Construction constantly strives to improve our quality and performance through continuing education seminars, self-analysis and in-house training for our professionals. We optimize design and construction techniques, which consistently produce projects that exceed our clients’ expectations.

**INDEPENDENT QUALITY CONTROL REVIEWS**

As part of our “Building Better Buildings” Program, SG & P, attends jobsite meetings and is a part of all of our pre-installation meetings for major building components. Together we review installation procedures and the consultant acts as an additional set of eyes during preparation, application and installation of building components particularly those relating to the exterior envelope of the building.

Our consultant reviews the contract documents as well as performs visual inspections on “in progress” installation procedures and again at final inspection to compliment our existing quality control methods and processes. He provides written reports with photographs that are reviewed by the on-site project team in addition to the Project Executive. The reports include corrective actions taken or employed from his observations and discussions with subcontractors and the superintendent.

At the conclusion of the project we turn over a complete book to the owner with a full description of what issues were addressed to ensure them of a superior building for years to come.

**ESTABLISHING A GUARANTEED MAXIMUM PRICE**

Prior to bidding the project, we generate market awareness by initiating project trade workshops. These workshops provide all interested subcontractors and vendors the opportunity to: 1) meet with the project team, 2) review and discuss the plans and specification and the project in general, and 3) get clear understanding of timelines and sequencing of activity. These face to face sessions are invaluable to provide assessment of the trade and vendor capability, notwithstanding workload and labor resource.

**COMPREHENSIVE BID FOR ON-TARGET FINAL PRICE**

With local market subcontractor and vendor interest at a high point, the final GMP estimate is prepared. Using BuildingConnected, all interested prequalified subcontractors are offered access to online drawings and specifications.

During the development of this GMP, subcontractors are evaluated for their responsiveness to the bid documents, the quality and completeness of their proposal as well as the price for performing the work. Our goal is to secure a minimum of 5 proposals from qualified subcontractors for each scope discipline. Prior to reviewing the subcontractor and vendor bids, Kaufman Lynn Construction’s estimators perform quantity and scope takeoffs on all major scopes of work included in the project. Through the use of Kaufman Lynn Construction’s On Screen Take Off program, each component of work to be estimated can be highlighted and quantified, creating a complete scope sheet to compare to subcontractor pricing.

These quantified and vetted subcontractor and vendor costs will be formatted in project summary form for final approval of the GMP, which now is inclusive of complete cost of work, preconstruction costs, approved Value Management and Options Analysis items, wish list items, general conditions and associated soft costs, final contingency amounts, and project fee. All this leads to a price that is final.

**COMPLETE TRANSPARENCY THROUGHOUT THE PROCESS**

Our recommendation for subcontractors includes a detailed but easy to read “bid leveling sheet” which lists not only the bid as submitted by the subcontractors but also an analysis of the bid by our estimating team which clearly identifies any scope that may be missing from the bid or any substitutions made. The cost of these items is included and new totals calculated so that the City can compare “apples to apples”. The bid leveling sheet provides an easy to read summary, in addition we provide the City with full back-up of all bids received.

**COST CONTROL**

KL’s proven, proactive approach to preconstruction, including the detailed scopes released to subcontractors and thorough analysis of bids, is the primary reason why we have an exceptionally low amount of contractor initiated change orders.

For us, change order review is not just pricing up a change but reviewing alternatives to help find the best options. We become a client advocate in coming up

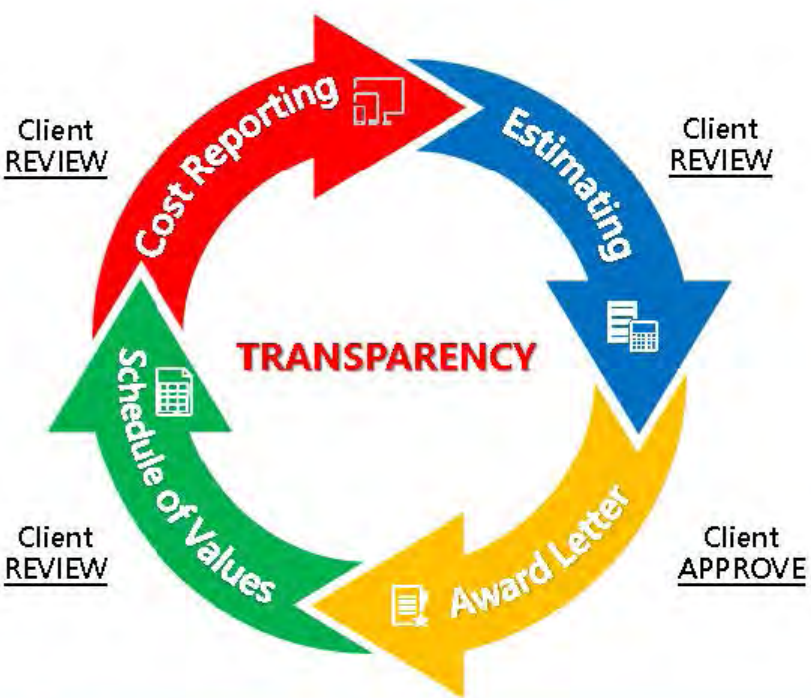
with best value solutions. Our project manager Brandon Rastok excels at this. You can rest assured that before we submit any change order request, we have fully vetted both the issue causing the need for a change and the best option for addressing the issue.

In the case of owner initiated change orders we conduct a full constructability review and then offer viable options and alternatives to reduce or even eliminate cost and schedule impacts of the requested changes.

**BUILDING JOB RESERVES INSTEAD OF RELYING ON CONTINGENCY FUNDS**

To help assure predictability from a budget perspective, we recommend the establishment of both a contractor and an owner contingency. An owner contingency simplifies our clients’ internal budget request process for items they may want to add or change during construction. Though we track and account for monies expended, it is completely up to the client how it is spent.

**CONTROLLING COST**



**OPEN BOOK and FULL TRANSPARENCY!**



The contractor contingency is used strictly to offset items not accounted for in the budget but required to complete the scope. We consider this fund a safety net and our philosophy is to protect this fund as potential savings. Instead of relying on the contingency fund, we create job reserves. As mentioned before, we continuously look for ways to reduce costs without affecting scope or quality. These savings are tracked in the job reserve and can offset most if not all costs for items that would otherwise be paid through contingency. **As a result, we routinely return contingency to our clients at the end of the project.**

**MANAGEMENT OF OWNER FURNISHED MATERIALS PROGRAM**

To take advantage of the Village’s tax exempt status, we recommend implementing an Owner Furnished Materials Program on this project. **As a builder with an expertise in the public and not-for-profit markets, our project management and accounting processes are fully prepared** to accommodate the requirements of the program.

Though the Village of Palm Springs will pay suppliers directly for any material purchased, we will manage the entire process for you. That includes negotiation, preparation of purchase order information, material delivery and inspection, and verification of invoices. All directly purchased material is tracked and reported in our monthly reports to you and a final account of savings is prepared at close out of the project. **On average, this process results in savings of 1% - 1.5% of the cost of work.**

**CLAIMS MANAGEMENT**

**Kaufman Lynn Construction has never filed an action against a client in our 30 year history, showing we ARE NOT a litigious company.** Our claims management plan is one of claims avoidance at all costs, giving gravity to relationships over finance. We believe that from project start, developing a team camaraderie heightens awareness and responsibility to the project from all team members. This relationship and responsibility instills a group mentality based on clear, concise, and continual communication recognizing everyone’s responsibility to quality, duration and cost. When project teams are fully engaged, the processes, objectives and goals easily integrate into the success of each partner and creates a synergy that moves the project through its daily hurdles

to successful completion, eliminating the need for any type of claim submission.

Kaufman Lynn initiates and leads this risk management process on behalf of our client by clearly understanding client expectations and pro-actively detailing same to all subcontractors and vendors. We “deep dive” into all subcontract scope to assure complete and code compliant work, quality level expectations, installation durations aligned with project schedule, resource availability and work hour requirements.

**REPORTING SYSTEMS**

Construction is a collaborative activity, pooling the knowledge and experience of many people. After an initial kick-off meeting, **we suggest weekly meetings with the entire team for complete and accurate exchanges of information and maximum accountability.**

Kaufman Lynn Construction (KL) uses Procore, an on-demand construction software platform designed to facilitate document management and team communication. By hosting documents online, they are available to all team members. **Owners have 24/7 access to contract documents, change orders, RFI’s, meeting minutes, schedules and progress photos.** All team members can access the information in real time (24/7) on their tablets, phones or computers to keep everyone up to date on progress. RFI’s are tracked and users can easily see the status. Even more importantly the process of responding to an RFI is as simple as sending an email, which assures use of the software by team members.

However, we understand that not all interested parties in a construction project are part of the project team. Which is why we provide a weekly project “snapshot” to the client and design team. **On a single page, we summarize accomplishments of the current week and provide a look-ahead for the next week.** This provides an easy way for our client’s to keep their associates informed and engaged.

Kaufman Lynn Construction frequently prepares a project manual and will do so for this project. The project manual provides a comprehensive summary of the project in terms of the team organization, project goals for schedule and budget, and project

approach with clear delineations of the responsibilities of individual team members. In addition, the project manual contains **information about agreed upon processes and procedures, including the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders as well as other communication and coordination between the team.**

Kaufman Lynn provides printed copies of the project manual to the Village of Palm Springs and Song & Associates. The project manual is also accessible to all team members on the password protected project page on Procore.



**Ways we keep you informed**

*In addition to in-person meetings, we use webconferencing to quickly bring together multiple people to discuss specific items of the project and review construction documents together. As the owner, you have access to our online construction management program, Procore, which gives you access to documents and which we use to track the various components of the project. Of course, any KL team member is only a phone call away. In addition, we provide a weekly project summary with photos which is ideal to keep your constituents informed and engaged.*

**PROJECT CLOSE-OUT**

To accomplish a true and complete closeout process, Kaufman Lynn Construction creates a ‘closeout matrix’ which details the requirements listed in the contract documents and our in house requirements we believe necessitate successful turn-over documents. The information from the matrix is submitted to all subcontractors to aid them in finalizing their portion of the closeout process at the 75% mark of the project.

The project team starts the closeout effort “day one” of the project assuring a continuing effort of gathering the appropriate documents so that the culmination of the process is simply “another day” rather than a frantic mad dash to the finish line, often missing the mark on complete documentation.

The project site staff keeps and maintains all permit records and ‘as-built’ drawings which are reviewed as needed and updated weekly by each subcontractor. These “final” as-built plans are then copied appropriately and included as part of the closeout documents turned over to the college.

By requiring all trades to work from our form/procedure, we are able to maintain an efficient and organized approach to tracking which trades have submitted the necessary documents and those who have not. This aids in avoiding time being wasted due to interpreting and sorting through each individual subcontractors’ own format in order to pull out the necessary information

The Kaufman Lynn Construction closeout process would include the following correspondence at minimum:

- 1. Approved shop drawings, submittals and samples
- 2. Commissioning reports and final approvals
- 3. Material and equipment warranties
- 4. Product maintenance and operations manuals
- 5. As-Built plans
- 6. Owner training acknowledgment letters
- 7. Permits, Certificates of Completion
- 8. Complete project directory
- 9. Video taped instructions to operate and maintain key systems

Finally, by requiring standard templates to work from, subcontractors are familiar with the procedure, have been educated accordingly and know what to anticipate at projects close in order to be paid in full.

WARRANTY PERIOD SERVICES

Kaufman Lynn Construction’s project closeout does not end with the Certificate of Occupancy. We stand behind our work. Prior to the warranty expiration periods, our project manager sets up a walk through with the owner’s staff to identify items in need of warranty repairs. In addition, due to our corporate philosophy of being an extension of our owners’ staff and our desire for long term relationships, Kaufman Lynn Construction has a history of taking care of its clients and projects after the warranty period expires.



WE HAVE A CONSISTENT RECORD OF DELIVERING CM SERVICES!

RFP ATTACHMENT ‘B’  
VOLUME OF PREVIOUS WORK FORM  
(both Public and Private Sector)

Firm Name: Kaufman Lynn Construction, Inc.

Date: June 17, 2022

| Year (list previous 7 years) | Dollar Amount of CM Contracts Awarded<br>(Min \$5 Mil) |
|------------------------------|--------------------------------------------------------|
| Year 1: 20 21                | \$ 414,518,667                                         |
| Year 2: 20 20                | \$ 307,576,841                                         |
| Year 3: 20 19                | \$ 419,372,784                                         |
| Year 4: 20 18                | \$ 522,852,534                                         |
| Year 5: 20 17                | \$ 226,935,343                                         |
| Year 6: 20 16                | \$ 279,504,581                                         |
| Year 7: 20 15                | \$ 180,189,978                                         |
| TOTAL                        | \$ 2,350,950,728                                       |

The Volume of Previous Work calculation shall be based only on CM contracts of the firm awarded or funded as of the submittal date (hard bid awards are not included). CM work for which a firm has been selected but a contract has not yet been awarded shall not be included in the calculation.

PROPOSER (firm name): Kaufman Lynn Construction, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Michael I. Kaufman

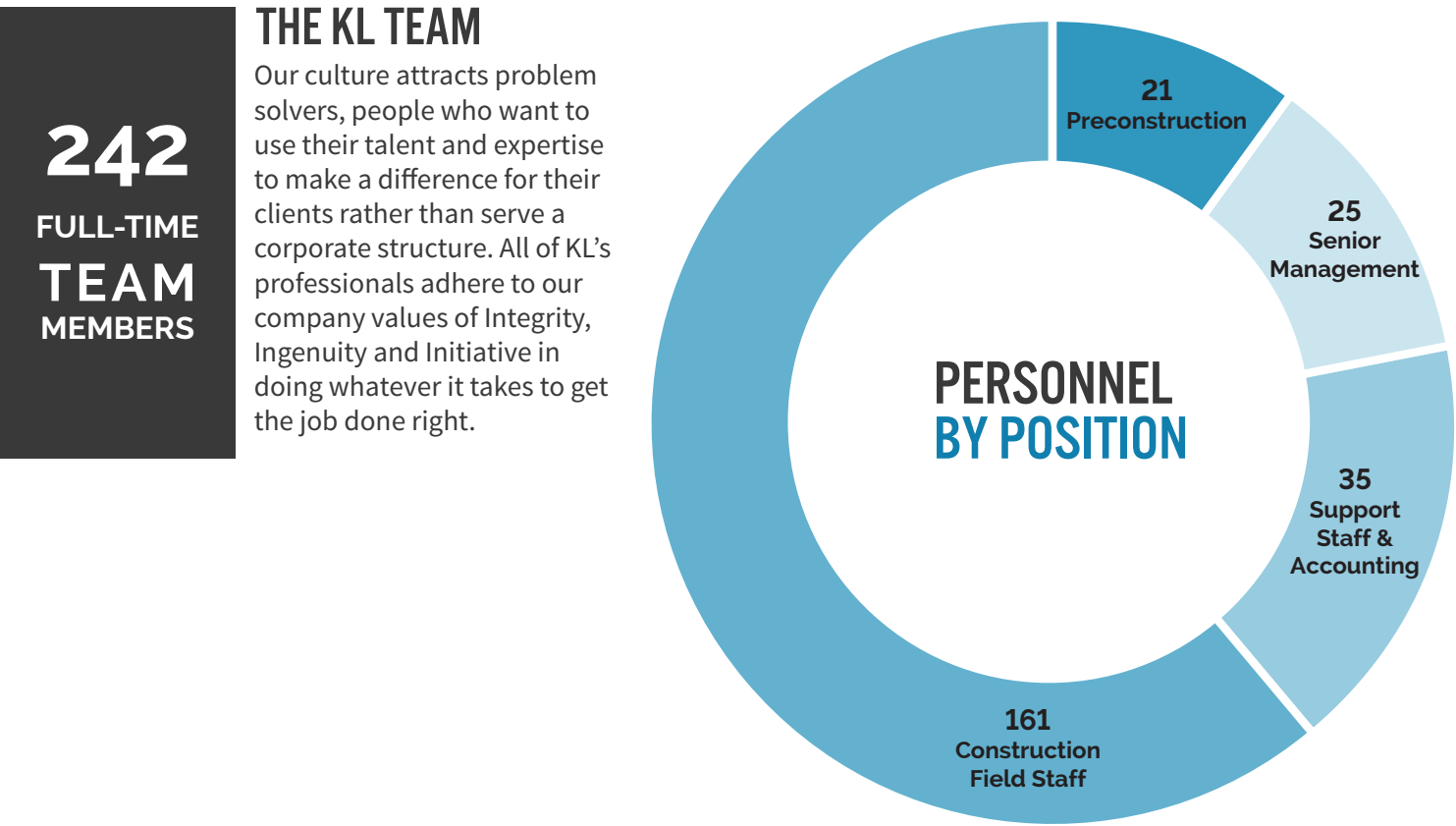
SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: President/CEO DATE: June 17, 2022





All Kaufman Lynn staff assigned to this project are part of our Delray Beach office, located at:  
3185 South Congress Avenue  
Delray Beach, Florida 33445  
561.361.6700





**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*  
**Serving you.**

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
3185 South CONGRESS AVE  
DELRAY BEACH, FL 33445

|                            |                   |                 |                       |          |           |
|----------------------------|-------------------|-----------------|-----------------------|----------|-----------|
| TYPE OF BUSINESS           | OWNER             | CERTIFICATION # | RECEIPT #/DATE PAID   | AMT PAID | BILL #    |
| 23-0051 GENERAL CONTRACTOR | KAUFMAN MICHAEL I | CGC021732       | B21.561418 - 07/19/21 | \$27.50  | B40105457 |

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



12  
6 - 2584

KAUFMAN LYNN CONSTRUCTION INC  
KAUFMAN LYNN CONSTRUCTION INC  
3185 S CONGRESS AVE  
DELRAY BEACH FL 33445-7324



**STATE OF FLORIDA  
PALM BEACH COUNTY  
2021/2022 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200515138  
EXPIRES: SEPTEMBER 30, 2022**

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





RFP ATTACHMENT 'C'  
 CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

  X   **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

           Physical address within Village of Palm Springs limits

  X   Physical address outside of Village of Palm Springs but within Palm Beach County

           Physical address within the State of Florida

           **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] Michael I. Kaufman as  
 [Title:] President/CEO of [Name of Firm:] Kaufman Lynn Construction, Inc.

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

 June 17, 2022  
 (Signature) (Date)

RESPONSIVE SERVICES SINCE WE ARE  
 FOUNDED AND BASED  
 IN PALM BEACH COUNTY!





RFP ATTACHMENT ‘D’  
CONFLICT OF INTEREST DISCLOSURE FORM

**CONTRACTOR/SUBCONTRACTOR** represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the VILLAGE, except as follows:

(None)

(Attach additional sheets as needed.)

**CONTRACTOR/SUBCONTRACTOR** further represents that no person having any interest shall be employed for said performance. By signing below, **CONTRACTOR/SUBCONTRACTOR** certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence **CONTRACTOR’S/SUBCONTRACTOR’S** judgment or quality of services being provided to the VILLAGE.

**CONTRACTOR/SUBCONTRACTOR** shall promptly notify the VILLAGE in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence **CONTRACTOR’S/SUBCONTRACTOR’S** judgment or quality of services being provided to the VILLAGE. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that **CONTRACTOR/SUBCONTRACTOR** may undertake and request an opinion of the VILLAGE as to whether the association, interest or circumstance would, in the opinion of the VILLAGE, constitute an unacceptable conflict of interest if entered into by the **CONTRACTOR/SUBCONTRACTOR**.

If, in the sole opinion of the VILLAGE, the prospective business association, interest or circumstance of **CONTRACTOR/SUBCONTRACTOR** would constitute an unacceptable conflict of interest to the VILLAGE, the VILLAGE shall so state in the notification and the **CONTRACTOR/SUBCONTRACTOR** shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Michael I. Kaufman, as (Title/Position:) President/CEO of (Name of Firm:) Kaufman Lynn Construction, Inc. who hereby certifies that any misrepresentation by the **CONTRACTOR/SUBCONTRACTOR** on this Disclosure is considered an unethical business practice and is grounds for sanctions against future VILLAGE business with the **CONTRACTOR/SUBCONTRACTOR**.

  
Signature

June 17, 2022  
Date





# SUSTAINABLE CONSTRUCTION

“Green” solutions can greatly reduce the operating costs of an upgraded facility and may be desirable even if they require higher initial costs. To find the best overall solutions for our clients, we start the process to sustainable design and construction with a ‘question and answer’ workshop with LEED accredited in-house professionals and your staff. This conversation allows us to set meaningful and affordable goals and objectives. Whether the goal is to achieve LEED certification or not, we provide our clients a host of energy saving suggestions as well as alternative systems as part of Kaufman Lynn’s Standard Operating Procedures.

KL’s team of 17 LEED Accredited Professionals and LEED Green Associates has experience evaluating strategies, implementing practices, finding resources and weighing cost/benefits for each option to blend budget decisions with energy efficient, environmentally-friendly construction.

Kaufman Lynn is well versed in providing “green” cost savings alternatives on LEED projects in addition to construction methods to ensure the greatest accumulation of points for building certification. We implement “Green Building Techniques” even on projects that are not pursuing LEED Certification as part of our standard everyday practice. We recycle up to 90% of all construction debris on our jobsites by supplying each construction site with recycling containers. We provide pollution and erosion control; we have a concrete truck washout area on each site to prevent any soil contamination; we also pay very close attention to the Indoor Air Quality during construction. In our interior finishes we use low VOC paints, adhesives and sealants and we always achieve very high percentages of recycled content in our building materials.

Kaufman Lynn has completed 27 LEED certified projects, including LEED Silver and LEED Gold Projects. Some of our projects that have achieved LEED Certification are as follows:

## 27 LEED PROJECTS



### SUSTAINABLE CONSTRUCTION PRACTICES

- Standard practice include:*
- *recycling of construction debris*
  - *pollution and erosion control*
  - *concrete truck washout areas to prevent any soil contamination.*



THE FOLLOWING IS A PARTIAL LIST OF KAUFMAN LYNN LEED PROJECTS:



LEVERAGING TECHNOLOGY FOR BETTER CONSTRUCTION

Construction is a collaborative activity, pooling the knowledge and experience of many people. After an initial kick-off meeting, we suggest weekly meetings with the entire team for complete and accurate exchanges of information and maximum accountability. Kaufman Lynn Construction (KL) uses Procore, an on-demand construction software platform designed to facilitate document management and team communication. By hosting documents online, they are available to all team members. Owners have 24/7 access to contract documents, change orders, RFI's, meeting minutes, schedules and progress photos. All team members can access the information in real time (24/7) on their tablets, phones or computers to keep everyone up to date on progress. RFI's are tracked and users can easily see the status. Even more importantly the process of responding to an RFI is as simple as sending an email, which assures use of the software by team members.



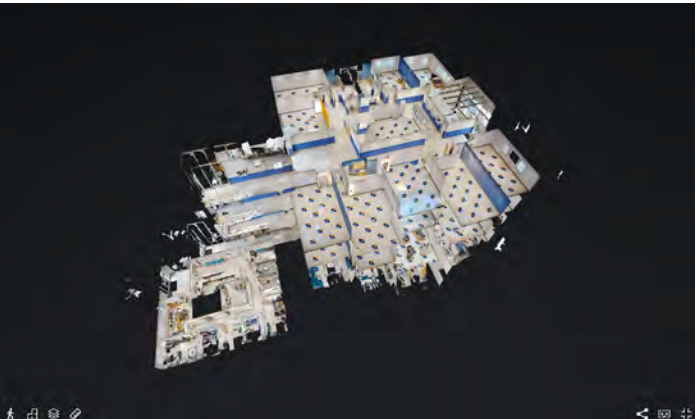
Our project management software allows owner's 24/7 access to all project information on multiple platforms.

IN-HOUSE EXPERTISE

Kaufman Lynn has an in-house BIM department with specialists who are actively researching, testing, and implementing solutions for our clients. As both construction and applied software specialists, the KL BIM department has a suite of tools to address the everyday unique solutions that present themselves during the design validation and construction phases. We have the technical skills to develop our own BIM models and apply BIM specific workflows as opportunities emerge.

Our capabilities include:

- BIM execution planning for your design team, construction and operations
- 3D MEP coordination and issue resolution (BIM 360 Glue to Navisworks)
- 3D modeling (Revit, AutoCAD, Rhino 3D, Sketchup and Infraworks)
- Laser scanning (Matterport, Leica, Faro, Recap 360)
- 4D sequencing (Synchro or Navisworks)
- Virtual reality mockups and virtual tours (Fuzor, HTC Vive, Oculus Rift)
- 3D estimation (Assemble Systems, D Profiler)



KL uses technology to document and share information in real-time with the whole team. The Village of Palm Springs Police Department project will benefit from our many ways of capturing and sharing information. From daily logs within our web-based Project Management System, Procore, by our Lead and MEP Superintendents to the utilization of cutting edge technology such as Matterport (3D Interactive Imaging, depicted above), KL will share and preserve the information needed to build effectively. These 3D Interactive models also allow the County to manage the completed facility more efficiently and effectively.

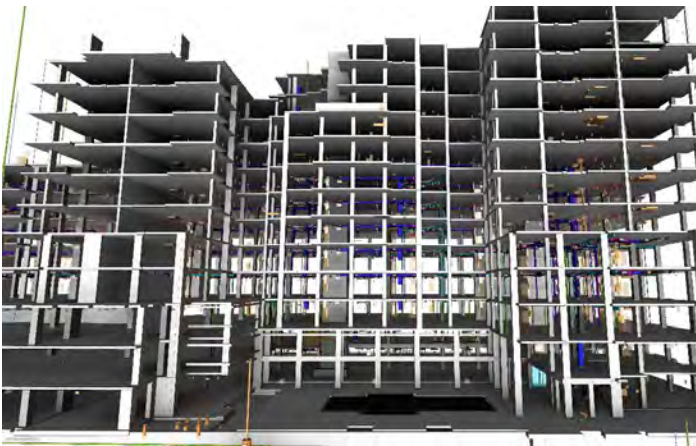


USING TECHNOLOGY TO COORDINATE TRADES

A reliable BIM execution plan that is aligned with project delivery needs helps facilitate quick and confident decision making by project stakeholders. We have a deep understanding of how BIM applications during the design phases translate to the construction phases. Our BIM department becomes an extension of your design team day one to ensure we implement the specific technological use cases identified for this project. We supply the BIM group with processes and procedures on our weekly BIM meetings to ensure accountability and a proper follow through on all proposed BIM workflows for this project.

Design Coordination

Leveraging models early on during design phases increases engagement and allows people to ask the right questions. This in turn promotes better decision making for the project. We will take the lead in setting up the BIM models ensuring timely submissions from parties and creating specific merged models for the project team so that they can be leveraged for MEP, structural and architecture and interiors coordination. We archive consolidated models at every major design iteration and attend meetings with the BIM model on hand to assist with design reviews, target costing, schedule and constructability analysis.



MEP coordination integrated with the structural model eliminates possible obstructions during construction.

FACILITIES MANAGEMENT AND INTERACTIVE DOCUMENTATION

The key challenge for owners developing a facilities maintenance program is keeping track of the numerous OEM manuals, as-built documents and asset information required for preventive maintenance. We’ve found that BIM technologies have substantially benefited design and construction teams to deliver a project, but the information that is created is cumbersome for owners to access and use as part of their efforts to manage and maintain their facilities. To solve this, we’ve developed an innovative solution that we call “Interactive Documentation” which enables you to visually interact in 3D with your facilities, allowing you to quickly locate information that is important to your facilities team. You can easily tag the 3D model of laser scans to store punch lists, contact information, asset data, operation manuals, list Information, various PDFs, pictures, videos and external websites and much more. More importantly, this solution does not require any high end computers and expensive software. All information can be accessed from your mobile phone, ipad or standard laptop.



**ABOUT US**  
Since 1989, Kaufman Lynn Construction (KL) has built high-quality buildings and long-lasting client relationships. Headquartered in South Florida, KL has more than 200 employees.

Guided by our values of Integrity, Ingenuity and Initiative, KL Founder and CEO Michael Kaufman is committed to the success of his clients, his associates and his community. KL's "client first" philosophy has resulted in a company culture that requires everyone to do whatever it takes to get the job done right.

We consistently deliver superior construction projects by relentlessly advancing each client's vision, beyond their expectations. For more information, visit us at KaufmanLynn.com.

**FIRE STATIONS**

**EMERGENCY OPERATIONS CENTERS**

**K-9 UNITS**

**MAINTENANCE**

**POLICE HEADQUARTERS**

**GUN RANGES**

**KL**

BUILDING **SUPERIOR** STRUCTURES



# PUBLIC SAFETY EXPERTISE



From functionality to durability, Kaufman Lynn has the expertise to ensure project success when seconds matter in keeping the community safe.

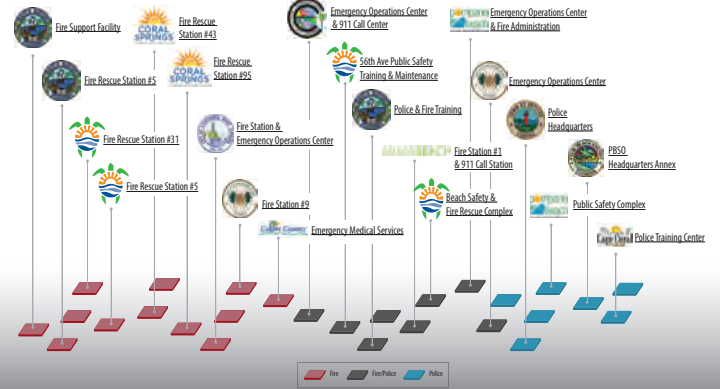


BUILDING **SUPERIOR** STRUCTURES

## SUSTAINABILITY

The Kaufman Lynn Construction team knows how to build sustainably and we are all about advancing green building initiatives. Even if the project doesn't call for any additional certifications, we build to an environmentally sustainable standard. Our team of construction professionals have delivered projects that have received various levels of LEED certifications.





BUILDING **SUPERIOR** STRUCTURES

# OUR EXPERIENCE



**26**  
FACILITIES

SOUTH FLORIDA  
PUBLIC SAFETY  
EXPERTS

"I have experience with five other GCs and none can match the highly competent professionalism of Kaufman Lynn."

**Thomas Wood**  
Fire Chief  
City of Boca Raton

"Kaufman Lynn consistently delivers on their promises. Their scheduling and cost management during the construction process has been exceptional and taken the uncertainty out of the process."

**Vernon Hargray**  
City Manager  
City of Miramar





BUILDING **SUPERIOR** STRUCTURES



Kaufman Lynn Construction, Inc.  
3185 South Congress Avenue  
Delray Beach, FL 33445  
561.361.6700

**KL** KAUFMAN LYNN  
CONSTRUCTION





**REQUEST FOR  
PROPOSALS (RFP)**

**CONSTRUCTION  
MANAGER (CM) AT  
RISK SERVICES  
FOR  
POLICE DEPARTMENT  
EXPANSION  
TASK ORDER #269**

**REQUEST FOR PROPOSALS # 2022R-003**

## **TABLE OF CONTENTS**

### **REQUEST FOR PROPOSALS**

Introduction to Project

Section A Instructions to Respondents (including Proposal Submittal Requirements)

Section B Criteria for Shortlisting and Final Selection of Firms

Section C Equal Business Opportunity (EBO) Program

Section D Terms and Conditions

Section E Award of Contract

Section F Time

Section G Required Forms

### **ATTACHMENTS**

Attachment A Proposal Certification Form

Attachment A-1 Addendum to Proposal Certification Form

Attachment B Volume of Previous Work Form

Attachment C Certification of Business Location Form

Attachment D Conflict of Interest Disclosure Form

Attachment E Sample Contract



**REQUEST FOR PROPOSALS  
CONSTRUCTION MANAGER AT RISK  
POLICE DEPARTMENT EXPANSION**

**INTRODUCTION**

The Village of Palm Springs is soliciting Proposals (“Responses”) for Construction Management services consisting of pre-construction services, developing a Guaranteed Maximum Price (GMP), and construction of the Police Department Expansion project located at 230 Cypress Lane in the Palm Springs Municipal Complex (the “Project”). The Project includes, but is not limited to the construction of an approximately 14,000 square foot two (2) story building; the renovation and hardening of the existing one (1) story PD building; and all associated site improvements including sufficient public and secured parking, access roads, drainage, utility infrastructure, etc.

The selected Construction Management firm will function as a general contractor responsible for publicly bidding trade contracts, all scheduling and coordination of the Project, and the successful, timely, and economical completion of the Project. The selected Construction Manager (CM) will provide preconstruction and construction services and will be responsible for construction pursuant to a contractually guaranteed maximum price.

Construction work is scheduled to start in April 2023 and continue through the various phases with an anticipated completion date in April 2024. Preliminary construction cost is estimated at \$ \$10 Million.

***Non-Mandatory Pre-Proposal Conference.** Proposers are invited to attend a non-mandatory pre-proposal conference to be held on June 1<sup>st</sup>, at 10:00 A.M. at the following location: Village of Palm Springs Council Chambers at 226 Cypress Ln, Palm Springs, Fl. 33461*

**A. INSTRUCTIONS TO RESPONDENTS**

- 1. Submission of Responses.** Firms desiring to provide services as described herein, shall submit their response to this RFP in a sealed envelope with one original (clearly marked), six (6) copies (a total of 7 copies), and one copy on electronic media. **Responses must be received no later than 2:00 P.M., local time, June 21, 2022**, to the attention of:

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

2. **Identification of Responses.** Respondents must indicate on their response envelope the following:
- RFP # 2022R-003, CM @ Risk for Police Department Expansion
  - Date Of Submittal
  - Name Of Respondent
  - Return Address of Respondent
3. **No Late Responses.** The time and date for receipt of responses will be scrupulously observed. The respondent shall assume full responsibility for timely delivery at the location designated for receipt of responses. The time/date stamp clock in the Village Clerk's office at Village Hall, 226 Cypress Lane, shall serve as the official authority to determine timeliness of the response. Responses received after the specified time and date shall be returned unopened. All responses will be opened and reviewed at a later date by the Village's selection committee.
4. **Questions.** Questions concerning this Request for Proposal must be directed in writing no later than June 10, 2022, at 5:00 P.M. current local time, to the Procurement Specialist, Theresa Gonzalez, via email at [procurement@vpsfl.org](mailto:procurement@vpsfl.org). Include "CM @ Risk RFP PD Expansion" in the subject line of the e-mail.
5. **Addenda to RFP.** No oral interpretation of this RFP shall be considered binding. The Village will be bound by information and statements only when such statements are written and executed under the authority of the Village Clerk. Any interpretation, clarification, correction, or change to this RFP will be made only by Addendum. As they are issued, all Addenda to this RFP will be posted under the applicable solicitation on the Village's website and on DemandStar. Interpretations, corrections or changes made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes. It is the sole responsibility of the proposer to routinely check DemandStar for any Addenda that may have been issued prior to the deadline for receipt of proposals. The Village shall not be responsible for the completeness of any RFP package not downloaded from DemandStar.
6. **Addenda Must Be Acknowledged.** Prior to submission of its Proposal, each Proposer shall ascertain that it has received all Addenda issued. The Proposer shall acknowledge receipt of all Addenda by completing the acknowledgment space provided on the Proposal Certification Form (**Attachment A**).
7. **Proposal Submittal Requirements.**
- a. **Proposal Contents.** The contents of the proposal submitted by the successful Respondent will become part of the contractual obligations of any subsequent contract.
  - b. **Staffing.** It shall be understood that it is the intent of the Village to insist that those indicated as a part of the Construction Manager's team in the proposal actually execute this Project and that the Project Manager for the Construction Manager be continually involved with this Project during the pre-construction and construction phases, unless agreed to the contrary in writing by Village, or their employment with Construction Manager is terminated.



- c. **Required Information.** Respondents must submit this required information. **Failure to submit the required information or to completely fill out any of the required forms may result in the rejection of the proposal.** Proposals shall be compiled and tabbed in the order listed below, shall include a Table of Contents and hard copies shall be bound or placed in a three-ring binder.

**1) Table of Contents**

- 2) Letter of Intent from a Surety Company** indicating the Respondent's bondability for this Project under any subsequent contract. The surety shall acknowledge that the firm can be bonded for a project with a potential construction cost of \$10 Million. The surety company shall be currently listed with the United States Treasury for an amount greater than \$50 Million.

**3) Proposal Certification Form (Attachment A).**

**4) Addendum to Proposal Certification Form (Attachment A-1)**

- 5) Related Experience:** List projects which best illustrate the experience of the firm and staff which will be assigned to this Project under a subsequent contract. The project list should emphasize the successful completion of projects comparable in design, type and scope to this Project. List no more than ten (10) projects, and do not list projects which were completed more than ten (10) years ago. Provide the following information for each project in this list:

- i. Name and location of the project.
- ii. The nature of the firm's responsibility on the project including project delivery method.
- iii. Provide the name, address, phone number, and e-mail address of an Village's representative and architect's representative who can be contacted to provide a reference.
- iv. Size of project (square footage of project).
- v. Construction cost.
- vi. Present status of the project; date project was completed or is anticipated to be completed.
- vii. Key professionals involved on the listed projects who would be assigned to this Project under any subsequent contract.

Provide a secondary list of all projects in Florida which exceed \$5 Million in cost, started in the past 5 years with project name, project owner and contact, location, and construction cost.

- 6) **Claims and Litigation History:** List all claims, arbitrations, administrative hearings, lawsuits or criminal proceedings brought by or against firm during the last ten (10) years. The list shall include the name of the project over which the dispute arose, a description of the amount in dispute and the subject matter of the dispute. Do not list workers comp claims.
- 7) **Pre-Construction Services Staff:** Includes management, technical and support staff. Provide a project organizational chart that could be used for this Project. Give a brief resume of key persons to be assigned to this Project under any subsequent Contract including, but not limited to:
- i. Name and title.
  - ii. Current project assignments.
  - iii. How many years with this firm? Other firms?
  - iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment.
  - v. Education and Registrations.
  - vi. Other experience and qualifications that are relevant to this Project.
  - vii. Present office location.
- 8) **Construction Services Staff:** Provide an organizational chart and resumes of the key on-site staff which may be assigned to this Project under any subsequent contract including, but not limited to:
- i. Name and title.
  - ii. Current project assignments and percentage of time for each.
  - iii. How many years with this firm? Other firms?
  - iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment.
  - v. Education and Registrations.
  - vi. Other experience and qualifications that are relevant to this Project.
- 9) **Project Management Services:** Describe the capabilities of your firm to provide the technical services required for: Design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, quality control (design and construction), establishing a Guaranteed Maximum Price, cost control, claims management, reporting systems and project close-out.
- 10) **Volume of Previous Work Form (Attachment B)**
- 11) **Location of Firm's Offices:** Provide address of each office from which staff may be assigned to this Project, and list total number of employees by job function in each office, include:



- i. Certification of Business Location Form (**Attachment C**)
- ii. Business Tax Receipt from the Palm Beach County Tax Collector
- iii. Business License from Village of Palm Springs

**12) Conflict of Interest Disclosure Form (Attachment D)** completed and signed by the Proposer.

**13) Other information that may be appropriate.**

Proposer can request fillable pdfs or Word versions of many of these required forms by emailing [procurement@vpsfl.org](mailto:procurement@vpsfl.org) or by phone (561) 584-8200. Include the words “CM @ Risk - Police Department Expansion” in the subject line of the e-mail.

## **B. CRITERIA FOR SHORTLISTING AND FINAL SELECTION OF FIRMS**

1. **Short List Committee.** A Short List Committee will review and evaluate a firm’s proposal based upon the criteria set forth below. At least three firms will be short-listed.
2. **Final Selection Committee.** The short-listed firms will make presentations to and be interviewed by a Final Selection Committee. The final selection committee will evaluate a firm’s proposal and presentation based on the criteria set forth below.
3. **Scoring.** Each criteria will be scored and when the scores awarded for all criteria are totaled, the scores will be tabulated and added to achieve the total points awarded to each firm. The total points awarded to each firm will be ranked with the highest point total ranked 1, the next highest points total ranked 2, etc. The ranking of each firm will be tabulated from each committee member and combined with other committee members to determine the total score for the firm.
4. **Evaluation Criteria.** Proposals that are determined to be responsive to this RFP, will be evaluated by the Village’s selection committees based on the following criteria:

| <b>SHORT-LIST SELECTION CRITERIA (Qualifications Based Selection Process)</b>                                                                                                                                                                                                                                                                                           | <b>POINT VALUE</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>1. Related Building Experience</b> – Areas of Consideration: Successful completion of projects comparable in design, type and scope; Recommendation of previous Owners and Architects; Other similar factors including litigation history                                                                                                                            | <b>30</b>          |
| <b>2. Volume of Previous Work</b> – amount of CM @ Risk work awarded in the past seven (7) years with police, fire, and sheriff type facilities.                                                                                                                                                                                                                        | <b>25</b>          |
| <b>3. Pre-Construction Services Staff</b> – Areas of Consideration: General and specific project related capability of Proposer’s pre-construction services staff including depth and abilities of the organization which it can draw upon as needed; includes management, technical and support staff                                                                  | <b>25</b>          |
| <b>4. Construction Services Staff</b> – Areas of Consideration: Ability and experience of the proposed construction services staff with specific emphasis on project related experiences. Construction Services Staff – Areas of Consideration: Ability and experience of the proposed construction services staff with specific emphasis on project related experience | <b>15</b>          |
| <b>5. Location of Firm’s Offices</b> where work will be accomplished                                                                                                                                                                                                                                                                                                    | <b>5</b>           |

| <b>FINAL SELECTION CRITERIA (Qualifications Based Selection Process)</b>                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>POINT VALUE</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>1. Qualifications of the Firm</b> – Areas of Consideration: Successful completion of similar projects using the Construction Management process; Recommendation of previous Owners and Architects; Other similar factors including litigation history                                                                                                                                                                                                                                              | <b>30</b>          |
| <b>2. Volume of Previous Work</b> – amount of CM @ Risk work awarded in the past seven (7) years with police, fire, and sheriff type facilities.                                                                                                                                                                                                                                                                                                                                                      | <b>25</b>          |
| <b>3. Proposed Project Staff and Functions</b> – Areas of Consideration: The Project Management team's experience with similar projects, with public projects, and overall Construction Management experience; Recommendations from previous Owners and Architects                                                                                                                                                                                                                                    | <b>20</b>          |
| <b>4. Comprehensive Project Management Services</b> – Areas of Consideration: ability and history of the firm and its staff to deliver projects using effective management tools and techniques; firm's scheduling system and cost control system including methods for assuring subcontractors' adherence to schedule; ability of firm to hold to original schedules and budgets; firm's approach to establishing a Guaranteed Maximum Price including methods of Cost Control and Reporting Systems | <b>20</b>          |
| <b>5. Location of Firm's Offices</b> where work will be accomplished                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>5</b>           |

**C. Not Used**

**D. TERMS AND CONDITIONS**

- Rejection of Proposals; Waiver of Irregularities.** The Village reserves the right to reject any and all Proposals, and/or to re-advertise, to waive any irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Proposer, to disregard all non-conforming, non-responsive, unbalanced or conditional Proposals, or to accept any Proposal which in the Village's sole judgment will best serve the public interest.
- Withdrawal of Responses; Clarifications.** Any response may be withdrawn until the date and time set above for submission of the responses. A response to this RFP does not constitute a bid, therefore the Village reserves the right to request clarification on information submitted from one or more respondents after the deadline for receipt of responses.
- Costs of Preparation; Ownership of Documents.** Costs of preparation of a response to the RFP are solely those of the Respondent and the Village assumes no responsibility for any such costs incurred by the Respondent. All responses shall become the property of the Village of Palm Springs.
- Limitation.** The Respondent understands that the RFP does not constitute an agreement or contract with the Respondent, and no contract rights or remedies shall be deemed to have accrued to Respondent herewith.
- Disqualification.** Any Respondent who submits in its Proposal any information that is determined by the Village, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.
- Due Diligence of Proposer; Non-responsive Proposals.** Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Failure of any Respondent to comply with this RFP may render the response non-responsive and ineligible from further consideration.



7. **Contractor's Licenses Required.** The Construction Manager and its subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the issuance of the Notice to Proceed. The Respondent is required to have an active State General or Builders Contractor License at time of Proposal submittal. Any Proposal which is submitted by a contractor who is not properly licensed at the time the Proposal is submitted will be rejected as non-responsive.
8. **Business License.** The Construction Manager, subcontractors of any tier, and specialty contractors must have a valid Palm Beach County occupational license and Village of Palm Springs business tax receipt, except where provisions of F.S. 205.065 apply.
9. **Criminal History Records Check.** The Construction Manager's employees and subcontractors' employees are subject to the Palm Beach County Criminal History Records Check Ordinance, Sections 2-371 through 2-377 of the Palm Beach County Code (Code) and will be required to undergo a criminal history record check in order to be granted access to Critical Facilities or Police Department Facilities as those terms are defined in the Code.
10. **Not Used.**
11. **Respondent's Representations. Each Respondent by making its proposal represents that:**
  - a. **Public Entities Crimes/Convicted Vendor List.** As provided in Florida Statutes 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal or entering into a subsequent contract or performing any work in furtherance thereof, the Construction Manager certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform thereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).
  - b. **Not Used.**

- c. **No Collusion; No Conflicts.** The Respondent does hereby declare that it is a genuine Proposal not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; that the Proposal is in all respects fair and without collusion, fraud, or mental reservations; that no official of the Village or any person in the employ of the Village is directly or indirectly interested in said Proposal or in the supplies or work to which it relates, or in any portion of the profits thereof; and that Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Village.

## 12. **Lobbying**

- a. **Not Used.**
- b. **Cone of Silence.** "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village between:
1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and
  2. Any council member; any member of the selection committee; the village manager; or, any village employee authorized to act on behalf of the village to award or recommend award of a particular purchase.

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that the Village Council, or the Village Manager or a designated Village staff member authorized to act on behalf of the Council, awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable. Any and all communications during the "Cone of Silence" shall be directed to the Procurement Specialist. (See Village of Palm Springs code section 58-5 (5) Cone of Silence).

## 13. **Bond and Insurance Requirements**

- a. **Public Construction Bond.** Within 5 days of Village's acceptance of Guaranteed Maximum Price, the Construction Manager shall furnish to Village, on forms provided by Village the following:
- 1) Public Construction Bond in the Amount of 100% of the GMP Price.
  - 2) Form of Guarantee



Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Construction Manager and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.

- b. Insurance Requirements.** At the time of Contract execution, the Construction Manager shall furnish to the Village certificates of insurance evidencing the existence of current, valid, and binding insurance policies for the limits and coverage in accordance with the requirements delineated in the General Conditions, where such insurance is to be provided by Construction Manager, or as otherwise modified within the Contract Documents, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to the Village.

- 14. Village Standard Contract Required.** The selected firm will be expected to execute the Village's standard contract for Construction Management Services including General Conditions to the Contract. A sample contract is attached as Attachment E. The sample contract is for informational purposes only at this time and is not to be returned with the proposal.

- 15. Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Village contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants, contractors and parties doing business with the Village and receiving Village funds shall fully cooperate with the Inspector General including receiving access to records relating to this RFP or any resulting contract.

## **E. AWARD OF CONTRACT**

- 1. Notification of Intent to Recommend Award.** Proposers will be notified of the intent to recommend award and the notification will be posted for 5 business days at the location where proposals are received.
- 2. Right of Appeal/Protest.** Protest procedures are provided in the Palm Springs Purchasing Code. Protests must be submitted in writing, addressed to the Village Clerk, Village Hall, 226 Cypress Lane, Palm Springs, FL 33461 via hand delivery or mail. The protest must identify the solicitation, specify the basis for the protest, and be received by the Village Clerk within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Finance Department. Failure to file a protest as outlined in the Village Purchasing Code shall constitute a waiver of proceedings under the Village Code.
- 3. Not Used.**

4. **Negotiations.** The Village will conduct negotiations with the highest ranked Respondent to determine the fee and other requirements. However, if an agreement is not reached with the top ranked Respondent, negotiations will be terminated and the Village will move to the second ranked Respondent to attempt to reach agreement. If an agreement cannot be reached with the second ranked Respondent, the Village will move to the third ranked Respondent.
5. **Cancellation of Recommended Award.** The Village reserves the right to cancel the recommended award of any Contract at any time before the execution of said Contract by all parties without any liability against the Village. The Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the Village exercises its rights provided for in this subsection.

**F. TIME**

Time is of the essence in all contract documents. The successful Respondent, shall enter into a Contract with the Village, shall commence the work to be performed under the Contract on the date set by the Village in the written notice to proceed, and shall continue the work with due diligence and shall achieve timely substantial and final completion of the Project.

**G. REQUIRED FORMS**

Attachment A Proposal Certification Form  
Attachment A-1 Addendum to Proposal Certification Form  
Attachment B Volume of Previous Work Form  
Attachment C Certification of Business Location Form  
Attachment D Conflict of Interest Disclosure Form



**RFP ATTACHMENT ‘A’  
PROPOSAL CERTIFICATION FORM  
CM SERVICES FOR  
POLICE DEPARTMENT EXPANSION  
TASK ORDER #269**

**(proposer must complete, sign and return with proposal)**

I hereby certify that I am submitting my company’s proposal and understand that by virtue of executing and returning with this proposal this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

***Acknowledgment of Addenda:***

It is agreed that proposer has received and understands all addendums issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

|            |       |                  |       |
|------------|-------|------------------|-------|
| Addendum # | _____ | Date of Addendum | _____ |
| Addendum # | _____ | Date of Addendum | _____ |
| Addendum # | _____ | Date of Addendum | _____ |
| Addendum # | _____ | Date of Addendum | _____ |

PROPOSER (firm name): \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**RFP ATTACHMENT 'A-1'**  
**ADDENDUM TO PROPOSAL CERTIFICATION FORM**

As part of its proposal, the Proposer shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

**The Proposer shall select the appropriate box:**

\_\_\_\_\_ Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

\_\_\_\_\_ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



**RFP ATTACHMENT 'B'**  
**VOLUME OF PREVIOUS WORK FORM**  
**(both Public and Private Sector)**

**Firm Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

| <b>Year (list previous 6 years)</b> | <b>Dollar Amount of CM Contracts Awarded<br/>(Min \$5 Mil)</b> |
|-------------------------------------|----------------------------------------------------------------|
| <b>Year 1: 20__</b>                 | <b>\$</b>                                                      |
| <b>Year 2: 20__</b>                 | <b>\$</b>                                                      |
| <b>Year 3: 20__</b>                 | <b>\$</b>                                                      |
| <b>Year 4: 20__</b>                 | <b>\$</b>                                                      |
| <b>Year 5: 20__</b>                 | <b>\$</b>                                                      |
| <b>Year 6: 20__</b>                 | <b>\$</b>                                                      |
| <b>TOTAL</b>                        | <b>\$</b>                                                      |

The Volume of Previous Work calculation shall be based only on CM contracts of the firm awarded or funded as of the submittal date (hard bid awards are not included). CM work for which a firm has been selected but a contract has not yet been awarded shall not be included in the calculation.

**PROPOSER (firm name):** \_\_\_\_\_

**PRINT NAME OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RFP ATTACHMENT 'C'**  
**CERTIFICATION OF BUSINESS LOCATION FORM**

I. Proposer is a:

\_\_\_\_\_ **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

\_\_\_\_\_ Physical address within Village of Palm Springs limits  
\_\_\_\_\_ Physical address outside of Village of Palm Springs but within Palm Beach County  
\_\_\_\_\_ Physical address within the State of Florida

\_\_\_\_\_ **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

**THIS CERTIFICATION** is submitted by [Name of Individual:] \_\_\_\_\_ as  
[Title:] \_\_\_\_\_ of [Name of Firm:] \_\_\_\_\_

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**RFP ATTACHMENT 'D'**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

**CONTRACTOR/SUBCONTRACTOR** represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the VILLAGE, except as follows:

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(Attach additional sheets as needed.)

**CONTRACTOR/SUBCONTRACTOR** further represents that no person having any interest shall be employed for said performance. By signing below, **CONTRACTOR/SUBCONTRACTOR** certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence **CONTRACTOR's/SUBCONTRACTOR's** judgment or quality of services being provided to the VILLAGE.

**CONTRACTOR/SUBCONTRACTOR** shall promptly notify the VILLAGE in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence **CONTRACTOR's/SUBCONTRACTOR's** judgment or quality of services being provided to the VILLAGE. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that **CONTRACTOR/SUBCONTRACTOR** may undertake and request an opinion of the VILLAGE as to whether the association, interest or circumstance would, in the opinion of the VILLAGE, constitute an unacceptable conflict of interest if entered into by the **CONTRACTOR/SUBCONTRACTOR**.

If, in the sole opinion of the VILLAGE, the prospective business association, interest or circumstance of **CONTRACTOR/SUBCONTRACTOR** would constitute an unacceptable conflict of interest to the VILLAGE, the VILLAGE shall so state in the notification and the **CONTRACTOR/SUBCONTRACTOR** shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) \_\_\_\_\_, as  
(Title/Position:) \_\_\_\_\_ of (Name of Firm:) \_\_\_\_\_  
who hereby certifies that any misrepresentation by the **CONTRACTOR/SUBCONTRACTOR** on this Disclosure is considered an unethical business practice and is grounds for sanctions against future VILLAGE business with the **CONTRACTOR/SUBCONTRACTOR**.

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Signature

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Date

**RFP ATTACHMENT ‘E’ SAMPLE CONTRACT**  
*(for informational purposes do not return with proposal)*



## **CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES**

This Contract is between **VILLAGE OF PALM SPRINGS**, a political subdivision of the State of Florida, hereinafter referred to as “**Village**” and \_\_\_\_\_, Federal Tax ID Number \_\_\_\_\_ hereinafter referred to as the “**Construction Manager**” or “**CM**”.

### **WITNESSETH:**

That the said Construction Manager having been awarded the Contract for the:

**CM @ RISK SERVICES for Project Name:** \_\_\_\_\_ **Project #** \_\_\_\_\_

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Construction Manager hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, and within the time limit specified in the Contract Documents.

The parties agree that the Contract Documents consist of the following documents that are incorporated herein by reference:

- The Contract and any approved amendments (when executed);
- Special Conditions;
- General Conditions to the Contract;
- Work Authorizations, GMP Amendment/Work Orders and any Change Orders thereto;
- Public Construction Bond and Form of Guarantee;
- Insurance Certificates;
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto (the Construction Documents);
- Request for Proposal (RFP) and Construction Manager’s Proposal;

### **ARTICLE 1**

#### **GENERAL TERMS**

**1.1 Definitions.** Terms used in this Contract shall have the following meanings:

**1.1.1 “Amendment”** means a written instrument approved and executed by the parties that modifies the Contract.

**1.1.2 “Architect”** means the Architect/Engineer of Record for the Project which will be designated in the special conditions to this Contract.

**1.1.3 Reserved.**

- 1.1.4 “Basic Services”** means the services described in Article 2 of this Contract.
- 1.1.5 “Change Order”** means written orders to the Construction Manager for any changes in accordance with GC 65 of the General Conditions.
- 1.1.6 “Construction Contingency” or “Contingency”** means the amount agreed upon in the GMP Amendment for Construction Manager’s use in accordance with Section 6.3.
- 1.1.7 “Construction Documents”** means the technical specifications, design documents whether preliminary or final, architectural drawings, construction drawings, plans, addenda and Change Orders for the Project.
- 1.1.8 “Construction Manager’s Fee” or “CM Fee”** has the meaning set forth in Section 6.4 hereof.
- 1.1.9 “Construction Schedule” or “Master Project Schedule”** has the meaning set forth in Section 1.6.
- 1.1.10 “Construction Team”** means the Village, the Architect and the Construction Manager.
- 1.1.11 “Contract”** means the Contract as defined on page one hereof.
- 1.1.12 “Contractor” or “Construction Manager” or “CM”** the terms will be used interchangeably and means the company named in the initial paragraph of page one of this Contract
- 1.1.13 “Contract Sum”** means Guaranteed Maximum Price for the Project, and the terms will be used interchangeably.
- 1.1.14 “Contract Time”** means, collectively and subject to modification by Change Order, the dates established pursuant to the Contract Documents for Construction Manager to achieve Substantial Completion, final completion and all other interim milestone dates.
- 1.1.15 “Cost of the Work”** has the meaning set forth in Section 8.1.
- 1.1.16 Reserved.**
- 1.1.17 Reserved.**
- 1.1.18 “Guaranteed Maximum Price” or “GMP”** the terms will be used interchangeably, means the amount calculated for the Project in accordance with Article 6 hereof and accepted by the Village.
- 1.1.19 “GMP Amendment”** means an amendment to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for the Project; the GMP Amendment may be issued as a Village Directive or an Amendment depending on the value thereof.
- 1.1.20 “Liquidated Damages”** has the meaning set forth in GC 79 of the General Conditions.
- 1.1.21 “Village”** means Village of Palm Springs.
- 1.1.22 “Preconstruction Services Fee”** has the meaning set forth in Section 7.1.1.



**1.1.23 Reserved.**

**1.1.24 “Subcontractor”** means Trade Contractor, and the terms will be used interchangeably.

**1.1.25 “Trade Contractor”** means the Subcontractors hired by the CM to perform the Work for the Project.

**1.1.26 “Work”** means all the preconstruction, the construction and other services required by the Contract and includes all labor, materials, equipment, supervision and services provided by the Construction Manager to fulfill its obligations under the Contract for the Project.

**1.1.27 “Work Order”** means an Amendment to the Contract that authorizes construction services for the Project.

**1.1.28 “Work Authorization”** means an Amendment to the Contract that authorizes pre-construction services for the Project.

**1.2 Standard of Performance.** The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Village and Architect in furthering the interests of the Village. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Village.

**1.3 The Construction Team.** The Construction Manager, the Village, and the Architect (the "Construction Team") will cooperate together through construction completion for the Project. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Village liable for the acts or deeds of the Construction Manager.

**1.4 General Warranties.** By execution of this Contract, the Village and Construction Manager each represent and warrant to the other that they are authorized to enter into this Contract and that this Contract represents such party's legal, valid and binding obligation, enforceable according to the terms thereof.

**1.5 Construction Manager’s Warranties.** Construction Manager covenants, represents and warrants to Village that:

It is a business organization duly organized, validly existing and in good standing under the laws of the State of Florida, having full power and authority to engage in the business it presently conducts and contemplates conducting, and is and throughout the Work will be duly licensed or qualified and in good standing under the laws of said jurisdiction;

It has the required authority, ability, skills and capacity to perform, and shall perform, the Work in a manner consistent with sound engineering and construction principles, project management and supervisory procedures, and reporting and accounting procedures;

The execution, delivery and performance of this Contract will not conflict with any applicable laws or with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;

It has knowledge of all the applicable laws in effect on the effective date of the Contract and of all business practices in the jurisdiction within which the Work is located that must be followed in performing the Work.

#### **1.6 Time is of the Essence.**

Time is of the essence in this Contract, and the Construction Manager agrees to promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to the Village.

Construction Manager acknowledges and recognizes that the Work for the Project must be performed in accordance with the Construction Schedule developed for the Project in accordance with Article 5 hereof and General Condition 47 of the Contract.

By signing this Contract, the Construction Manager agrees to the assessment of Liquidated Damages as provided in Article 5 hereof.

In agreeing to bear the risk of delays for completion of the Work, except for extensions approved in accordance with the Contract, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a materialman or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the Village for consideration of an extension in accordance with the General Conditions of the Contract.

**1.7 Complete Functional Project.** It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or not specifically called for. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of performance of the Work and Construction Manager shall comply therewith. The Village shall have no duties other than those duties and obligations expressly set forth within the Contract.

**1.8 Governing Order.** The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Construction Manager. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:



1. This Contract and any Amendments to this Contract including Work Authorizations, GMP Amendment/Work Orders and Change Orders thereto
2. Special Conditions
3. General Conditions
4. Insurance Certificates, Public Construction Bond and Guarantee
5. The Construction Documents (when approved)
6. The RFP
7. The Construction Manager's Proposal

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then the Village shall resolve the conflict in any manner which is acceptable to the Village, and which comports with the overall intent of the Contract.

**1.9 Extent of Agreement.** The Contract represents the entire agreement between the Village and the Construction Manager and supersedes all prior negotiations, representations or agreements. This Contract may be amended only by written instrument signed by the Village and the Construction Manager.

## **ARTICLE 2**

### **CONSTRUCTION MANAGER'S BASIC SERVICES**

**2.0 Phases.** The Construction Manager's Basic Services under this Contract include preconstruction phase services and construction phase services for the Project.

**2.0.1 CM's Project Manager.** Unless agreed to the contrary in writing by the Village, the Construction Manager shall provide continuity in the assignment of the Construction Manager's Project Manager during the pre-construction and construction phases for the Project.

**2.1 The Preconstruction Phase.** It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Village and Architect in maintaining the project budget and project scope for the Project. The Construction Manager shall perform the following pre-construction services:

**2.1.1 Design Team Meetings.** CM shall meet with the Architect and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of the Project.

**2.1.2 Reports Required.** CM shall provide preconstruction deliverables consisting of 3 copies (1 electronic copy) of reports at schematic design, 100% design development, 50% Construction Documents, and 95% Construction Documents together with a Guaranteed Maximum Price proposal for the Project. The reports shall include a complete discussion and summary of the services provided in accordance with the following subparagraphs including the schedule and a detailed cost estimate.

**2.1.3 Design Reviews.** CM shall review designs during their development as to constructability, including without limitation bringing to the Village's and Architect's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the Village and the Architect. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the Construction Manager's in-depth study/research; and, (3) written recommendations for addressing the issue. CM

shall proactively advise the Architect with regard to the most effective approach for designing the Project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. CM shall provide recommendations on relative feasibility of construction methods; compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Village's design objectives. CM shall conduct the comparisons and reviews required by General Condition (GC) 19.

**2.1.4 Construction Feasibility Meetings.** CM shall attend regularly scheduled meetings with the Architect and consultants to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written recommendations on construction feasibility.

**2.1.5 Value Analysis.** After a complete review of the Schematic Design Phase, CM shall evaluate the design and obtain an understanding of the intent of the Village and Architect, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the Architect and Village. All recommendations shall be in writing and must be fully reviewed with the Architect and approved by the Village prior to implementation.

**2.1.5.1 Value Analysis Includes Operational Costs.** Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis, as may be required, to assist the Architect to achieve an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule.

**2.1.6 Schedules.** CM shall provide, for the Architect's and the Village's review and acceptance, a schedule that details the Construction Manager's services, with the anticipated Construction Schedules for the Project. The Construction Manager shall update such schedule periodically, as required, but not more frequently than once per month.

**2.1.7 Cost Estimates.** Based on design documents, CM shall prepare for the Village's approval a detailed estimate of construction cost, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect. CM shall update and refine this estimate as the Architect prepares each design phase of the Project (DDs, CDs). CM shall advise the Village and the Architect if it appears that the construction cost may exceed the project budget. CM shall make recommendations for corrective action.

**2.1.8 Specification Review.** The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect in writing upon observing any known features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

**2.1.8.1 Industry Accepted Practices.** The Construction Manager shall provide a thorough interdisciplinary coordination review of the construction drawings and specifications submitted for review to the agency having jurisdiction for plan review and building permits, before Trade Contractor bidding. This review shall



be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated.

**2.1.9 Schedule for Building Components and Systems.** The Construction Manager agrees that time is of the essence in maintaining the project schedule for the Project. In an effort to achieve the project schedule, the Architect will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

**2.1.10 Maintenance of Schedule.** It is incumbent upon the Construction Manager to advise the Architect of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the Project.

**2.1.11 Dividing Project into Trades.** CM shall advise on the separation of the Project into subcontracts for various categories of work. If separate contracts are to be awarded, review the drawings and specifications, and make recommendations as required to provide that (1) the work of the separate contractors is coordinated with that of the Trade Contractors, (2) all requirements for the Project have been assigned to the appropriate separate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

**2.1.12 Schedule for Each Trade.** CM shall develop a project Construction Schedule in Microsoft Project providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. CM shall provide the project Construction Schedule for each set of bidding documents. CM shall develop a plan for the phasing of construction. The CM shall provide each schedule and update in both PDF format and MS Project to the Village at prescribed intervals.

**2.1.12.1 Long Lead Items.** CM shall establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Construction Documents by the Architect. CM shall expedite and coordinate delivery of these purchases.

**2.1.13 Pre-Qualification of Trade Contractors; Competitive Public Bidding Required.** CM shall develop procedures which are acceptable to the Village for the prequalification of Trade Contractors. CM shall provide copies of draft bid documents to Village. CM shall review draft bid documents with Village to ascertain that all required contract clauses have been included in draft bid documents. CM shall finalize bid documents after Village review. CM shall develop Trade Contractor interest in the Project, publicly advertise the project in the local newspaper and advertise on relevant trade industry websites and conduct pre-bid conferences with interested bidders to review the documents. CM shall take competitive bids on the Work (from at least three bidders) of the various Trade Contractors or, if authorized by the Village in writing, negotiate for the performance of that Work. The Construction Manager shall use its best efforts to encourage minority, women owned, and local Trade Contractors to bid on the Project. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. CM shall analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Village and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of work. Specifically, CM shall review the scope of work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. CM shall maintain records of all pre-award interviews with apparent low bidders.

**2.1.14 GMP Submission.** Upon agreement of the Village and Construction Manager, the Construction Manager's GMP may be submitted at any time after completion and approval of the design development phase, but in no case later than 45 days after submission of the Construction Documents to the agency having jurisdiction for plans review and permitting. The Construction Manager will develop and provide to the Village a GMP which will include all construction costs, and all other projected costs including without limitation the Construction Manager Fees, the Construction Contingency and General Conditions allowance. The GMP shall set out each anticipated trade contract amount; the Construction Manager's fixed fee; General Conditions reimbursable costs including on-site field staff, and all project related costs, i.e., bonds, personnel, payroll benefit, etc.

**2.1.14.1 Assumptions.** All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

**2.1.14.2 Maintenance of the Project Budget.** In the event that the GMP exceeds the project construction budget, the Village reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the Project as necessary to maintain the project program and meet the project construction budget as follows:

- b. After consultation with the Village, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft the Construction Documents as necessary to accomplish the required reduction in cost.
- c. The Construction Manager shall develop and provide to the Village a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- d. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents, and make recommendations to the Village as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the project construction budget.

**2.1.14.3 Village's Right to Reject GMP.** The Village has the right to reject any GMP as originally submitted, or as adjusted. In addition, the Village has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP.

**2.1.14.4 Review of Budget, Estimates and GMP.** The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the Village for reasonableness and compatibility with the project construction budget. Meetings and negotiations with the Construction Manager will be held to resolve questions and differences that may occur between the project construction budget and the Construction Manager's construction cost estimate and the corresponding GMP. If indicated by the project construction budget limitations or other circumstances, the Construction Manager shall work with the Village to reach a mutually acceptable GMP.



**2.1.14.5 Acceptance of GMP; Public Construction Bond Required.** If the GMP proposal is accepted, in writing, by the Village, it will become an amendment to this Contract which will establish the GMP, Contract Time, and Liquidated Damages for that phase of the Work (the GMP Amendment) for the Project. A “Public Construction Bond and Form of Guarantee” on the Village's standard forms shall be provided by the Construction Manager simultaneously with the GMP Amendment for the Project.

**2.2 Construction Phase.** Unless otherwise authorized by the Village, all Work shall be performed under trade contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor work or perform such work with its own forces without the prior written consent of the Village. The Construction Manager shall perform the following construction services:

**2.2.1 General.** CM shall administer the construction phase as provided in the Contract.

**2.2.2 Commencement of Work.** CM shall commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price amendment, all permits, and “Notice to Proceed” (NTP) from the Village.

**2.2.3 Award Trade Contracts.** CM shall promptly award and execute trade contracts with approved Trade Contractors. CM shall provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to the Village, when requested. The subcontractor buyout is to be completed within 60 days from NTP and the Contingency reconciled with the savings/overage unless the Construction Manager requests and receives a time extension from the Village.

**2.2.4 Management of the Work.** CM shall manage, schedule and coordinate the Work, including the work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Village, Architect and Construction Manager in order to complete the Project in accordance with the Village's objectives of cost, time and quality. CM shall develop and maintain a program, acceptable to the Village and Architect, to assure quality control of the construction. CM shall supervise the work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. CM shall provide instructions to each Trade Contractor when its work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Village shall be the final judge of performance and acceptability.

**2.2.5 CM Staff.** CM shall maintain exclusively for the Project a competent full-time staff at the project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the sub-contractors and CM shall provide no less than those personnel during the respective phases of construction that are set forth in an exhibit to the GMP Amendment. The CM shall not change any of those persons unless mutually agreed to by the Village and Construction Manager. In such case, the Village shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the Construction Manager's Proposal and its interview presentation and shall not be removed or replaced without the Village's consent. Upon written notice and with reasonable justification, the Village shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Village. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

**2.2.5.1 On-Site Authority.** CM shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. CM shall identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. CM shall make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

**2.2.6 Project Manual.** CM shall establish procedures for coordination among the Village, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work. CM shall implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

**2.2.6.1 Coordination Drawings.** CM shall require of the various Trade Contractors such coordination drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

**2.2.6.2 Processing of Shop Drawings.** In coordination with the Architect, CM shall establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

**2.2.7 Progress Meetings.** CM shall schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. CM shall attend team meetings with the Architect and Village.

**2.2.8 Schedule Updates.** CM shall review the schedule with the various Trade Contractors and review, or expand the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. CM shall regularly monitor and update the project schedule and various sub-networks as construction progresses. CM shall identify potential variances between scheduled and probable completion dates. CM shall review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. CM shall provide summary reports of each monitoring and document all changes in the schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

**2.2.9 Management of Trade Contractors.** CM shall determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Village and the Architect, CM shall take necessary corrective actions when requirements of a trade contract or a trade contract schedule are not being met.

**2.2.10 Village Furnished Material.** Whenever Village-Furnished Contractor-Installed (OFICI) materials or equipment are shipped to the project site, the Construction Manager shall notify the Village and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided the scope of the Village-Furnished Contractor-Installed (OFICI) work is included within the Guaranteed Maximum Price.

**2.2.11 Cost Control.** CM shall develop and maintain an effective system of project cost control which is satisfactory to the Village. CM shall revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. CM shall identify variances between actual and budgeted or estimated costs and advise Village and Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly project report outlined herein.

**2.2.12 Records.** CM shall maintain a consistent and accurate accounting system. The Construction Manager shall preserve all accounting records for a period of five (5) years after final payment of the Work or as otherwise



requested in writing by the Village. The Village shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after final payment of the Work.

**2.2.12.1 Sales Tax Savings Program.** CM shall administer direct tax savings purchase program (if provided as SC 10 to the Special Conditions).

**2.2.13 Change Orders.** CM shall develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect/ Engineer's responsibilities for design, CM shall recommend necessary or desirable changes to the Village and the Architect, review requests for changes and submit recommendations to the Village and Architect.

**2.2.13.1 Change Order Cost Estimates.** When requested by the Village or Architect, CM shall promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Village, CM shall promptly secure formal written Change Order proposals from such Trade Contractors.

**2.2.14 CM Safety Programs.** CM shall be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program.

**2.2.14.1 Notice of Safety Issues.** CM shall promptly notify the Village and, where applicable, the Village's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the project site.

**2.2.14.2 Safety Meetings.** At progress meetings with Trade Contractors, CM shall conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Village's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Village's Insurance Administrator, where applicable, upon request.

**2.2.15 Security.** CM shall make provisions for project security acceptable to the Village, to protect the project site and materials stored off-site, or on-site, against theft, vandalism, weather, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

**2.2.16 Monthly Progress Reports.** CM shall record the progress of the Project. CM shall submit written monthly progress reports to the Village and the Architect including information on the Trade Contractors' work, the percentage of completion, current estimating, computerized updated monthly "Critical Path Method" scheduling and project accounting reports, including estimated time to completion and estimated cost to complete. CM shall keep a daily log available to the Village and the Architect. CM shall report and record such additional information related to construction as may be requested by the Village.

**2.2.17 Hazardous Materials Disposal.** The Construction Manager shall be responsible for the coordination of removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Handling and removal will be performed, if necessary, under separate contract with Village. However, hazardous material, described by federal guidelines brought onsite by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the Construction Documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the

Guaranteed Maximum Price for any additional costs incurred. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

**2.2.18 Funding Agreements.** Construction Manager shall comply with all requirements of funding agreements which apply to all or a part of the Work including preparing such reports and making such certifications and representations as may be required by Village.

### **ARTICLE 3**

#### **ADDITIONAL SERVICES**

Upon the mutual agreement of the Village and the Construction Manager, and upon written authorization from the Village, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by the Village and the Construction Manager at the time of the additional service request.

### **ARTICLE 4**

#### **VILLAGE'S RESPONSIBILITIES**

**4.1 Village's Representative.** The Village will designate a representative to act on its behalf (the Village's Representative) for the Project. This representative, or his/her designee, will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Village in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

**4.2 Inspector.** The Village may retain or require the Construction Manager to retain a "threshold building" special inspector, if required by Chapter 553, Florida Statutes. All services provided by the special inspector shall be paid by the Construction Manager.

**4.3 Review of CM Deliverables.** The Village will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables within a reasonable time.

### **ARTICLE 5**

#### **SCHEDULE**

**5.1 Preconstruction Phase.** The Construction Manager shall submit the pre-construction reports required under Article 2 hereof within 14 days following completion of each applicable design phase and the Guaranteed Maximum Price proposal within 45 days after the Construction Documents have been made available to the Construction Manager.

**5.2 Construction Phase.** The number of days for performance of the Work under the construction phase of the Project shall be established in the Guaranteed Maximum Price Amendment to this Contract.



**5.3 Critical Dates Established.** At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, a project substantial completion date, a project final completion date and a Village occupancy date in accordance with the Master Project Schedule, shall also be established by the Construction Team for the Project. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Village occupancy date for the Project. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved Master Project Schedule will result in substantial damages to the Village. Liquidated Damages as provided for in the GMP Amendment shall be assessed at a rate to be determined by the Village.

**5.4 Acceleration of Schedule.** In the event the Village desires to accelerate the schedule for any portion of the Work, the Village shall notify the Construction Manager in writing. As soon as possible but not later than 21 days after the Village request, the Construction Manager shall give the Village a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. The Village may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved change order. In such event the Village shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Village's approval of such records.

**5.5 Use or Occupancy Ahead of Schedule.** The Village shall have the right to occupy, or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Village in writing and the use or occupancy will be treated as a change to the Work in accordance with Article 9 herein.

## **ARTICLE 6**

### **GUARANTEED MAXIMUM PRICE**

**6.1 GMP.** The GMP includes the Cost of the Work required by the Contract as defined in Article 8 of this Contract, and the Construction Manager's lump sum fee as defined in Paragraph 6.4 of this Contract. The GMP for the Project will be established based on Construction Documents prepared by the Architect. The GMP is subject to modification for Village changes in the Work as provided in Article 9, herein.

**6.2 Taxes.** The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

**6.3 Construction Contingency.** In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this Contingency prior to the release of funds by the Village. Documentation for use of the Contingency shall be determined by the Village. If trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the Contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the Contingency, however such events shall not be cause to increase the GMP. The Contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) documented scope gaps between trade contractors unless

work is shown on drawings, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate and (4) unforeseen field conditions. The Contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager may perform that portion of the Work if agreed to by Village or may negotiate for its performance for the specified line item lump sum amount or less.

**6.4 CM Fee.** Construction Manager's Fee during the Construction Phase includes the following:

**6.4.1** The cost of its home or branch office employees or consultants not at the project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

**6.4.2** The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

**6.4.3** General operating expenses of the Construction Manager's principal and branch offices, other than the field office.

**6.4.4** Construction Manager's capital expenses.

**6.4.5** Overhead and profit.

**6.4.6** All costs for computers, networks, wiring of networks, printers, support, software including project management software system for the Project, e.g., Pro-Log, including fees to have the Architect, the Village and Subcontractors part of the system.

**6.4.7** Travel and per diem costs of Construction Manager's employees and consultants if calculated in accordance with F.S. 112.061.

**6.4.8** Those services set forth in Article 2.2

**6.4.9** Expenses such as internet service fees, long distance telephone calls, telephone, water, and electrical service at the Construction Manager's field office at the site, postage, office supplies, expressage, and similar items in connection with the Work.

**6.4.10** Cost of equipment such as field office typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, trailers, vehicles and furniture used, purchased or rented by the Construction Manager, including costs of installation, permits, installation of utilities, utility consumption charges, mobilization, storage and demobilization.

**6.4.11** All costs for water for office personnel, coffee and other provisions for office complex, lunches for meetings and miscellaneous jobsite expenses.

**6.4.12** All costs for Construction Manager staff, Architect staff, Village's Representative's staff and visitors for hardhats, vests, and safety glasses.



**6.4.13** Direct project overhead incurred at the jobsite for control, supervision and administration of the Work that is not otherwise a Cost of the Work.

**6.4.14** All costs for weekly cleaning the Construction Manager site office complex as well as the site office complex of Architect and other consultants.

**6.5 Payment Requests.** Request for compensation for services shall be submitted in detail as requested by Village in order to approve the fee.

**6.6 Certification.** By submitting payment requests to Village, the Construction Manager certifies that all factual unit costs supporting the fees allowable under this Contract are accurate, complete and current at the time of submission; and that any other factual unit costs that may be furnished to the Village in the future to support any additional fees that may be authorized will also be accurate, complete, reasonable. The fees allowable under this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any sums by which the Village determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

**6.7 No Inconsistent Positions.** The Construction Manager's role in providing preconstruction services has allowed/caused the Construction Manager to formulate positions with respect to specific scope of work and contract interpretation issues. In that the Construction Manager is familiar with aspects of the scope of work and the Contract for the Project during the preconstruction phase, the Construction Manager agrees not to request an increase in the GMP for any substantially similar issue based upon a theory of recovery which is inconsistent with written advice or consultation previously discussed pursuant to the aforesaid preconstruction services.

**6.8 GMP Adjustments.** Adjustments to the GMP will be made as described in the General Conditions to the Contract.

**6.9 No Overhead and Profit on Construction Contingency.** When summarizing the cost of the GMP, the overhead and profit factor shall not be calculated on the Construction Contingency nor will the Construction Manager be due any additional overhead and profit on the use of the Construction Contingency.

**6.10 Cost Savings.** All cost savings for the not-to-exceed value of the GMP shall be returned to the Village as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work, or at such earlier time as agreed to by the Village and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the expended portions of the documented Construction Manager's Fee, the Construction Contingency balance and the actual expenditures representing the "Cost of the Work" as defined in Article 8 herein. Liquidated Damages, if any, are different from, and are not a part of, this calculation.

## **ARTICLE 7**

### **PAYMENTS TO CONSTRUCTION MANAGER**

**7.1 Payments.** In consideration of the performance of the Contract, the Village agrees to pay the Construction Manager, as compensation for its services an amount as set forth below:

**7.1.1 Pre-Construction.** For preconstruction services, the total sum amount listed below for such services, the Preconstruction Services Fee which will be paid to Construction Manager in installments at the satisfactory completion of the following phases:

|                          |        |
|--------------------------|--------|
| Program Estimate:        | \$ TBD |
| 100% Schematic Design:   | \$ TBD |
| 100% Design Development: | \$ TBD |
| 50% Const. Docs:         | \$ TBD |
| Accepted GMP:            | \$ TBD |
| Total:                   | \$ TBD |

**7.1.2 Construction.** Upon acceptance of the GMP for the Project, the amount established in the GMP Amendment to this Contract, which includes the "Construction Manager's Fee" as described in Paragraph 6.4 and the "Cost of the Work" as described in Article 8, is to be paid monthly as described in the Contract. The overhead and the profit lump sum included in the GMP will be paid proportionally on a percent complete basis of the Work in place, less retainage.

If Work is authorized only for a part of the Project, the overhead and profit fee shall be proportionate to the amount of Work authorized.

The Construction Manager's Fee shall be paid in equal monthly payments based upon the duration of construction.

**7.1.2.1 Payment of Trade Contractors.** Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice. As required by Section 218.735, F.S., within ten (10) working days from receipt of payment from the Village, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner consistent with Florida Statutes.

**7.1.3 Pay Applications.** Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions of the Contract and submitted in detail sufficient for a proper audit thereof.

## **ARTICLE 8**

### **COST OF THE WORK**

**8.1 Definition.** The term "Cost of the Work" shall mean costs including "general conditions" costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 6.4, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" as used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social



security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.

**8.2** Cost Items. Cost of the Work includes and is limited to actual expenditure for the following cost items:

**8.2.1** Subject to prior approval by the Village, wages paid for labor in the direct employ of the Construction Manager, other than those provided under Paragraph 6.4 herein as a part of the Construction Manager's Fee, in the performance of the Work.

**8.2.2** The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof. At the Village's sole discretion, the Village may make payment for materials, supplies and/or equipment stored off-site and bonded.

**8.2.3** Payments made by the Construction Manager to Trade Contractors for their work performed pursuant to trade contracts with the Construction Manager.

**8.2.4** Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Village.

**8.2.5** Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

**8.2.6** Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

**8.2.7** Cost of removal and disposal of all debris including clean-up and trash removal, not including Construction Manager's office trailers.

**8.2.8** Cost incurred due to an emergency affecting the safety of persons and/or property.

**8.2.9** Subject to prior written approval by Village, legal costs reasonably and properly resulting from prosecution of the Work for the Village; provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Village or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

**8.2.10** Cost of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage, not including Construction Manager's office trailers.

**8.2.11** Cost of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

**8.2.12** Cost of watchmen or similar security services.

**8.2.13** Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

**8.2.14** Cost of preparation of shop drawings, coordination plans, or as-built documents not included in trade contracts.

**8.2.15** All costs for reproduction of documents to directly benefit the Work.

**8.2.16** Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 6.4, herein.

**8.2.17** Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities not owned by the workmen which are employed or consumed in the performance of the Work, not including job site offices.

**8.2.18** Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, not including job site office equipment.

**8.2.19** Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

**8.3 Defective Work.** No costs shall be paid to the Construction Manager for any expense related to correcting defective workmanship or work not in conformance with the plans or specifications.

**8.4 Costs Not Reimbursable.** Except as otherwise expressly approved by the Village or otherwise permitted under the Contract Documents, costs, expenses, and fees Construction Manager incurs in connection with the following will not be Cost of the Work, and no payment will be made by Village in connection therewith:

1. Home and branch office overhead and general expenses of Construction Manager, except as may be expressly included as a Cost of the Work in accordance with Section 8.2;
2. Expenses (including interest) of Construction Manager's capital employed for the Project;
3. Professional or business licenses of Construction Manager or any Subcontractor;
4. Except as directly applicable for performance of the Work hereunder, amounts required to be paid by Construction Manager for federal, state or local income or franchise taxes, sales, use, or gross receipts tax, payroll taxes and state, county and municipal taxes, and fees;
5. Costs of repairing or replacing damaged Work that is caused by Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable;
6. Cost to repair or replace defective Work resulting from the failure of Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable to perform the Work in accordance with the Contract Documents;
7. Costs of warranty Work;
8. Premiums for payment and performance bonds obtained by Subcontractors and Sub-subcontractors and not approved by the Village;



9. Costs incurred to the extent that such costs result in the GMP being exceeded;
10. Costs to persuade employees to join, or not to join, any trade union or other association of organized labor or political activity;
11. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal offices or other than the site office, except as expressly included as a Cost of the Work in accordance with Section 8.2;
12. Any other costs or expenses not specifically included as a Cost of the Work under Section 8.2 hereof; and
13. Any and all costs already included under Section 6.4.

**8.5 Cost Recovery.** Whenever Construction Manager has been paid, as a Cost of the Work, amounts that are recoverable from any other source (e.g., a Subcontractor, its insurer or other third parties), Construction Manager must diligently pursue such recovery and must credit the Village with any amounts recovered (less Construction Manager's attorneys' fees and other costs of collection).

**8.6 Credits against Costs.** The Village will be entitled to a credit for all unused equipment and materials for which Construction Manager has been compensated as a Cost of the Work for the greater of (a) the market value of the unused equipment and materials (in Palm Beach County, Florida) or (b) the salvage value of such equipment or materials, unless the Village elects by providing Construction Manager notice of Village's intent to retain such unused equipment and materials. With respect to any equipment rented to the Project for which Village has paid as a Cost of the Work, an amount equal to the market value of such equipment, Village will be entitled to a credit for the greater of (a) depreciated market value of the equipment (in Palm Beach County, Florida) following completion of its use on the Project or (b) the salvage value of such equipment.

## **ARTICLE 9**

### **CHANGES IN THE WORK**

The Village, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no changes in the Work without the prior written approval of the Village.

## **ARTICLE 10**

### **DISCOUNTS**

All quantity discounts shall accrue to the Village. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Village.

## **ARTICLE 11**

## **INSURANCE**

The Construction Manager shall provide insurance as required by the General Conditions of the Contract and, as required and further described in the General Conditions, name the Village as an additional insured.

## **ARTICLE 12**

### **PERIOD OF SERVICE**

The period of service and contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all phases of the Work for the Project, unless otherwise terminated as provided for in the Contract.

## **ARTICLE 13**

### **INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Village contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Construction Manager, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the Village and receiving Village funds shall fully cooperate with the Inspector General including receiving access to records relating to any bid, proposal, or any resulting contract.

## **ARTICLE 14**

### **SCRUTINIZED COMPANIES**

**14.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Construction Manager is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Village.

**14.2** When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.



**14.3** If the Village determines, using credible information available to the public, that a false certification has been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

## **ARTICLE 15**

### **NON-DISCRIMINATION**

The Village is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

## **ARTICLE 16**

### **COUNTERPARTS**

This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

**IN WITNESS WHEREOF**, Owner and Construction Manager have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

CONSTRUCTION MANAGER:

*(Signature)* \_\_\_\_\_

*(Printed Name)* \_\_\_\_\_

*(Title)* \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_  
OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_\_ of \_\_\_\_\_, 2022 by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

*(Notary Signature)* \_\_\_\_\_

*(Printed Name)* \_\_\_\_\_

*(Title)* \_\_\_\_\_

*(Serial #, if applicable)* \_\_\_\_\_

*(Seal)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*



VILLAGE:

By: \_\_\_\_\_

Title: \_\_\_\_\_ Mayor \_\_\_\_\_

Attest: \_\_\_\_\_

(Seal)

Title: \_\_\_\_\_ Village Clerk \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Title: \_\_\_\_\_ Village Attorney \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_ 226 Cypress Lane \_\_\_\_\_

\_\_\_\_\_ Palm Springs FL, 33461 \_\_\_\_\_

**CONTRACT EXHIBIT A  
GENERAL CONDITIONS**



**VILLAGE OF PALM SPRINGS**

**CONSTRUCTION MANAGER AT RISK SERVICES**

**CONTRACT CONDITIONS**

**GENERAL CONDITIONS**

**GENERAL CONDITIONS  
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APPENDIX A

## GENERAL CONDITIONS

### GC 1 EFFECTIVE DATE/ENTIRE AGREEMENT

1.1 This Contract is expressly contingent upon the approval of the Village of Palm Springs Council and shall become effective only when signed by all parties and upon the approval of the Village of Palm Springs Council.

1.2 This Contract (which consists of the Contract Documents and the Construction Documents) embodies the entire agreement between the Village and the Construction Manager and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

### GC 2 INDEPENDENT CONTRACTOR

2.1 Construction Manager represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work.

2.2 Construction Manager shall act as an independent contractor and not as the agent of the Village in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Construction Manager shall create any contractual relationship between any such supplier or subcontractor and Village. Construction Manager shall perform all Work in accordance with its own methods subject to compliance with the Contract. Construction Manager represents that all subcontractors' agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Village is an intended express third-party beneficiary of any such subcontract.

2.3 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract.

### GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Construction Manager shall designate a competent, authorized representative acceptable to the Village to represent and act for Construction Manager and shall inform the Village in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Construction Manager and shall specify any and all limitations of such authority ("CM's Authorized Representative"). At the Preconstruction Conference, Construction Manager shall provide resumes of key personnel for Village's approval. Construction Manager shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Village shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Village will designate an authorized representative who will have limited authority to act for the Village. The Village will notify the Construction Manager in writing of the name of such representative(s) ("Village's Authorized Representative"). The Village's Authorized Representative will be a member of the Village's Public Service Department. Facility Users (as that term is defined in SC2 of the Special Conditions) are not authorized Village representatives. Any work performed by the Construction Manager without proper authorization or at the sole direction of a User, is performed at the



Construction Manager's risk, and the Village shall have no obligation to compensate the Construction Manager for such work. The Village has the right to assign various responsibilities of the Village to the Village's Architect/Engineer of Record and can do so at any time during the duration of this Contract with written notice to the Construction Manager. The Construction Manager agrees to cooperate with Village's Architect/Engineer.

3.2 The Construction Manager's Authorized Representative, qualifying agents, project managers, superintendents and supervisors are all subject to prior and continuous approval of the Village. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason, or no reason at all, unacceptable to the Village, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Village at no additional cost to the Village.

#### GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite or by certified mail to that party at the addresses shown below:

|        |                                                                                                              |
|--------|--------------------------------------------------------------------------------------------------------------|
| OWNER: | VILLAGE OF PALM SPRINGS<br>226 Cypress Lane<br>Palm Springs, FL 33461- 1604<br>Attn: Kim Wynn, Village Clerk |
|--------|--------------------------------------------------------------------------------------------------------------|

|                       |                                |
|-----------------------|--------------------------------|
| CONSTRUCTION MANAGER: | (To be Identified After Award) |
|-----------------------|--------------------------------|

4.2 These addresses may be changed by either of the parties by written notice to the other.

#### GC 5 LAWS AND REGULATIONS

5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Village in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Village as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Village who will issue such instructions as may be necessary.

5.4 However, it shall not be grounds for a change order that the Construction Manager was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

5.5 Village shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency.

#### GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract

shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Village will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract.

#### **GC 7 CODE RELATED INSPECTIONS**

7.1 The Construction Manager recognizes that the Village of Palm Springs Department of Planning, Zoning, and Building (PZ&B) is a separate department within the Village that is charged with the inspection of improvements to real property for code compliance. If the improvements to be made by the Construction Manager pursuant to this Contract will be subject to inspection by PZ&B, the Construction Manager agrees that it will not assert, as a Village caused delay or as a defense of any delay on the part of the Construction Manager, any good faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Construction Manager's Work.

#### **GC 8 GOVERNING LAW**

8.1 The Contract shall be governed by the laws of the State of Florida and venue of any action shall be in Palm Beach County, Florida.

#### **GC 9 RIGHTS AND REMEDIES; NO THIRD-PARTY BENEFICIARIES**

9.1 The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or in equity or by statute or otherwise.

9.2 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract.

#### **GC 10 COMMERCIAL ACTIVITIES**

10.1 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Village. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

#### **GC 11 COOPERATION WITH OTHERS**

11.1 Village and other contractors and subcontractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Village, Village's Authorized Representative, and other contractors to avoid any delay or hindrance of their Work. Village may require that certain facilities be used concurrently by Construction Manager and other parties and Construction Manager shall comply with such requirements.

11.2 If any part of the Construction Manager's Work depends on proper execution or results from any work performed by the Village or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Village any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Village's separate contractor's work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill- timed work of others shall be borne by the Construction Manager unless Construction Manager gives

written notice to Village, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall the Village be liable to the Construction Manager for delay damages.

#### GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Construction Manager and Village during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Village (or Village's Authorized Representative). Village reserves the right to modify these forms as it deems necessary. Construction Manager shall maintain logs for Items A-K and provide to Village monthly.

- A. Request for Information
- B. Field Instruction
- C. Construction Change Proposal
- D. Change Order
- E. Construction Change Directive
- F. Submittal Transmittal
- G. Deficiency Report
- H. Non-Conformance Report
- I. Construction Manager's Daily Report
- J. Substitution Request Form
- K. Contingency Use Directive

12.2 The above listed forms are attached as Appendix A to these General Conditions.

#### GC 13 PUBLICITY AND ADVERTISING

13.1 Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Village.

#### GC 14 TAXES

14.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provisions of this section shall survive the termination or expiration of this Contract.

#### GC 15 FEES

15.1 Village will be responsible for fees associated with this Project: utility connection fees, utility installation fees (including FPL), and water meter charges except for fees/permits associated with Construction Manager mobilization which have not been waived by Village. Construction Manager shall advise Village ten (10) days in advance of requirement for any fee amount. There are no impact fees associated with this Project.

#### GC 16 UTILITIES

16.1 The Construction Manager, at its expense, shall arrange for, develop, and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Construction Manager and shall include, but not be limited to, the following:



- A. Public telephone service for the Construction Manager's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

16.2 Prior to final acceptance of the Work the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Village will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

#### GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Village and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Construction Manager shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without the prior written consent of the Village and concurred to by the sureties.

#### GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

18.1 The Village shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Construction Manager involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

#### GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed all general and specific details on the drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, have been either corrected or clarified prior to execution of the GMP Amendment to the Contract. Construction Manager warrants that the GMP includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.

19.2 The Construction Manager represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Construction Manager's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.

#### GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Construction Manager shall provide the Village with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Construction Manager shall notify the Village, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change and the cost and time associated with the change, if any. Failure to provide such notice within thirty (30) days shall be a complete waiver by the Construction Manager of all additional cost and time, and the Construction Manager shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall the Construction Manager recover delay or consequential damages.

20.2 The Construction Manager shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Village of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Construction Manager shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. Construction Manager shall maintain at the site of the work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Village, as well as all trades performing at the Project, access thereto.

#### GC 21 CONTRACT INTERPRETATION

21.1 All claims of Construction Manager and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately in writing to Village for resolution. Village, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Construction Manager files a written protest pursuant to GC 22 "DISPUTES". The Construction Manager's protest shall state clearly and in detail the basis thereof. Village will consider Construction Manager's protest and render its decision thereon within twenty-one (21) calendar days. If Construction Manager does not agree with the Village's decision, the Construction Manager shall immediately deliver written notice to that effect to the Village.

21.2 Construction Manager is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Construction Manager's failure to protest Village's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

#### GC 22 DISPUTES

22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Village or Village's representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Village or Village's representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Village or its representatives who shall reduce such decision to writing. The decision of the Village or its representatives shall be final and conclusive. Construction Manager's failure to protest Village's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

22.2 If a dispute arises out of or relates to this contract, or the alleged breach thereof, the parties agree first to try in good faith to settle the dispute through good faith negotiation. If the matter is not resolved through negotiation, the parties agree to submit the matter to mediation before resorting to arbitration or litigation. Mediation shall be conducted by a mutually agreed-upon certified mediator, with each party to share equally in the costs.

22.3 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Construction Manager from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

#### GC 23 SUSPENSION

23.1 Village may, at its sole option, decide to suspend at any time the performance of all or any portion of Work to be performed under the Contract. Construction Manager will be notified of such decision by Village in writing. Such notice of suspension of Work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such notice, Construction Manager shall, unless the notice requires otherwise:

1. immediately discontinue Work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Village, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. continue to protect and maintain the Work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 As full compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of Work:

1. A standby charge to be paid to Construction Manager during the period of suspension of Work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and
4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

23.2 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of a Village suspension. Upon receipt of notice to resume suspended work, Construction Manager shall immediately resume performance of the suspended Work to the extent required in the notice. Any claim on the part of Construction Manager for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume Work and Construction Manager shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Construction Manager's non-compliance with the requirements of this Contract.

#### GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Construction Manager to supply enough properly skilled workers or material, or to make prompt payment to subcontractors or for materials or labor or to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any way with the Contract, shall be sufficient grounds for the Village to find the Construction Manager in substantial default and that sufficient cause exists to terminate the Contract and to withhold payment or any part thereof until the cause or causes giving rise to the default have been eliminated by the Construction Manager and approved by the Village. If a finding of default is made, the Construction Manager and its surety shall remain responsible for performance of the requirements of the Contract unless and until the Village terminates the Contract. Upon a finding of default, the Village shall set a reasonable time within which the Construction Manager and its surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Village shall notify the Construction Manager and its surety in writing that the default has been corrected and that the Construction Manager is no longer in default. If the Construction Manager fails to



correct the default within the time allowed, the Village may terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager or its surety.

#### GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligations under this Contract if it:

- A. Performs work which fails to conform to the requirements of this Contract;
- B. Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- C. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
- D. Fails to fulfill any of the terms of this Contract.

25.2 Upon the occurrence of any of the foregoing, Village or its authorized representatives shall notify Construction Manager in writing of the nature of the failure and of Village's intention to either terminate the Contract for default, or to declare the Construction Manager to be in default and make demand upon its surety to perform, at its sole option.

25.3 If Construction Manager or its surety(ies) does not commence to cure such failure within three (3) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its surety(ies) fails to provide satisfactory evidence that such default will be corrected, Village may, without notice to Construction Manager's surety(ies), if any, terminate in whole or in part Construction Manager's right to proceed with Work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Village may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.

25.4 Construction Manager and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.

25.5 Upon termination for default Construction Manager shall:

- A. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;
- B. inventory, maintain and turn over to Village all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Village for performance of Work;
- C. promptly obtain cancellation upon terms satisfactory to Village of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Village as directed;
- D. cooperate with Village in the transfer of information and disposition of Work in progress so as to mitigate damages;
- E. comply with other reasonable requests from Village regarding the terminated Work; and
- F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

25.6 If, upon termination pursuant to this clause, it is determined for any reason that Construction Manager was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "TERMINATION FOR CONVENIENCE".

#### GC 26 TERMINATION FOR CONVENIENCE

26.1 Village may, at its option, terminate the Contract, in whole or in part at any time for any reason or for no reason by giving ten (10) business days written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the termination for convenience, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Construction Manager, Village shall pay Construction Manager in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Construction Manager and its surety shall, unless the notice requires otherwise:
  - 1. Immediately discontinue Work on the date and to the extent specified in the notice;
  - 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
  - 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Village of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Village those orders and subcontracts and revoke agreements specified in such notice;
  - 4. The Construction Manager agrees to assign all subcontracts required for performance of this Contract to the Village;
  - 5. The Construction Manager shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their subcontract to the Village;
  - 6. Assist Village, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Village under the Contract; and
  - 7. Complete performance of any Work which is not terminated.
- B. Upon any such termination, Village will pay to Construction Manager an amount determined in accordance with the following (without duplication of any item):
  - 1. All amounts due and not previously paid to Construction Manager for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.
  - 2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subparagraph A.3. above.
  - 3. Any other reasonable costs which can be verified to be incidental to such termination of Work.

26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed to date of termination by Construction Manager.

26.3 Construction Manager shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein. Village shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

## GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Construction Manager's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Construction Manager or its subcontractors, or by changes ordered in the Work and in either event where such delay or change in the Work impacts the Critical Path, then the Contract time shall be extended by Change Order as determined by the Village.

27.2 The Construction Manager must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Construction Manager and a denial of the claim for extension of time:

- A. Nature of the delay or change in the Work;
- B. Dates of commencement/cessation of the delay or change in the Work;
- C. Activities on the progress schedule current as of the time of the delay or change in the Work affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in Work impacts the Critical Path (submittal of CPM schedule);
- E. Identification of the source of delay or change in the Work;
- F. Anticipated impact extent of the delay or change in the Work; and
- G. Recommended action to minimize the delay.

27.2.1 The Construction Manager acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

- A. All schedule updates, submittals and other requirements of this General Condition have been met;
- B. The delay must be beyond the control of the Construction Manager and subcontractors and due to no direct or indirect fault of the Construction Manager;
- C. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;
- D. The schedule must clearly display that the Construction Manager has used, in full, all the float time, except for Village initiated changes. Float time is not for the exclusive use of either the Construction Manager or the Village; and
- E. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.3 The Village's determination as to the total number of days of contract extension will be based upon the computer produced construction schedule current at the time of the delay event.

27.4 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Village in writing within twenty-four hours (24) after the commencement of such delay or 96 hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Construction Manager shall provide in writing the information stated above.

27.5 The Construction Manager shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the Work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay



Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Construction Manager hereby affirms that the extension of time granted herein is the Construction Manager's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Construction Manager as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay be avoidable or unavoidable.

27.6 For all changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Village the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work and the Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager and a denial of any time extension for that change in the Work. Further, upon execution by the Village and Construction Manager of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that Work, or any Work impacted by the change.

## GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with construction drawings and specifications.

28.2 Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. In the event that the Village assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Village has exclusive use of the area. If the Village does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from the Village of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to Village.

28.4 Pursuant to Section 558.005(1), Village and Construction Manager agree that the provisions of Florida Statute Chapter 558 (governing construction dispute resolution) shall not apply to this Contract. Disputes under this Contract shall be governed by GC 22, above.

28.5 Construction Manager warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary redesign, repair, replacement and tests, Village may perform or cause to be performed the same at Construction Manager's expense.

Construction Manager shall perform such tests as Village may require verification that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager.

28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by FAX or email) notice from the Village. If the

Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective, then the Village may remedy or replace the defective or deficient Work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Village for remedying the defects. If the Village is not paid within ten (10) calendar days, the Village may pursue any and all legal or equitable remedies it may have against the Construction Manager.

28.7 The Construction Manager is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Construction Manager is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Village agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Construction Manager of its responsibility.

28.8 The terms of this section shall not modify, restrict or limit the Village's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet Contract obligations. This section shall not relieve the Construction Manager of its responsibilities for the performance of the original work in accordance with the requirements of the Contract Documents and will not limit the Village's remedies at law, in equity or under Contract.

Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Construction Manager's warranties (express or implied), Construction Manager's performance, or Construction Manager's duties and liabilities under the Contract Documents and the warranties therein and shall not limit or restrict the Village's remedies or damages at law, in equity, or under contract.

28.9 Construction Manager and its surety or sureties shall be liable for the satisfaction and full performance of the Contract Documents and the warranties therein and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to the Contract Documents and this general condition.

28.10 The provisions of this section shall survive the termination or expiration of this Contract.

#### GC 29 PATENT INDEMNITY

29.1 Construction Manager hereby indemnifies and shall defend and hold Village and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Village and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract.

29.2 Construction Manager shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Village or its representatives; provided that Village or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Village or Village's representatives. Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

29.3 This section shall survive the termination or expiration of this Contract.

### GC 30 INDEMNITY

30.1 Construction Manager shall indemnify and hold harmless the Village and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.2 To the extent permitted by, and in accordance with, F.S. 725.06, Construction Manager further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.3 To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the "persons employed or utilized by the Construction Manager" shall be construed to include, but not be limited to, the Construction Manager, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Construction Manager.

30.4 The indemnification provisions of this section shall survive termination or expiration of this Contract.

30.5 The Construction Manager's indemnity and hold harmless obligations hereunder shall extend to all claims against the Village by any third-party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

30.6 If any provision(s), or portion(s) of a provision(s) of this Section or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

### GC 31 INSURANCE

31.1 General Requirements. Unless otherwise specified in this Contract or granted by Village's Risk Management Department, the Construction Manager shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract or the performance of Work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Construction Manager shall deliver to Village certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by Village and prior to commencement of Work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as Village's approval of insurance coverage to be maintained by Construction Manager are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the Contract.

31.2 Commercial General Liability. Construction Manager shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest



including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis.

31.3 Business Automobile Liability. Construction Manager shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Construction Manager not own any automobiles, the business auto liability requirement shall be amended to allow the Construction Manager to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

31.4 Worker's Compensation & Employer's Liability. Construction Manager shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any Work is sublet, Construction Manager shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Construction Manager's Worker's Compensation insurance policy. Construction Manager agrees this coverage shall be provided on a primary basis.

31.5 Additional Required Insurance. The Construction Manager shall agree to maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of equipment for which each insurance coverage described below have been designed specifically to provide coverage for:

31.5.1 Not Used.

31.5.2 Not Used.

31.5.3 Builder's Risk. With respect to any of the Work involving the construction of real property (buildings and improvements other than buildings) during the construction Project, the Construction Manager shall maintain Builders Risk insurance providing coverage for the entire Work at the Project site and will also cover portions of Work located away from the site but intended for use at the site, and will also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$10,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Construction Manager shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the Village has any property interest in the Project, or until Construction Manager and Village mutually consent to the termination, whichever occurs first. The Construction Manager agrees and understands the Village shall not provide any Builder's Risk insurance on behalf of Construction Manager for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Construction Manager.

The Construction Manager shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation on all perils with the exception of projects with a value of less than \$2,000,000, the Village will be responsible for the deductible (up to \$25,000) for losses of any Act of God.

#### 31.5.4 Not Used.

31.6 Satisfying Limits under an Umbrella Policy. If necessary, the Construction Manager may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Village shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

31.7 Additional Insured. The Construction Manager agrees to endorse the Village and the Architect/Engineer as an Additional Insured on each insurance policies required to be maintained by the Construction Manager, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for pollution, builder's risk, or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Construction Manager. The endorsement shall read "Village of Palm Springs". The Construction Manager shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.8 Loss Payee. The Construction Manager shall agree to endorse the Village as a Loss Payee on the Builder's Risk Insurance, when required to be maintained by the Construction Manager. The Loss Payee endorsement shall read "Village of Palm Springs". Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Construction Manager shall agree the Loss Payee endorsement provides coverage on a primary basis.

31.9 Waiver of Subrogation. The Construction Manager shall agree by entering into this Contract to a Waiver of Subrogation for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Construction Manager shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

31.10 Right to Review & Adjust. The Construction Manager shall agree, notwithstanding the foregoing, the Village, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the Village reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, Village shall provide Construction Manager written notice of such adjusted limits, and Construction Manager shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

31.11 No Representation of Coverage Adequacy. The coverages and limits identified in the table have been determined to protect primarily interests of the Village only, and the Construction Manager agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Construction Manager against any loss exposures, whether as a result of the construction Project or otherwise.

31.12 Certificate of Insurance. Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the certificate.

In the event the Village is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Construction Manager shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Construction Manager shall agree not continue to work pursuant to this Contract unless all required insurance remains in effect. The Village shall have the right, but not the obligation, of prohibiting Construction Manager or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Village. The Village reserves the right to withhold payment, but not the obligation, to Construction Manager until coverage is reinstated. If the Construction Manager fails to maintain the insurance as set forth herein, the Village shall have the right, but not the obligation, to purchase said insurance at Construction Manager's expense.

#### ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify the Village of Palm Springs, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate Project name and Project Task Order Number to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, ten (10) day for non-payment.
4. Evidence of renewal coverage must be provided at least thirty (30) days in advance of any policy that may expire during the term of this Contract.
5. Shall clearly identify the Village of Palm Springs endorsed as a Loss Payee on the Builder's Risk and any Inland Marine coverages.
6. Construction Manager shall provide a certificate of insurance with respect to each required policy to be provided under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. Certificates need to show the following as Certificate Holder.

Village of Palm Springs  
226 Cypress Lane  
Palm Springs Fl. 33461-1604

7. Construction Manager shall deliver original Certificate(s) of Insurance to the following:

Village of Palm Springs  
c/o Kim Wynn, Village Clerk  
226 Cypress Lane  
Palm Springs Fl. 33461-1604



8. Renewal Policies - The Construction Manager shall promptly deliver to Village a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to Village and to Gehring Group not less than five (5) business days before to the expiration date of any policy.

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Construction Manager shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

31.14 Subcontractor's Insurance. The Construction Manager shall agree to cause each subcontractor employed by Construction Manager to purchase and maintain insurance of the type specified herein, unless the Construction Manager's insurance provides coverage on behalf of the subcontractor. When requested by the Village, the Construction Manager shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

31.15 Insurance Coverage & Limit Table. The Construction Manager shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Limit Table below:

| INSURANCE COVERAGE & LIMIT TABLE                                                          |                               |
|-------------------------------------------------------------------------------------------|-------------------------------|
| TYPE OF COVERAGE                                                                          | COVERAGE AMOUNTS              |
| <u><b>COMMERCIAL GENERAL LIABILITY:</b></u><br>Limit of Liability not less than:          | \$2,000,000<br>per occurrence |
| Additional Insured endorsement required:                                                  | Yes                           |
| <u><b>COMPREHENSIVE AUTO LIABILITY:</b></u><br>Limit of Liability not less than:          | \$1,000,000<br>per occurrence |
| <u><b>WORKERS COMPENSATION &amp; EMPLOYER'S LIABILITY:</b></u><br>Coverage not less than: | Statutory                     |
| Employers Liability Limits:                                                               | \$100/500/100                 |
| <u><b>AUTOMOBILE LIABILITY:</b></u><br>Limit of Liability not less than:                  | \$1,000,000<br>per occurrence |
| Additional Insured endorsement required:                                                  | Yes                           |
| <u><b>UMBRELLA / EXCESS LIABILITY:</b></u><br>Limit of Liability not less than:           | \$1,000,000<br>per occurrence |
| General Aggregate                                                                         | \$5,000,000                   |
| Additional Insured endorsement required:                                                  | Yes                           |

| INSURANCE COVERAGE & LIMIT TABLE                                                                                                                                                                                                                                                                                          |                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b><u>BUILDERS RISK (if provided by CM):</u></b><br>Limit not less than:<br><br>Endorsement to waive coverage termination from Occupancy Clause.<br><br>Endorsement cover until final acceptance of the Project by Certificate of Occupancy by the Village.<br><br>Additional Insured & Loss Payee endorsements required: | 100% of the completed total insurable value of the Project.<br><br>Yes<br><br><br>Yes<br><br><br>Yes |
| <b><u>POLLUTION LIABILITY:</u></b><br>Limit not less than:<br><br><br>General Aggregate<br><br>Additional Insured endorsements required:                                                                                                                                                                                  | \$1,000,000 per occurrence<br><br><br>\$2,000,000<br><br>Yes                                         |

#### GC 32 SITE CONDITIONS

32.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor; familiarity with local and regional market and industry conditions including labor skill level and availability, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and the Village, physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental Study and Report, or other documentation made available to the Construction Manager, subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Construction Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Documents, then notice shall be given to the Village promptly before conditions are disturbed. Should it be determined that such conditions exist and if they differ materially and cause an increase or decrease in the cost of the work, the CM will receive an equitable adjustment in the GMP or Contract time, or both in accordance with GC 65.

#### GC 33 NOT USED

#### GC 34 ACCESS TO WORK AREAS

34.1 Village, and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Construction Manager. Construction Manager shall also arrange for Village, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Construction Manager's accesses to the site and storage areas shall be as shown on the plans and as designated by the Village. Access routes may also be used by Village employees, the public and other Construction Managers. No other access points shall be allowed unless approved by the Village. All Construction Manager traffic authorized to enter the site shall be experienced in the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

#### GC 35 INGRESS AND EGRESS

35.1 Construction Manager's access to the work area will be permitted only through approaches which will be designated by Village, and then only in such manner that Construction Manager's traffic will not interfere with Village's operations. Construction Manager shall, at all times, maintain free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

#### GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after award of this Contract and prior to commencing any Work, a pre-construction conference will be arranged by the Village. In attendance at said conference will be Village and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established.

#### GC 37 MEETINGS

37.1 The Construction Manager shall, at its expense, as requested by Village, attend any and all meetings called by Village to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Village with typed minutes of each meeting distributed to all attendees.

#### GC 38 NOT USED

#### GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Construction Manager shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Village's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Construction Manager at its expense.

#### GC 40 WORK AREA

40.1 All Construction Manager's work areas on the jobsite will be assigned by Village. Construction Manager shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Construction Manager shall provide a temporary office on the site of the work, which shall have a telephone where a representative of the Construction Manager may be reached at all times during normal



working hours. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, at its expense, provide and make its own arrangements for the use of such additional land.

#### GC 41 PLANT, EQUIPMENT AND FACILITIES

41.1 Construction Manager shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery, equipment, offices and warehouses, Construction Manager shall furnish Village such information and drawings relative to such equipment, plant facilities as Village may request.

41.2 Upon written order of Village, Construction Manager shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site. Construction Manager shall not remove construction plant or equipment from the site before the Work is finally accepted without Village's written approval. Such approval shall not be unreasonably withheld.

#### GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Village to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied or from any other obligation under the Contract.

42.2 Construction Manager shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Construction Manager's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Village's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract. The Village shall notify the Construction Manager of defective or unacceptable work if the Village discovers such. Defective work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.

42.4 Construction Manager shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Construction Manager shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Construction Manager or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Construction Manager shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Construction Manager shall notify Village immediately of recommended substitutes to permit Village's selection of a suitable substitute.

42.5 Village will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Construction Manager for incorporation into the Work will be by Village. This function by Village will apply both to approvals for the

Contract as initially signed, and to approvals for changes to the Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Construction Manager shall submit its own choice for Village's review and approval, supported by sufficient evidence of conformity with the Contract.

#### GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Village's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Construction Manager. Construction Manager shall support its request with sufficient test data and other means to permit Village to make a fair and equitable decision on the merits of the proposal. Construction Manager shall submit drawings, samples, data and certificates and additional information as may be required by the Village for proposed substitute items as required by GC 46 "DRAWINGS, DATA & SAMPLES".

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Village will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional 15 days for Village's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Construction Manager must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Village rejects Construction Manager's substitute item on the first submittal, Construction Manager may make only one additional request for substitution in the same category. On the second request, and all future requests, the Construction Manager shall be invoiced the expenses (including Village, and Design Professionals cost and overhead) involved in reviewing submittal data.

#### GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Village. Village shall be allowed reasonable access to the shops, factories, and other places of business of the Construction Manager and its subcontractors and suppliers, for expediting purposes. As required by Village, Construction Manager shall supply schedules and progress reports for Village's use in expediting and Construction Manager shall cooperate with Village and require its subcontractors and suppliers to cooperate with Village in such expediting. Any expediting performed by Village shall not relieve Construction Manager of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

#### GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Construction Drawings or as approved by the Village in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the Project area who shall be employed by the Construction Manager at its expense. The Construction Manager shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Construction Drawings, the Construction Manager shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Construction Manager shall furnish survey sketch and legal necessary for utility easements.

45.3 The Construction Manager shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Construction Manager resulting from its negligence, or for any other reason, CM shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be re-established by the Construction Manager, and all reference ties recorded therefore shall be furnished to the Village. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

#### GC 46 DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Village as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Construction Manager and does not relieve Construction Manager from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the Village for review, shall be submitted attached to forms provided by Village.

46.2 Transmittals from the Construction Manager to the Village shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Construction Manager for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Construction Manager certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and the Contract."

---

SIGN

---

DATE

"XYZ Construction Management Company"

#### 46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by the Construction



Manager at its expense before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. CM must allow at least 21 calendar days for review by Village. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work. Construction Manager shall prepare and submit for approval a detailed submittal schedule outlining the required submittals for the Project, the submittal dates due and review durations by the Village/ Architect/Engineer. This schedule shall be incorporated into the Master Project Schedule and updated regularly with the Project Schedule Updates

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Village by and at the expense of the Construction Manager. The Village will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Village's review comments will be returned to the Construction Manager. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Village.

**46.3.3 If drawings show variations from the Contract requirements, the Construction Manager shall describe such variations in writing, separate from the drawings, at the time of submission.** If the Village approves any such variation(s), it will issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. Village will conduct a review of Construction Manager's drawings and a drawing marked with one of the following review comments will be returned to the Construction Manager.

1. No exceptions taken.
2. Make corrections noted. No re-submittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

46.3.6 The Construction Manager must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

#### 46.4 Samples

46.4.1 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the

materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. CM must allow at least 21 calendar days for Village's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

46.4.3 Samples which have been reviewed may, at Village's option, be returned to the Construction Manager for incorporation into the Work.

#### 46.5 Catalogues, Data and Certificates

46.5.1 Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the CPM schedule. Allow at least 21 calendar days for Village's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification, on forms provided by the Village. Village will conduct a review of Construction Manager's catalogues, data, and certificates and one copy, marked with the review comments listed above, will be returned to the Construction Manager.

#### GC 47 CONSTRUCTION SCHEDULE

47.1 Within thirty (30) days after the date of the GMP Amendment approval by the Village, the Construction Manager shall prepare and submit a construction schedule which graphically depicts the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

47.1.1 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Construction Managers at the site of work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Construction Manager furnished material and equipment. The schedule shall be a Critical Path Method (CPM) type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

47.1.2 The construction schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than 60 days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.

5. Duration of activities. No activity should be scheduled for more than 20 workdays, unless approved by Village.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
9. Village activities or activities by others which will affect the work schedule.

47.1.3 Upon acceptance of the original CPM Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Village.

47.1.4 The detailed CPM schedule submittal shall include five (5) color copies of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
  - a. Sorted by activity
  - b. Sorted by total float
  - c. Sorted by early start
3. Precedence and Successor report
4. Narrative report, if requested by Village's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format.

47.1.5 The detailed CPM Schedule shall be updated monthly and submitted along with the Application for Payment. Construction Manager shall meet with the Village and Architect/Engineer of Record to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
3. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
4. Percentage for completed and partially completed activities.

47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

47.3 The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

1. Pre-Bid Schedules (Subnetwork) - The Construction Manager shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show



the interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish milestones eyed to the overall master schedule.

2. Subcontractor Construction (Subnetworks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

3. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Village a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Village occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Village occupancy.

47.4 If requested by Village's authorized representative, the Construction Manager shall submit a written narrative report as a part of its monthly review and update in a form agreed upon by the Construction Manager and the Village. When requested, the narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

47.5 The Construction Manager shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts.

47.6 The Construction Manager agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the contract completion date will not be met, the Construction Manager shall execute some or all of the following remedial actions at Construction Manager's sole cost and expense:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
3. Reschedule the Work in conformance with the specification requirements.

47.7 Prior to proceeding with any of the above actions, the Construction Manager shall notify the Village of the proposed schedule changes. Such actions shall be incorporated by the Construction Manager into the diagram before the next update, at no additional cost.

#### GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 Construction Manager shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions

which involve a risk of loss, theft or damage to its property, at a minimum. Construction Manager shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

48.2 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Village within three days of each incident.

#### GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Construction Manager shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract. Excluded from Construction Manager's responsibility is any loss or damage which results from the sole active negligence of the Village or its representatives.

49.2 Permanent openings or thoroughfares for the introduction of Work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the Village in proper, whole and unblemished condition.

#### GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Village and/or its Insurance Representative.

50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which are acceptable to the Village and/or its insurance representatives.

50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Village. Thereafter, and before it begins such Work, Construction Manager shall give due notice to Village of its intention to start such Work. Construction Manager shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of Work.

50.4 Construction Manager shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Village, do not reasonably interfere with the performance of this Contract.

50.5 Construction Manager shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Construction Manager.

#### GC 51 LABOR

51.1 Construction Manager is solely and exclusively responsible for the supervision and control of all Construction Manager's personnel on site. Construction Manager shall employ only competent and skilled personnel

to perform the Work. Construction Manager shall, if requested to do so by Village, remove from the jobsite any personnel of Construction Manager working in violation of any provision of this Contract.

51.2 Disputes between the Construction Manager and its subcontractors regarding work assignments and the settlement of jurisdictional disputes shall conform with either the “Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry”, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Construction Manager is solely and exclusively responsible for ensuring and providing for jobsite safety and conditions. Construction Manager shall enforce all Village jobsite condition safety rules and regulations which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean- up.

51.4 The Construction Manager and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Village. The Construction Manager shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Construction Manager shall submit a “Contractor’s Daily Report” (See Appendix A of these General Conditions) for each day Work is accomplished. Reports shall be submitted daily to Village.

## GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Construction Manager agrees as follows:

A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth provisions of this nondiscrimination clause.

B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

C. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts.

D. The Construction Manager will include the provisions of paragraphs A through E in every subcontract or purchase, so that such provisions will be binding upon each subcontractor or vendor.



E. The Construction Manager shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

## GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

### 53.1 Responsibility For Safety And Health

53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract. The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Village and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Village. The Village may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.

53.1.2 All Work, whether performed by the Construction Manager, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the Village and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 The Construction Manager is solely and exclusively responsible for worksite safety. If the Village receives notice or is made aware that the Construction Manager has failed to provide a safe area for the performance of the Work or any portion thereof, then the Village shall have the right, but not the obligation, to suspend Work in the unsafe area until the Construction Manager remedies the unsafe conditions. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.4 The Construction Manager is solely and exclusively responsible for supervising all workers at the job site including ensuring the use of proper safety equipment by the workers for the duties performed. The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. If the Village receives notice or is made aware that the Construction Manager has failed in its duty to ensure that proper safety equipment is used by the workers then the Village shall have the right, but not the obligation, to suspend Work until the Construction Manager corrects the unsafe work practice. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.5 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall defend, indemnify and hold the Village, Design Professional, the Village's

Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Construction Manager, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

53.1.6 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall not raise as a defense to its obligation to indemnify under this General Condition any contributing negligence of any of those indemnified hereunder, it being understood and agreed that no such contributing negligence shall relieve the Construction Manager from its liability to so indemnify nor entitle the Construction Manager to any contribution, either directly or indirectly, by those indemnified hereunder.

53.1.7 In any and all claims against those indemnified hereunder by any employee of the Construction Manager, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.1.8 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

## 53.2 Protection of Work and Property; Responsibility For Loss

53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Village and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Village and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Village, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the job site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and the Village shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.

53.2.2 Until final acceptance of the Work by the Village pursuant to GC 72, of this Contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Village furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

53.2.3 The Construction Manager shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Village furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Construction Manager's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

- A. is directly due to errors in the Construction Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;

- B. is caused by the agents or employees of the Village (unless (1) the Construction Manager has waived its rights of subrogation against the Village on account thereof as provided in the Contract, or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager (whether or not required hereunder)).

### 53.3 Surface and Subsurface Water

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Village in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the job site shall be permitted by the proper regulatory agency and submitted to the Village for its prior written approval. All such Work shall be done at the sole expense of the Construction Manager.

### 53.4 EMERGENCIES

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Construction Manager shall act immediately to prevent threatened damage, injury or loss to persons or to property or to remedy said violation, whichever is applicable. Failure by Construction Manager to take necessary emergency action shall entitle the Village to take whatever action it deems necessary including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Village may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Village in taking such emergency action against any sums then or thereafter due to the Construction Manager. The Construction Manager shall defend, indemnify and hold the Village harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Construction Manager shall be entitled to any additional compensation or extension of time claimed on account of emergency Work which is not due to the fault or neglect of the Construction Manager or its subcontractors or sub-subcontractors, it shall be handled as a claim as provided in GC 65.

53.4.3 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

### 53.5 Village's Standards

53.5.1 The Village reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Construction Manager shall comply, and to review the efficacy of all protective measures taken by the Construction Manager. The exercise of or failure to exercise any or all of these rights by the Village shall not relieve the Construction Manager of its duties and responsibilities under this Contract, and the Village shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Construction Manager.

## GC 54 PROJECT SITE PROTECTION

54.1 Construction Manager, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled SAFETY & PROTECTION OF PERSONS & PROPERTY in a satisfactory condition until removal is authorized by Village. Construction Manager, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Village. The Construction Manager, at



its expense, will provide parking for its employees within the designated work areas. Construction Manager employees will not be allowed to park in areas which are used by any facilities which remain in operation.

#### GC 55 FIRE PREVENTION

55.1 Construction Manager shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Construction Manager. This includes keeping the Project work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Village.

Construction Manager shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Construction Manager to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

#### GC 56 ILLUMINATION

56.1 When any Work is performed at night or where daylight is shut off or obscured, Construction Manager shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

#### GC 57 BEST MANAGEMENT PRACTICES

57.1 Construction Manager shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Reserved

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Construction Manager shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

#### GC 58 DUST CONTROL

58.1 The Construction Manager shall, for the duration of the Work, maintain, at its expense, all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Village will be permitted.

58.2 Construction Manager shall, for the duration of the Work, protect all fixtures, equipment, devices, and surfaces from any dust or debris within any facility which is affected by the Work and shall comply with the Village's direction to ensure dust control is being managed and maintained.

#### GC 59 WATER POLLUTION

59.1 Construction Manager shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

#### GC 60 AIR POLLUTION

60.1 The Construction Manager shall, at its expense, so perform its Work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

#### GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify the Village immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Village. The Construction Manager shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

61.2 In the event that hazardous material is improperly handled or stored by the Construction Manager, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Construction Manager shall immediately notify the Village and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Construction Manager's sole cost and expense. Further, Construction Manager shall indemnify and hold harmless the Village from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

61.3 The indemnification provisions of this Section shall survive the termination or expiration of this Contract.

#### 61.4 ASBESTOS NOTIFICATION

61.4.1 Prior to the renovation of any structure, the Village shall conduct an inspection for asbestos-containing building materials (ACBM), through a review of current surveys or the request for a new survey. All asbestos surveys are conducted under the direction of Florida licensed asbestos consultants contracted by the Village.

61.4.2 Prior to the renovation of any structure, the Village shall facilitate the removal of all ACBM that may be disturbed during the renovations, (except bituminous roofing materials), unless stated otherwise in the

Contract. All asbestos removal is conducted by a Florida licensed asbestos contractor contracted by the Village.

61.4.3 An asbestos summary report may be included as part of the Contract. If not attached, it is the Construction Manager's responsibility to contact the Village and request any available reports.

61.4.4 Licensed asbestos contractors are not required for removing or repairing asbestos containing roofs, except for transite (cementitious) shingles. If the Work specified will disturb asbestos containing roofing materials, the Construction Manager must comply with all requirements of OSHA 1926.58 and ASBESTOS NESHAPS. A summary of these requirements are outlined by the National Roofing Contractors Association (NRCA). A licensed roofer who has training as an asbestos competent person is required for projects disturbing asbestos roof materials.

61.4.5 If materials are discovered that are suspected asbestos materials that were not previously sampled, CM must stop all work that will disturb these materials and immediately notify the Village.

## **GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP**

62.1 All materials and equipment furnished and Work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Village. The Village has the right but not the obligation to perform such quality surveillance, observations or quality audit as the Village deems necessary. Construction Manager shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose Village, its agents, employees, and designees shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. Village, its agents, employees, and designees shall be entitled to conduct such surveillance, observation, or quality audits in such a manner and with such frequency and for such duration as Village, in its sole discretion, shall determine is appropriate. If Construction Manager covers all or any portion of the Work prior to any quality surveillance or test by Village, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Village has no duty or responsibility to inspect or audit Construction Manager's work and in doing so does not assume any liability or responsibility for Construction Manager's materials and workmanship. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such Work, materials or equipment shall prejudice the rights of Village thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Village, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Village shall notify Construction Manager in writing that such material, equipment or work is rejected and the Village reserves the right to withhold payment on any such item. Thereupon, Construction Manager shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same comply strictly with all requirements of the Contract.

## **GC 63 TESTING**

63.1 Unless otherwise provided in the Contract, drawings and specifications shop testing of materials or Work shall be performed by the Construction Manager at its expense and in accordance with the technical specifications. Any required field testing of materials or Work shall be performed by the Construction Manager. Should tests in addition to those required by the Specifications be desired by Village, Construction Manager will be advised in reasonable time to permit such testing. Such additional tests will be at Village's expense unless such additional tests are required due to Construction Manager's Work or materials having failed any initial test. In this event, such additional (re-test)



tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require testing services are required. Construction Manager shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

#### GC 64 PROGRESS

64.1 Construction Manager shall give Village full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Construction Manager's actual progress is inadequate to meet the requirements of the Contract, Village may so notify Construction Manager who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Village, Construction Manager does not improve performance to meet the currently approved contract construction schedule, Village may require an increase in Construction Manager's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Village. Neither such notice by Village nor Village's failure to issue such notice shall relieve Construction Manager of its obligation to achieve the quality of work and rate of progress required by the Contract.

64.2 Failure of Construction Manager to comply with the instructions of Village may be grounds for determination by Village that Construction Manager is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Village may terminate Construction Manager's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

#### GC 65 CHANGES

65.1 Village may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. In the event that additive Change Orders increase the total contract amount of a "bond waiver contract" over the Village's bond waiver limit of \$200,000, the contract will continue to be exempt from the bonding requirements if the change order is for a nominal amount. If there is a material change in project costs through a change order above the bond waiver limit of \$200,000 then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a "bonded contract" below the Village's bond waiver limit of \$200,000, bonding will continue to be required. Contractor shall provide notice to its surety(ies) of all Change Orders.

65.2 Village will issue written orders to Construction Manager for any changes except that in the event of an emergency which Village determines endangers life or property, Village may issue oral orders to Construction Manager for any Work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

65.3 Construction Manager shall commence such changed Work so that all dates set forth in Construction Manager's current construction schedule as accepted by Village will be met. In the event of an emergency which Village determines endangers life or property, Construction Manager shall immediately commence such changes as required by Village in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Village to invoke the provisions of GC 25 entitled TERMINATION FOR DEFAULT.

65.4 Unless otherwise required, Construction Manager shall, within twenty-one (21) calendar days following receipt of a written contract Field Bulletin, submit in writing to Village a Contract Change Proposal for accomplishing

such change, which proposal shall reflect the increase or decrease, if any, in cost to Village of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.

65.5 The proposal shall state the Construction Manager's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified in items A, B, C, and D above.
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Village).

65.6 Under no circumstances shall Construction Manager apply for or be entitled to recover consequential damages including, but not limited to, extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula. Unless directed by the Village, there will be no extensions of time in connection with any changes to the Work. Therefore, the Construction Manager should reflect this in pricing all requested changes related to the Contract substantial completion date.

65.7 If Construction Manager does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Village may direct and Construction Manager shall proceed upon direction (Construction Change Directive) with such change.

65.8 A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Village, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete Work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Construction Manager's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Village and Construction Manager agree with the determination made by the Architect/Engineer or Record concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall not seek payment for Work performed pursuant to a CCD until it has been converted to a Change Order.

65.9 If, at any time after Construction Manager commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a time and material basis as described above, are as follows:

Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, timekeepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Village and no charges shall be accepted unless evidence of such approval is submitted by Construction Manager with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Construction Manager by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Village.

Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Village and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing. The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time work for any specific change is performed. When equipment is used for time and materials changes which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Construction Manager-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Village.

When the operated use of equipment is infrequent and, as determined by Village, such equipment need not remain at the site of the work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Village's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract work is used for time and material changed work, the applicable rental rate shall be the actual rate paid by the Construction Manager at the time the work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Construction Manager based on invoices, provided that prior written approval has been given to Construction Manager.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Construction Manager for equipment repair or equipment maintenance.

Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Village. Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Village of such use of such materials.

Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Village before the subcontractor starts to work on the change.

Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Village.



For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Construction Manager is entitled to an overhead and profit fixed fee not to exceed a maximum of fifteen percent (15%) (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

1. If the CM is authorized by the Village to perform work with its own forces, the Construction Manager may add an overhead and profit fixed fee as agreed upon with Village up to 10% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.
2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The construction manager may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.
2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.11 No change order or CCD shall be valid until approved and signed by the Village. The Architect/Engineer of Record is not authorized to bind the Village to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Village may cause to be issued an appropriate change order to the Contract with or without the Construction Manager's signature.

65.12 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Contract Time and are not inconsistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Village and Construction Manager. The Construction Manager shall carry out such written orders promptly, and the Construction Manager shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Village.

65.13 Execution of change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract.

#### GC 66 RECORD DRAWINGS AND SPECIFICATIONS

##### A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record

drawings and on its field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.

2. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Village for inspection at any time.
3. Final Records – Prior to request for Substantial Completions, the Construction Manager shall furnish to Village a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Village, at its expense, will furnish Construction Manager with drawings for mark-up by Construction Manager. Construction Manager shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provide by the Construction Manager a minimum of 30 days prior to the needed utility services.

B. Specifications:

1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Village for inspection at any time.
2. Final Records Prior to request for Substantial Completion, the Construction Manager shall furnish to Village a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Village, at its expense, will furnish Construction Manager a set of specifications for mark- up by Construction Manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals and Training:

1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Village three complete sets of manuals and applicable operating instructions as referenced in technical specifications.
2. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.
3. Training: Where Village training is required by the technical specifications, Construction Manager shall video and audio record the training and provide Village with one copy of recording.

D. Endorsement:

1. Construction Manager shall sign each final record drawing and the cover of the record specifications and shall note thereon that deviations and annotations are complete and accurate.
2. The Construction Manager shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Prior to Final Acceptance, Construction Manager shall provide the Village with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$1,000. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and c) the value of the equipment.

#### GC 67 MEASUREMENT OF WORK FOR PAYMENT

67.1 Estimates and all support data shall be prepared by Construction Manager and submitted in writing for Village's approval on or about the end of each month covering the amount and value of Work satisfactorily performed by Construction Manager up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of Work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be determined by the Village according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Village, of units of work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

Progress Payments for "general conditions" will be based on the percentage of Work completed to date, except Bonds and Insurance which may be requested in full. Separate payments for shop drawings and deposits for materials will not be allowed.

67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Village (i.e. bonded warehouse). Such material must be stored in a secure manner, acceptable to the Village, and in accordance with any manufacturer's recommendations.

Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Construction Manager meets the following conditions:

1. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific contract, by name.
2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Once any stored material is paid for by Village, it shall not be removed from the designated storage area except for incorporation into the Work.
4. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory (i.e., small diameter piping, fittings, conduit, etc.). Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the Project. Any payment for stored materials is subject strictly to the sole discretion of the Village.

It is further agreed between the parties that the transfer of title and the Village's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility



of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and specifications.

67.3 Construction Manager shall make all surveys necessary for determining all quantities of Work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Village upon request. Construction Manager shall notify Village prior to the time such surveys are made. Village, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of Work to be paid for under the Contract. Measurements and computations shall be made by such methods as Village may consider appropriate for the class of Work measured.

67.4 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the drawings or in the specifications, shall be determined by Village.

67.5 No payments of invoices (or portions thereof) shall at any time constitute approval or acceptance of the Work under this Contract, nor be a waiver by Village of any of the terms contained herein.

#### GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Construction Manager shall prepare a schedule of values by phases of Work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of Work scheduled. Change Orders shall be added as separate line items.

Prior to the initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and the Village of Palm Springs.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.
5. Certified copy of recorded bond. The Village's contract number will be provided after award of the Contract and the Construction Manager shall include this number on the bond prior to recording the bond. Village will not make any payment to Construction Manager until Construction Manager has complied with this requirement.

68.2 The Construction Manager will prepare and submit three (3) original copies of monthly invoices for Work completed during the one-month period. Pay applications shall be submitted in the format and wording of the form contained in Appendix A to these General Conditions. All information must be completed for the pay application to be accepted. Village's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right-hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the application the Construction Manager shall submit a rough draft plus two extra copies for the Village and Architect/Engineer of Record to review. The Construction Manager shall submit four (4) final approved copies to: the Architect/Engineer of Record, whose approval is required prior to submission to the Village.

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Village's instructions. Otherwise, the Construction Manager shall prepare and submit to Village an invoice in accordance with the estimate as approved. Village will pay Construction

Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). Village shall provide Construction Manager with a written notice of disputed pay request within 10 days after receipt of such pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Village shall proceed with prompt payment of that portion of the pay request. In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Village's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Village of Construction Manager's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Village's final decision for the purpose of the Local Government Prompt Payment Act.

Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from the Village pursuant to Section 218.70, Florida Statutes. Construction Manager shall provide trade contractors, subcontractors and suppliers hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

Retainage, in the amount of 5%, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost.

The Construction Manager may request at any point the release of retainage from the Village attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been inspected and accepted by the Construction Manager. The Construction Manager must submit the request in writing to the Village.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Village's good faith claims plus the value of the Work the Village determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when A/E determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% complete before the Village has paid 50% of the Contract amount and 50% of the Contract time has expired.

All retainage released by the Village to the Construction Manager which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers must be timely remitted by the Construction Manager to those subcontractors or suppliers.

68.4 Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.
2. A partial release of lien will be required from the Construction Manager for the portion of work up to the date of that particular pay application from him as the prime contractor and all his vendors and subcontractors.
3. A Village approved construction schedule update.

68.5 Not Used.

68.6 If one or more "Notice of Non-Payment" is received by the Village, no further payments will be approved until non-payment(s) have been satisfied and an original "Release of Claim" for each "Notice" has been submitted to the Village. Upon request, Construction Manager shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Village may allow, with consent of Surety and indemnification of the Village against any claims, payment for Work on which there is an outstanding Notice of Non-Payment.

68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

1. Any claims are made against Construction Manager by Village or third parties, including claims for liquidated damages, or if reasonable evidence indicates the probability of the making of any such claim; or
2. Construction Manager is in default of any Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid; or
4. Defective work or material is not remedied; or
5. Construction Manager persistently fails to carry out the Work in accordance with the Contract; or
6. Construction Manager fails to submit the information required by this Contract;
7. Construction Manager fails to submit a Village approved updated Schedule with each Application for Payment.

68.8 If claims or liens filed against Construction Manager or property of Village connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Village to do so, Village may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Village after final payment is made, Construction Manager and its surety or sureties shall promptly pay Village all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Construction Manager may submit a special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Village's occupancy and use of the Project.
2. Complete final cleaning of the Work.
3. Submit record documents (record drawings).
4. Submit listing of work to be completed before final acceptance.
5. Settle liens and other claims.
6. Obtain Consent of Surety for partial release of retainage.
7. Settle Liquidated Damages due to Village, if any.
8. Conditional Final Waiver and Release of Claim signed by Construction Manager.



68.10 Upon receipt by Village of Construction Manager's written Notice of Final Completion of its Work under this Contract, in accordance with GC 72, Village shall verify all Work has been completed on the Project. When all Work has been verified as complete, and the Construction Manager completes and submits the items listed below, the Construction Manager may submit a final invoice.

1. Complete all work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to Village; remove temporary facilities, tools and similar items.
4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Construction Manager.

#### GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Village, any portion of Work performed by Construction Manager is in a condition suitable for use, Village may issue a certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such Certificate of Substantial Completion (Partial Utilization) will be issued in accordance with the applicable requirements of GC 71 "SUBSTANTIAL COMPLETION". Such use by Village shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a waiver by Village of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Village, Village shall have the right to continue such use until such portion of work can, without injury to Village, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Construction Manager shall not use any permanently installed equipment unless such use is approved by Village in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Village. If Village furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Village.

#### GC 70 NOT USED

## GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Village when the Project is sufficiently complete to permit the Village to use it for its intended purpose, the Village issues a certificate of Substantial Completion and the items listed below are complete. For the issuance of a certificate of Substantial Completion (Partial Utilization) in accordance with GC 69, the Village and/or the A/E will notify the Construction Manager of which items listed below must be complete for partial utilization.

71.2 The Construction Manager shall notify the A/E in writing when the Construction Manager considers the Project Substantially Complete and attach a comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed.

71.3 Once the A/E has received notice and attachments from the Construction Manager, the A/E will promptly inspect the Work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Construction Manager's list is not complete.

71.4 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.
2. All general construction completed.
3. All mechanical and electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All Project components including floors, glass and metal work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.
8. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Village. The Fire Alarm system must be 100% complete without exception.
10. All operations and maintenance manuals for all equipment shall have been submitted.
11. Manufacturers' certifications and warranties shall be delivered to Village.
12. All operations and maintenance training related literature, software and back-up disks shall have been provided.
13. All required spare parts as well as any special tools shall have been provided.
14. All HVAC testing and balancing reports shall have been submitted and approved.
15. The Project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection, called by the Construction Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.

71.6 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, A/E and/or Village will prepare the punch list required by the Local Government Prompt Payment Act. The punch list items shall be corrected by the Construction Manager within 30 calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Construction Manager to complete the Work pursuant to the Contract.

#### GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Construction Manager considers that all Work under the Contract is complete as previously referenced in GC 71, Construction Manager shall so inform Village and A/E in writing, "Notice of Final Completion". When items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Village is satisfied that all Work under the Contract is completed and is in accordance with the requirements of this Contract, Village shall notify Construction Manager in writing of final acceptance of its Work under this Contract.

The Village will then make final payment to the Construction Manager in accordance with the terms of GC 68 of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.
2. At the discretion of the Village, one and one-half times the value of outstanding items, corrective Work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the Village within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Village to cover the value of all such uncompleted or uncorrected items.

72.2 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract shall relieve the Construction Manager of responsibility for defective or deficient materials or work or responsibility for full Contract compliance. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Village and correct and pay for any damage to other Work resulting therefrom as set forth in GC 28 entitled "WARRANTY".

#### GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Construction Manager shall make its own arrangements for disposal of materials outside the Project limits and the CM shall pay all costs involved. The Village reserves the right to retain any salvage material or equipment scheduled for removal. Should the Village elect to retain salvaged materials or equipment, the Construction Manager will provide appropriate on-site storage and protection. The Village will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Village shall be the responsibility of the Construction Manager.

73.2 When any material is to be disposed of outside the Project limits, the Construction Manager shall first obtain a written permit from the property Village on whose property the disposal is to be made and he shall file in writing



with the Village said permit or the certified copy thereof together with a written release from the property owner absolving the Village of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Construction Manager shall dispose of the material in a neat and uniform manner to the satisfaction of the Village.

#### GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Construction Manager represents to the Village that neither the Construction Manager, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Construction Manager, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction of the Project. Construction Manager agrees to give written notification and obtain the approval of the Village before entering into any contract on this Project with any subcontractor or materialman where there exists any identity of interest.

#### GC 75 CLEANING UP

75.1 Construction Manager shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Construction Manager shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work.

#### GC 76 PROJECT SIGNS

76.1 Construction Manager, at no additional cost to the Village, shall construct a project job sign as indicated and described on the "Site Sign Detail". Construction Manager shall coordinate location of sign with Village's representative and install such sign within 21 days after Village's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Construction Manager's expense. Construction Manager will remove and properly dispose of sign at Substantial Completion of the Project. With the exception of the right reserved by the Village to erect a sign in connection with the Project and unless otherwise provided in the Contract, Construction Manager shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Village.

#### GC 77 NOT USED

#### GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

#### GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

79.2 Required Procedures for Protecting Confidential and/or Exempt Information.

- A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to the Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the Village has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Construction Manager's Work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.
- B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Construction Manager include, but are not limited to:
1. Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the Village;
  2. Security or fire safety system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems in whole or in part;
  3. Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the Village;
  4. Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
  5. Threat assessments;
  6. Emergency evacuation plans;
  7. Sheltering arrangements; or
  8. Manuals for security or fire safety personnel, emergency equipment, security or fire safety training; or otherwise containing narrative and/or graphic content of a security nature.
- C. Obligations.
1. Maintain the Confidentiality of the Confidential Information. The Construction Manager has an obligation to maintain the confidential status of Confidential Information. The Construction Manager shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Village. The Construction Manager shall restrict access to Confidential Information to: 1) the Construction Manager's employees, and/or; 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing contractual services. Prior to releasing any Confidential Information to a Third-party, the Construction Manager shall require those Third Parties to

execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third-party to which the Construction Manager has distributed Confidential Information. **Other than as authorized above, the Construction Manager shall not, without prior written approval of the Village, publish, copy, or otherwise disclose to others any Confidential Information.**

2. Disclosure Warning. If Confidential Information is in written form, the Construction Manager shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt information. If the Construction Manager is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

**DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE VILLAGE. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE VILLAGE IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE VILLAGE MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.**

3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e., email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Construction Manager (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters “PREX” (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.
4. Notification of Improper Disclosure. Village must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Construction Manager shall make a report to the Village not more than seven (7) business days after the Construction Manager learns of such an improper disclosure or unauthorized use of the Confidential Information. The Construction Manager’s report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure or used the information, what the Construction Manager has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Construction Manager has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Construction Manager shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the Village. The Construction Manager shall take all steps the Village deems advisable



to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

- D. Survival. The nondisclosure provisions of this Section shall survive the termination of this Contract. The Construction Manager's duty to hold Confidential Information in confidence shall remain in effect until Village sends the Construction Manager written notice releasing the Construction Manager from the provisions of this Section.
- E. Enforcement. The Construction Manager understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the Village in law or equity.

**IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org), OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.**

#### GC 80 LIQUIDATED DAMAGES

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the Construction Manager's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Construction Manager or, in the event of its default, the Surety fail to achieve certification of Substantial Completion of the Work within the Contract Time, the Construction Manager or, in the event of its default, the Surety shall pay to the Village, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the GMP Amendment.

The Construction Manager hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by the Village as a result of Construction Manager's delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty against the Construction Manager.

The Village shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Construction Manager by the Village, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Construction Manager to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of the Village of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the Village, the Construction Manager and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the Substantial Completion of the Work by the Village, due to an unreasonable action or delay on the part of the Village.

#### GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

The Village shall not be liable to the Construction Manager, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by the Construction Manager in connection with this Contract, even if the Village has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation,

opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

#### GC 82 REQUEST FOR SECTION 179D ALLOCATION

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the Village to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable and if the Construction Manager considers it may be eligible for an allocation of the 179D deduction, then the Construction Manager must apply to the Village through the Architect/Engineer of Record for the project. The Architect/Engineer of Record is responsible for applying to the Village for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the Village the allocation of the deduction. The Village's Representative will provide to Construction Manager the Department's policy and forms related to the Section 179D deduction when requested.

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## **APPENDIX A**

Request for Information

Field Instruction

Field Bulletin

Construction Change Proposal

Change Order

Construction Change Directive

Submittal Transmittal

Deficiency Report

Non-Conformance Report

Construction Manager's Daily Report

Substitution Request Form

Contingency Use Directive

Application for Payment



**CONTRACT EXHIBIT B  
SPECIAL CONDITIONS**

## **SPECIAL CONDITIONS TABLE OF CONTENTS**

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SC - 9 CRIMINAL HISTORY RECORDS CHECK

SC - 10 TAXES

## SC 1 SPECIAL CONDITIONS

The following supplements, modifies, changes, deletes from or adds to the General Conditions of this Contract. Where any paragraph or subparagraph is modified or deleted by these supplements, the unaltered provision of that paragraph, subparagraph or clause shall remain in effect.

## SC 2 PROJECT TEAM

Key members of the Project Team as referenced in the specifications are defined as follows:

1. Village: Village of Palm Springs.
2. Construction Manager: TBD
3. Architect: Song & Associates
4. User: Palm Springs Police Department
5. Village's Project Representative: Walt Sanchez, Project Manager
6. CM's Representative: TBD
7. Architect's Representative: Jill Lanigan
8. Governmental and Regulatory agencies having jurisdiction over this project include: Village of Palm Springs Planning, Zoning, & Building Department
9. Utility companies providing service to the project include Florida Power & Light (Electrical), AT&T (Telephone), Village of Palm Springs Utilities Dept. (Water & Sewer)

## SC 3 LOCATION OF WORK

230 Cypress Lane, Palm Springs, Fl. 33461

## SC 4 WORK CONSTRAINTS

Normal allowable Project Work Hours are from 7:00am to 5:00pm Monday thru Friday. Requests by the Construction Manager to work outside this time frame including weekend and Holiday work shall be made to Village at least 3 workdays prior to the requested work time change.

## SC 5 FIELD OFFICE

TBD

## SC 6 CONCURRENT WORK

The following work, under separate contract to the Village, is anticipated to occur during the contractual time frames of the Project: TBD

The foregoing in no way limits the Village's rights to execute additional work on the site under separate contract.

## SC 7 PESTICIDES AND HERBICIDES APPLICATION

Construction Manager shall provide evidence to Village of proper certification of applicators of pesticides or herbicides prior to the application of those products on Village property.

## SC 8 NPDES PERMIT FOR STORM WATER DISCHARGE



On projects where construction activities disturb one acre of land or more, the Construction Manager will be required to comply with the County's NPDES General Permit which includes implementation of a storm water pollution prevention plan (SWPPP) during construction.

#### SC 9 CRIMINAL HISTORY RECORDS CHECK

9.1 The Construction Manager, the Construction Manager's employees, trade contractors of Construction Manager, employees of trade contractors, subcontractors and suppliers shall comply with FBI CJIS Security Policy, Section 5.12.1, Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJI, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Construction Manager is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Construction Manager acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the VILLAGE.

9.2 Prior to commencement of work within a Critical Facility or CJI Facility, the Construction Manager shall make arrangements through the Village's Fingerprint Section for its employees and those of its subcontractors to have fingerprint based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted a visitor ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Construction Manager will be charged a nominal fee for lost cards.

9.3 Each individual undergoing a criminal justice background check is required to comply with security awareness training.

9.4 Individuals passing the background check will be issued a badge. Construction Manager shall make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the contract work and return them to the Village. If the Construction Manager or its subcontractor terminates an employee who has been issued a badge, the Construction Manager must notify the Village within 2 hours. At the time of termination, the Construction Manager shall retrieve the badge and return it to the Village in a timely manner. The Village reserves the right to suspend any contractor that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the Village regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

9.5 Prior to working within the police facility, the Construction Manager and its employees must complete a 15-minute CJIS Level 1 Security Training with the agency's FCIC Agency Coordinator.

#### SC 10 TAXES

Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

##### 10.1 Village Furnished Materials

10.1.1 The Construction Manager shall include Florida State Sales Tax (Sales Tax) and other applicable taxes in its bid for material, supplies, and equipment. The Village, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Construction Managers bid and/or contract.

The Village reserves the right to require Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to Village. Any materials purchased by Village pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be

referred to as "Village Furnished Materials" and the responsibilities of both Village and Construction Manager relating to such Village Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract where inconsistencies or conflicts exist. In addition, the Village's standard terms and conditions associated with purchase ordered materials will be applicable to all Village Furnished Materials.

10.1.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the Village, price and other factors considered.

The Construction Manager shall include the price for all construction materials in its bid. Village purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

10.1.3 To enable the Village to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Construction Manager will provide to the Village a list of all intended suppliers, vendors, and materialmen for consideration as Village-Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the Village. The Village will either accept or reject the Construction Manager's recommendations and purchases will be made according to Village procedures.

10.1.4 Construction Manager shall identify materials which the Village will furnish through this Village Furnished Materials clause which will achieve a minimum agreed upon goal of tax savings. Village may agree to furnish materials worth more than the minimum agreed goal. The Construction Manager will provide the necessary clerical and administrative services support required to implement this Special Condition.

In a timely manner, Construction Manager shall prepare "Purchasing Requisition Request Forms" which shall, in form and detail be acceptable to Village, specifically identify the materials which Village may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Construction Manager
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. shipping and handling insurance cost
- g. 100% Performance Bond cost
- h. delivery dates as established by Construction Manager
- i. any reduction in Construction Manager's cost for both the Payment Bond and the Performance Bond
- j. detail concerning bonds or letters of credit provided by the supplier if included in its proposal

Construction Manager shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

10.1.5 The following procedure will be used for the implementation of this program.

After receipt of the Purchasing Requisition Request Form, Village shall prepare Village Purchase Orders (hereinafter Purchase Orders) for items of material which the Village chooses to purchase directly. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the Village. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price.

Promptly upon issuance of each Purchase Order by the Village, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Village's Procurement Specialist or his/her designated representative shall be the approving authority for the Village on Purchase Orders in conjunction with Village Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Village Furnished Materials on the delivery dates provided by the Construction Manager in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a Village Purchase Order, directly to Village of Palm Springs.

10.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the Village one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full value of all Village Furnished Materials to be provided by each supplier from whom the Village elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to Village, plus savings to Construction Manager in the cost of Payment and Performance Bonds associated with such Village Furnished Materials. The Village Manager or his/her authorized representative shall be the approving authority for the Village on deductive Change Orders in conjunction with Village Furnished Materials.

10.1.7 All shop drawings and submittals shall be made in accordance with GC 46, Drawings, Data & Samples, of the General Conditions.

10.1.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by Village in accordance with these Special Conditions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Village due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Village from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

10.1.9 As Village Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Village Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the Village or Project Manager may require. The Construction Manager will then forward the invoice and documentation to the Village through the Project Manager for payment.

10.1.10 The Construction Manager shall insure that Village Furnished Materials conform to the specifications and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformities in Village Furnished Materials upon such visual inspection, the Construction



Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Village of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Construction Manager fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming Village Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to Village resulting from Construction Manager's incorporation of such materials into the Project, including liquidated or delay damages.

10.1.11 The Construction Manager shall maintain records of all Village Furnished Materials incorporated into the Work from the stock of Village Furnished Materials in its possession. The Construction Manager shall account monthly to the Village through the Project Manager for any Village Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.

10.1.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or subcontractor.

10.1.13 Notwithstanding the transfer of Village Furnished Materials by the Village to the Construction Manager's possession, the Village shall retain legal and equitable title to any and all Village Furnished Materials, although the Construction Manager shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Village of Palm Springs."

10.1.14 The transfer of possession of Village Furnished Materials from the Village to the Construction Manager shall constitute a bailment for the mutual benefit of the Village and the Construction Manager. The Village shall be considered the bailor and the Construction Manager the bailee of the Village Furnished Materials. Village Furnished Materials shall be considered returned to the Village for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

10.1.15 The Village shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, Village Furnished Materials.

10.1.16 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of Village Furnished Materials delivered to the project sites during that month and either concur or object to the Village's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the site and any defects in such materials.

10.1.17 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the Village a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the Village. Upon receipt of the appropriate documentation, the Village shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Village to immediately obtain partial or final release of waivers as appropriate.

10.1.18 The Village shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the Village pursuant to these specifications.

10.1.19 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and

acceptable to the Village. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order.

The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.

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# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Parks & Recreation

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**ITEM** Approve Membership in Houston-Galveston Area Council (H-GAC) Cooperative  
**#10:** Purchasing Program

**SUMMARY:** The Houston-Galveston Area Council (H-GAC) is the largest of 24 Councils of Government (COG) in Texas, and is a political subdivision of the State of Texas. It has been serving local governments for more than 40 years.

H-GAC's Cooperative Purchasing Program, known as H-GAC Buy, was established pursuant to the Texas Interlocal Cooperation Act. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the End User (local governments and certain non-profits) and HGAC Buy, and gives the End User access to H-GAC Buy contracts.

H-GAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States. H-GAC Buy contracts are established based on the requirements of . Products and services are contracted after having been subjected to either a competitive bid (IFB) or competitive proposal (RFP) process. Contracts are blanket type, usually for a term of two or three years. Use of H-GAC Buy for purchases by any end user is strictly at the discretion of that entity. End users issue their purchase orders to and pay to the H-GAC Buy Contractor.

A large number of municipal and county agencies are members of this purchasing cooperative, including the City of Greenacres, the Town of Lantana, the Village of Wellington, North Palm Beach, the Palm Beach County Sheriff's Office, and the Solid Waste Authority.

This interlocal and review of the H-GAC purchasing cooperative was reviewed by the Village Attorney and the Procurement Specialist.

**FISCAL IMPACT:**

No fiscal impact at this time. However, as a member of this purchasing cooperative, the opportunity exists to utilize awards that will increase efficiency and provide cost-savings.

**ATTACHMENTS:**

1. HGAC Interlocal Contract





## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* \_\_\_\_\_

### W I T N E S S E T H

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_, and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

#### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through [HGACBuy.com](http://HGACBuy.com) and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

#### **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

#### **THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\*  
\_\_\_\_\_  
Name of End User (local government, agency, or non-profit corporation)

\*  
\_\_\_\_\_  
Mailing Address

\*  
\_\_\_\_\_  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\*  
\_\_\_\_\_  
Typed Name & Title of Signatory

\*  
\_\_\_\_\_  
Date

#### ***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

*\*Denotes required fields*

## END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to **713-993-2424**. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: \_\_\_\_\_ County Name: \_\_\_\_\_  
(Municipality/County/District/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(Point of Contact for HGACBuy Interlocal Contract) Ph No. \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. : \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

Authorized Official: \_\_\_\_\_ Title: \_\_\_\_\_  
(Mayor/City Manager/Executive Director/etc.) Ph No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(Purchasing Agent/Auditor etc. ) Ph No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. : \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(Public Works Director/Police Chief etc.) Ph No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. : \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(EMS Director/Fire Chief etc. ) Ph No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. : \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

\* denotes required fields





# Village of Palm Springs

## Staff Report

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Planning, Zoning & Building

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**ITEM #11:** Ordinance No. 2022-07 - Comprehensive Plan Amendment - Tenth Avenue Incubator Overlay

**SUMMARY:** The Planning, Zoning & Building Department (PZ&B) is proposing text amendments to the Future Land-Use Element to establish a Tenth Avenue Incubator Overlay (TAIO) in an effort to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial and/or light industrial in nature, designated in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road. The objective of the TAIO would be to promote the redevelopment of the properties by creating a distinct character and identity.

Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, considering the design elements and development standards outlined in the Village Land Development Regulations for the TAIO.

Projects that comply with the requirements of the TAIO may be approved in accordance with the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, are not obnoxious in nature, and are compatible with adjacent residential uses.

Rather than consider land-use changes on a parcel-by-parcel basis, which leads to concerns about compatibility and "spot zoning", an overlay approach is proposed to permit innovative designs in exchange for design and uses considerations.

The proposed TAIO (land development regulations and design requirements) was initially drafted by the property owner and was discussed with the PZ&B Director, the Assistant Village Manager, and the Village Manager. Staff has proposed various revisions to the property owner's suggested land development regulations and is moving forward as a staff-initiated effort.

The proposed Tenth Avenue Incubator Overlay provides the following:

- The buildings shall be designed in a manner with a harmonious architectural style with allowances for variations in color and design, to establish an identity for the unified planned development.
- The building façade(s) facing 10th Avenue North should be designed in a manner to resemble an office, retail or showroom building.

- Bay doors shall be screened from adjacent residential uses and bay doors shall not face adjacent streets.
- Manufacturing and assembly portions of the design shall be conducted inside the principal structure(s), and activities shall be conducted within a climate-controlled environment, to the greatest extent practicable, to prevent external noise, vibrations, dust, odor and other conditions.
- The proposed TAIO encompasses 4 parcels and a total of 8.6075 acres. The area is designated in the Commercial Land Use category.

The proposed comprehensive plan amendment was submitted through the Palm Beach County Intergovernmental Plan Amendment Committee (IPARC) for intergovernmental review and no comments were received.

**Note:** Notifications were mailed to all property owners abutting the TAIO on July 19, 2022.

The Planning and Zoning Board considered this application during their August 9, 2022 meeting and recommended approval. The Local Planning Agency considered the proposed Comprehensive Plan Text Amendment on September 8, 2022 and recommended approval.

The proposed ordinance was approved on the 1st reading by the Village Council on September 8, 2022.

**Note:** Following approval on 1st reading by the Village Council, the proposed comprehensive plan text amendments were forwarded for state and regional agency review, including the Florida Department of Economic Opportunity (DEO) and Treasure Coast Regional Planning Council (TCRPC). No review comments were issued by the agencies.

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

#### **FISCAL IMPACT:**

Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

#### **ATTACHMENTS:**

1. Proposed Ordinance No. 2022-07 Text Amendment - Comprehensive Plan - TAIO
2. Exhibit "A" - TAIO - Comprehensive Plan Amendment
3. DEO Approval Letter

**ORDINANCE NO. 2022-07**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, AS AMENDED, AMENDING THE TEXT OF THE VILLAGE'S FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO CREATE THE "TENTH AVENUE INCUBATOR OVERLAY", PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY REPEAL OF ALL ORDINANCES IN CONFLICT, SEVERABILITY; AN EFFECTIVE DATE; AND, FOR OTHER PURPOSES.**

**WHEREAS**, the Village Council ("Council") of the Village of Palm Springs, Florida ("Village") has adopted a Comprehensive Plan ("Plan") pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act"; and

**WHEREAS**, the Village's Plan has been determined to be in compliance with the provisions of the Act and Rule 9J-5 of the Florida Administrative Code; and

**WHEREAS**, the Village desires to create a "Tenth Avenue Incubator Overlay" in the Future Land Use Element of the Comprehensive Plan in order to promote the redevelopment of the commercial properties located on the northwest corner of 10<sup>th</sup> Avenue North and Florida Mango Road; and

**WHEREAS**, pursuant to Chapter 163, Florida Statutes, and Rule 9J-5, Florida Administrative Code, all subsequent amendments to the Plan must be adopted in accordance with detailed statutory procedures; and

**WHEREAS**, the Village's Local Planning Agency ("LPA") has considered the proposed amendments at a duly advertised meeting and has recommended that the Council adopt the Plan Amendments as set forth in the attached Exhibit "A"; and

**WHEREAS**, the Village has held all required public hearings, both prior to transmittal and submission of the proposed amendments to the Plan to the Florida Department of Economic Opportunity and after the proposed amendments to the Plan were returned to the Village of Palm Springs, in accordance with Chapter 163, Florida Statutes

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

**Section 1.** The Village Council of the Village of Palm Springs, Florida hereby amends the current Comprehensive Plan dated January 11, 2018, as amended, to create the "Tenth



Avenue Incubator Overlay" in the Future Land Use Element, which amendment consists of the pages attached hereto as Exhibit "A" and made a part hereof, and which will be incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is on file in the office of the Village Clerk.

**Section 2.** This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

**Section 3.** The Village Clerk is hereby directed to transmit the comprehensive plan amendment documents to the Department of Economic Opportunity and other agencies within ten (10) working days, in accordance with Section 163.3184, Florida Statutes.

**Section 4.** Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 5.** Severability. If any word, clause, sentence, paragraph, section 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 6.** Effective Date. The effective date of this Plan Amendment shall be in accordance with Section 163.3184, Florida Statutes; however, not later than thirty-one (31) days after the State Land Planning Agency has received the completed Amendment package. No development order, development permits, or land uses dependent on this Amendment may be issued or commenced before the Amendment has become effective.

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:

Ordinance No. 2022-07 Text Amendment to Create the "Tenth Avenue Incubator Overlay"

|                              | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, MAYOR PRO TEM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY

## Tenth Avenue Incubator Overlay

### Future Land Use Element

Objective T: A Tenth Avenue Incubator Overlay (“TAIO”) shall be maintained in the Village’s Land Development Regulations in order to encourage innovative development/redevelopment along 10<sup>th</sup> Avenue North with uses that are commercial and/or light industrial in nature, designed in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth (10<sup>th</sup>) Avenue, generally located north of 10<sup>th</sup> Avenue North, between Palm Drive and S. Florida Mango Road, as depicted on Map T-1:



Map T-1



- Policy T.1: Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, in consideration of the design elements and development standards outlined in the Village Lands Development Regulations for the TAIO.
- Policy T.2: Projects that comply with the requirements of the TAIO may be approved in accordance with the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, and are not obnoxious in nature, and are compatible with adjacent residential uses.

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

October 26, 2022

The Honorable Bev Smith  
Mayor, Village of Palm Springs  
Village Hall  
226 Cypress Lane  
Palm Springs, Florida 33461

Dear Mayor Smith:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the Village of Palm Springs (Amendment No. 22-02ESR) received on September 26, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The Village should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the Village is reminded that:

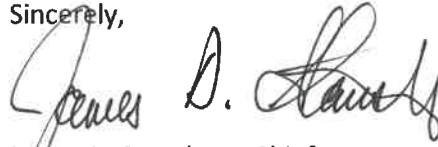
- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the Village. **If the Village receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the Village that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(850) 245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850) 717-8490 or by email at [matt.preston@deo.myflorida.com](mailto:matt.preston@deo.myflorida.com).

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with the first name "James" being the most prominent.

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/mp

Enclosure(s): Procedures for Adoption

cc: Iramis Cabrera, Planning, Zoning, and Building Director, Village of Palm Springs  
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council



**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS**  
**FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ State Land Planning Agency identification number for adopted amendment package;

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted;

\_\_\_\_\_ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

\_\_\_\_\_ Ordinance number and adoption date;

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact;

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

\_\_\_\_\_ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

\_\_\_\_\_ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Planning, Zoning & Building

---

**ITEM #12:** Ordinance No. 2022-08 - Village Code Amendment - Chapter 34 - Tenth Avenue Incubator Overlay

**SUMMARY:** The Planning, Zoning & Building Department is proposing amendments to the Land Development Regulations to establish a Tenth Avenue Incubator Overlay (TAIO) within a new Subdivision XI to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial or light industrial, designated in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only apply to Commercial General (CG) zoned properties fronting Tenth (10th) Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road. The objective of the TAIO would be to promote the redevelopment of the properties by creating a distinct character and identity.

Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, in consideration of the design elements and development standards outlined in the Village Land Development Regulations for the TAIO.

Projects that comply with the requirements of the TAIO may be approved under the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, and is not obnoxious, and is compatible with adjacent residential uses.

Rather than consider land-use changes on a parcel-by-parcel basis, which leads to concerns about compatibility and "spot zoning," an overlay approach is proposed to be utilized to permit innovative designs in exchange for design and uses considerations.

The proposed TAIO (Land Development Regulations and design requirements) was initially drafted by the property owner and was discussed with the Planning, Zoning, and Building Director, the Assistant Village Manager, and the Village Manager. The staff has proposed various revisions to the property owner's suggested land development regulations and is moving forward as a staff-initiated effort.

The proposed Tenth Avenue Incubator Overlay provides the following:

- The buildings shall be designed in a manner with a harmonious architectural style with allowances for variations in color and design to establish an identity for the unified planned development.



- The building façade(s) facing 10<sup>th</sup> Avenue North should be designed in a manner to resemble an office, retail, or showroom building.
- Bay doors shall be screened from adjacent residential uses, and bay doors shall not face adjacent streets.
- Manufacturing and assembly portions of the design shall be conducted inside the principal structure(s), and activities shall be conducted within a climate-controlled environment, to the greatest extent practicable, to prevent external noise, vibrations, dust, odor, and other conditions.

The proposed TAIO encompasses four (4) parcels and a total of 8.6075 acres. The area is designated in the Commercial Land-Use category.

**Note:** Notifications were mailed to all property owners abutting the TAIO on July 19, 2022. It was advertised in the Lake Worth Herald on August 4, August 25, and December 1, 2022.

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Assistant Village Manager and by the Village Attorney.

The Planning & Zoning Board considered the requested land development regulations amendment during their August 9, 2022, meeting.

The proposed ordinance was approved on the 1st reading by the Village Council on September 8, 2022, and is being presented on the 2nd and final reading.

**FISCAL IMPACT:**

Amending the Land Development Regulations to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

**ATTACHMENTS:**

1. Proposed Ordinance No. 2022-08 - Tenth Avenue Incubator Overlay - TAIO
2. Public Hearing Notification - Village of Palm Springs

**ORDINANCE NO. 2022-08**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", TO ESTABLISH PROVISIONS OF A NEW SUBDIVISION XI, "TENTH AVENUE INCUBATOR OVERLAY", SPECIFICALLY SECTIONS 34-1090 – 34-1099; TO PROVIDE INCENTIVES FOR REDEVELOPMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village currently has regulations in place at Chapter 34 of the Village Code of Ordinances regarding development or improvements of land; and

**WHEREAS**, the Village desires to amend the existing regulations to provide incentives for redevelopment of the commercial properties located on the northwest corner of 10<sup>th</sup> Avenue North and Florida Mango; and

**WHEREAS**, the Village finds that providing special development regulations for the redevelopment of high-quality uses that are commercial in nature complementary to the adjacent neighborhoods, incorporating a harmonious architectural style with variations and compatible design to establish a neighborhood identity, and

**WHEREAS**, by Ordinance 2022-07, the Village Council approved amendments to the Comprehensive Plan of the Village of Palm Springs to ensure that the development regulations proposed herein are consistent with the Comprehensive Plan;

**WHEREAS**, the amendments to the Comprehensive Plan made by Ordinance 2022-07 have been reviewed by the Florida Department of Economic Opportunity ("DEO") and the DEO has no objections thereto; and

**WHEREAS**, the Village has determined that the development regulations proposed herein are fully consistent with the Comprehensive Plan, as amended; and

**WHEREAS**, the Village that finds making amendments to existing land development regulations to establish standards to encourage redevelopment in the commercial properties serves a valid public purpose.

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

**Section 1.** The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this

Ordinance.

**Section 2.** Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental District Regulations”, Subdivision XI “Tenth Avenue Incubator Overlay” with Sections 34-1090 – 34-1099 is hereby enacted to read as follows:

**New Subdivision XI. – Tenth Avenue Incubator Overlay**

Sec. 34-1090. – Tenth Avenue Incubator Overlay.

This subdivision XI establishes an overlay to be known as the Tenth Avenue Incubator Overlay (“TAIO”) which is applicable to CG Zoned properties on the north side of 10<sup>th</sup> Avenue North between Palm Road and South Florida Mango Road, as shown on Map T-1 in the future land use element of the comprehensive plan.

Sec. 34-1091 – Purpose and Intent.

The intent of the TAIO is to provide special development regulations for the development and redevelopment of high-quality uses that are commercial in nature at an intensity, scale, and mass complementary to the adjacent neighborhoods, incorporating a harmonious architectural style with variations and compatible design to establish a neighborhood identity.

Sec. 34-1092- Applicability.

Compliance with these regulations is applicable on an “opt in” basis to all development and redevelopment within the TAIO. Development projects that elect to comply with the development standards outlined in section 34-1099 will become eligible for the Incubator Uses outlined in section 34-1094. Development projects that do not comply with the standards set forth in section 34-1099 must comply with the CG district and all other applicable development standards and will not be eligible for Incubator Uses.

Development projects that elect to comply with the development standards outlined in section 34-1099 shall comply with the provisions of Subdivision IX, Planned Developments and shall be governed under a unified development plan, common design requirements, Village-approved development order, and unified control to ensure compliance with operational conditions, restrictions and allowances afforded by the TAIO.

In addition to the regulations specified herein for the TAIO, all lot and building requirements of the underlying CG zoning district and all other applicable standards in these land development regulations shall apply. Where there is a conflict between the TAIO standards and other land development regulations, the TAIO standards shall apply.



Sec. 34-1093 – Definitions.

Any term not defined herein shall keep the same meaning as found in Section 1-2.

Incubator Use: Incubator uses shall include heavier commercial uses and light industrial uses, meaning a business which assembles, processes, treats, compounds or packages goods or significant amounts of raw materials. Light industrial uses include "high technology industries."

Sec. 34-1094 – Permitted Uses.

Permitted uses within the TAIO shall be limited to the following:

- (1) All uses permitted within CG;
- (2) All special exception uses within CG (subject to the Sec. 34-607); except the uses prohibited under Sec. 34-1096
- (3) Incubator Uses, subject to compliance with development standards enumerated in Section 34-1099, Incubator Use Development Standards; and/or
- (4) A combination thereof.

Sec. 34-1095 – Accessory Uses.

Accessory uses permitted in the TAIO shall only include any accessory use customarily incidental and subordinate to the permitted uses. All outdoor storage shall be specifically delineated on the approved site plan and in accordance with Section 34-828. – Supplemental Regulations.

Sec. 34-1096 – Prohibited Uses.

The following uses shall be specifically prohibited in the TAIO:

- (1) Any use not specifically or provisionally permitted.
- (2) Any use which creates a noticeable amount of noise, dust, odor, smoke, gas, fumes, heat, humidity, glare, excessive light, and/or vibration outside of the building in which the activity takes place.
- (3) Any use which generates objectionable types of truck traffic or creates unusual traffic hazards or congestion due to the type of trucks required by or attached to the use.
- (4) Automotive repair (minor and major)
- (5) Gas stations with and without a convenience store
- (6) Childcare facilities
- (7) Self-storage facilities
- (8) Bars
- (9) Nightclubs

#### Sec. 34-1097 – Compatibility with Comprehensive Plan

Light Industrial uses permitted under the definition of Incubator Uses and uses permitted within Sec. 34-1094 Permitted Uses, as well as Sec. 34-1095 Accessory Uses, shall be deemed compatible with the adjacent residential neighborhoods, subject to compliance with the Sec.34-1099. - Incubator Use Development Standards.

#### Sec. 34-1098 – Approval Criteria.

The following standards shall be met by all applicants for development approval within the TAIO:

- (1) The proposed TAIO project is consistent with the goals, objectives, and policies of the village's comprehensive plan;
- (2) The proposed TAIO project is consistent with the land development and zoning regulations and all other portions of the Code;
- (3) The proposed TAIO project 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 locations, mass, height and setback, and other relevant factors peculiar to the proposed TAIO project and the surrounding property.
- (4) That the proposed TAIO project:
  - 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 a 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. Does not adversely affect population densities, light, air, and natural resources, including native ecosystems.
- (5) The TAIO project 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 and economic growth.
- (6) The TAIO project will not adversely affect the public health, safety, comfort, convenience, order, appearance, general welfare, and the tax base.

#### Sec. 34-1099 - Incubator Use Development Standards.

The following property development regulations shall be in effect for the TAIO:

- (1) Architectural Style and Design Guidelines (whether single or multi-tenant)
  - a. The buildings shall be designed in a manner with a harmonious architectural style with allowances for variations in color and design, to establish an identity for the unified planned development.

- b. The building façade(s) facing 10<sup>th</sup> Avenue North shall be designed in a manner to resemble an office, retail, or showroom building.
  - c. Bay doors shall be screened from adjacent residential uses and bay doors shall not face adjacent streets.
  - d. Manufacturing and assembly portions shall be conducted inside the principal structure(s), and activities shall be conducted within a climate-controlled environment, to the greatest extent practicable, to prevent external noise, vibrations, dust, odor, and other conditions.
- (2) Setbacks and Building Separation
- a. Minimum front yard: 10 feet
  - b. Minimum rear yard: 10 feet
  - c. Minimum side yard (interior): 10 feet
  - d. Minimum side yard (corner): 10 feet
  - e. Where residential uses are adjacent to side yards and rear yards, there shall be a minimum 30-foot setback with an 8 ft. high masonry wall within the landscape buffer.
  - f. As a planned development, the setbacks shall be measured from the exterior TAIO boundary. Building separation requirements shall be determined by the minimum Fire Code regulations.
- (3) Building height maximum of 60 feet to the top of beam of the fourth floor. Four stories maximum.
- (4) Building articulation. There shall be variation in the building façade of the buildings. Building design guidelines of Sec. 34-1366 shall apply.
- (5) The site shall be designed utilizing the principals of Crime Prevention Through Environmental Design (CPTED) including, but not limited to:
- a. Design site to increase pedestrian and bicycle traffic adjacent to 10<sup>th</sup> Avenue North and provide cross access between properties where appropriate.
  - b. Windows provided overlooking walkways, driveways, and parking areas.
  - c. Design landscapes which enable site surveillance from adjacent rights-of-way.
  - d. Design perimeter fencing and walls to enable site surveillance from adjacent rights-of-way.
  - e. Design site lighting to ensure that potential problem areas well-lit such as pathways, entrances/exits, parking areas, public spaces, mailboxes, play areas, dumpsters, etc. ensure that light levels are appropriate and are not too bright thus creating glare or deep shadows.
- (6) Sidewalks and concrete pathways shall connect to each other and to community spaces as well as the public rights-of-way for pedestrian safety.
- (7) Property development regulations of the CG zoning district contained in Section 34-826 remain applicable except as provided herein.
- (8) Landscaping shall be in accordance with article III.
- (9) Supplemental regulations shall be as set forth in Division 7 of Article V.



- (10) Off-street parking and loading shall comply with division 8 of Article V.
- (11) Maintenance of common areas and facilities shall comply with Sec. 34-1065(j).

**Secs. 34-1100 – 34-1110. – Reserved.**

**Renumber existing Subdivision XI to XII and all subsequent subdivisions accordingly.**

**Subdivision XI. XII. – Community Residential Homes**

**Subdivision XII. XIII. – Mobile Home Developments**

**Subdivision XIII. XIV. – Residential Conversions**

**Subdivision XIV. XV. – Social Service Facilities**

**Subdivision XV. XVI. – Automotive Repair Establishments, Car Washes, Convenience (Food and Beverage) Stores, Full-Service Fuel Stations, and Gas stations with and without Convenience stores**

**Subdivision XVI. XVII. – Vehicle Sales**

**Subdivision XVII. XVIII. – Flex Units**

**Subdivision XVIII. XIX. – Hospitals/Full Service Medical Facilities**

**Subdivision XIX. XX. – Wireless Telecommunication Towers and Antennas**

**Subdivision XX. XXI. – Reserved**

**Subdivision XXI. XXII. – Bars**

**Subdivision XXII. XXIII. – Nightclubs**

**Subdivision XXIII. XXIV. – Adult Entertainment**

**Subdivision XXIV. XXV. – Sale or Dispensing of Controlled Substances**

**Subdivision XXV. XXVI. – Gulfstream Road Overlay**

**Subdivision XXVI. XXVII. – Shopping Carts**

**Section 3. Codification.** The ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

**Section 4. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 5. Severability.** If any word, clause, sentence, paragraph, section, 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 6.** **Effective Date.** This Ordinance shall become effective immediately upon adoption.

Council Member \_\_\_\_\_, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                              | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, MAYOR PRO TEM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



## **PUBLIC HEARING NOTICE**

Notice is hereby given that public hearings will be held on:

**Tuesday, August 9, 2022 at 6:30 p.m. by Planning & Zoning Board**  
**Thursday, September 8, 2022 at 6:30 p.m. by Local Planning Agency**  
**Thursday, September 8, 2022 at 6:30 p.m. by the Village Council, after LPA Meeting**

In the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs, FL 33461 to consider:

### **Comprehensive Plan (Text) Amendment and Land Development Regulations Amendment**

Village-initiated amendments to establish a Tenth Avenue Incubator Overlay. The intent of the Tenth Avenue Incubator Overlay ("TAIO") is to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial and/or light industrial in nature, designed in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth (10<sup>th</sup>) Avenue, generally located north of 10<sup>th</sup> Avenue North, between Palm Drive and South Florida Mango Road.

Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, in consideration of the design elements and development standards outlined in the Village Lands Development Regulations for the TAIO.

Projects that comply with the requirements of the TAIO may be approved in accordance with the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, and are not obnoxious in nature, and are compatible with adjacent residential uses.

The proposed TAIO encompasses 4 parcels and a total of 8.6075 acres (see map). The area is designated with the Commercial Land Use category.

All persons interested in these matters may appear at the times and place aforesaid and be



heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office.

If a person decides to appeal any decision made by the above Boards with respect to any matter considered at such hearings, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation to attend or participate in this meeting should contact the Village Clerk at (561) 584-8200 at least three (3) days prior to the meeting to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA

Kimberly M. Wynn, Village Clerk

Publish: Lake Worth Herald

July 28, 2022 and August 25, 2022





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Planning, Zoning & Building

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**ITEM #13:** Resolution No. 2022-50 - Sign Variances - McDonald's - 3671 South Congress Avenue

**SUMMARY:** Mr. Daryl Johnson, agent for the Applicant, McDonald's (Corporate Office), is requesting five (5) sign variances to install two (2) digital menu board signs and two (2) digital presell signs, one of each at each drive-thru lane order point, of the existing fast food restaurant located at 3671 South Congress Avenue.

The Corporate Office submits the proposed new digital menu signs to display graphics of menu items in various colors and prices, which, if approved, would be a deviation from the Village Code regarding electronic signs. The applicant has stated that the proposed sign text/copy will only change twice daily - when the menu changes from breakfast to lunch/dinner and vice versa. At this time, some digital menu boards are being used by McDonald's within Palm Beach County (photos of the digital menu board within the agenda backup are from a sign installed at 2605 South Military Trail). The Village Council recently approved the same requested variances for the McDonald's site located at 3015 Forest Hill Boulevard (Resolution No. 2022-34 - August 18, 2022).

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

In September 2013, the Village Council authorized a sign variance for the restaurant (Resolution No. 2013-47):

- Permit a second rear drive-thru lane with a second menu board, a total of two menu boards, one in each drive-thru lane.

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

- **(PSV22-18)** - A request to allow an electronic changeable menu board and presell signs at each of the two (2) drive-thru lane order points. (Provides relief from Section 34-267 of the Village Code that limits changeable electronic signs to public service messages on governmental, public, or educational properties).



- **(PSV22-19)** - Request to allow four (4) changeable electronic signs (Provides relief from Section 34-267(d) of the Village Code that limits only one (1) electronic sign - per property).
- **(PSV22-20)** - Request to allow multiple colors and varying messages (menu items and price) (Provides relief from Section 34-267(i) from Village Code that limits changeable electronic signs to monochromatic, single messages).
- **(PSV22-21)** - to allow graphics and logos (Provides relief from Section 34-267(l) of the Village Code that permits only text and numbers on changeable electronic signs).
- **(PSV22-22)** - to allow 100% changeable copy area (Provides relief from Section 34-263(f) of the Village Code that limits changeable copy area to be 25% of the proposed sign area)
- Permitting commercial businesses to utilize changeable electronic signs.

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

- Allowing graphics on changeable electronic signs.

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

Resolution No. 2022-50 was advertised in the Lake Worth Herald on December 1, 2022.

#### **FISCAL IMPACT:**

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

#### **ATTACHMENTS:**

1. Resolution No. 2022-50 - McDonalds (Sign Variance) - 3671 South Congress Avenue
2. Exhibit "A" Staff Report
3. Applicant Justification Statement
4. Site Plan and Sign Details
5. Previously Approved Menu Boards
6. McDonalds signs from other site
7. Palm Beach County Digital Signs Sites
8. Aerial and Location Maps

## RESOLUTION NO. 2022-50

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION SUBMITTED BY MR. DARYL JOHNSON, THE AGENT FOR APPLICANT MCDONALD'S CORPORATE OFFICE, REQUESTS FIVE (5) SIGN VARIANCES TO INSTALL TWO (2) DIGITAL MENU BOARD SIGNS, TWO (2) DIGITAL PRESELL SIGNS ONE AT EACH RESTAURANT DRIVE THRU LANE AT THE MCDONALD'S RESTAURANT AT 3671 SOUTH CONGRESS AVENUE; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Mr. Daryl Johnson, agent for the applicant McDonald's Corporate Office, submitted a request for approval of five (5) sign variances to install two (2) digital menu board signs and two (2) digital presell signs at each drive-thru lane at the McDonald Restaurant located at 3671 South Congress Avenue; and

**WHEREAS**, the applicant is seeking variance relief as follows:

- **(PSV22-18)** - A request to allow an electronic changeable menu board and presell signs at each of the two (2) drive-thru lane order points. (Provides relief from Section 34-267 of the Village Code that limits changeable electronic signs to public service messages on governmental, public, or educational properties).
- **(PSV22-19)** - Request to allow four (4) changeable electronic signs (Provides relief from Section 34-267(d) of the Village Code that limits only one (1) electronic sign - per property).
- **(PSV22-20)** - Request to allow multiple colors and varying messages (menu items and price) (Provides relief from Section 34-267(i) from Village Code that limits changeable electronic signs to monochromatic, single messages).
- **(PSV22-21)** - to allow graphics and logos (Provides relief from Section 34-267(l) of the Village Code that permits only text and numbers on changeable electronic signs).
- **(PSV22-22)** - to allow 100% changeable copy area (Provides relief from Section 34-263(f) of the Village Code that limits changeable copy area to be 25% of the proposed sign area)

Resolution No. 2022-50 – 3671 South Congress Avenue (5) Sign Variances for McDonald's Restaurant

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

- Permitting commercial businesses to utilize changeable electronic signs.

The proposed digital menu signs will display graphics of menu items in a variety of colors, along with the prices, which is a deviation from code allowances for electronic signs. Further, the maximum height of the graphics/text/numbers may exceed 12 inches. The applicant stated the menu sign would change only once daily during the menu change from breakfast to lunch/dinner. The menu board signs will be illuminated 24 hours per day during the restaurant's operation.

**WHEREAS**, the Village Council has heard this matter in public session; considered the presentation and other evidence presented by the applicant; received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter.

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

**Section 1.** The Village Council has received and considered a request from Mr. Johnson, agent for McDonald's Restaurant for five (5) sign variances; the applicant having been otherwise fully apprised of the premises herein, the Village Council finds the Applicant (has/has not) met the criteria required to permit the variances, and hereby (approves/denies) the said application as proposed.

**Section 2.** Notwithstanding any exceptions, conditions, or other approvals or denials 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.



Resolution No. 2022-50 – 3671 South Congress Avenue (5) Sign Variances for McDonald's Restaurant

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

|                              | Aye                      | Nay                      | Absent                   |
|------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, MAYOR PRO TEM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of December 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

\_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

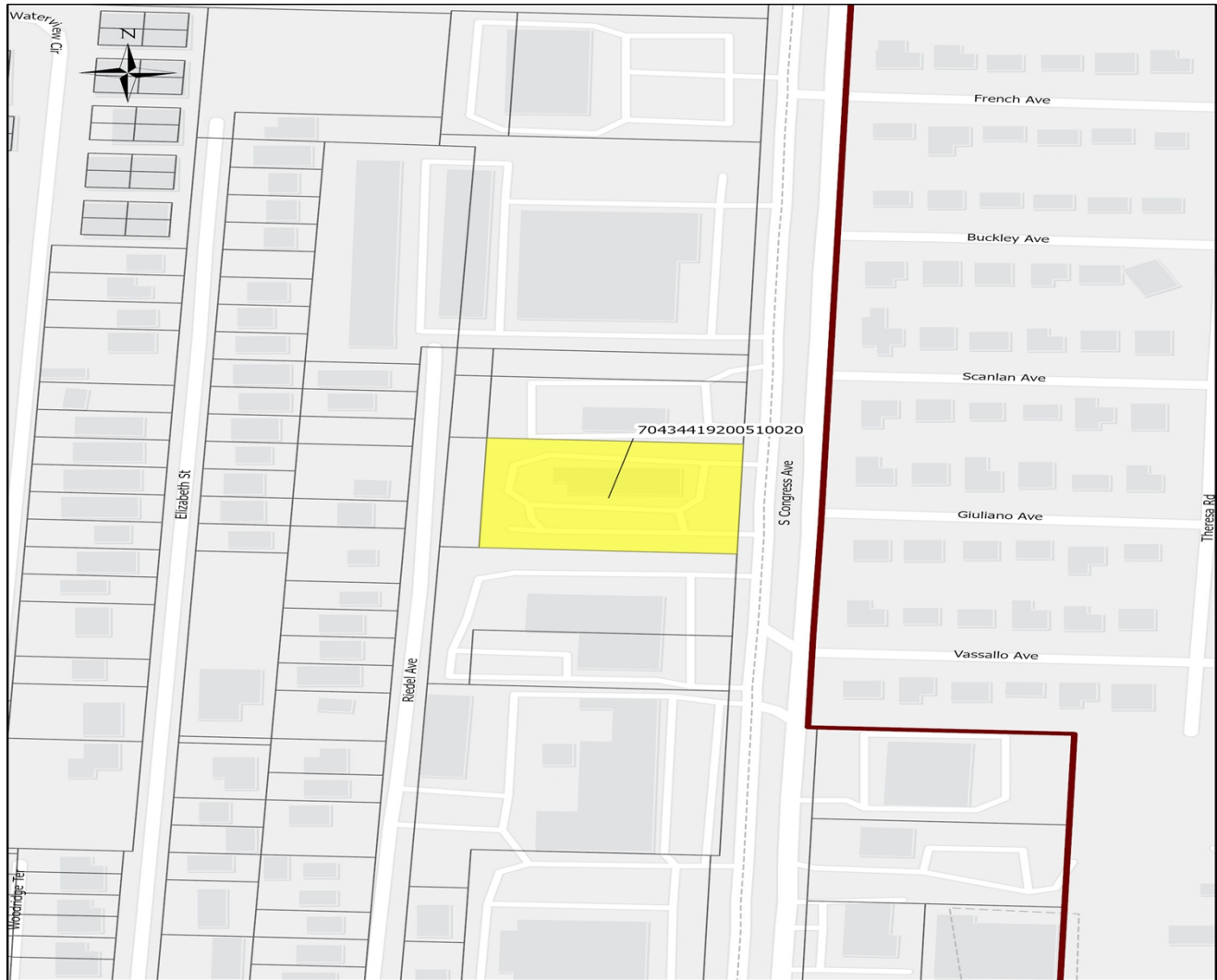
BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



## PLANNING, ZONING & BUILDING STAFF REPORT

**SUBJECT:** Sign Variance: Electronic Changeable Copy Menu Board - McDonald's - 3671 South Congress Avenue

| Application Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------|
| <b>Applicant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | McDonald's Corporation<br><b>Agent:</b> Daryl Johnson, Corporate Property Services, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Submittal Date</b>           | 10/28/2022                                             |
| <b>Reference Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | McDonald's Forest Hill Sign Variances                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Case Number</b>              | <b>PSV22-18, PSV22-19, PSV22-20, PSV22-21 PSV22-22</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Parcel Control No</b>        | 70-43-44-19-20-051-0020                                |
| <b>Location</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 3671 S Congress Avenue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Site Area</b>                | ±1.31 acres                                            |
| <b>PZ&amp;B Meeting</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Village Council Meeting</b>  | December 8, 2022                                       |
| Requests                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                                        |
| <b>Variances</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p><b>PSV22-18</b> Variance Relief from Section 34-267 to allow electronically changeable menu board and presell signs at each of the two drive-thru lane order points where Code limits changeable electronic signs to public service messages on governmental, public, or educational properties.</p> <p><b>PSV22-19</b> Variance Relief from Section 34-267(d) to allow four (4) changeable electronic signs where Code limits such signs to one per property.</p> <p><b>PSV22-20</b> Variance Relief from Section 34-267(i) to allow multiple colors and varying messages (menu items and price) where Code limits changeable signs to monochromatic, single messages.</p> <p><b>PSV22-21</b> Variance Relief from Section 34-267(l) to allow graphics and logos where Code permits only text and numbers on changeable electronic signs.</p> <p><b>PSV22-22</b> Variance Relief from Section 34-263(f) to allow menu boards with 100% changeable copy area where Code limits changeable copy area to 25%.</p> |                                 |                                                        |
| Site Characteristics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                                        |
| <b>Existing Use</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | McDonald's fast-food restaurant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Proposed Use</b>             | Same (no changes)                                      |
| <b>Zoning</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Commercial General (CG)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Existing Future Land Use</b> | Commercial                                             |
| Surrounding Existing Land Use, Future Land Use, and Zoning                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                                        |
| <b>Direction</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Existing Use</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Future Land Use</b>          | <b>Zoning District</b>                                 |
| North                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Sit-down Restaurant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Commercial                      | Commercial General (CG)                                |
| South                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Professional offices building                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Commercial                      | Commercial General (CG)                                |
| East                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Residential uses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Unknown Unincorporated PBC      | Unknown Unincorporated PBC                             |
| West                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Residential uses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Medium Density Residential      | Residential Multiple-Family (RM)                       |
| Recommendation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                                        |
| <p>Planning, Zoning, and Building Staff is concerned with establishing precedence for allowing commercial businesses to utilize changeable electronic signs and allowing graphics on electronic signs. Council approval should depend on the condition that the signs comply with the limitations of Section 34-267, which prohibit animations or video displays and require sign messages to remain static for a minimum of six seconds with an instantaneous change of display with one second or less.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                                        |



## I Site History

- **Ordinance 2002-27: Annexation**

The property was annexed into the Village of Palm Springs in July 25, 2002 and designated with Land Development with Commercial General zoning and Commercial Future Land Use.

- **Resolution 2013-47: Special Exception and Site Plan**

In September 2013 the Village Council adopted above resolution to allow the demolition of the existing play area, construction of a 938 square foot expansion of the existing of the existing 4,202 square foot restaurant and addition of a second rear drive-thru lane with a second menu board sign.

- **Resolution 2014-03: Sign Variance**

The Village Council adopted above resolution on January 23, 2014, approving two sign variances to allow wall signage along north and south sides facades not facing a right-of-way and to allow window signage to exceed the 25% maximum coverage per window permitted.



## **II Neighborhood Compatibility**

- 1) The proposed project is located on the west side of South Congress Avenue north of Lake Worth Road.
- 2) Several different retail, office, and restaurant establishments can be found along South Congress Ave corridor.
- 3) Properties west of the site are generally residential.
- 4) Palm Beach State College is located within 1500 feet of the property.
- 5) South Congress Ave is a major automobile corridor.

## **III Variances Requested**

- The applicant is requesting the following variances:

**PSV22-18** Variance Relief from Section 34-267 to allow electronically changeable menu board and presell signs at each of the 2 drive thru lane order points where Code limits changeable electronic signs to public service messages on governmental, public, or educational properties.

**PSV22-19** Variance Relief from Section 34-267(d) to allow four (4) changeable electronic signs where Code limits such signs to one per property.

**PSV22-20** Variance Relief from Section 34-267(i) to allow multiple colors and varying messages (menu items and price) where Code limits changeable signs to monochromatic, single messages.

**PSV22-21** Variance Relief from Section 34-267(l) to allow graphics and logos where Code permits only text and numbers on changeable electronic signs.

**PSV22-22** Variance Relief from Section 34-263(f) to allow menu boards with 100% changeable copy area where Code limits changeable copy area to 25%.

This application is part of McDonald's national effort to revitalize and re-image many existing restaurants. The applicant claims that some of the sign requirements in the Village of Palm Springs Land Development Code prevent McDonald's from enhancing the customer experience during the ordering process in the drive-thru lanes. The applicant claims that approval of the requested sign variances will enable McDonald's to continue achieving customer satisfaction, which is vital to any commercial establishment.

The applicant argues that digital menu boards are the perfect medium to promote fast food restaurant products through total customization of visual and audio elements blended with eye-catching visual content. The applicant claims that McDonald's unique signage request will not set a bad precedent for the Village of Palm Springs, but rather these signs will provide a quality presentation, visibility, and smart use of data. The applicant also claims that this type of signage format allows quick flexibility for a fast-paced restaurant industry whereby menu items can be altered based on the time of day and the year's season.

The applicant's full justification is attached hereto.

**1. Special and unique conditions exist which are peculiar to the applicant's case, and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public right-of-way.**

The digital menu boards and digital presell signs were created to enhance the customer order experience. The signs will not be visible from off-site and will not create a distraction for oncoming traffic. The special conditions and

circumstances are a result of the restrictions imposed by the Land Development Code that limits and prohibits these types of signs. The digital menu and presell boards are primarily for customer information purposes of meal items once customers are on the premise and are not utilized for general advertisement purposes. The use of technology such as digital signage has created opportunities for fast food restaurants to be more efficient and provide an improved customer service experience. The variance request is consistent with the authority and purpose of this Code, as it provides the ability for a Code deviation, which will address an evolving need for restaurants that provide service to the Village of Palm Springs residents.

**2. The special and unique conditions are not directly attributable to the actions of the applicant.**

The digital menu boards and digital presell signs were created to enhance the customer order experience. The signs will not be visible from off-site and do not create a distraction for oncoming traffic. The special conditions and circumstances are a result of the restrictions imposed by the Land Development Code that limits and prohibits these types of signs. In addition, the change of image at different mealtimes will ensure that the customer is viewing the correct meals available for the applicable time of day. On average, over 60% of all McDonald's customers utilize the drive-thru, and the current menu board code restrictions provide an undue restriction on these menu structures that are not utilized for general advertising purposes.

**3. The literal interpretation of this article, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.**

The digital menu board and presell signs allow for improved customer menu selections after the customer has already entered the property. Denial of these variances would make it challenging for McDonald's to provide paramount customer service. The requested sign variance is minimal in nature in terms of the benefits of the project. In general, zoning jurisdictions attempt to restrict menu board signage to promote roadside aesthetics and traffic safety. While these are legitimate public concerns, menu board signage is not intended or designed to be visible, attract customers or otherwise divert traffic from the public streets. Menu board signage is solely designed and positioned to be viewed by McDonald's drive-thru customers. In addition, undue restrictions on the use of digital menu board signage will create stacking and safety issues by limiting effective communication. McDonald's primary objective in requesting these variances is due to the advancements in technology for fast food restaurants that provide opportunities to enhance drive thru service and customer experience by utilizing digital menu boards and presell signs. The improved digital signs are intended to provide patrons with a more straightforward ordering process and increase efficiency, which is certainly not a special privilege denied to other lands, buildings, or structures in the Village of Palm Springs.

**4. The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.**

With the current menu items, the proposed digital menu board and presell signs are the minimum necessary to provide a stellar customer ordering experience at the drive thru. The variance being requested is the minimum for McDonald's to make reasonable use of the land. The existing nondigital menu signs on site are 40 square feet each. The proposed digital menu board is 19.9 square feet and the proposed digital presell board is 9.9 square feet, which equates to a total 29.8 square feet of digital signage for each drive thru lane. Approval of the variance request would allow McDonald's to implement a better customer service experience while at the same time reducing the sign area at both drive thru lanes. The proposed digital presell signs will increase the service time and assist with customer service by influencing customers to make their purchasing decisions before they even arrive at the main unit menu board. The digital menu board and presell signs allow for improved customer menu selections, after the customer has already entered the property. Denial of these variances would make it challenging for McDonald's to provide paramount customer service. The requested sign variance is minimal in nature in terms of the benefits of the project.

**5. Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.**

The new digital menu sign reduces the carbon footprint by eliminating the use and disposal of florescent lighting, ballasts, paper, and plastic inserts from the waste stream. Images on these new digital signs can change periodically to reflect the current menu items offered for the time of day. A complete list of all menu items is no longer required to be displayed continually; therefore, these new digital menu signs are smaller than McDonald's older menu board signs. Both environmental and architectural aspects of the digital sign will further development with a sense of place and will not be detrimental to the public welfare.

**IV Community Outreach/ Notification**

- The subject property was posted on November 28, 2022.
- Public Notification letters were mailed to all property owners within 300-foot radius of subject property on November 28, 2022.
- Legal advertisement was published in the paper on December 1, 2022.
- Staff has not received any inquiries or comments because of the notices.

**V Recommendation**

The proposed digital signs will display graphics of menu items in a variety of colors, along with the prices, which is a deviation from code allowances for electronic signs. The applicant describes that the sign copy will only change twice daily during the menu change from breakfast to lunch/dinner and vice versa. The menu board signs will be illuminated 24 hours daily during the restaurant operation. The requested digital menu boards are each only 19.9 square feet in the sign area, thereby bringing that characteristic of each sign into conformance with Code. However, the changeable copy portion of the sign face area represents 100% of the sign.

Planning, Zoning, and Building Staff have reviewed the application. Because of Village Council's previous directions, Staff is concerned with establishing precedence for allowing commercial businesses to utilize changeable electronic signs and graphics on electronic signs. Therefore, should the Council approve the requested variances, Staff recommends that the following conditions of approval be included in the Council action:

- Digital menu board signs and presell signs shall comply with the limitations of Section 34-267, which prohibit animation or video displays and require sign messages to remain static for a minimum of six seconds with instantaneous change of the display within one second or less.
- The digital menu board signs and presell signs shall not exceed the proposed 19.9 sf and 9.9 sf on the sign face area.





**SIGN VARIANCE JUSTIFICATION**  
**McDONALD'S L/C # 009-0097**  
**3671 S. CONGRESS AVENUE**  
**VILLAGE OF PALM SPRINGS, FLORIDA**  
**October 27, 2022**

McDonald's has launched a nationwide campaign to revitalize and re-image many existing restaurants. As a result of today's hectic lifestyles, current market demands necessitate convenient and economical places to eat. Fast food restaurants today are being developed to meet the changing needs of society. Some of the sign requirements in the Village of Palm Springs Land Development Code will prevent McDonald's from enhancing the customer experience during the ordering process in the drive thru lanes. Approval of the requested sign variances will enable McDonald's to continue to achieve customer satisfaction that is so vital to any commercial establishment.

Digital menu boards are the perfect medium to promote fast food restaurant products. The digital aspect of the menu sign allows total customization of visual and audio elements, blended with eye-catching visual content. McDonald's unique signage request will not set a bad precedent for the Village of Palm Springs, but rather these signs will provide quality presentation, visibility, and smart use of data. This type of signage format allows quick flexibility for a fast-paced restaurant industry, whereby menu items can be altered based on the time of day and the season of the year.

In order to accomplish this, McDonald's is seeking relief from the following sign code requirements:

| CODE SECTION       | REQUIREMENT                                                                                                                                                           | ALLOWED                                      | PROPOSED                                                                                                             | VARIANCE                                                                                                                                                       |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 34-263 (f) | Changeable copy limited to 25% of total sign area.                                                                                                                    | 25% of total sign area                       | 100% changeable copy area of total sign                                                                              | Allow digital menu boards 100% changeable copy area                                                                                                            |
| Section 34-267     | A changeable electronic sign permitted for public service messages on governmental/public/educational properties and previously approved signs rendered nonconforming | Public service messages                      | Two digital menu boards and presell signs 19.9 and 9.9 square feet respectively (one per each drive thru lane)       | Variance to allow two digital menu board signs and two digital presell signs with messages, respectively to be 19.9 square feet each and 9.9 square feet each. |
| Section 34-267(d)  | One changeable electronic sign per property.                                                                                                                          | One changeable electronic sign per property. | Two digital changeable menu boards and presell signs respectively that are changeable (one per each drive thru lane) | Variance to allow two digital changeable menu board signs and two digital presell signs                                                                        |

|                    |                                                                                                   |                                                   |                                                                                                                |                                                                                |
|--------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Section 34-267(i)  | Changeable electronic signs shall be monochromatic within a single message.                       | Separate messages may have different colors.      | Two digital menu boards and presell signs 19.9 and 9.9 square feet respectively (one per each drive thru lane) | Variance to allow multiple colors and varying messages (menu items and prices) |
| Section 34-267 (l) | Only text and number are on changeable electronic signs. No graphics or logos shall be permitted. | Changeable electronic signs with text and numbers | Graphics and logos                                                                                             | Variance to allow graphics and logos where code permits only text and numbers  |

Chapter 34, Section 34-602 of the Code of Ordinances requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-602(f)(2) of the Code. The statement must include comments on each of the following individually:

- 1. Special conditions 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 Planning, Building & Zoning district.**

The digital menu and presell boards are primarily for customer information purposes of meal items, once customers are on the premise, and are not utilized for general advertisement purposes. The use of technology such as digital signage has created opportunities for fast food restaurants to be more efficient and provide an improved customer service experience. The variance request is consistent with the authority and purpose of this Code, as it provides the ability for a Code deviation, which will address an evolving need for restaurants that provide service to the Village of Palm Springs residents.

- 2. That the special conditions and circumstances do not result from the actions of the applicant.**

The digital menu boards and digital presell signs were created to enhance the customer order experience. The signs will not be visible from off-site and do not create a distraction for oncoming traffic. The special conditions and circumstances are a result of the restrictions imposed by the Land Development Code that limits and prohibits these types of signs. In addition, the change of image at different meal times will ensure that the customer is viewing the correct meals available for the applicable time of day. On average, over 60% of all McDonald's customers utilize the drive-thru, and the current menu board code restrictions provide an undue restriction on these menu structures that are not utilized for general advertising purposes.

- 3. 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 Planning, Building & Zoning district.**



In general, zoning jurisdictions attempt to restrict menu board signage in an effort to promote roadside aesthetics and traffic safety. While these are legitimate public concerns, menu board signage is not intended or designed to be visible, attract customers or otherwise divert traffic from the public streets. Menu board signage is solely designed and positioned to be viewed by McDonald's drive-thru customers. In addition, undue restrictions on the use of digital menu board signage will actually create stacking and safety issues by limiting effective communication. McDonald's primary objective in requesting these variances is due to the advancements in technology for fast food restaurants that provide opportunities to enhance drive thru service and customer experience by utilizing digital menu boards and presell signs. The improved digital signs are intended to provide patrons with a more straightforward ordering process and increase efficiency, which is certainly not a special privilege denied to other lands, building or structures in the Village of Palm Springs.

- 4. That literal interpretation of the provisions of this chapter will deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under terms of this chapter and would work unnecessary and undue hardship on the applicant.**

The digital menu board and presell signs allow for improved customer menu selections, after the customer has already entered the property. Denial of these variances, would make it challenging for McDonald's to provide paramount customer service. The requested sign variance is minimal in nature in terms of the benefits of the project.

- 5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.**

With the current menu items, the proposed digital menu board and presell signs are the minimum necessary to provide a stellar customer ordering experience at the drive thru. The variance being requested is the minimum for McDonald's to make reasonable use of the land. The existing non-digital menu signs on site are 40.95 square feet each. The proposed digital menu board is 19.9 square feet and the proposed digital presell board is 9.9 square feet, which equates to a total 29.8 square feet of digital signage for each drive thru lane. Approval of the variance request would allow McDonald's to implement a better customer service experience while at the same time reducing the sign area at both drive thru lanes. The proposed digital presell signs will increase the service time and assist with customer service by influencing customers to make their purchasing decisions before they even arrive at the main unit menu board.

- 6. The granting of the variance will be in harmony with the general intent and purpose of this chapter.**

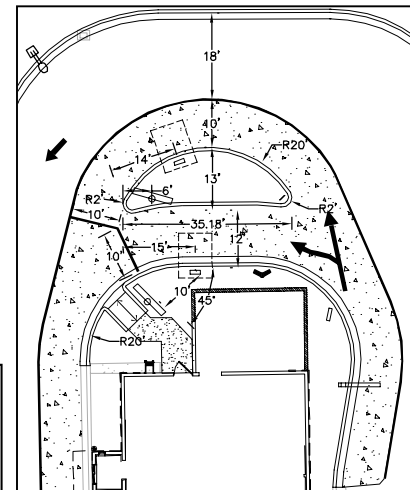
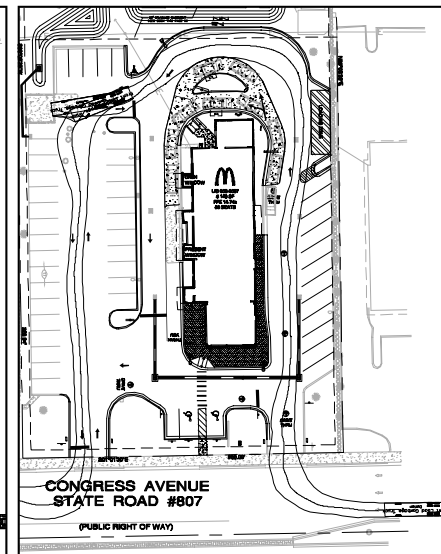
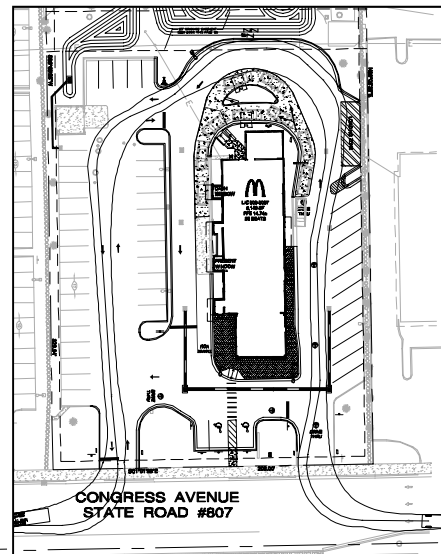
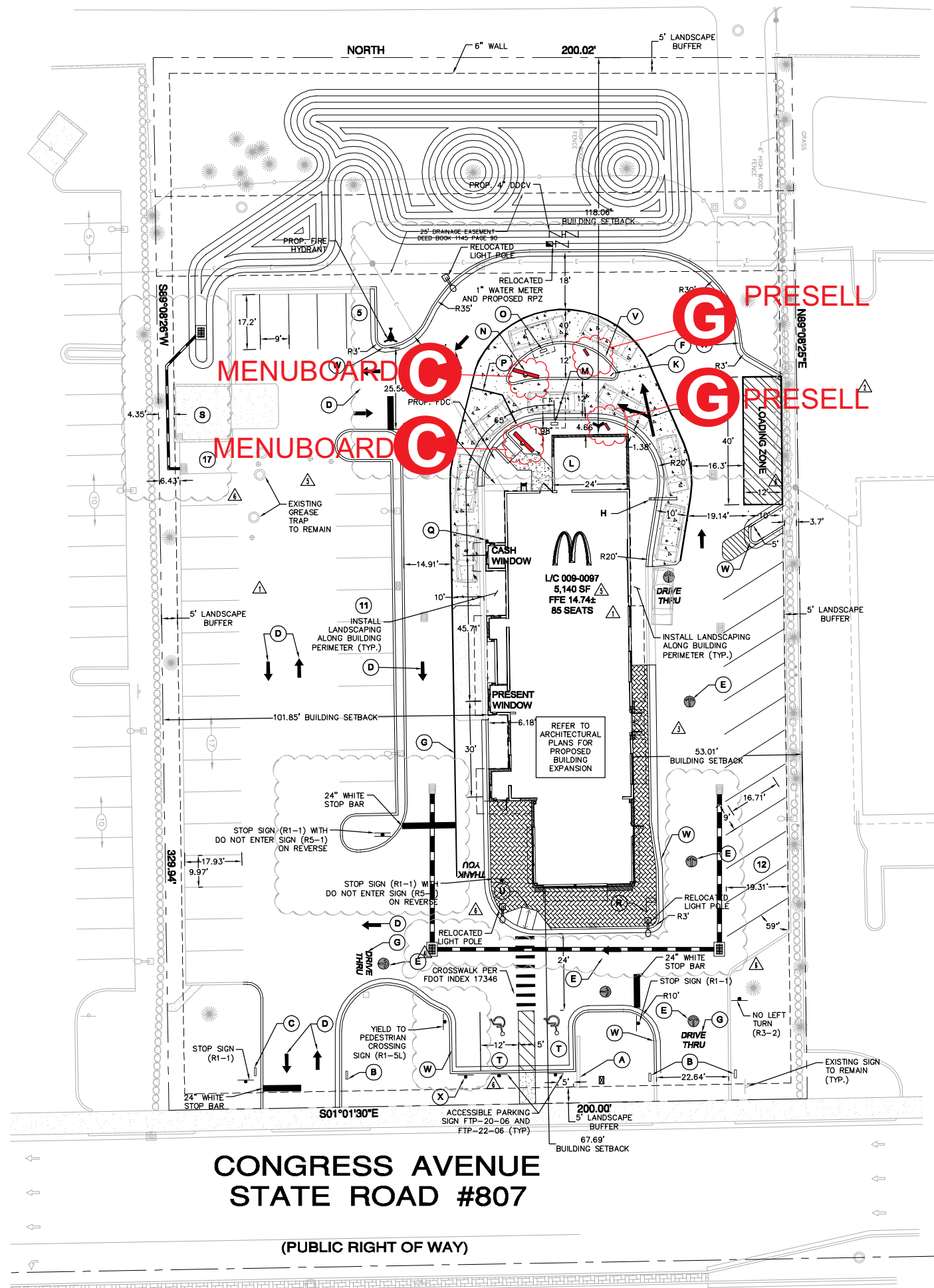
The general intent and purpose of the chapter is to promote safety and regulate overall development for the public's best interest. Digital menu boards are for customer information only. The digital signs are not general advertising and are not visible off-site. The McDonald's site located along South Congress Avenue and abuts existing commercial development to the north and south. There is no residential development adjacent to this site that will be negatively impacted by the proposed variance request.





- 7. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.**

The new digital menu sign results in a reduction in the carbon footprint by eliminating the use and disposal of florescent lighting, ballasts, paper and plastic inserts from the waste stream. Images on these new digital signs can change periodically to reflect the current menu items offered for the particular time of day. A complete list of all menu items is no longer required to be display on a continual basis and therefore, these new digital menu signs are actually smaller than McDonald's older menu board signs. Both of these environmental and architectural aspects of the digital sign will further a development with a sense of place and will not be detrimental to the public welfare.



DRIVE THRU DETAIL  
SCALE: 1"=20'

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CALL 48 HOURS  
BEFORE YOU DIG

IT'S THE LAW  
DIAL 811

**811**  
Know what's below.  
Call before you dig.

**SUNSHINE STATE ONE CALL OF FLORIDA, INC.**

|                                               |                                                                                     |                                                                                     |                                                                                     |
|-----------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>SITE DATA</b>                              |                                                                                     | SECTION 19, TOWNSHIP 44 S, RANGE 43 E                                               |                                                                                     |
| LOCATION:                                     | PALM BEACH COUNTY                                                                   |                                                                                     |                                                                                     |
| ADDRESS:                                      | 3671 N. CONGRESS AVE<br>LAKE WORTH, FL 33461                                        |                                                                                     |                                                                                     |
| ZONING                                        | GC: GENERAL COMMERCIAL                                                              |                                                                                     |                                                                                     |
| LAND USE:                                     | COMMERCIAL                                                                          |                                                                                     |                                                                                     |
| SITE AREA:                                    | 65,627 SF                                                                           | 1.51 AC                                                                             |                                                                                     |
| BUILDING HEIGHT:                              | <u>MAXIMUM</u><br>45'                                                               | <u>PROVIDED</u><br>23'±                                                             |                                                                                     |
| <u>MCDONALDS RESTAURANT</u>                   |                                                                                     |                                                                                     |                                                                                     |
| SEATING CAPACITY:                             | 85                                                                                  |  |                                                                                     |
|                                               | <u>EXISTING</u>                                                                     | <u>PROPOSED</u>                                                                     |                                                                                     |
| LOT COVERAGE:                                 | 65,627 SF                                                                           | 65,627                                                                              | 100%                                                                                |
| BUILDING AREA (MAX. 50%):                     | 4,188 SF                                                                            | 5,372 SF                                                                            | 8.2%                                                                                |
| IMPERVIOUS AREA:                              | 39,655 SF                                                                           | 38,481 SF                                                                           | 58.6%                                                                               |
| PERVIOUS AREA:                                | 21,784 SF                                                                           | 21,774 SF                                                                           | 33.2%                                                                               |
| BUILDING SETBACKS:                            |  | <u>REQUIRED</u>                                                                     | <u>PROVIDED</u>                                                                     |
| FRONT                                         | 50'                                                                                 | 67.7'                                                                               |                                                                                     |
| REAR                                          | 20'                                                                                 | 124.7'                                                                              |  |
| SIDE                                          | 15'                                                                                 | 53.0'                                                                               |                                                                                     |
| <u>LANDSCAPE BUFFERS :</u>                    | <u>REQUIRED</u>                                                                     | <u>PROVIDED</u>                                                                     |                                                                                     |
| SETBACK (NONRESIDENTIAL)                      | 5'                                                                                  | 5'                                                                                  |                                                                                     |
| <u>PARKING SUMMARY</u>                        | <u>REQUIRED</u>                                                                     | <u>EXISTING</u>                                                                     | <u>PROVIDED</u>                                                                     |
| STANDARD (GREATER OF:<br>1/3 SEATS OR 150 SF) | 85 / 3 = 28                                                                         |                                                                                     |                                                                                     |
| ACCESSIBLE PER ADA                            | 5'                                                                                  | 49                                                                                  | 46                                                                                  |
| TOTAL PARKING                                 | 103                                                                                 | 2                                                                                   | 2                                                                                   |
| PARKING RATIO                                 | 1 SP / 50 SF                                                                        | 51                                                                                  | 48                                                                                  |
|                                               |                                                                                     |  | 1 SP / 112 SF                                                                       |
| *BASED ON TOTAL PARKING PER ADACODE :         |                                                                                     |                                                                                     |                                                                                     |
| <u>TOTAL STALLS</u>                           | <u>ACCESSIBLE STALLS</u>                                                            |                                                                                     |                                                                                     |
| 26-50                                         | 2                                                                                   |                                                                                     |                                                                                     |
| 51-75                                         | 3                                                                                   |                                                                                     |                                                                                     |
| 76-100                                        | 4                                                                                   |                                                                                     |                                                                                     |
| 101-150                                       | 5                                                                                   |  |                                                                                     |

|               |                             |              |  |                                                                                                   |  |           |  |                          |  |                         |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
|---------------|-----------------------------|--------------|--|---------------------------------------------------------------------------------------------------|--|-----------|--|--------------------------|--|-------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----|---------------------------|--------------|----|-----------------------------|--------------|----|---------------------------|--------------|----|-----------------------------|--------------|----|-----------------------------|--------------|----|-----------------------------|--------------|-----|-----------|---------|
| C-100 - OPT 3 |                             | SHEET NUMBER |  | CONGRESS<br>009-0097<br>PREPARED FOR<br>MCDONALD'S USA, LLC<br>VILLAGE OF PALM SPRINGS<br>FLORIDA |  | SITE PLAN |  | KHA PROJECT<br>147208026 |  | LICENSED PROFESSIONAL   |  | <br><b>Kimley-Horn<br/>and Associates, Inc.</b><br>© 2011 KIMLEY-HORN AND ASSOCIATES, INC.<br>445 S. STATE STREET SUITE 200<br>PHOENIX, AZ 85004<br>PHONE: 772-794-4100 FAX: 772-794-4130<br>WWW.KIMLEY-HORN.COM CA 00000696 |  | <table><tr><td>A6</td><td>PER BRAND REVIEW COMMENTS</td><td>07/02/13 KAM</td></tr><tr><td>A6</td><td>PER ARCHITECTURAL REVISIONS</td><td>05/21/13 KAM</td></tr><tr><td>A6</td><td>PER ARCHITECTURAL REVIEWS</td><td>04/30/13 DSC</td></tr><tr><td>A6</td><td>PER ARCHITECTURAL REVISIONS</td><td>01-26-12 KAM</td></tr><tr><td>A6</td><td>PER VILLAGE OF PALM SPRINGS</td><td>12-15-11 KAM</td></tr><tr><td>A6</td><td>PER VILLAGE OF PALM SPRINGS</td><td>11-10-11 SDS</td></tr><tr><td>No.</td><td>REVISIONS</td><td>BY DATE</td></tr></table> |  | A6 | PER BRAND REVIEW COMMENTS | 07/02/13 KAM | A6 | PER ARCHITECTURAL REVISIONS | 05/21/13 KAM | A6 | PER ARCHITECTURAL REVIEWS | 04/30/13 DSC | A6 | PER ARCHITECTURAL REVISIONS | 01-26-12 KAM | A6 | PER VILLAGE OF PALM SPRINGS | 12-15-11 KAM | A6 | PER VILLAGE OF PALM SPRINGS | 11-10-11 SDS | No. | REVISIONS | BY DATE |
| A6            | PER BRAND REVIEW COMMENTS   | 07/02/13 KAM |  |                                                                                                   |  |           |  |                          |  |                         |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
| A6            | PER ARCHITECTURAL REVISIONS | 05/21/13 KAM |  |                                                                                                   |  |           |  |                          |  |                         |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
| A6            | PER ARCHITECTURAL REVIEWS   | 04/30/13 DSC |  |                                                                                                   |  |           |  |                          |  |                         |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
| A6            | PER ARCHITECTURAL REVISIONS | 01-26-12 KAM |  |                                                                                                   |  |           |  |                          |  |                         |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
| A6            | PER VILLAGE OF PALM SPRINGS | 12-15-11 KAM |  |                                                                                                   |  |           |  |                          |  |                         |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
| A6            | PER VILLAGE OF PALM SPRINGS | 11-10-11 SDS |  |                                                                                                   |  |           |  |                          |  |                         |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
| No.           | REVISIONS                   | BY DATE      |  |                                                                                                   |  |           |  |                          |  |                         |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
|               |                             |              |  |                                                                                                   |  |           |  | DATE: --- -- --          |  | PETER J. VAN RENS, P.E. |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
|               |                             |              |  |                                                                                                   |  |           |  | 09-26-2011               |  | FLORIDA LICENSE NUMBER  |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
|               |                             |              |  |                                                                                                   |  |           |  | AS SHOWN                 |  | 55553                   |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
|               |                             |              |  |                                                                                                   |  |           |  | SDS                      |  | DATE:                   |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
|               |                             |              |  |                                                                                                   |  |           |  | DESIGNED BY              |  | 55553                   |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
|               |                             |              |  |                                                                                                   |  |           |  | DRAWN BY                 |  | 55553                   |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
|               |                             |              |  |                                                                                                   |  |           |  | CHECKED BY               |  | 55553                   |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |
|               |                             |              |  |                                                                                                   |  |           |  | PVR                      |  | 55553                   |  |                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |    |                           |              |    |                             |              |    |                           |              |    |                             |              |    |                             |              |    |                             |              |     |           |         |



ILLUMINATED SQFT: 9.9



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ENGINEERINGEXPRESS.COM

FRANK BENNARDO, P.E.  
PE# 0046549 CERT. # 9885

**FL**

VALID FOR 1 PERMIT ONLY UNLESS  
VALID ONLY WITH ORIGINAL ENGINEER SEAL

☐ IF CHECKED, CERTIFYING P.E. APPEARS BELOW

**GROUND INSTALLED GENERAL NOTES**  
THIS SYSTEM HAS BEEN DESIGNED AND SHALL BE FABRICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 7TH EDITION (2020) & ASCE 7-16.  
V(ult) = 175 MPH EXPOSURE 'C'. Vasd = sqrt(0.6)Vult. SEISMIC DOES NOT GOVERN.

**MATERIALS:**  
1.ALL ALUMINUM MEMBERS SHALL BE ALUMINUM ALLOY TYPE 6063-T6 MIN.  
2.ALL STEEL MEMBERS SHALL BE A36 MIN.  
3.ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AND INCLUDE 0.18% BY VOLUME OF FIBER MESH ADDITIVE IF UNREINFORCED.  
4.STEEL REINFORCEMENT: ALL REINFORCEMENT SHALL BE DEFORMED BARS OF INTERMEDIATE GRADE NEW BILLET STEEL CONFORMING TO CURRENT REQUIREMENTS OF ASTM A615, GRADE 60 (U.N.O.), FREE FROM OIL, LOOSE SCALE AND RUST. REINFORCEMENT SHALL BE BENT, LAPPED, PLACED, SUPPORTED AND FASTENED ACCORDING TO THE "ACI DETAILING MANUAL" AND ACI 318. ALL STEEL SHALL BE SECURELY HELD IN PLACE DURING POURING OF CONCRETE. IF REQUIRED, ADDITIONAL BARS SHALL BE PROVIDED BY THE GENERAL CONTRACTOR TO FURNISH SUPPORT FOR ALL BARS. MINIMUM 3" EDGE DISTANCE FROM ANY CONCRETE FACE FOR ALL BARS UNLESS OTHERWISE NOTED IN THE DRAWING.  
5.**SOIL STATEMENT:** RESEARCH HAS DETERMINED PROPER SOIL PREPARATION PER CODE SHALL ACHIEVE A MINIMUM SOIL BEARING PRESSURE OF 2,000PSI WHICH IS ADEQUATE FOR THIS PROJECT. SHOULD CONDITIONS IN THE FIELD DURING CONSTRUCTION INDICATE OTHERWISE, THIS ENGINEER SHALL BE NOTIFIED FOR RE-EVALUATION BEFORE COMPLETING THE FOUNDATION CONSTRUCTION.

**CONNECTIONS & ANCHORAGE:**  
6.INTEGRITY & CERTIFICATION OF THE ATTACHMENT OF THE SIGN TO THE FRAMING & ALL SIGN COMPONENTS & CONNECTIONS SHALL BE BY THE MANUFACTURER. CERTIFICATION IS SOLELY FOR CONNECTION TO BASE & FOUNDATION DESIGN.

**CONTRACTOR RESPONSIBILITIES:**  
7.THE CONTRACTOR IS RESPONSIBLE TO INSULATE ALUMINUM MEMBERS FROM DISSIMILAR METALS TO PREVENT ELECTROLYSIS.  
8.ELECTRICAL NOTES ARE PROVIDED FOR REFERENCE ONLY & ARE NOT INCLUDED IN THIS CERTIFICATION. THEY SHALL BE PERMITTED BY A LICENCED ELECTRICAL CONTRACTOR.  
9.USE OF THIS DOCUMENT CONSTITUTES ACCEPTANCE OF THE PROPOSED SYSTEM LAYOUT, COMPONENTS SELECTED, & INSTALLATION REQUIREMENTS.  
10.ALL ELEMENTS OF THIS DESIGN SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. ENGINEERING EXPRESS SHALL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO RE-EVALUATE OUR WORK UPON DISCOVERY OF ANY INACCURATE INFORMATION PRIOR TO MODIFICATION OF EXISTING FIELD CONDITIONS AND FABRICATION AND INSTALLATION OF MATERIALS.  
11.SEALANT AND WATER PROOFING SHALL BE APPROVED BY OTHERS & IS NOT PROVIDED FOR IN THIS CERTIFICATION.

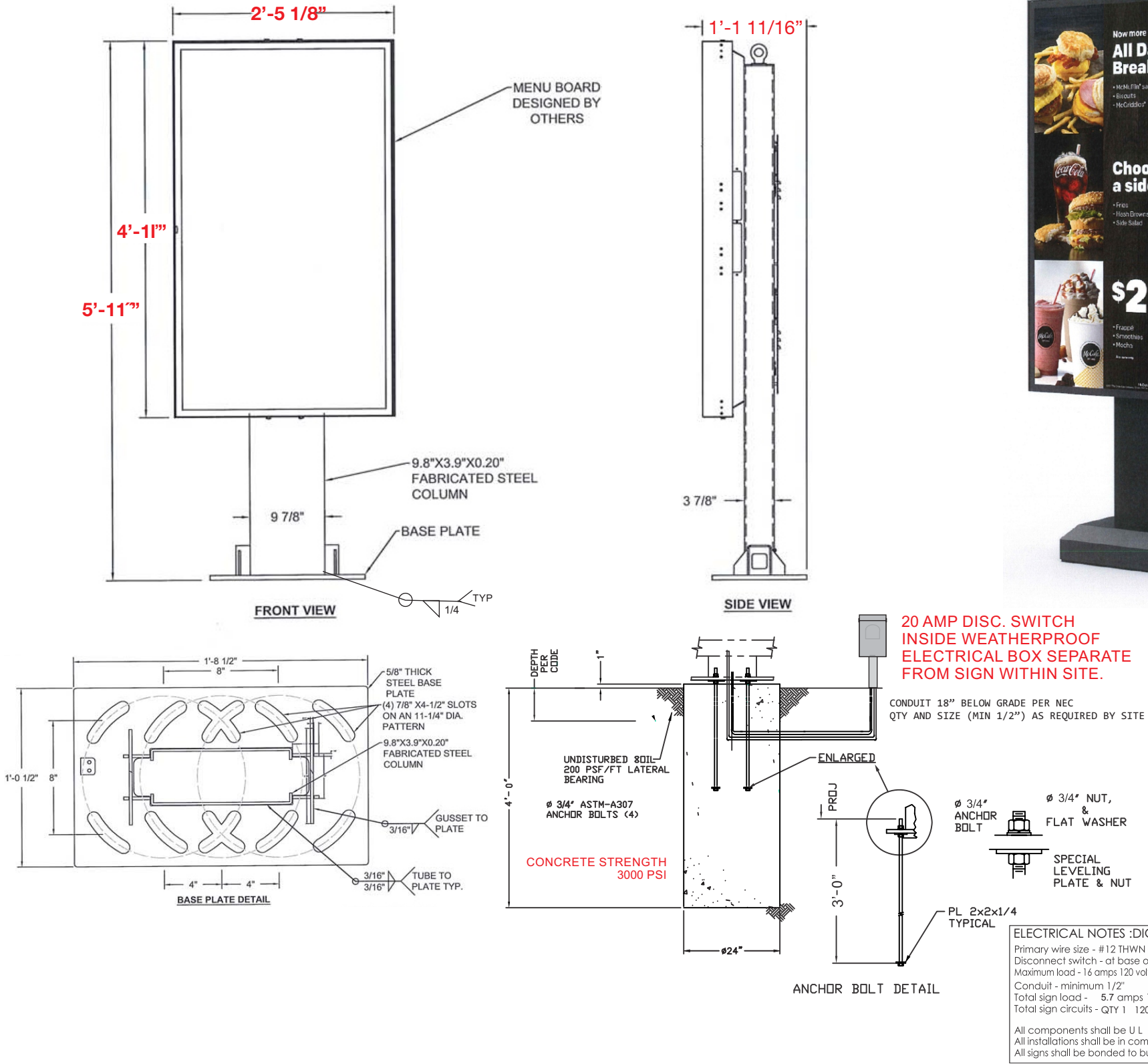
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15.SEAL AFFIXED HERETO VALIDATES STRUCTURAL DESIGN AS SHOWN ONLY. USE OF THIS SPECIFICATION BY CONTRACTOR, et. al. INDEMNIFIES & SAVES HARMLESS THIS ENGINEER FOR ALL COST & DAMAGES INCLUDING LEGAL FEES & APPELLATE FEES RESULTING FROM MATERIAL FABRICATION, SYSTEM ERECTION, CONSTRUCTION PRACTICES BEYOND THAT WHICH IS CALLED FOR BY LOCAL, STATE, & FEDERAL CODES & FROM DEVIATIONS OF THIS PLAN.

16.EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO ADDITIONAL CERTIFICATIONS OR AFFIRMATIONS ARE INTENDED.



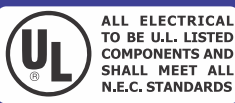
1740 HILL AVENUE  
WEST PALM BEACH, FL.  
33407  
561-840-6382  
(FAX) 561-840-6385

MCDONALD'S  
CONGRESS  
3671 S CONGRESS AVE  
LAKE WORTH, FL 33461

**SALES PERSON:**  
DRAWN BY: HEATHER COLLAZO  
**SCALE:** AS NOTED  
**DATE DRAWN:**  
11.29.21



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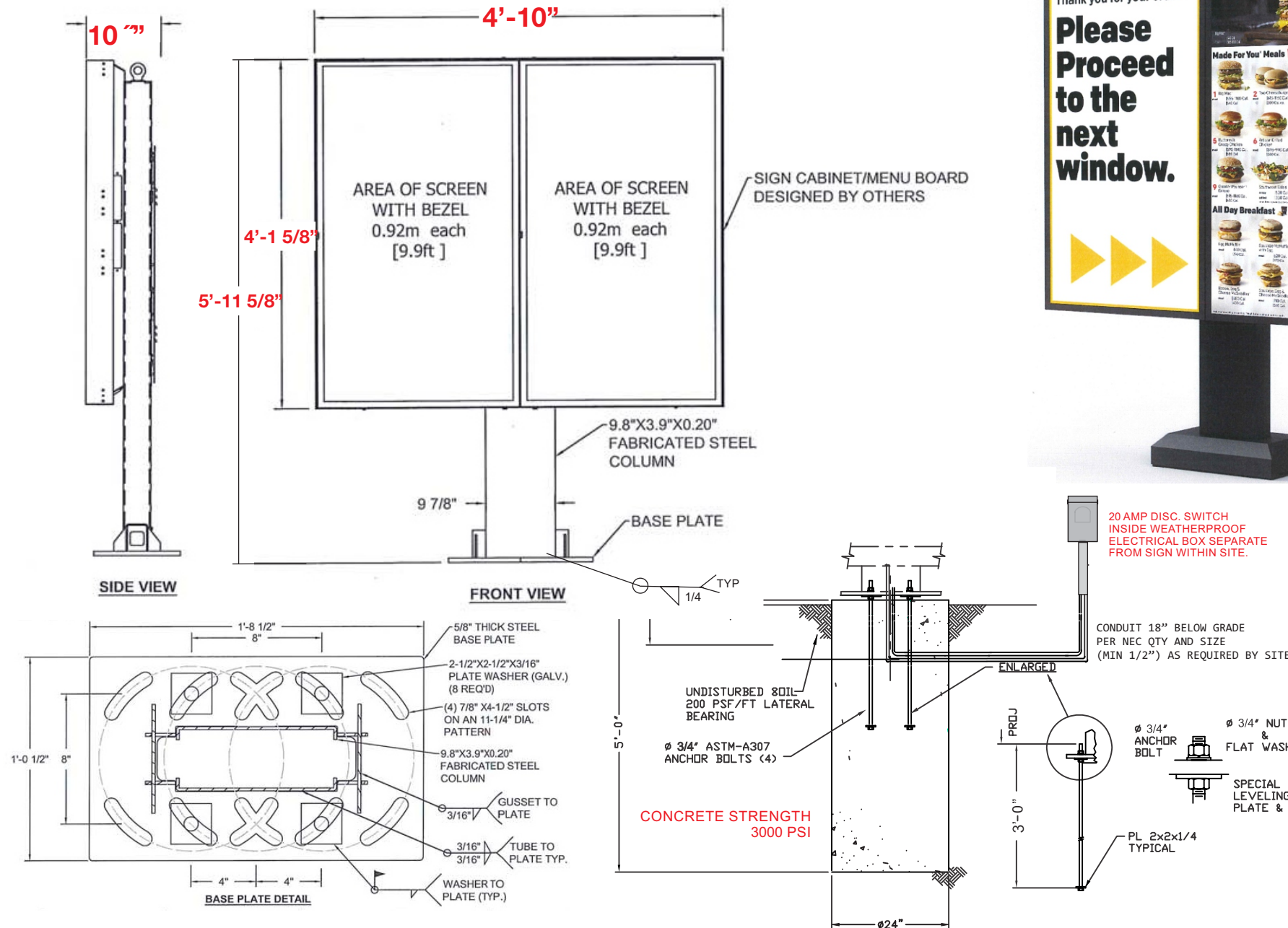
ALL ELECTRICAL  
TO BE U.L. LISTED  
COMPONENTS AND  
SHALL MEET ALL  
N.E.C. STANDARDS

|                                      |                                     |
|--------------------------------------|-------------------------------------|
| #1 00.00.00                          |                                     |
| #1 00.00.00                          |                                     |
| #1 00.00.00                          |                                     |
| #1 00.00.00                          |                                     |
| CUSTOMER APPROVAL: _____ DATE: _____ |                                     |
| <input checked="" type="checkbox"/>  | <input checked="" type="checkbox"/> |





# DIGITAL MENU BOARD



**ELECTRICAL NOTES :DIGITAL MENU BOARD CABINET**

Primary wire size - #12 THWN

Disconnect switch - at base of sign, 20 amp Double pole, timeclock at panel room

Maximum load - 16 amps 120 volts per circuit maximum circuit size 20 amps per NEC 600-6A

Conduit - minimum 1/2"

Total sign load - 9.8 amps 120 volts

Total sign circuits - QTY 2 (1. 120/1/60 15AMP. - 2. 120/1/60 10 AMP)

All components shall be U.L. approved

All installations shall be in compliance with N.E.C. and state, county, or local codes

All signs shall be bonded to building equipment bonding conductor per N.E.C. 250

ILLUMINATED SQFT: 19.9



**ENGINEERING EXPRESS**  
CORPORATE OFFICE:  
160 SW 12th AVE, SUITE 106  
DEERFIELD BEACH, FL 33442  
(954) 354-0660 | (866) 396-9999  
TEAM@ENGINEERINGEXPRESS.COM  
ENGINEERINGEXPRESS.COM

FRANK BENNARDO, P.E.  
PE# 0046549 CERT. # 9885  
FL  
IF CHECKED, CERTIFYING P.E. APPEARS BELOW  
VALID FOR 1 PERMIT ONLY UNLESS  
VALID ONLY WITH ORIGINAL ENGINEER SEAL

## GROUND INSTALLED GENERAL NOTES

THIS SYSTEM HAS BEEN DESIGNED AND SHALL BE FABRICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 7TH EDITION (2020) & ASCE 7-16.  
V(ult) = 175 MPH EXPOSURE 'C'. Vasd = sqrt(0.6)Vult. SEISMIC DOES NOT GOVERN.

## MATERIALS:

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- 2.ALL STEEL MEMBERS SHALL BE A36 MIN.
- 3.ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AND INCLUDE 0.18% BY VOLUME OF FIBER MESH ADDITIVE IF UNREINFORCED.
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**KEMP**  
SIGNS AND SERVICE

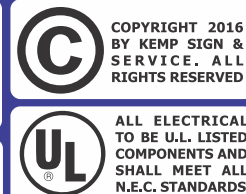
1740 HILL AVENUE  
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MCDONALD'S  
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3671 S CONGRESS AVE  
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**SALES PERSON:**  
DRAWN BY: HEATHER COLLAZO

SCALE: AS NOTED

**DATE DRAWN:**  
11.29.21

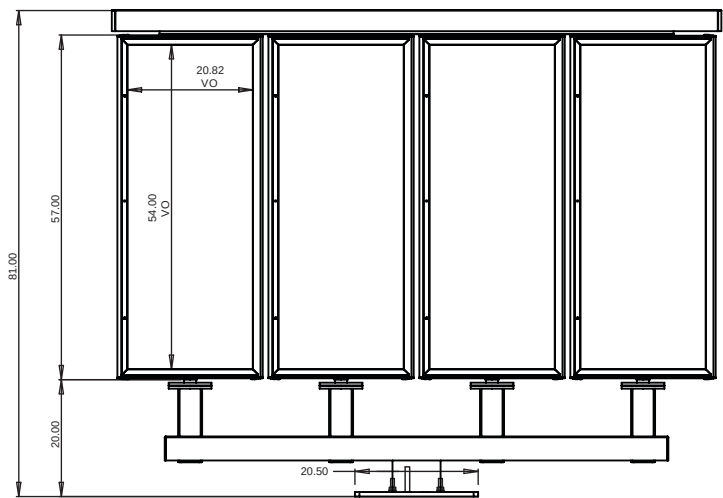


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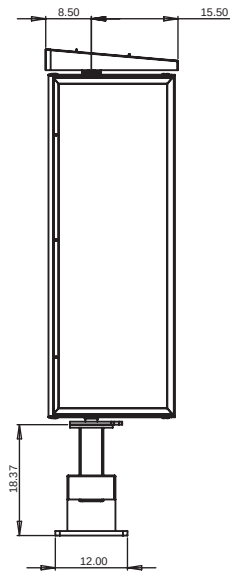
CUSTOMER APPROVAL:

DATE:

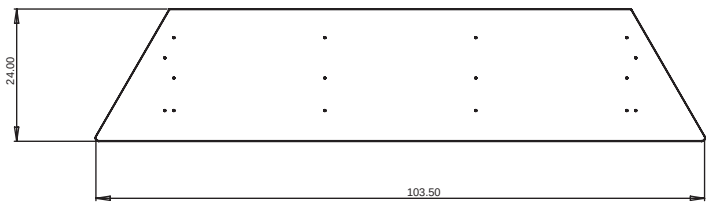
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FRONT VIEW  
SCALE: 3/8" = 1'-0"



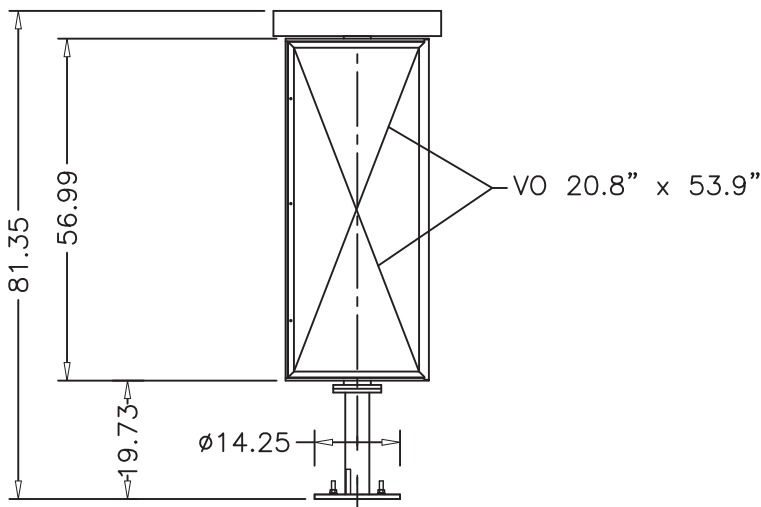
END VIEW  
SCALE: 3/8" = 1'-0"



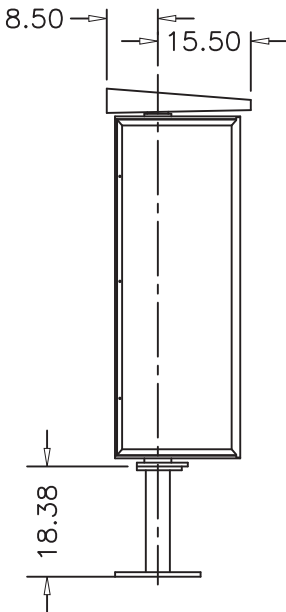
TOP VIEW  
SCALE: 3/8" = 1'-0"



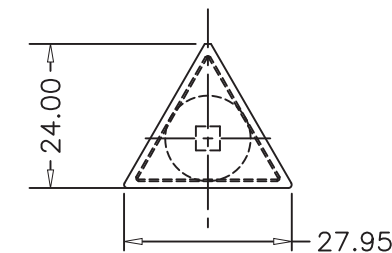
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SCALE: NOT TO SCALE



FRONT VIEW  
SCALE: 3/8" = 1'-0"



END VIEW  
SCALE: 3/8" = 1'-0"



TOP VIEW  
SCALE: 3/8" = 1'-0"



GRAPHIC DETAIL  
SCALE: NOT TO SCAI







## McNuggets® to dip & a drink to sip

Fries  
10 pc. Chicken  
McNuggets®  
Sprite®

©2022 McDonald's. ©2022 The Coca-Cola Company. "Sprite" is a registered trademark of The Coca-Cola Company.

## Bundles of flavor

**new choice**  
Hot N' Spicy McChicken®  
with Small Fries  
620 Cal.

McDouble® with  
Small Fries  
620 Cal.

**\$3<sup>39</sup>**  
ea.  
Bundle

Add a soft drink to your order.

0-330 Cal.

## Crispy, juicy & tender

**SPICY**  
Crispy Chicken Sandwich

**CRISPY**  
Chicken Sandwich

**DELUXE**  
Crispy Chicken Sandwich

**Earn points on your order**

Program available only at participating McDonald's. Excludes delivery. McDonald's app download and registration required. ©2022 McDonald's

**My**  
**Rewards**





Order Here

**McNuggets to dip & a drink to sip**

From 44 pc. Chicken McNuggets & Sprite

**Bundle of flavors**

Add a soft drink to your order.

**Crispy, juicy & tender**

SPICY CRISPY DELUXE

Earn points on your order

MyMcDonald's Rewards

Get your phone ready!  
(Ten listo tu teléfono!)

Provide **one code** before ordering

Suministra **un código** antes de ordenar

MyMcDonald's Rewards

Enter Three Code **49 96**

START ACHIEVING YOUR GOALS TODAY

S10 to S12

See how you can earn more points on your order

Menu board displaying various food items and prices.

Help support BLMC families when they need it most

MyMcDonald's Rewards

OLIVIA & CREME PIE



## Combo Meals

Meals include medium fries and medium soft drink.  
Pick a different drink for an additional charge.  
Promotion pricing may be lower than meal pricing.

**1** Big Mac®  
meal 7.59 | 870-1150 Cal.  
4.09 | 550 Cal.

**2a** Quarter Pounder®††  
with Cheese  
meal 7.79 | 840-1120 Cal.  
4.49 | 520 Cal.

**2b** Quarter Pounder®††  
with Cheese Bacon  
meal 8.19 | 950-1230 Cal.  
5.59 | 630 Cal.

**2c** Quarter Pounder®††  
Deluxe  
meal 8.09 | 950-1230 Cal.  
4.89 | 630 Cal.

**3** Double Quarter Pounder®††  
with Cheese  
meal 8.99 | 1060-1340 Cal.  
5.79 | 740 Cal.

**4a** Crispy Chicken Sandwich  
meal 6.99 | 790-1070 Cal.  
4.39 | 470 Cal.

**4b** Spicy Crispy Chicken Sandwich  
meal 6.99 | 850-1130 Cal.  
4.59 | 530 Cal.

**4c** Deluxe Crispy Chicken Sandwich  
meal 7.89 | 850-1130 Cal.  
5.49 | 630 Cal.

**4d** Spicy Deluxe Crispy Chicken Sandwich  
meal 7.89 | 860-1140 Cal.  
5.49 | 540 Cal.

**5** 10 pc. Chicken McNuggets®†  
meal 6.99 | 740-1020 Cal.  
4.19 | 420 Cal.

**6** Filet-O-Fish®  
meal 7.19 | 700-980 Cal.  
3.99 | 380 Cal.

**7** 2 Cheeseburgers  
meal 6.19 | 820-1200 Cal.  
2.79 | 600 Cal.

## McCafé®

Cinnamon Roll Iced Coffee  
Frappé  
Smoothie small every Tuesday  
Premium Roast Coffee  
Apple Fritter

2.89 | 540 Cal.  
1.79 | 190 Cal.  
4.29 | 510 Cal.  
3.79 | 240 Cal.  
1.99 | 0 Cal.  
2.59 | 510 Cal.

## Fries, Sides & More

Fries  
Double Cheeseburger  
Soft Drinks  
Bacon McDouble®  
20 pc. Chicken McNuggets®†  
Triple Cheeseburger

2.99 | 320 Cal.  
2.29 | 450 Cal.  
1.49 | 0-280 Cal.  
2.89 | 460 Cal.  
6.99 | 830 Cal.  
3.59 | 540 Cal.

## McNuggets®

**\$15.99**  
Bundle

Includes:  
40 pc. Chicken McNuggets®  
2 Large Fries

See menu board for details.  
Some items may be unavailable.  
©2022 McDonald's



For a limited time.

## Happy Meal®

Meals come with kids' fries and apple slices.

**Choose an entrée**  
4 pc. Chicken McNuggets®  
6 pc. Chicken McNuggets®  
Hamburger  
**Choose a drink**  
Additional charges may apply.  
Milk, chocolate, lemon.  
Honest Kids® Organic Apple Juice Drink  
DASANI® Water

4.99 | 295-390 Cal.  
5.79 | 375-460 Cal.  
3.99 | 375-460 Cal.

## Refresh every bite

**Fries**  
2.99 | 320 Cal.

**Coca-Cola®**  
1.49 | 0-280 Cal.

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## Add some delicious bites



## Sweets & Treats

Shakes of choice  
McFlurry® or Oreo  
Sundae with fudge  
Cone

3.40 | 620 Cal.  
3.89 | 510 Cal.  
2.79 | 330 Cal.  
1.70 | 200 Cal.



\*May contain nuts.  
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## Grab a Crispy Chicken Sandwich

**DELUXE**  
meal 7.89 | 850-1130 Cal.

**CRISPY**  
meal 6.99 | 790-1070 Cal.

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©2022 The Coca-Cola Company. Sprite® is a registered trademark of The Coca-Cola Company.



Help support RMHC families when they need it most

Ask to Round-Up for RMHC or drop your change in the box ahead.









**My Rewards**

**Provide one code**  
to earn & redeem points in the app

**Suministra un código**  
para ganar y canjear puntos por el app



**ORDER  
HERE**

Customers With  
Speech or Hearing  
Difficulties Please  
Pull Up To The Next  
Open Window For  
Assistance In  
Ordering

Clientes con  
dificultades  
auditivas o del habla  
favor de pasar a la  
próxima ventanilla  
abierta para ayudarlos  
con su orden.

Thank you.

Gracias.

Ordering  
from the

su orden  
desde



We Do Not Accept  
Any More Longer Item \$10

We Do Not Accept  
Purchase over \$40

**McDonald's**

**1** Big Mac®  
750 | 1270-1320 Cal.  
4.99 | 990 Cal.

**2a** Quarter Pounder®  
with Cheese  
**2b** Quarter Pounder®  
with Cheese Bacon  
**2c** Quarter Pounder®  
Deluxe

770 | 940-1120 Cal.  
4.49 | 920 Cal.  
8.99 | 950-1220 Cal.  
5.99 | 1000-1340 Cal.  
8.09 | 950-1220 Cal.  
4.99 | 1000 Cal.

**3** Double Quarter  
Pounder®  
with  
Cheese  
1090 | 1000-1340 Cal.  
5.79 | 940 Cal.

**4a** Crispy Chicken  
Sandwich  
**4b** Spicy Crispy  
Chicken Sandwich  
**4c** Deluxe Crispy  
Chicken Sandwich  
**4d** Spicy Deluxe Crispy  
Chicken Sandwich

6.99 | 750-1070 Cal.  
4.99 | 740 Cal.  
6.99 | 850-1130 Cal.  
4.99 | 830 Cal.  
7.99 | 850-1130 Cal.  
5.49 | 820 Cal.  
7.99 | 900-1140 Cal.  
5.49 | 840 Cal.

**5** 10 pc. Chicken  
McNuggets®  
750 | 740-1020 Cal.  
4.99 | 640 Cal.

**6** Flat-O-Fish®  
770 | 700-980 Cal.  
3.99 | 580 Cal.

**7** 2 Chicken  
McNuggets®  
670 | 600-1000 Cal.  
2.79 | 600 Cal.

**McCafé®**

Cinnamon Roll  
Iced Coffee  
Frappé  
Smoothie  
Premium Roast Coffee  
Apple Fritter

2.99 | 540 Cal.  
1.99 | 360 Cal.  
4.29 | 620 Cal.  
3.79 | 540 Cal.  
1.99 | 110 Cal.  
2.99 | 510 Cal.

**Fries, Sides & More**

Fries  
Double Cheeseburger  
Soft Drinks  
Bacon McDouble®  
20 pc. Chicken McNuggets®  
Triple Cheeseburger

2.99 | 320 Cal.  
2.99 | 450 Cal.  
0.99 | 10-200 Cal.  
2.99 | 460 Cal.  
0.99 | 820 Cal.  
3.59 | 540 Cal.

**Sweets & Treats**

Shakes, smoothies  
McFlurry®  
Sunshine Hot Sauce  
Coke

3.49 | 520 Cal.  
3.49 | 510 Cal.  
2.79 | 330 Cal.  
1.79 | 200 Cal.

**Happy Meal®**

Choose an entrée  
4 pc. Chicken McNuggets®  
Hamburger  
Double Cheeseburger  
McChicken®  
McDouble®  
Double Cheeseburger  
4 pc. Chicken McNuggets®  
Small Fries

4.99 | 255-390 Cal.  
5.79 | 375-460 Cal.  
3.99 | 375-460 Cal.  
5.79 | 375-460 Cal.  
3.99 | 375-460 Cal.  
5.79 | 375-460 Cal.

Choose a drink  
Milk, chocolate, lemonade  
Honeydew Kid® Organic  
Apple Juice Drink  
DASANI® Water

1.99 | 100 Cal.  
1.99 | 100 Cal.  
1.99 | 100 Cal.  
1.99 | 100 Cal.  
1.99 | 100 Cal.  
1.99 | 100 Cal.

**McCafé®**

Cinnamon Roll  
Iced Coffee  
Frappé  
Smoothie  
Premium Roast Coffee  
Apple Fritter

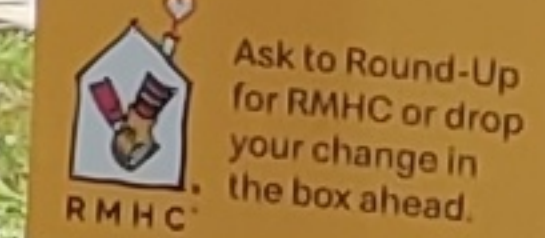
2.99 | 540 Cal.  
1.99 | 360 Cal.  
4.29 | 620 Cal.  
3.79 | 540 Cal.  
1.99 | 110 Cal.  
2.99 | 510 Cal.

**Grab a Crispy  
Chicken Sandwich**  
Llévate un Crispy  
Chicken Sandwich

**DELUXE**  
meal 9.99 | 950-1220 Cal.

**CRISPY**  
meal 6.99 | 750-1070 Cal.

**Help support  
RMHC families  
when they need  
it most**



**GUAVA  
& CRÈME PIE**  
LIMITED TIME











| Site ID | NSN   | Site Name                              | ODMB Deployed Date |
|---------|-------|----------------------------------------|--------------------|
| 92170   | 29261 | BOCA RATON, BOCA CENTER RELO           | 4/18/18            |
| 91058   | 11055 | SANDALFOOT                             | 8/6/18             |
| 90797   | 11750 | 45TH & MILITARY                        | 4/30/19            |
| 90390   | 5931  | DELRAY                                 | 5/8/19             |
| 92226   | 30338 | YAMATO & CONGRESS                      | 5/13/19            |
| 91175   | 12611 | CLINT MOORE/JOG                        | 5/15/19            |
| 90500   | 6956  | 45TH ST.                               | 5/15/19            |
| 90568   | 7151  | BLUE HERON                             | 5/16/19            |
| 90022   | 468   | BROADWAY                               | 5/28/19            |
| 91771   | 22446 | OKEECHOBEE & ROYAL PALM                | 6/19/19            |
| 90164   | 2565  | 5TH AVENUE                             | 6/26/19            |
| 92318   | 32435 | BAYWINDS                               | 6/26/19            |
| 90515   | 6668  | GREENACRES                             | 7/30/19            |
| 92465   | 34897 | VILLAGE GREEN                          | 8/23/19            |
| 90070   | 1077  | OKEECHOBEE                             | 8/28/19            |
| 92053   | 26722 | WPB, CONGRESS & PALM BEACH LAKES BLVD. | 8/29/19            |
| 90383   | 5892  | NORTHLAKE                              | 8/30/19            |
| 91546   | 17525 | WELLINGTON                             | 9/16/19            |
| 90608   | 7974  | FOREST HILL&JOG                        | 9/23/19            |
| 90417   | 5761  | ARBOR                                  | 10/4/19            |
| 91106   | 11814 | OKEECHOBEE & JOG                       | 10/8/19            |
| 90285   | 4356  | MILITARY TRAIL                         | 10/9/19            |
| 91095   | 11843 | SOUTHERN / 441                         | 10/10/19           |
| 90742   | 10322 | BOYNTON BCH W                          | 10/11/19           |
| 92437   | 34363 | LOXAHATCHEE                            | 10/11/19           |
| 92322   | 32497 | CRESTHAVEN                             | 10/11/19           |
| 92462   | 34868 | NASSAU SQUARE                          | 10/14/19           |
| 91640   | 18812 | JUPITER FARMS                          | 10/17/19           |
| 91978   | 25345 | BOYNTON BCH, HYPOLUXO/MILITARY         | 10/22/19           |
| 90794   | 10802 | JOG/LANTANA                            | 10/25/19           |
| 90437   | 6207  | BELLE GLADE                            | 10/29/19           |
| 91137   | 12020 | PALMETTO PARK                          | 11/5/19            |
| 90356   | 5498  | JUNO                                   | 11/7/19            |
| 91350   | 16261 | BOYNTON & JOG                          | 11/11/19           |
| 90381   | 5603  | LANTANA                                | 12/6/19            |
| 92145   | 28730 | PROMENADE                              | 1/22/21            |
| 92650   | 39146 | BOYNTON BEACH - CONGRESS AVE           | 4/13/21            |
| 90547   | 7129  | BELVEDERE                              | 8/19/21            |
| 90795   | 10881 | CONGRESS & 22ND                        | 10/22/21           |
| 92659   | 39379 | ATLANTIC AND HAGEN                     | 2/18/22            |
| 90459   | 6291  | MISSION BAY                            |                    |
| 90250   | 3482  | BOYNTON BEACH                          |                    |
| 91060   | 11666 | LINTON                                 |                    |
| 90380   | 6102  | JUPITER                                |                    |
| 90736   | 10536 | INDIANTOWN                             |                    |

|       |       |                     |
|-------|-------|---------------------|
| 91854 | 23783 | ABACOA              |
| 90097 | 1527  | CONGRESS AV         |
| 92599 | 38015 | FOREST AND CONGRESS |
| 90423 | 5776  | PINE TRAIL          |



| Store Class              | Address                         | City               | ST |
|--------------------------|---------------------------------|--------------------|----|
| FREESTANDING TRADITIONAL | 1776 N MILITARY TRAIL           | BOCA RATON         | FL |
| FREESTANDING TRADITIONAL | 23073 SANDALFOOT PLAZA DR       | BOCA RATON         | FL |
| FREESTANDING TRADITIONAL | 4275 45TH ST                    | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 14529 MILITARY TRL              | DELRAY BEACH       | FL |
| FREESTANDING TRADITIONAL | 710 YAMATO ROAD                 | BOCA RATON         | FL |
| FREESTANDING TRADITIONAL | 2911 CLINTMOORE RD              | BOCA RATON         | FL |
| FREESTANDING TRADITIONAL | 1207 W 45TH ST                  | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 4145 BLUE HERON BLVD            | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 3551 N BROADWAY                 | RIVIERA BEACH      | FL |
| FREESTANDING TRADITIONAL | 1400 ROYAL PALM BEACH BOULEVARD | ROYAL PALM BEACH   | FL |
| FREESTANDING TRADITIONAL | 2140 N FEDERAL HWY              | BOCA RATON         | FL |
| FREESTANDING TRADITIONAL | 9835 OKEECHOBEE BLVD            | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 6000 LAKE WORTH RD              | GREENACRES         | FL |
| FREESTANDING TRADITIONAL | 2755 S SR 7                     | WELLINGTON         | FL |
| FREESTANDING TRADITIONAL | 2421 OKEECHOBEE BOULEVARD       | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 1720 PALM BEACH LAKES BLVD      | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 3805 N LAKE BLVD                | PALM BEACH GARDENS | FL |
| FREESTANDING TRADITIONAL | 1470 GREENVIEW SHORES BLVD      | WELLINGTON         | FL |
| FREESTANDING TRADITIONAL | 6581 FOREST HILL BLVD           | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 2501 N DIXIE HWY                | LAKE WORTH         | FL |
| FREESTANDING TRADITIONAL | 6858 OKEECHOBEE BLVD            | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 828 S MILITARY TRL              | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 100 STATE RD 7                  | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 9858 MILITARY TRL               | BOYNTON BEACH      | FL |
| FREESTANDING TRADITIONAL | 15880 ORANGE BLVD               | LOXAHATCHEE        | FL |
| FREESTANDING TRADITIONAL | 2605 S MILITARY TRAIL           | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 7793 LAKE WORTH RD              | LAKE WORTH         | FL |
| FREESTANDING TRADITIONAL | 10030 INDIAN TOWN RD            | JUPITER            | FL |
| FREESTANDING TRADITIONAL | 4614 HYPOLUXO ROAD              | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 6342 LANTANA RD                 | LAKE WORTH         | FL |
| FREESTANDING TRADITIONAL | 833 S MAIN ST                   | BELLE GLADE        | FL |
| FREESTANDING TRADITIONAL | 7030 PALMETTO PARK RD           | BOCA RATON         | FL |
| FREESTANDING TRADITIONAL | 12025 US HWY 1                  | NORTH PALM BEACH   | FL |
| FREESTANDING TRADITIONAL | 9915 JOG RD                     | BOYNTON BEACH      | FL |
| FREESTANDING TRADITIONAL | 1450 W LANTANA RD               | LANTANA            | FL |
| FREESTANDING TRADITIONAL | 9880 FLORIDA A1A ALTERNATE      | PALM BEACH GARDENS | FL |
| FREESTANDING TRADITIONAL | 1701 S. CONGRESS AVE            | BOYNTON BEACH      | FL |
| FREESTANDING TRADITIONAL | 650 BELVEDERE RD                | WEST PALM BEACH    | FL |
| FREESTANDING TRADITIONAL | 1799 N CONGRESS BLVD            | BOYNTON BEACH      | FL |
| FREESTANDING TRADITIONAL | 7229 ATLANTIC AVENUE            | DELRAY BEACH       | FL |
| FREESTANDING TRADITIONAL | 20594 STATE RD 7                | BOCA RATON         | FL |
| FREESTANDING TRADITIONAL | 1810 S FEDERAL HWY              | BOYNTON BEACH      | FL |
| FREESTANDING TRADITIONAL | 1220 LINTON BLVD                | DELRAY BEACH       | FL |
| FREESTANDING TRADITIONAL | 181 N US 1                      | JUPITER            | FL |
| FREESTANDING TRADITIONAL | 6760 INDIANTOWN RD              | JUPITER            | FL |

|                          |                       |                 |    |
|--------------------------|-----------------------|-----------------|----|
| FREESTANDING TRADITIONAL | 5480 MILITARY TRL     | JUPITER         | FL |
| FREESTANDING TRADITIONAL | 3671 S CONGRESS       | LAKE WORTH      | FL |
| FREESTANDING TRADITIONAL | 3015 FOREST HILL BLVD | PALM SPRINGS    | FL |
| FREESTANDING TRADITIONAL | 1775 MILITARY TRL     | WEST PALM BEACH | FL |



| County     | ZIP        |
|------------|------------|
| PALM BEACH | 33486      |
| PALM BEACH | 33428      |
| PALM BEACH | 33409      |
| PALM BEACH | 33445      |
| PALM BEACH | 33431      |
| PALM BEACH | 33496      |
| PALM BEACH | 33401      |
| PALM BEACH | 33404      |
| PALM BEACH | 33404      |
| PALM BEACH | 33411      |
| PALM BEACH | 33431      |
| PALM BEACH | 33411      |
| PALM BEACH | 33463      |
| PALM BEACH | 33414      |
| PALM BEACH | 33401      |
| PALM BEACH | 33401      |
| PALM BEACH | 33406      |
| PALM BEACH | 33414      |
| PALM BEACH | 33415      |
| PALM BEACH | 33460      |
| PALM BEACH | 33411      |
| PALM BEACH | 33406      |
| PALM BEACH | 33414      |
| PALM BEACH | 33436      |
| PALM BEACH | 33470      |
| PALM BEACH | 33415      |
| PALM BEACH | 33467      |
| PALM BEACH | 33468      |
| PALM BEACH | 33463      |
| PALM BEACH | 33463      |
| PALM BEACH | 33430      |
| PALM BEACH | 33433      |
| PALM BEACH | 33408      |
| PALM BEACH | 33437      |
| PALM BEACH | 33462      |
| PALM BEACH | 33410      |
| PALM BEACH | 33426      |
| PALM BEACH | 33405      |
| PALM BEACH | 33435      |
| PALM BEACH | 33446      |
| PALM BEACH | 33498      |
| PALM BEACH | 33435      |
| PALM BEACH | 33445      |
| PALM BEACH | 33458      |
| PALM BEACH | 33458-3978 |

PALM BEACH 33458-2862

PALM BEACH 33460

PALM BEACH 33406

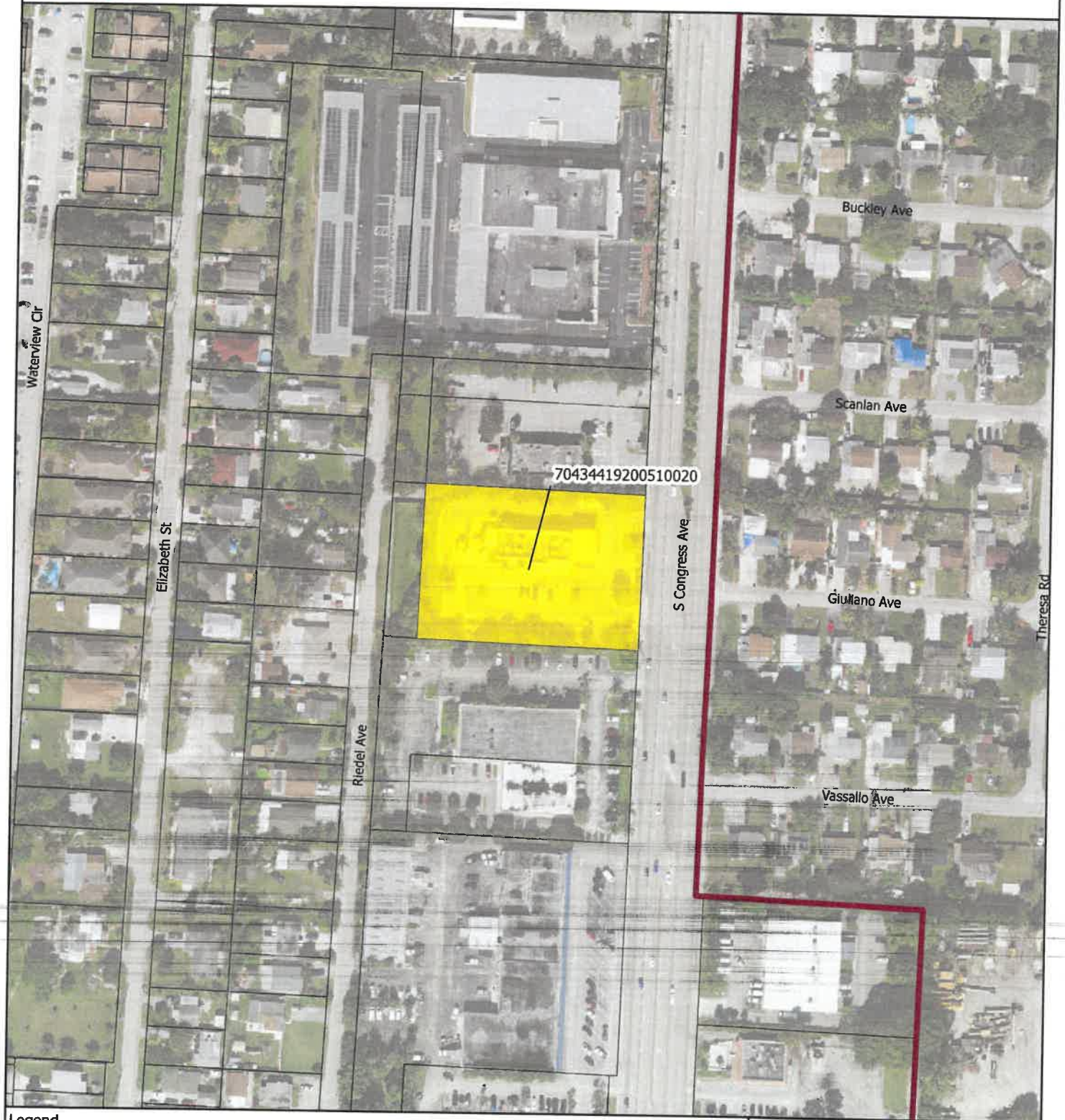
PALM BEACH 33409





# VILLAGE OF PALM SPRINGS

## McDonalds Sign Variance



### Legend

-  Proposed Parcel
-  Parcels
-  Village Boundary

Date: 11/15/2022

When Printed on 8 1/2" x 11"

1 inch equals 200 feet

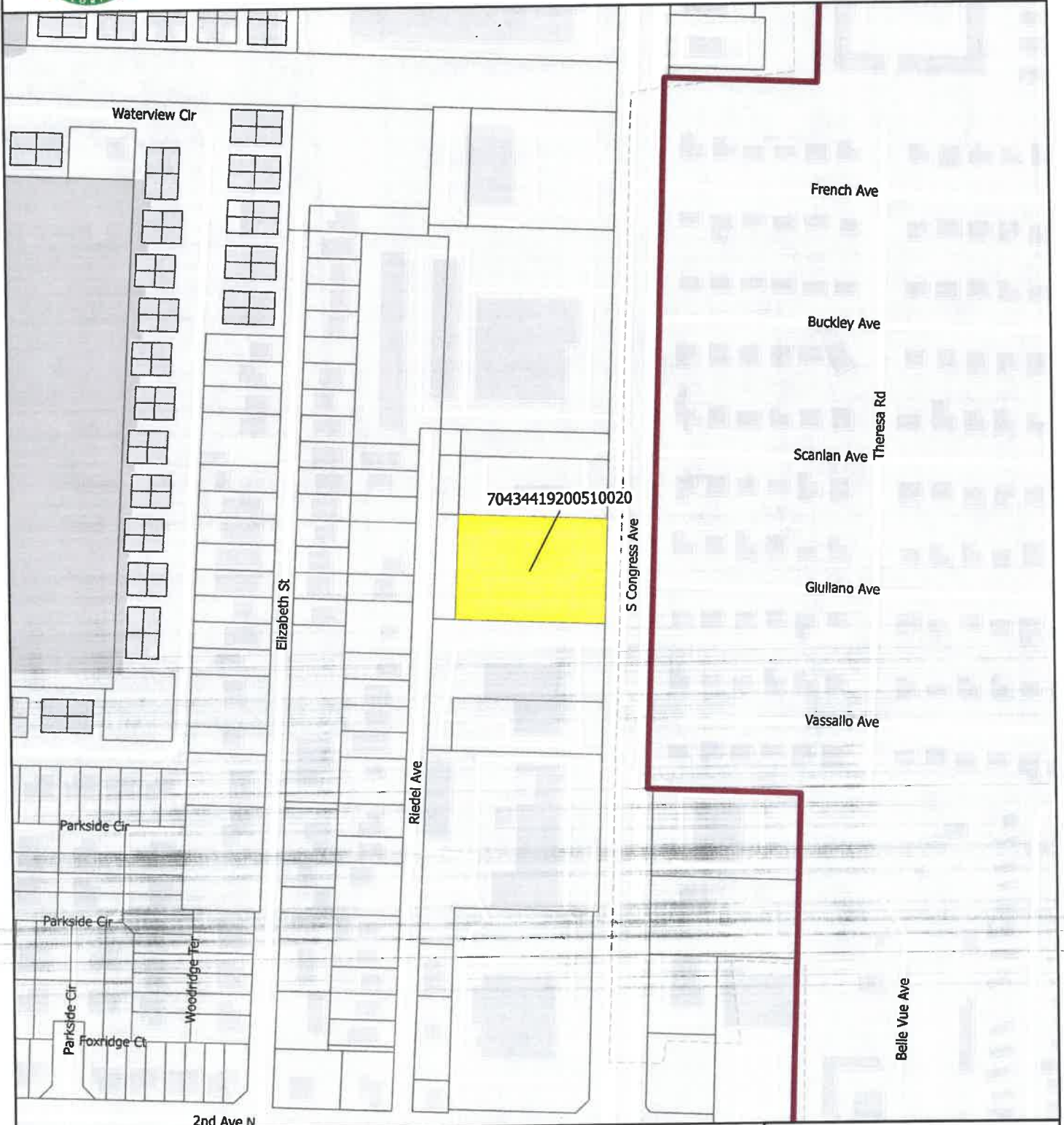


Florida Technical Consultants



# VILLAGE OF PALM SPRINGS

## McDonalds Sign Variance



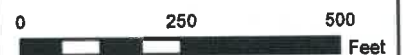
### Legend

-  Proposed Parcel
-  Parcels
-  Village Boundary

Date: 11/15/2022

When Printed on 8 1/2" x 11"

1 inch equals 300 feet



Florida Technical Consultants





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Planning, Zoning & Building

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**ITEM**  
**#14:**

Proposed Resolution No. 2022-48 - Preliminary Plat - 1591 Kirk Road

**SUMMARY:** Ms. Martha H. Carter, the agent for D.R. Horton, Inc., and applicant, has filed a preliminary plat to re-plat Lot 2, Lutheran Church - Kirk Road, as recorded in Plat Book 117, pages 181 and 182, Public Records of Palm Beach County, Florida and lying in Section 12, township 44 south, range 42 east, Village of Palm Springs, Palm Beach County, Florida. The applicant proposes subdividing the multifamily property to delineate 42 individual townhouse lots for fee-simple ownership, consistent with the site plan approved by the Village council (Resolution No. 2022-08 - June 9, 2022).

The Village Surveyor, Craven Thompson & Associates, Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The Planning & Zoning Board considered the proposed preliminary plat at their November 22, 2022, meeting and recommended approval.

A final plat will be presented to the Village Council if approved. Recording a plat is required before issuing an occupancy certificate.

**FISCAL IMPACT:**

There is no direct fiscal impact from the proposed plat.

**ATTACHMENTS:**

1. Resolution No. 2022-48 - Preliminary Plat - 1591 Kirk Road - Belmont
2. Preliminary Plat - Belmont - 1591 Kirk Road
3. Letter of Compliance with Florida Statutes - 1591 Kirk Road
4. Approved Site Plan
5. Aerial Map and Location Map

**RESOLUTION NO. 2022-48**

**A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING A PRELIMINARY PLAT TO REPLAT LOT 2, LUTHERAN CHURCH – KIRK ROAD AND SUBDIVIDE A MULTI-FAMILY PROPERTY TO DELINEATE 42 INDIVIDUAL TOWNHOME LOTS FOR FEE-SIMPLE OWNERSHIP, CONSISTENT WITH THE SITE PLAN, TOTALING 5.07 ACRES SUBMITTED BY MS. MARTHA H. CARTER, AGENT FOR D. R. HORTON, INC. (“APPLICANT”), FOR THE PROPERTY LOCATED AT 1591 KIRK ROAD AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ms. Martha, agent for D. R. Horton, Inc. (“Applicant”) is proposing to subdivide the multifamily property to delineate 42 individual townhome lots for fee-simple ownership, consistent with the site plan approved by the Village Council on June 9, 2022, Resolution 2022-08; and

**WHEREAS**, the recommendation of the Planning and Zoning Board has been forwarded to the Village Council for final consideration; and

**WHEREAS**, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Planning and Zoning Board, and has otherwise been fully informed regarding this matter; and

**WHEREAS**, the preliminary plat conforms to the applicable requirements of Chapter 34 of the Village Code.

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

**Section 1.** The Village Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant to subdivide the multifamily property to delineate 42 individual townhouse lots for fee-simple ownership, at 1591 Kirk Road; and the same having been heard in the Regular Session of December 8, 2022, having been otherwise fully apprised of the premises herein, and having determined that the preliminary



Resolution No. 2022-48 – Preliminary Plat – Belmont – 1591 Kirk Road

plat conforms to the applicable requirements of Chapter 34 of the Village Code; hereby approves the preliminary plat, which is incorporated herein by reference.

**Section 2.** This Resolution shall take effect immediately upon adoption.

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

|                              | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|--------------------------|--------------------------|--------------------------|
| BEVERLY SMITH, MAYOR         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, MAYOR PRO TEM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_

BEVERLY SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_

KIMBERLY M. WYNN, VILLAGE CLERK

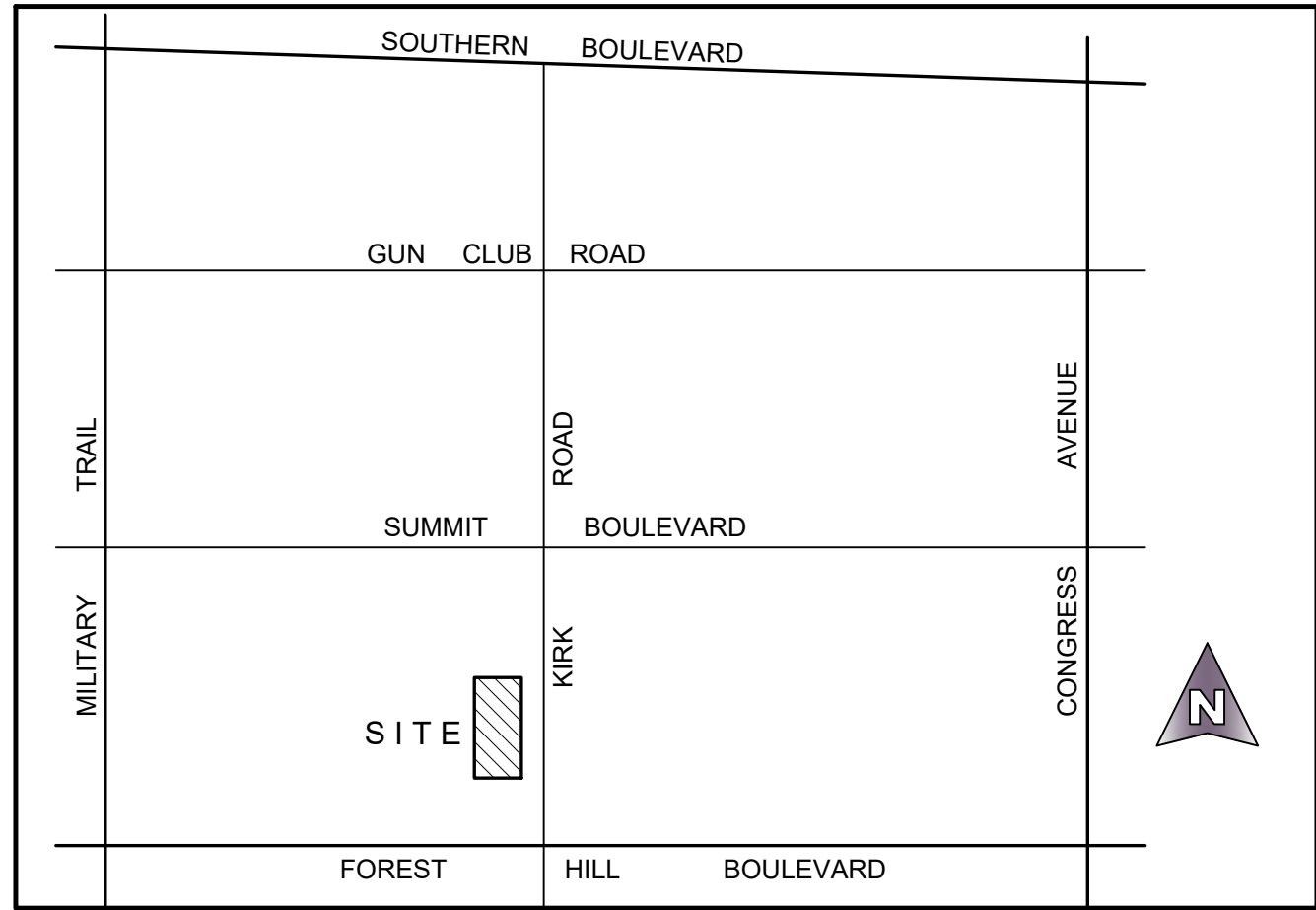
REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_

GLEN J. TORCIVIA, VILLAGE ATTORNEY

# BELMONT

BEING A REPLAT OF LOT 2, LUTHERAN CHURCH - KIRK ROAD, AS RECORDED IN PLAT BOOK 117, PAGES 181 AND 182, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA,



## LOCATION MAP

(NOT TO SCALE)

## DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT D.R. HORTON, INC., A DELAWARE CORPORATION, AUTHORIZED TO DO BUSINESS IN FLORIDA, OWNER OF THE LAND SHOWN HEREON AS BELMONT, BEING A REPLAT OF LOT 2, LUTHERAN CHURCH - KIRK ROAD, AS RECORDED IN PLAT BOOK 117, PAGES 181 AND 182, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2, LUTHERAN CHURCH - KIRK ROAD, AS RECORDED IN PLAT BOOK 117, PAGES 181 AND 182, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING: 220,689 SQUARE FEET OR 5.066 ACRES MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

## EASEMENTS:

UTILITY EASEMENTS - THE UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

DRAINAGE EASEMENTS - THE DRAINAGE EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES TO THE BELMONT NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

LIFT STATION EASEMENT - THE LIFT STATION AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY TO THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS, FOR LIFT STATION AND RELATED PURPOSES.

THE PALM BEACH COUNTY UTILITY EASEMENTS IDENTIFIED ON THE PLAT HEREON ARE EXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO PALM BEACH COUNTY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, AND RELATED APPURTENANCES. THE MAINTENANCE OF THE LAND UNDERLYING THESE EASEMENTS SHALL BE A PERPETUAL OBLIGATION OF THE PROPERTY OWNER. IF OTHERWISE APPROVED BY PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

## TRACTS:

TRACT "OS-1", AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY FOR OPEN SPACE, LANDSCAPING, BUFFER AND DRAINAGE PURPOSES TO THE BELMONT NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

THE PRIVATE STREETS AS SHOWN HEREON, DENOTED AS TRACT "S-1", ARE HEREBY DEDICATED TO THE BELMONT NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF PROVIDING INGRESS-EGRESS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, SAID STREETS MAY ALSO BE USED FOR CONSTRUCTION AND MAINTENANCE OF UTILITIES INCLUDING WATER, SEWER, IRRIGATION, AND DRAINAGE LINES.

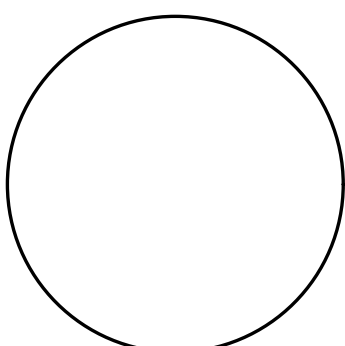
ALL TRACTS FOR PRIVATE STREET PURPOSES, AND DRIVEWAY/PARKING TRACTS, AS SHOWN HEREON, ARE HEREBY SUBJECT TO AN OVERLYING NON-EXCLUSIVE EASEMENT DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO STORMWATER FACILITIES, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE TRACTS WITHOUT PRIOR WRITTEN APPROVAL OF THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

WATER MANAGEMENT TRACTS "D-1" AND "D-2", AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR WATER MANAGEMENT AND DRAINAGE PURPOSES TO THE BELMONT NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

TRACT "P-1", AS SHOWN HEREON, IS HEREBY DEDICATED TO THE BELMONT NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AS A PARKING TRACT SERVING ABUTTING LOTS OR TRACTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

TRACT "R-1", AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY FOR RECREATIONAL PURPOSES TO THE BELMONT NEIGHBORHOOD ASSOCIATION, INC. ITS SUCCESSORS AND ASSIGNS AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

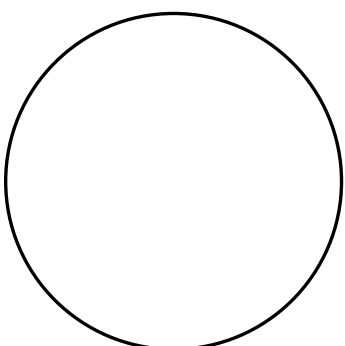
D.R. HORTON, INC.



D.R. HORTON, INC.  
NOTARY



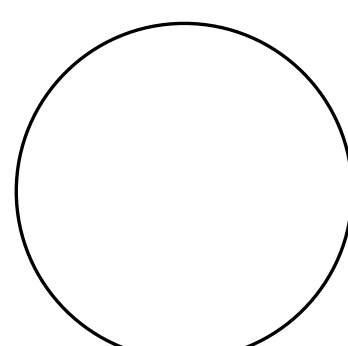
BELMONT  
NEIGHBORHOOD ASSOCIATION, INC.



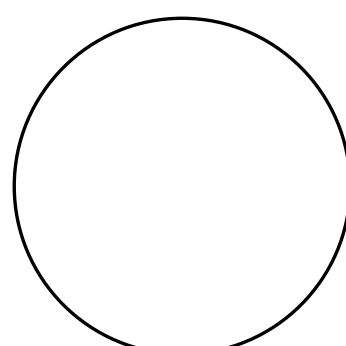
BELMONT  
NEIGHBORHOOD ASSOCIATION, INC.  
NOTARY



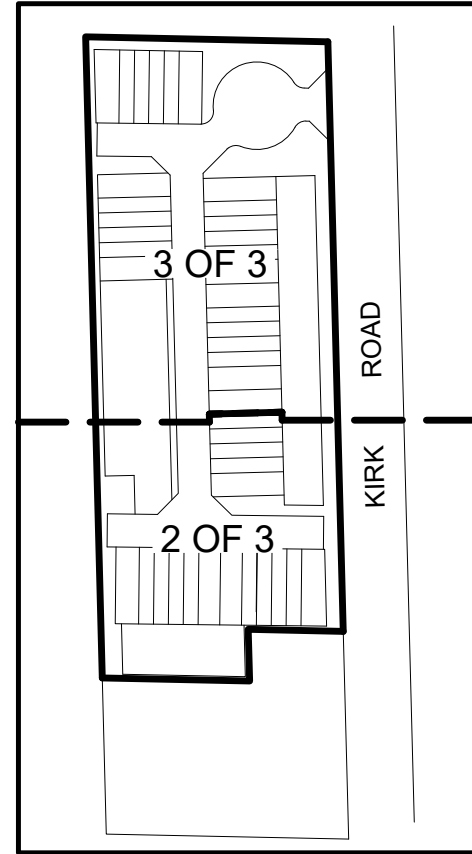
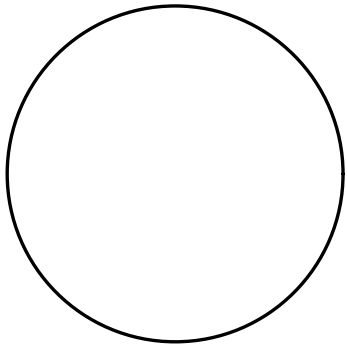
VILLAGE OF PALM SPRINGS



PROFESSIONAL SURVEYOR  
AND MAPPER



REVIEWING SURVEYOR



KEY MAP  
NOT TO SCALE



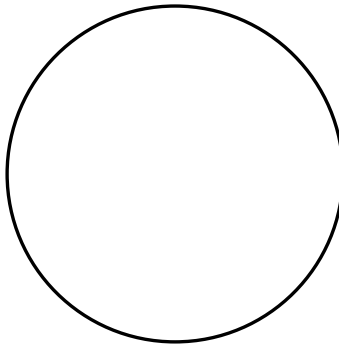
COUNTY OF PALM BEACH )  
STATE OF FLORIDA ) SS

THIS PLAT WAS FILED FOR RECORD AT  
\_\_\_\_\_.M. THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2022, AND DULY  
RECORDED IN PLAT BOOK NO. \_\_\_\_\_  
ON PAGE \_\_\_\_\_ THRU \_\_\_\_\_

JOSEPH ABRUZZO,  
CLERK OF THE CIRCUIT COURT AND  
COMPTROLLER

BY: \_\_\_\_\_, D.C.

CLERK OF THE CIRCUIT COURT AND  
COMPTROLLER



## TITLE CERTIFICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, \_\_\_\_\_, A DULY LICENSED ATTORNEY IN THE  
STATE OF FLORIDA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON  
DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN D.R. HORTON,  
INC., A DELAWARE CORPORATION, AUTHORIZED TO DO BUSINESS IN FLORIDA; THAT THE CURRENT  
TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND  
ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT THERE ARE NO  
MORTGAGES OF RECORD AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE  
ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED \_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY-AT-LAW, LICENSED IN FLORIDA

## VILLAGE OF PALM SPRINGS APPROVAL

VILLAGE OF PALM SPRINGS  
COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
BEV SMITH - VILLAGE MAYOR KIMBERLY M. WYNN - VILLAGE CLERK

## AREA TABULATION

TRACT "OS-1" . . . . . 43,118 SQUARE FEET OR 0.990 ACRES  
TRACT "R-1" . . . . . 20,909 SQUARE FEET OR 0.480 ACRES  
TRACT "S-1" . . . . . 46,107 SQUARE FEET OR 1.058 ACRES  
TRACT "D-1" . . . . . 9,158 SQUARE FEET OR 0.210 ACRES  
TRACT "D-2" . . . . . 18,884 SQUARE FEET OR 0.434 ACRES  
TRACT "P-1" . . . . . 2,103 SQUARE FEET OR 0.048 ACRES  
LOTS 1 - 42 (SEE MAP SHEETS FOR INDIVIDUAL LOTS) . . . . . 80,410 SQUARE FEET OR 1.846 ACRES

TOTAL AREA . . . . . 220,689 SQUARE FEET OR 5.066 ACRES

## REVIEWING SURVEYOR'S APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081(1) F.S., TO DETERMINE  
THAT ALL DATA REQUIRED BY CHAPTER 177 F.S. IS SHOWN, WHILE RANDOM CHECKS OF  
GEOMETRIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF  
SAID DATA IS MADE.

DATE: \_\_\_\_\_  
\_\_\_\_\_  
RICHARD D. PRYCE, RLS/PSM  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NO. 4038  
STATE OF FLORIDA

## SURVEYOR AND MAPPER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION  
OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY  
IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT SAID SURVEY IS  
MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT PERMANENT  
CONTROL POINTS (P.C.P.'S) AND MONUMENTS ACCORDING TO SECTION 177.091(9) F.S., WILL BE  
SET UNDER THE GUARANTEES POSTED WITH THE VILLAGE OF PALM SPRINGS FOR THE REQUIRED  
IMPROVEMENTS; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE  
REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF  
THE VILLAGE OF PALM SPRINGS, FLORIDA.

DATED: \_\_\_\_\_  
\_\_\_\_\_  
CRAIG S. PUSEY, P.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NO. 5019  
STATE OF FLORIDA

## PREPARING SURVEYOR & MAPPER'S STATEMENT

THIS INSTRUMENT WAS PREPARED BY CRAIG S. PUSEY, P.S.M. OF MICHAEL B. SCHORAH AND  
ASSOCIATES, INC., 1850 FOREST HILL BOULEVARD, SUITE 206, WEST PALM BEACH, FLORIDA, 33406.

## LEGEND

P.C.P. = PERMANENT CONTROL POINT  
P.R.M. = PERMANENT REFERENCE MONUMENT  
O.R.B. = OFFICIAL RECORD BOOK  
P.B. = PLAT BOOK  
D.B. = DEED BOOK  
P.B.C. = PALM BEACH COUNTY  
R/W = RIGHT OF WAY  
CL = CENTERLINE  
U.E. = UTILITY EASEMENT  
D.E. = DRAINAGE EASEMENT  
N = NORTHING, WHEN USED WITH COORDINATES  
E = EASTING, WHEN USED WITH COORDINATES  
⊙ = SET NAIL AND ALUMINUM DISK, STAMPED P.C.P. L.B. 2438  
■ = SET 4"x4"x24" C.M. WITH ALUMINUM DISK, STAMPED P.R.M. L.B. 2438  
⊗ = SET MAG NAIL AND BRASS WASHER, STAMPED P.R.M. L.B. 2438  
FD. = FOUND  
C.M. = CONCRETE MONUMENT  
F.P.L. = FLORIDA POWER AND LIGHT  
P.B.C.U.E. = PALM BEACH COUNTY UTILITY EASEMENT  
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER  
NO. = NUMBER  
⊕ = DENOTES SECTION CORNER (FOUND PALM BEACH COUNTY DISK IN CONCRETE)  
⊕ = DENOTES 1/4 SECTION CORNER (NOT FOUND)

## SURVEYOR'S NOTES:

1. NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED  
ON ANY EASEMENT WITHOUT WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL  
APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.  
THERE SHALL BE NO ABOVE GROUND ENCROACHMENTS WHERE UTILITY EASEMENTS AND  
LAKE MAINTENANCE EASEMENTS COINCIDE.

2. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE  
COINCIDE, DRAINAGE EASEMENTS, WATER MANAGEMENT EASEMENTS AND WATER  
MANAGEMENT ACCESS EASEMENT SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL  
HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER  
EASEMENTS SHALL SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY  
USE RIGHTS GRANTED.

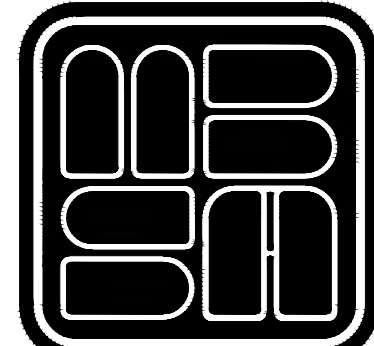
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE  
SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN  
AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL  
RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC  
RECORDS OF THIS COUNTY.

4. BEARINGS AS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF  
SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, HAVING A  
GRID BEARING OF SOUTH 01°29'10" EAST, WHICH IS RELATIVE TO THE NORTH AMERICAN DATUM  
(N.A.D.) 83, 1990 ADJUSTMENT.

5. ALL LINES INTERSECTING CIRCULAR CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED.

6. BUILDINGS SETBACK LINES SHALL BE AS REQUIRED BY CURRENT VILLAGE OF PALM SPRINGS  
ZONING REGULATIONS.

SHEET 1 OF 3



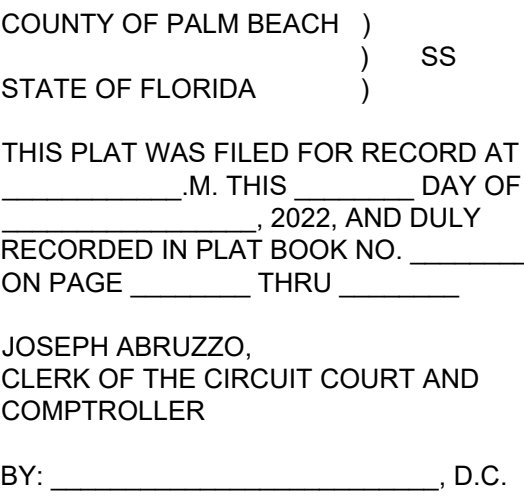
**MICHAEL B. SCHORAH  
& ASSOCIATES, INC.**

1850 FOREST HILL BLVD., SUITE 206  
WEST PALM BEACH, FLORIDA 33406  
EB# 2438 TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

**BELMONT**



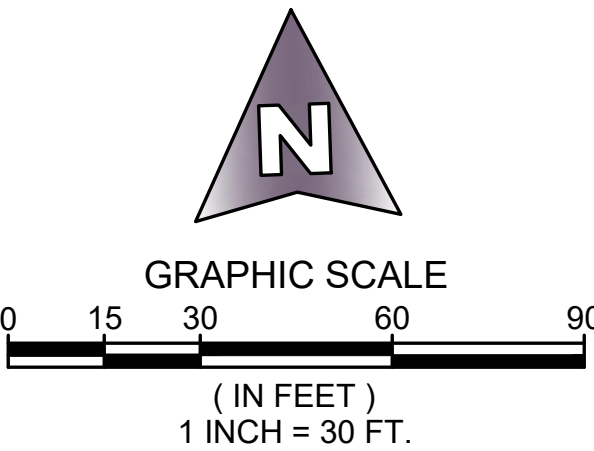
BEING A REPLAT OF LOT 2, LUTHERAN CHURCH - KIRK ROAD, AS RECORDED IN PLAT BOOK 117,  
PAGES 181 AND 182, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN  
SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, VILLAGE OF PALM SPRINGS,  
PALM BEACH COUNTY, FLORIDA,



THIS INSTRUMENT WAS PREPARED BY CRAIG S. PUSEY, P.S.M. OF MICHAEL B. SCHORAH AND ASSOCIATES, INC., 1850 FOREST HILL BOULEVARD., SUITE 206, WEST PALM BEACH, FLORIDA, 33406

|            |   |                                                                  |
|------------|---|------------------------------------------------------------------|
| P.C.P.     | = | PERMANENT CONTROL POINT                                          |
| P.R.M.     | = | PERMANENT REFERENCE MONUMENT                                     |
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| P.B.       | = | PLAT BOOK                                                        |
| D.B.       | = | DEED BOOK                                                        |
| P.B.C.     | = | PALM BEACH COUNTY                                                |
| R/W        | = | RIGHT OF WAY                                                     |
| ℄          | = | CENTERLINE                                                       |
| U.E.       | = | UTILITY EASEMENT                                                 |
| D.E.       | = | DRAINAGE EASEMENT                                                |
| N          | = | NORTHING, WHEN USED WITH COORDINATES                             |
| E          | = | EASTING, WHEN USED WITH COORDINATES                              |
| ⊙          | = | SET NAIL AND ALUMINUM DISK, STAMPED P.C.P. L.B. 2438             |
| ■          | = | SET 4"x4"x24" C.M. WITH ALUMINUM DISK, STAMPED P.R.M. L.B. 2438  |
| ⊞          | = | SET MAG NAIL AND BRASS WASHER, STAMPED P.R.M. L.B. 2438          |
| FD.        | = | FOUND                                                            |
| C.M.       | = | CONCRETE MONUMENT                                                |
| F.P.L.     | = | F.L.R.A. POWER AND LIGHT                                         |
| P.B.C.U.E. | = | PALM BEACH COUNTY UTILITY EASEMENT                               |
| P.S.M.     | = | PROFESSIONAL SURVEYOR AND MAPPER                                 |
| NO.        | = | NUMBER                                                           |
| ⊕          | = | DENOTES SECTION CORNER (FOUND PALM BEACH COUNTY DISK IN CONCRETE |
| ⊖          | = | DENOTES 1/4 SECTION CORNER (NOT FOUND)                           |

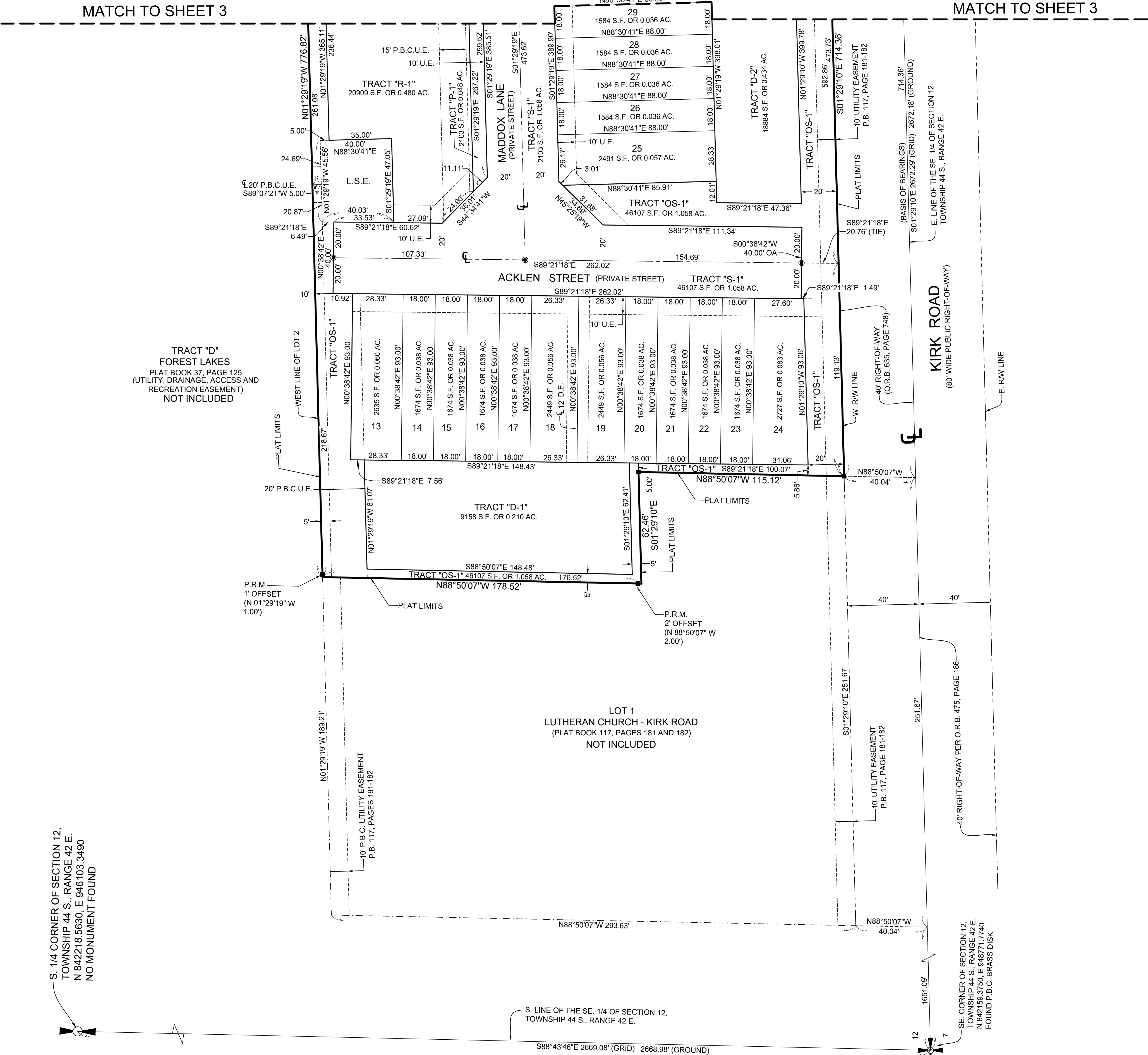
**COORDINATE NOTE:**  
STATE PLANE COORDINATES SHOWN ARE GRID DATUM, NAD 83 1990  
ADJUSTMENT, FLORIDA EAST ZONE, COORDINATE SYSTEM 1983 STATE  
PLANE, TRANSVERSE MERCATOR PROJECTION  
LINEAR UNIT = US SURVEY FEET  
ALL DISTANCES ARE GROUND  
SCALE FACTOR = 1.000039295  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS AS SHOWN HEREON ARE GRID DATUM, NAD 83 1990  
ADJUSTMENT, FLORIDA EAST ZONE.



SHEET 2 OF 3

1850 FOREST HILL BLVD., SUITE 206  
WEST PALM BEACH, FLORIDA 33406

# BELMONT





BEING A REPLAT OF LOT 2, LUTHERAN CHURCH - KIRK ROAD, AS RECORDED IN PLAT BOOK 117,  
PAGES 181 AND 182, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN  
SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, VILLAGE OF PALM SPRINGS,  
PALM BEACH COUNTY, FLORIDA,

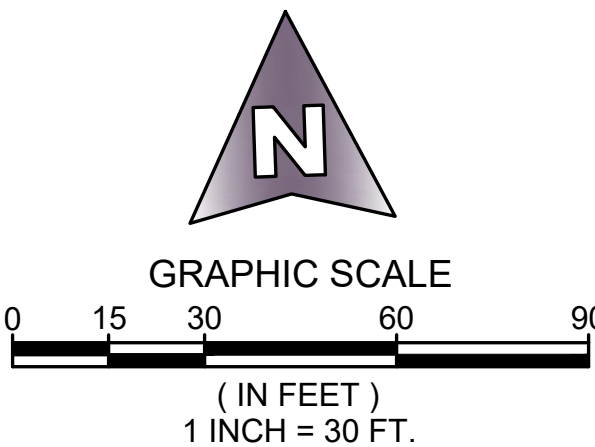


COUNTY OF PALM BEACH )  
 ) SS  
STATE OF FLORIDA )  
  
THIS PLAT WAS FILED FOR RECORD AT \_\_\_\_\_, M. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AND DULY  
RECORDED IN PLAT BOOK NO. \_\_\_\_\_  
ON PAGE \_\_\_\_\_ THRU \_\_\_\_\_  
  
JOSEPH ABRUZZO,  
CLERK OF THE CIRCUIT COURT AND  
COMPTROLLER  
  
BY: \_\_\_\_\_, D.C.

THIS INSTRUMENT WAS PREPARED BY CRAIG S. PUSEY, P.S.M. OF MICHAEL B. SCHORAH AND ASSOCIATES, INC., 1850 FOREST HILL BOULEVARD., SUITE 206, WEST PALM BEACH, FLORIDA, 33406.

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| P.B.C.U.E. | = | PALM BEACH COUNTY UTILITY EASEMENT                               |
| P.S.M.     | = | PROFESSIONAL SURVEYOR AND MAPPER                                 |
| NO.        | = | NUMBER                                                           |
| +          | = | DENOTES SECTION CORNER (FOUND PALM BEACH COUNTY DISK IN CONCRETE |
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BEARINGS AS SHOWN HEREON ARE GRID DATUM, NAD 83 1990  
ADJUSTMENT, FLORIDA EAST ZONE.



SHEET 3 OF 3

The logo for Michael B. Schorah & Associates, Inc. is a square emblem with a stylized, interlocking geometric design. To the right of the logo, the company name is printed in a bold, sans-serif font. Below the name, the address is listed in a smaller font. At the bottom, contact information including a fax number, telephone number, and email address is provided, separated by vertical lines.



# Plat Checklist/Comments - Florida Statutes

## Village of Palm Springs

### "BELMONT" Plat

### THIRD REVIEW

10/23/2022

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#### CHAPTER 177

#### PLATTING (ss. 177.011-177.151) CHECKLIST

☐ **177.041 Boundary survey and title opinion or property information report required.** Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by:

☒ 1) A boundary survey of the platted lands. However, a new boundary survey for a replat is required only when the replat affects any boundary of the previously platted property or when improvements which may affect the boundary of the previously platted property have been made on the lands to be replatted. The boundary survey must be performed and prepared under the responsible direction and supervision of a professional surveyor and mapper preceding the initial submittal of the plat to the local governing body. This subsection does not restrict a legal entity from employing one professional surveyor and mapper to perform and prepare the boundary survey and another professional surveyor and mapper to prepare the plat.

Comments: **COMPLIES**

☐ (2) A title opinion of an attorney at law licensed in Florida or a property information report showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or property information report must also show all mortgages not satisfied or released of record nor otherwise terminated by law.

Comments: **COMPLIES**

☐ **177.051 Name and replat of subdivision**

☒ (1) Every subdivision shall be given a name by which it shall be legally known. For the purpose of this section, that name is the "primary name." The primary name shall not be the same or in any way so similar to any name appearing on any recorded plat in the same county as to confuse the records or to mislead the public as to the identity of the subdivision, except when the subdivision is further divided as an additional unit or section by the same developer or the developer's successors in title. In that case, the additional unit, section, or phase shall be given the primary name followed by the unit, section, or phase number. Words such as "the," "replat," or "a" may not be used as the first word of the primary name. Every subdivision's name shall have legible lettering of the same size and type, including the words "section," "unit," or "phase." If the word "replat" is not part of the primary name, then it may be of a different size and type. The primary name of the subdivision shall be shown in the dedication and shall coincide exactly with the subdivision name.

Comments: **COMPLIES**

☒ (2) Any change in a plat, except as provided in s. 177.141, shall be labeled a "replat," and a replat must conform with this part. After the effective date of this act, the terms "amended plat," "revised plat," "corrected plat," and "resubdivision" may not be used to describe the process by which a plat is changed.

Comments: **COMPLIES**

☒ **177.061 Qualification and statement required.** Every plat offered for recording pursuant to the provisions of this part must be prepared by a professional surveyor and mapper. The plat must be signed and sealed by that professional surveyor and mapper, who must state on the plat that the plat was prepared under his or her direction and supervision and that the plat complies with all of the survey requirements of this part. Every plat must also contain the printed name and registration number of the professional surveyor and mapper directly below the statement required by this section, along with the printed name, address, and certificate of authorization number of the legal entity, if any. A professional surveyor and mapper practicing independently of a legal entity must include his or her address.

Comments: **COMPLIES**

☐ **177.071 Approval of plat by governing bodies**

☐ (1) Before a plat is offered for recording, it must be approved by the appropriate governing body, and evidence of such approval must be placed on the plat. If not approved, the governing body must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation. For the purposes of this part:

Comments: **PENDING**

☒ (a) When the plat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.

Comments: **COMPLIES**

☒ (b) When a plat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.

Comments: **N/A**

☒ (c) When a plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its boundaries, unless the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

Comments: **N/A**

☒ (2) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Comments: **N/A**

☐ **177.081 Dedication and approval**

☐ (1) Prior to approval by the appropriate governing body, the plat shall be reviewed for conformity to this chapter by a professional surveyor and mapper either employed by or under contract to the local governing body, the costs of which shall be borne by the legal entity offering the plat for recordation, and evidence of such review must be placed on such plat.



Comments: **PENDING**

☒ (2) Every plat of a subdivision filed for record must contain a dedication by the owner or owners of record. The dedication must be executed by all persons, corporations, or entities whose signature would be required to convey record fee simple title to the lands being dedicated in the same manner in which deeds are required to be executed. All mortgagees having a record interest in the lands subdivided shall execute, in the same manner in which deeds are required to be executed, either the dedication contained on the plat or a separate instrument joining in and ratifying the plat and all dedications and reservations thereon.

Comments: **PENDING SIGNATURES ON ORIGINAL MYLAR**

☒ (3) When a tract or parcel of land has been subdivided and a plat thereof bearing the dedication executed by the owners of record and mortgagees having a record interest in the lands subdivided, and when the approval of the governing body has been secured and recorded in compliance with this part, all streets, alleys, easements, rights-of-way, and public areas shown on such plat, unless otherwise stated, shall be deemed to have been dedicated to the public for the uses and purposes thereon stated. However, nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.

Comments: **COMPLIES**

☐ **177.085 Platted streets; reversionary clauses**

☒ (1) When any owner of land subdivides the land and dedicates streets, other roadways, alleys or similar strips on the map or plat, and the dedication contains a provision that the reversionary interest in the street, roadway, alley or other similar strip is reserved unto the dedicator or his or her heirs, successors, assigns, or legal representative, or similar language, and thereafter conveys abutting lots or tracts, the conveyance shall carry the reversionary interest in the abutting street to the centerline or other appropriate boundary, unless the owner clearly provides otherwise in the conveyance.

Comments: **N/A**

☒ (2) As to all plats of subdivided lots heretofore recorded in the public records of each county, the holder of any interest in any reversionary rights in streets in such plats, other than the owners of abutting lots, shall have 1 year from July 1, 1972, to institute suit in a court of competent jurisdiction in this state to establish or enforce the right, and failure to institute the action within the time shall bar any right, title or interest, and all right of forfeiture or reversion shall thereupon cease and determine, and become unenforceable.

Comments: **N/A**

☒ **177.086 Installation of cul-de-sacs.** In the event a municipality or county installs a cul-de-sac on a street or road under its jurisdiction and thereby discontinues use of any existing street or road right-of-way, such discontinuance shall not operate to abandon or vacate the unused right-of-way unless the governing body of the municipality or county adopts a resolution or ordinance, as appropriate, vacating the unused right-of-way.

Comments: **N/A**

☐ **177.091 Plats made for recording.** Every plat of a subdivision offered for recording shall conform to the following:

(1) It must be:

☐ a) An original drawing made with black permanent drawing ink; or

Comments: **PENDING REVIEW OF MYLAR**

☐ (b) A nonadhered scaled print on a stable base film made by photographic processes from a film scribing tested for residual hypo testing solution to assure permanency. Marginal lines, standard certificates and approval forms shall be printed on the plat with a permanent black drawing ink. A print or photographic copy of the original drawing must be submitted with the original drawing.

Comments: **PENDING REVIEW OF MYLAR**

☐ 2) The size of each sheet shall be determined by the local governing body and shall be drawn with a marginal line, or printed when permitted by local ordinance, completely around each sheet and placed so as to leave at least a 1/2-inch margin on each of three sides and a 3-inch margin on the left side of the plat for binding purposes.

Comments: **COMPLIES**

☒ (3) When more than one sheet must be used to accurately portray the lands subdivided, an index or key map must be included and each sheet must show the particular number of that sheet and the total number of sheets included, as well as clearly labeled match lines to show where other sheets match or adjoin.

Comments: **COMPLIES**

☒ (4) In all cases, the letter size and scale used shall be of sufficient size to show all detail. The scale shall be both stated and graphically illustrated by a graphic scale drawn on every sheet showing any portion of the lands subdivided.

Comments: **COMPLIES**

☒ (5) The name of the plat shall be shown in bold legible letters, as stated in s. 177.051. The name of the subdivision shall be shown on each sheet included. The name of the professional surveyor and mapper or legal entity, along with the street and mailing address, must be shown on each sheet included.

Comments: **COMPLIES**

☒ (6) A prominent "north arrow" shall be drawn on every sheet included showing any portion of the lands subdivided. The bearing or azimuth reference shall be clearly stated on the face of the plat in the notes or legend, and, in all cases, the bearings used shall be referenced to some well established and monumented line.

Comments: **COMPLIES**

☐ (7) Permanent reference monuments must be placed at each corner or change in direction on the boundary of the lands being platted and may not be more than 1,400 feet apart. Where such corners are in an inaccessible place, "P.R.M.s" shall be set on a nearby offset within the boundary of the plat and such offset shall be so noted on the plat. Where corners are found to coincide with a previously set "P.R.M.," the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity on the previously set "P.R.M." shall be shown on the new plat or, if unnumbered, shall so state. Permanent reference monuments shall be set before the recording of the plat. The "P.R.M.s" shall be shown on the plat by an appropriate symbol or designation.

Comments: **COMPLIES**

☒ (8) Permanent control points shall be set on the centerline of the right-of-way at the intersection and terminus of all streets, at each change of direction, and no more than 1,000 feet apart. Such "P.C.P.s" shall be shown on the plat by an appropriate symbol or designation. In those counties or municipalities that do not require subdivision improvements and do not accept bonds or escrow accounts to construct improvements, "P.C.P.s" may be set prior to the recording of the plat and must be set within 1 year of the date the plat was recorded. In the counties or municipalities that require subdivision improvements and have the means of insuring the construction of said improvements, such as bonding requirements, "P.C.P.s" must be set prior to the expiration of the bond or other surety. If the professional surveyor and mapper or legal entity of record is no longer in practice or is not available due to relocation, or when the contractual relationship between



the subdivider and professional surveyor and mapper or legal entity has been terminated, the subdivider shall contract with a professional surveyor and mapper or legal entity in good standing to place the "P.C.P.s" within the time allotted.

Comments: **COMPLIES**

☐ (9) Monuments shall be set at all lot corners, points of intersection, and changes of direction of lines within the subdivision which do not require a "P.R.M." or a "P.C.P."; however, a monument need not be set if a monument already exists at such corner, point, or change of direction or when a monument cannot be set due to a physical obstruction. In those counties or municipalities that do not require subdivision improvements and do not accept bonds or escrow accounts to construct improvements, monuments may be set prior to the recording of the plat and must be set at the lot corners before the transfer of the lot. In those counties or municipalities that require subdivision improvements and have the means of ensuring the construction of those improvements, such as bonding requirements, monuments shall be set prior to the expiration of the bond or other surety. If the professional surveyor and mapper or legal entity of record is no longer in practice or is not available due to relocation, or when the contractual relationship between the subdivider and professional surveyor and mapper or legal entity has been terminated, the subdivider shall contract with a professional surveyor and mapper or legal entity in good standing who shall be allowed to place the monuments within the time allotted.

Comments: **COMPLIES**

☒ (10) The section, township, and range shall appear immediately under the name of the plat on each sheet included, along with the name of the city, town, village, county, and state in which the land being platted is situated.

Comments: **COMPLIES**

☒ (11) Each plat shall show a description of the lands subdivided, and the description shall be the same in the title certification. The description must be so complete that from it, without reference to the plat, the starting point and boundary can be determined.

Comments: **COMPLIES**

☐ (12) The dedications and approvals required by ss. 177.071 and 177.081 must be shown.

Comments: **COMPLIES**

☐ (13) The circuit court clerk's certificate and the professional surveyor and mapper's seal and statement required by s. 177.061 shall be shown.

Comments: **COMPLIES**

☒ (14) All section lines and quarter section lines occurring within the subdivision shall be indicated by lines drawn upon the map or plat, with appropriate words and figures. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings and distances, and the point of beginning, shall be indicated. If the platted lands are in a land grant or are not included in the subdivision of government surveys, then the boundaries are to be defined by metes and bounds and courses.

Comments: **COMPLIES**

☒ (15) Location, width, and names of all streets, waterways, or other rights-of-way shall be shown, as applicable.

Comments: **COMPLIES**

☒ (16) Location and width of proposed easements and existing easements identified in the title opinion or property information report required by s. 177.041(2) must be shown on the plat or in the notes or legend, and their intended use

shall be clearly stated. Where easements are not coincident with property lines, they must be labeled with bearings and distances and tied to the principal lot, tract, or right-of-way.

Comments: **COMPLIES**

☒ (17) All contiguous properties shall be identified by subdivision title, plat book, and page, or, if unplatted, land shall be so designated. If the subdivision platted is a part or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made; the fact of its being a replat shall be stated as a subtitle under the name of the plat on each sheet included. The subtitle must state the name of the subdivision being replatted and the appropriate recording reference.

Comments: **COMPLIES**

☒ (18) All lots shall be numbered either by progressive numbers or, if in blocks, progressively numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.

Comments: **COMPLIES**

☒ (19) Sufficient survey data shall be shown to positively describe the bounds of every lot, block, street easement, and all other areas shown on the plat. When any lot or portion of the subdivision is bounded by an irregular line, the major portion of that lot or subdivision shall be enclosed by a witness line showing complete data, with distances along all lines extended beyond the enclosure to the irregular boundary shown with as much certainty as can be determined or as "more or less," if variable. Lot, block, street, and all other dimensions except to irregular boundaries, shall be shown to a minimum of hundredths of feet. All measurements shall refer to horizontal plane and in accordance with the definition of the U.S. Survey foot or meter adopted by the National Institute of Standards and Technology. All measurements shall use the  $39.37/12=3.28083333333$  equation for conversion from a U.S. foot to meters.

Comments: **COMPLIES**

☒ (20) Curvilinear lot lines shall show the radii, arc distances, and central angles. Radial lines will be so designated. Direction of non-radial lines shall be indicated.

Comments: **COMPLIES**

☒ (21) Sufficient angles, bearings, or azimuth to show direction of all lines shall be shown, and all bearings, angles, or azimuth shall be shown to the nearest second of arc.

Comments: **COMPLIES**

☒ (22) The centerlines of all streets shall be shown as follows: noncurved lines: distances together with either angles, bearings, or azimuths; curved lines: arc distances, central angles, and radii, together with chord and chord bearing or azimuths.

Comments: **COMPLIES**

☒ (23) Park and recreation parcels as applicable shall be so designated.

Comments: **COMPLIES**

☒ (24) All interior excepted parcels as described in the description of the lands being subdivided shall be clearly indicated and labeled "Not a part of this plat."



Comments: **N/A**

☒ (25) The purpose of all areas dedicated must be clearly indicated or stated on the plat.

Comments: **COMPLIES**

☒ (26) When it is not possible to show line or curve data information on the map, a tabular form may be used. The tabular data must appear on the sheet to which it applies.

Comments: **N/A**

☒ (27) The plat shall include in a prominent place the following statements: "NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

Comments: **COMPLIES**

☒ (28) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

Comments: **COMPLIES**

☒ (29) A legend of all symbols and abbreviations shall be shown.

Comments: **COMPLIES**

☐ **177.101 Vacation and annulment of plats subdividing land**

☒ (1) Whenever it is discovered, after the plat has been recorded in the public records, that the developer has previously caused the lands embraced in the second plat to be differently subdivided under and by virtue of another plat of the same identical lands, and the first plat was also filed of public record at an earlier date, and no conveyances of lots by reference to the first plat so filed appears of record in such county, the governing body of the county is authorized and directed to and shall, by resolution, vacate and annul the first plat of such lands appearing of record upon the application of the developer of such lands under the first plat or upon application of the owners of all the lots shown and designated upon the second and subsequent plat of such lands, and the circuit court clerk of the county shall thereupon make proper notation of the annulment of such plat upon the face of such annulled plat.

Comments: **N/A**

☒ (2) Whenever it is discovered that after the filing of a plat subdividing a parcel of land located in the county, the developer of the lands therein and thereby subdivided did cause such lands embraced in said plat, or a part thereof, to be again and subsequently differently subdivided under another plat of the same and identical lands or a part thereof, which said second plat was also filed at a later date; and it is further made to appear to the governing body of the county that the filing and recording of the second plat would not materially affect the right of convenient access to lots previously conveyed under the first plat, the governing body of the county is authorized by resolution to vacate and annul so much of the first plat of such lands appearing of record as are included in the second plat, upon application of the owners and developer of such lands under the first plat or their successors, grantees, or assignees, and the circuit court clerk of the county shall thereupon make proper notation of the action of the governing body upon the face of the first plat. The approval of a replat by the governing body of a local government, which encompasses lands embraced in all or part of a prior plat filed of public

record shall, upon recordation of the replat, automatically and simultaneously vacate and annul all of the prior plat encompassed by the replat.

Comments: **N/A**

☒ (3) The governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county, it must be shown that the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

Comments: **N/A**

☒ (4) Persons making application for vacations of plats either in whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid. For the purpose of the tax collector's certification that state, county, and municipal taxes have been paid, the taxes shall be deemed to have been paid if, in addition to any partial payment under s. 194.171, the owner of the platted lands sought to be vacated shall post a cash bond, approved by the tax collector of the county where the land is located and by the Department of Revenue, conditioned to pay the full amount of any judgment entered pursuant to s. 194.192 adverse to the person making partial payment, including all costs, interest, and penalties. The circuit court shall fix the amount of said bond by order, after considering the reasonable timeframe for such litigation and all other relevant factors; and a certified copy of such approval, order, and cash bond shall be attached to the application. If such tract or parcel of land is within the corporate limits of any incorporated city or town, the governing body of the county shall be furnished with a certified copy of a resolution of the town council or city commission, as the case may be, showing that it has already by suitable resolution vacated such plat or subdivision or such part thereof sought to be vacated.

Comments: **N/A**

☒ (5) Every such resolution by the governing body shall have the effect of vacating all streets and alleys which have not become highways necessary for use by the traveling public. Such vacation shall not become effective until a certified copy of such resolution has been filed in the offices of the circuit court clerk and duly recorded in the public records of said county.

Comments: **N/A**

☒ (6) All resolutions vacating plats by the governing body of a county prior to September 1, 1971, are hereby validated, ratified, and confirmed. Such resolutions shall have the same effect as if the plat had been vacated after September 1, 1971.

Comments: **N/A**



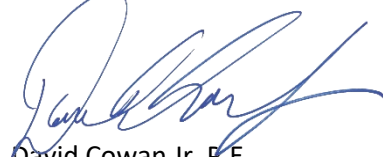
## Village of Palm Springs Development Review

**DATE:** 10/11/2022  
**DESCRIPTION :** Bella Sera - Townhomes (Belmont)  
**APPLICANT:** D.R. Horton (Contact Purchaser)  
**OWNER:** Finestra Holy Cross LLC  
**APPLICATION TYPE:** Planned Development  
**REQUEST:** Plat Review  
**LOCATION:** 1591 Kirk Road, Palm Springs, Florida  
**STAFF REVIEW:** **APPROVAL LETTER WITH COMMENT/CONDITION AND RECOMMENDATIONS**

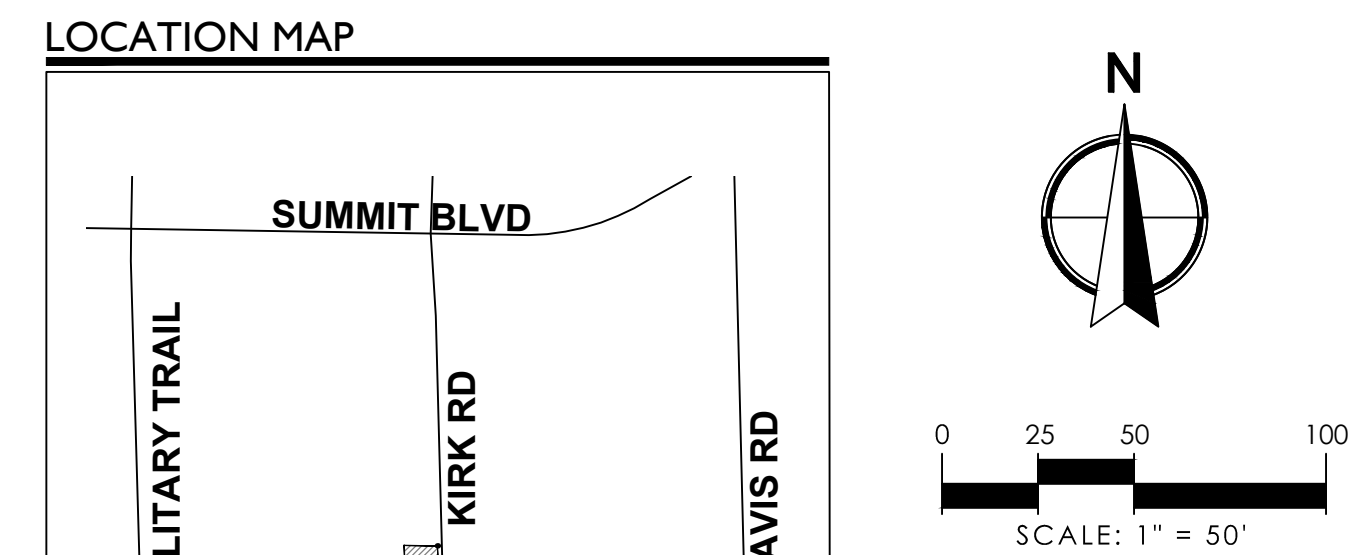
### Plat Comments

Based on our review of the applicant's submittal dated 9/21/2022, the reviewer recommends the approval of the Plat.

This letter has been prepared by the following individual, in association with their consultants and subconsultants:



David Cowan Jr, P.E.  
Chen Moore and Associates  
Tel: 561.746.6900 x 1211  
Email: [dcowan@chenmoore.com](mailto:dcowan@chenmoore.com)



| SITE DATA                                   |                             |
|---------------------------------------------|-----------------------------|
| APPLICATION NAME                            | BELMONT                     |
| EXISTING LAND USE DESIGNATION (VILLAGE)     | OTHER PUBLIC FACILITIES     |
| PROPOSED LAND USE DESIGNATION (VILLAGE)     | MEDIUM DENSITY RESIDENTIAL  |
| EXISTING ZONING DISTRICT (VILLAGE)          | RM                          |
| PROPOSED ZONING DISTRICT (VILLAGE)          | RM1PD                       |
| PCN                                         | 70-42-44-12-39-000-0020     |
| EXISTING USE                                | CHURCH                      |
| PROPOSED USE                                | TOWNHOME RESIDENTIAL        |
| GROSS SITE AREA                             | 5.07 AC.                    |
| TOTAL PROPOSED UNITS (TOWNHOUSE)            | 42 D.U.                     |
| GROSS DENSITY                               | 8.28 D.U./AC                |
| OPEN SPACE REQUIRED                         | 1.77 AC. (35%)              |
| OPEN SPACE PROVIDED                         | 2.07 AC. (41%)              |
| PROPOSED PERVIOUS                           | 2.63 AC. (52%)              |
| PROPOSED IMPERVIOUS                         | 2.44 AC. (48%)              |
| COMMON AMENITY REQUIRED                     | 0.35 AC.(20% OF OPEN SPACE) |
| COMMON AMENITY PROVIDED                     | 0.48 AC.                    |
| DRY DETENTION AREA                          | 0.65 AC. (13%)              |
| TOTAL PARKING REQUIRED                      | 132 SP.                     |
| RESIDENTIAL PARKING REQUIRED (2.5 SP./D.U.) | 105 SP.                     |
| GUEST SPACES REQUIRED (25% OF REQ. SP.)     | 27 SP.                      |
| TOTAL PARKING PROVIDED                      | 141 SP.                     |
| GARAGE SPACES                               | 42 SP.                      |
| DRIVEWAY SPACES                             | 56 SP.                      |
| GUEST SPACES                                | 43 SP.                      |
| BUILDING HEIGHT                             | 30' MAX                     |
| TRAFFIC ANALYSIS ZONE (TAZ)                 | 294                         |

NOTE:

1. REFER TO CIVIL PLANS FOR UTILITIES, GRADING, SIGNAGE AND PAVEMENT MARKING.
2. REFER TO PHOTOMETRIC PLANS FOR LIGHTING LOCATIONS.
3. STREETS ARE TO BE PRIVATELY DEDICATED AND MAINTAINED.

PROPERTY DEVELOPMENT REGULATIONS (TOWNHOUSE)  
SEC.34-1064(e)

| ZONING DISTRICT (RM) | MAX BLDG COVER | MIN. SETBACKS |      |               |      |
|----------------------|----------------|---------------|------|---------------|------|
|                      |                | FRONT         | SIDE | CORNER STREET | REAR |
| REQUIRED             | 40%            | 25'           | 20'  | 25'           | 20'  |
| PROPOSED             | 18%            | 30'           | 20'  | N/A           | 20'  |

NOTE: PROPERTY DEVELOPMENT REGULATIONS TAKEN FROM PERIMETER OF DEVELOPMENT  
PER SEC. 34-1064.

## WAIVER CHART

| WAVER CHART         |              |                          |                          |                             |
|---------------------|--------------|--------------------------|--------------------------|-----------------------------|
| WAVER SUBJECT       | CODE SECTION | REQUIRED                 | PROPOSED                 | DEVIATION                   |
| MIN. LOT AREA       | 34-766(1)    | 385,500 SF /<br>8.85 AC. | 220,849 SF /<br>5.07 AC. | -164,651 SF /<br>- 3.78 AC. |
| PARKING DRIVE AISLE | 34-1328      | 26'                      | 20'                      | -6'                         |

### LEGEND

AC = ACRES  
C = CENTER LINE  
D.E. = DRAINAGE EASEMENT  
DRO = DEVELOPMENT REVIEW OFFICERS  
D.U. = DWELLING UNITS  
EX. = EXISTING  
FLU = FUTURE LAND USE  
M = MODEL UNIT  
O.H.E. = OVER-HANG EASEMENT  
O.R.B. = OFFICE RECORD BOOK  
O.S.T. = OPEN SPACE TRACT  
P = POSTAL DELIVERY PARKING  
P.B. = PLAT BOOK  
PDR = PROPERTY DEVELOPMENT REGULATIONS  
PG. = PAGE  
R = RADIUS  
R.O.W. = RIGHT-OF-WAY  
S.B. = SETBACK  
SWW = SIDEWALK  
S.F. = SQUARE FEET  
T.B.A. = TO BE ABANDONED  
TYP = TYPICAL  
TH = TOWNHOME  
U.E. = UTILITY EASEMENT











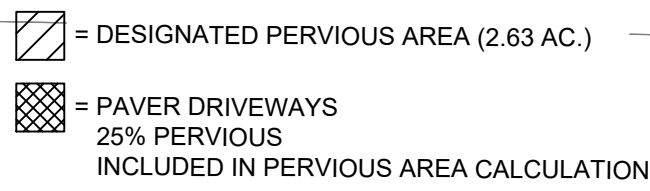
SCALE: NTS



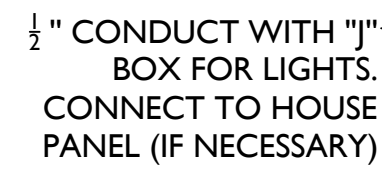
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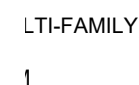
## SCALE: NTS



## SCALE: NTS



## SCALE: NTS



| REVISIONS |            |             | BY<br>#### |
|-----------|------------|-------------|------------|
| NO.       | DATE       | DESCRIPTION |            |
| 1         | 6-11-2021  | RESUBMITTAL |            |
| 2         | 8-20-2021  | RESUBMITTAL |            |
| 3         | 1-10-2022  | RESUBMITTAL |            |
| 4         | 12-2-2022  | RESUBMITTAL |            |
| 5         | 05-13-2022 | RESUBMITTAL |            |
|           |            |             |            |
|           |            |             |            |
|           |            |             |            |

SHEET:  
RP-1





Canal 7

70424412390000020

Kirk Rd

0 50 100 200  
Feet



# Village of Palm Springs

## Kirk Road

 Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

Data Source: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.

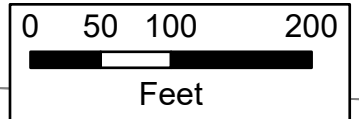




Canal 7

70424412390000020

Kirk Rd



# Village of Palm Springs

## Kirk Road

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-  Parcels
-  Property Boundary

Data Source: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Planning, Zoning & Building

---

**ITEM**  
**#15:** Resolution No. 2022-49 - Final Plat - 3673 Coconut Road

**SUMMARY:** Ms. Molly Brown, agent for BLP Homes LLC, owner, has filed a final plat to re-plat the east one-half of tracts 22 and 23, in block 4, of Lakewood Gardens Plat No.1 (as recorded in Plat Book 18, Page 38 of the Public Records of Palm Beach County, Florida), less the east 165 feet of the North 60 feet of tract 22 lying in the southwest quarter (S.W. 1/4), of section 19, township 44 south, range 43 east, Village of Palm Springs, Palm Beach County, Florida. The applicant proposes subdividing the multifamily property to delineate 12 individual single-family lots, consistent with the site plan approved by the Village Council (Resolution No. 2021-01 - January 14, 2021).

The Village Surveyor, Engenuity Group Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The final plat is consistent with the preliminary plat approved by the Village Council (Resolution No. 2022-36 - October 6, 2022).

If approved, the final plat will be recorded in the public records of Palm Beach County before any sales of townhouse lots.

**FISCAL IMPACT:**

There is no direct fiscal impact from the proposed plat.

**ATTACHMENTS:**

1. Resolution No. 2022-49 - Final Plat - Final Plat for 3673 Coconut Road
2. Proposed Final Plat - 3673 Coconut Road
3. Letter of Compliance with Florida Statutes - 3673 Coconut Road
4. Approved Site Plan
5. Aerial Map and Location Map



**RESOLUTION NO. 2022-43**

**A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING A FINAL PLAT TO REPLAT THE EAST ONE-HALF OF TRACTS 22 AND 23 AND SUBDIVIDE A MULTI-FAMILY PROPERTY TO DELINEATE 12 INDIVIDUAL SINGLE-FAMILY LOTS CONSISTENT WITH THE SITE PLAN, TOTALING 2.11 ACRES SUBMITTED BY MS. MOLLY BROWN, AGENT FOR BLP HOMES LLC (“APPLICANT”), FOR THE PROPERTY LOCATED AT 3673 COCONUT ROAD AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ms. Molly Brown, agent for BLP Homes LLC (“Applicant”), has filed a final plat application to subdivide the multifamily property to delineate 12 individual single-family lots at 3673 Coconut Road; and

**WHEREAS**, the proposed plat complies with all Platting Regulations set forth in Chapter 177, Florida Statutes; and

**WHEREAS**, prior to final plat approval, a Declaration of Easements, Covenants and Restrictions document shall be provided to the Village for review and approval, which will address responsibilities for each parcel owner in terms of access, utilities, parking, maintenance, and drainage.

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

**Section 1.** The Village Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant to subdivide the multifamily property to delineate 12 individual single-family lots, at 3673 Coconut Road; and the same having been heard in the Regular Session of October 6, 2022, having been otherwise fully apprised of the premises herein, and having determined that the final plat conforms to the applicable requirements of Chapter 34 of the Village Code; hereby approves the final plat, which is incorporated herein by reference.

**Section 2.** This Resolution shall take effect immediately upon adoption.

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

|                              | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|--------------------------|--------------------------|--------------------------|
| BEVERLY SMITH, MAYOR         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, MAYOR PRO TEM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

VILLAGE OF PALM SPRINGS, FLORIDA  
BY: \_\_\_\_\_  
BEVERLY SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_

GLEN J. TORCIVIA, VILLAGE ATTORNEY



3673 COCONUT ROAD

A REPLAT OF THE EAST ONE–HALF OF TRACTS 22 AND 23, IN BLOCK 4, LAKEWOOD GARDENS PLAT NO.1,  
RECORDED IN PLAT BOOK 18, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LESS THE EAST 165 FEET OF THE NORTH 60 FEET OF TRACT 22  
LYING IN THE SOUTHWEST QUARTER (S.W. 1/4), OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST,  
VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA  
SHEET 1 OF 2

DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS THAT BLP HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS 3673 COCONUT ROAD, A REPLAT OF THE EAST ONE–HALF OF TRACTS 22 AND 23, IN BLOCK 4, LAKEWOOD GARDENS PLAT NO.1, RECORDED IN PLAT BOOK 18, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 165 FEET OF THE NORTH 60 FEET OF TRACT 22, LYING IN THE SOUTHWEST QUARTER (S.W. 1/4), OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 23;  
THENCE ALONG THE SOUTH LINE OF SAID TRACT 23, N87°50'11"W FOR 321.25 FEET, TO THE WEST LINE OF THE SAID EAST ONE–HALF OF TRACTS 22 AND 23;  
THENCE ALONG SAID WEST LINE, N01°35'14"E FOR 317.75 FEET TO THE NORTH LINE OF SAID TRACT 22;  
THENCE ALONG SAID NORTH LINE, S87°50'11"E FOR 156.25 FEET;  
THENCE S01°14'55"W FOR 59.61 FEET;  
THENCE S87°41' 58"E FOR 164.65 FEET TO THE EAST LINE OF SAID TRACTS 22 AND 23;  
THENCE ALONG SAID EAST LINE, S01°35'14"W FOR 257.75 FEET TO THE POINT OF BEGINNING.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACTS A–1, A–2, TRACT B, AND TRACT C:

TRACTS A–1, A–2, TRACT B, AND TRACT C, AS SHOWN HEREON, ARE HEREBY RESERVED FOR BLP HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

2. TRACT D:

TRACT D, AS SHOWN HEREON, IS HEREBY RESERVED FOR BLP HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, AS AN ACCESS TRACT SERVING THE ABUTTING LOTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.  
AN EASEMENT OVER TRACT D FOR WATER AND SANITARY SEWER UTILITIES IS HEREBY DEDICATED TO THE VILLAGE OF PALM SPRINGS, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF WATER AND SANITARY SEWER FACILITIES.

3. TRACT E:

TRACT E, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE VILLAGE OF PALM SPRINGS, FLORIDA, IN FEE SIMPLE, FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC STREET PURPOSES.

4. UTILITY EASEMENTS:

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES. UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

IN WITNESS WHEREOF, THE ABOVE–NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BLP HOMES LLC  
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: \_\_\_\_\_  
(PRINT NAME)

BY: \_\_\_\_\_  
STUART HANKIN, MANAGER

WITNESS: \_\_\_\_\_  
(PRINT NAME)

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY STUART HANKIN, AS MANAGER FOR BLP HOMES LLC, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS \_\_\_\_ PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_(TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SIGNATURE)  
\_\_\_\_\_  
(PRINT NAME)  
NOTARY PUBLIC

MORTGAGEE’S JOINDER AND CONSENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK \_\_\_\_ AT PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS EXECUTIVE VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
(MORTGAGEE’S NAME)

BY: \_\_\_\_\_ (SIGNATURE)  
\_\_\_\_\_  
(OFFICER NAME)  
\_\_\_\_\_  
(OFFICER TITLE)

WITNESS: \_\_\_\_\_ (SIGNATURE) WITNESS: \_\_\_\_\_ (SIGNATURE)  
\_\_\_\_\_  
(PRINT NAME) \_\_\_\_\_  
(PRINT NAME)

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY \_\_\_\_\_(NAME), AS \_\_\_\_\_ (TITLE) FOR \_\_\_\_\_(MORTGAGEE), ON BEHALF OF THE CORPORATION, WHO IS \_\_\_\_ PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_(TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SIGNATURE)  
\_\_\_\_\_  
(PRINT NAME)  
NOTARY PUBLIC

TITLE CERTIFICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

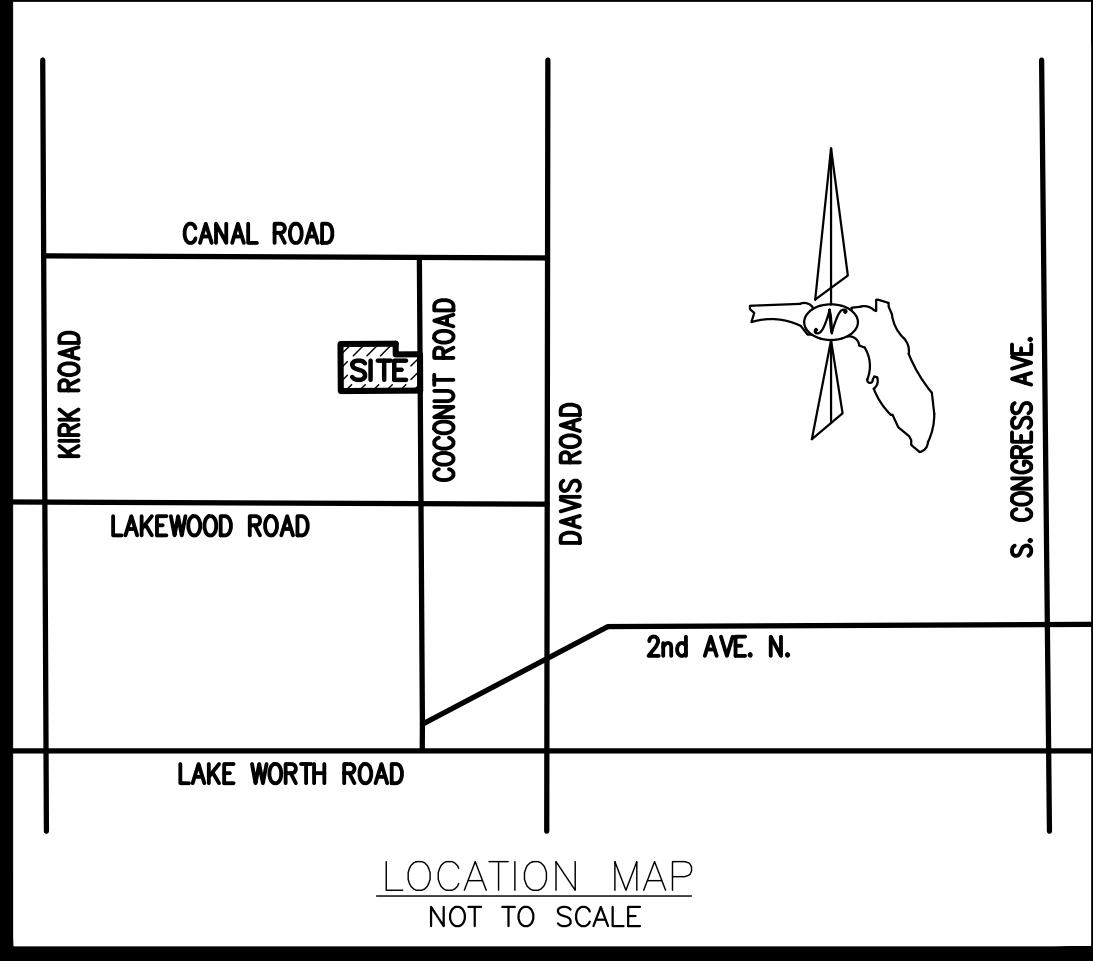
WE, PEGASUS TITLE SERVICES, LLC, A TITLE INSURANCE COMPANY, AS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN BLP HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
PEGASUS TITLE SERVICES, LLC  
CATHERINE STEWARD, AUTHORIZED SIGNATORY

SURVEYOR & MAPPER’S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.s) AND MONUMENTS, ACCORDING TO SEC.177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY AND PLAT DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, FLORIDA.

JOHN E. PHILLIPS, III, P.S.M. \_\_\_\_\_  
LICENSE NO. 4826  
STATE OF FLORIDA DATE



STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS PLAT WAS FILED FOR RECORD AT \_\_\_\_ M.  
THIS \_\_\_\_ DAY OF  
A.D. 2022, AND DULY  
RECORDED IN PLAT BOOK \_\_\_\_  
ON PAGES \_\_\_\_ AND \_\_\_\_  
JOSEPH ABRUZZO,  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER  
BY: \_\_\_\_\_  
DEPUTY CLERK

VILLAGE OF PALM SPRINGS APPROVAL

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD BY THE VILLAGE OF PALM SPRINGS, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022,

BY: \_\_\_\_\_ ATTESTED BY: \_\_\_\_\_  
BEVERLY SMITH, MAYOR KIMBERLY M. WYNN,VILLAGE CLERK

VILLAGE ENGINEER

THIS PLAT IS HEREBY ACCEPTED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022,

BY: \_\_\_\_\_  
\_\_\_\_\_, VILLAGE ENGINEER

SURVEYOR & MAPPER’S NOTES:

- BEARINGS ARE BASED ON N01°35'14"E (ASSUMED) ALONG THE WEST BOUNDARY OF THE SUBJECT PROPERTY.
- NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- STATE PLANE COORDINATES:  
A. COORDINATES SHOWN ARE GRID  
B. DATUM – NAD 83, 1990 ADJUSTMENT  
C. ZONE – FLORIDA EAST  
D. LINEAR UNIT – US SURVEY FOOT  
E. COORDINATE SYSTEM 1983 STATE PLANE  
F. TRANSVERSE MERCATOR PROJECTION  
G. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED  
H. SCALE FACTOR – 1.0000403  
I. GROUND DISTANCE x SCALE FACTOR= GRID DISTANCE  
J. ROTATION EQUATION: NONE
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE RIGHTS GRANTED.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY THE CURRENT VILLAGE OF PALM SPRINGS ZONING REGULATIONS.
- NOTICE:  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.  
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

LEGEND:

ABBREVIATIONS:  
ORB – OFFICIAL RECORD BOOK  
P.B. – PLAT BOOK  
NO. – NUMBER  
PG. – PAGE  
R/W – RIGHT–OF–WAY  
SEC. – SECTION  
℄ – CENTERLINE  
NAD – NORTH AMERICAN DATUM  
LB – LICENSED BUSINESS  
19/44/43 – SECTION 19, TOWNSHIP 44 SOUTH,  
RANGE 43 EAST  
U.E. – UTILITY EASEMENT  
D.E. – DRAINAGE EASEMENT  
LLC – LIMITED LIABILITY COMPANY  
P.O.B. – POINT OF BEGINNING

SYMBOLS:

- ☐ PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LB6473"
- ☐ MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

REVIEWING SURVEYOR’S APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081(1), FLORIDA STATUTES, TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177, PART 1, FLORIDA STATUTES IS SHOWN. WHILE RANDOM CHECKS OF GEOMETRIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF FULL VERIFICATION OF SAID DATA IS MADE.

GARY M. RAYMAN, LS–2633  
PROFESSIONAL SURVEYOR & MAPPER  
STATE OF FLORIDA

DATE

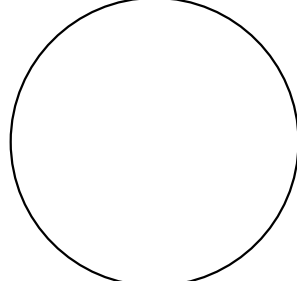
PREPARING SURVEYOR & MAPPER’S STATEMENT

THIS INSTRUMENT WAS PREPARED BY  
JOHN E. PHILLIPS III, P.S.M. 4826

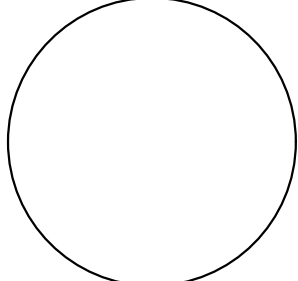


**BROWN & PHILLIPS, INC.**  
CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE RD., SUITE 509  
WEST PALM BEACH, FLORIDA 33409  
561–615–3988, 615–3986 FAX

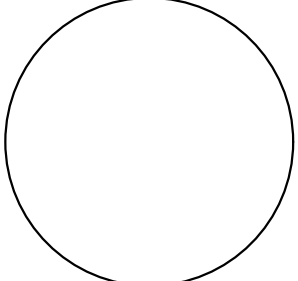
BLP HOMES LLC  
SEAL  
(IF AVAILABLE)



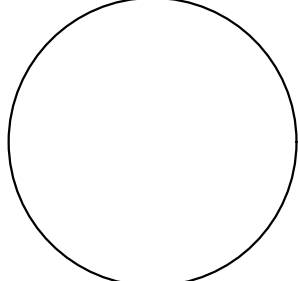
MORTGAGEE’S  
SEAL  
(IF AVAILABLE)



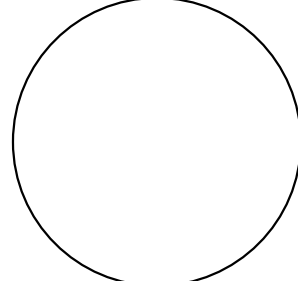
SURVEYOR’S  
SEAL



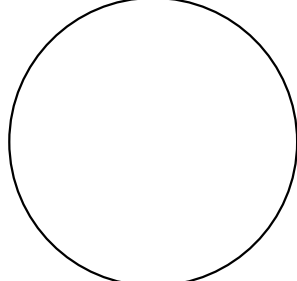
VILLAGE CLERK  
SEAL



VILLAGE ENGINEER  
SEAL



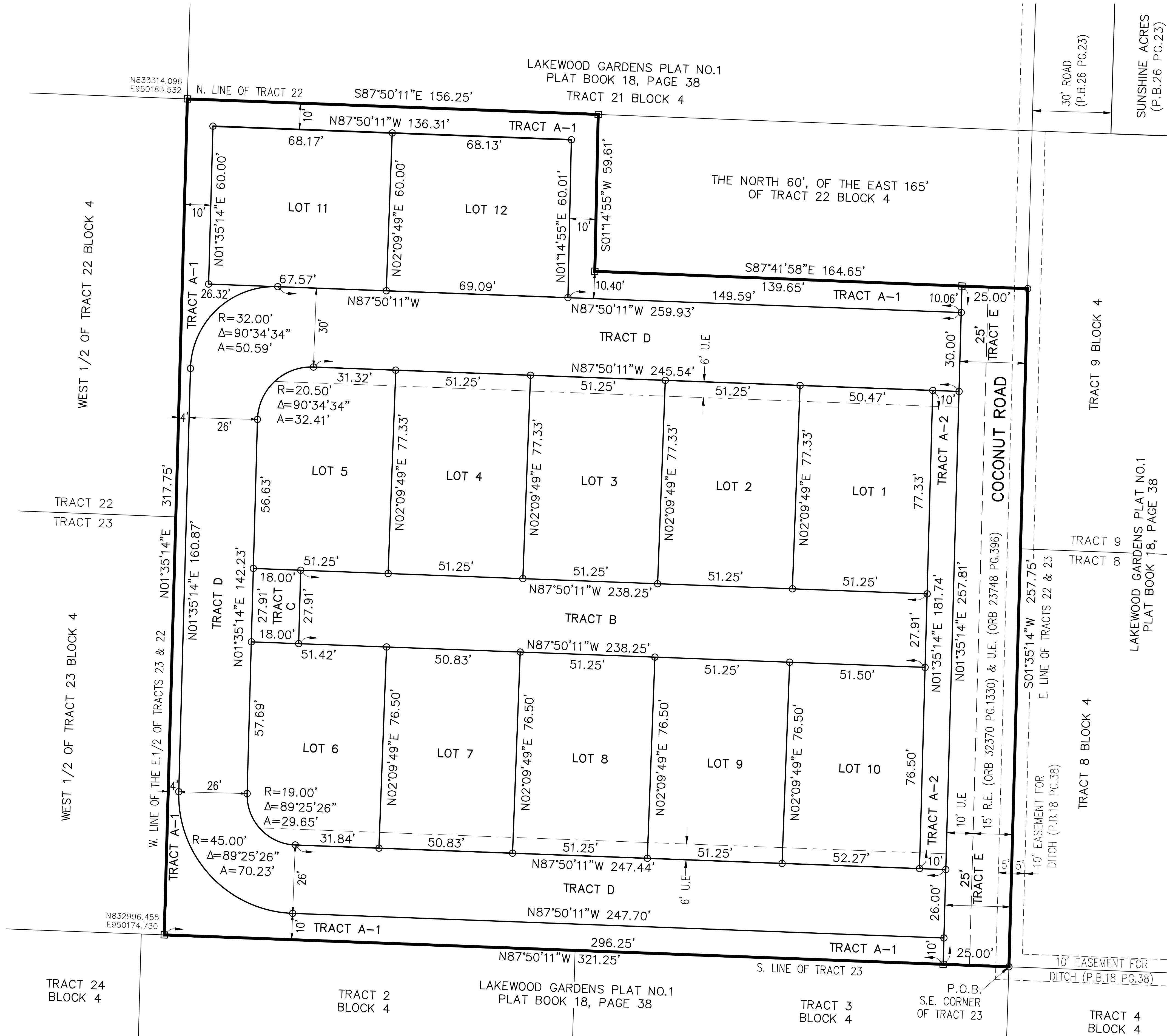
REVIEWING  
SURVEYOR’S  
SEAL





3673 COCONUT ROAD

A REPLAT OF THE EAST ONE-HALF OF TRACTS 22 AND 23, IN BLOCK 4, LAKEWOOD GARDENS PLAT NO.1,  
RECORDED IN PLAT BOOK 18, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
LESS THE EAST 165 FEET OF THE NORTH 60 FEET OF TRACT 22  
LYING IN THE SOUTHWEST QUARTER (S.W. 1/4), OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST,  
VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA  
SHEET 2 OF 2



- LEGEND:
- ABBREVIATIONS:
- |                            |                                                         |
|----------------------------|---------------------------------------------------------|
| ORB - OFFICIAL RECORD BOOK | LB - LICENSED BUSINESS                                  |
| P.B. - PLAT BOOK           | 19/44/43 - SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST |
| NO. - NUMBER               | U.E. - UTILITY EASEMENT                                 |
| PG. - PAGE                 | R.E. - ROAD EASEMENT                                    |
| R/W - RIGHT-OF-WAY         | D.E. - DRAINAGE EASEMENT                                |
| SEC. - SECTION             | LLC - LIMITED LIABILITY COMPANY                         |
| C - CENTERLINE             | P.O.B. - POINT OF BEGINNING                             |
| NAD - NORTH AMERICAN DATUM |                                                         |
- SYMBOLS:
- PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LB6473"
  - MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

PREPARING SURVEYOR & MAPPER'S STATEMENT  
THIS INSTRUMENT WAS PREPARED BY  
JOHN E. PHILLIPS III, P.S.M. 4826

**BROWN & PHILLIPS, INC.**  
CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE RD., SUITE 509  
WEST PALM BEACH, FLORIDA 33409  
561-615-3988, 615-3986 FAX



November 29, 2022

Ms. Iramis Cabrera, Planner  
Land Development Department  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461  
(Via E-Mail: [icabrera@vpsfl.org](mailto:icabrera@vpsfl.org))

**RE: 3673 Coconut Road  
Fourth Plat Review  
Engenuity Group Project No. 6001.04.29**

Dear Ms. Cabrera,

This is the fourth review of this Plat. This review is done for compliance with Chapter 177, Florida Statutes, and the Village of Palm Spring's requirements. We offer the following comments:

The mylar has been reviewed, signed and sealed by the reviewing surveyor. We can now recommend that the Village of Palm Springs approve the Plat for recording. The mylar needs to be signed by the mayor and the village clerk.

Please do not hesitate to call us should you need any further assistance.

Sincerely,



Gary M. Rayman, P.S.M.  
Project Manager



C. ANDRE RAYMAN, P.S.M.

KEITH B. JACKSON, P.E.

LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

JENNIFER MALIN, P.S.M.

**November 29, 2022**

**To: Iramis Cabrera, VPS Planning, Zoning & Building Director**

**From: Tara Bamber, PE** 

**Re: 3673 Coconut Rd. Multi-Family  
Final Plat Approval Letter  
Engenuity Group Project No. 6001.91**

We have reviewed the following documents received on 11-16-22:

1. Mylar of Plat, 2 sheets, by Brown & Phillips, Inc.

The final Plat/Mylar is approved based on the previously approved Plat. Mylar has been sealed and returned to the Village.

If you should have any questions, please give me a call at 561-655-1151.

**Cc:** Lisa Tropepe, PE  
Ed Horton



Application Data

Application Name

Application Number

Existing Land Use

Proposed Land Use

Existing Zoning District

Proposed Zoning District

Property Control Numbers

Existing Use

Proposed Use

3673 COCONUT RD.

TBD

LOW DENSITY RESIDENTIAL

LOW DENSITY RESIDENTIAL

RESIDENTIAL MULTIFAMILY (RM)

RM

70-43-44-19-11-004-0223

RESIDENTIAL VACANT LOT

12 SINGLE FAMILY HOMES

NEW 12 SINGLE FAMILY HOMES

3673 COCONUT ROAD

PALM SPRINGS, FLORIDA

NEW CONSTRUCTION

SCOPE OF WORK

THE WORK ENTAILS THE SUBDIVISION OF THE LOT LOCATED AT 3673 COCONUT ROAD TO 12 PARCELS AND A RECREATIONAL AREA. EACH PARCEL SHALL HAVE A SINGLE FAMILY HOUSE.  
LEGAL DESCRIPTION:  
LAKEWOOD GARDENS PLAT 1 E 1/2 OF TRS 22 & 23 /LESS E 165 FT OF N 60 FT OF TR 22/ BLK 4

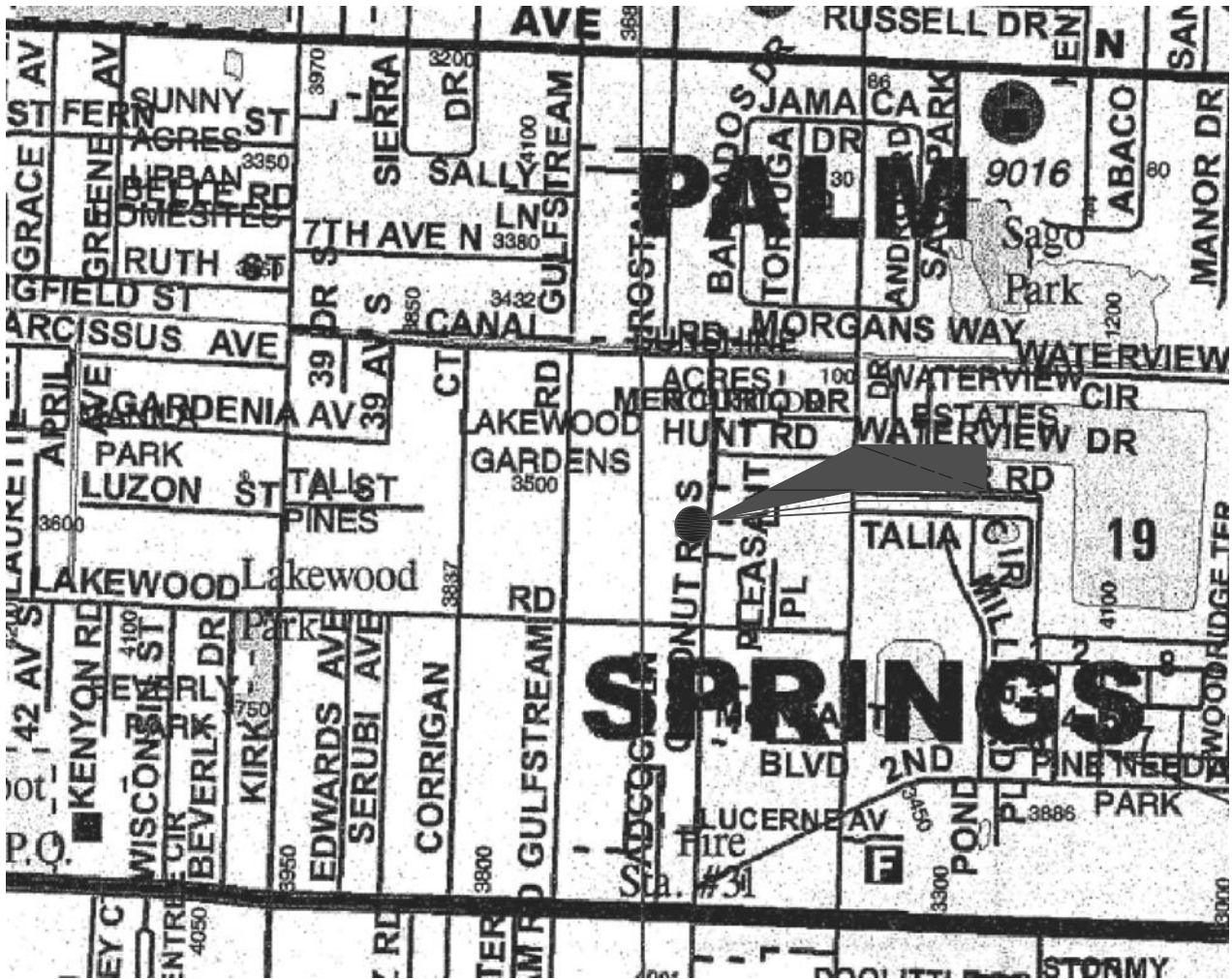
ZONING

LEGAL DESCRIPTION  
LAKEWOOD GARDENS PLAT 1 E 1/2 OF TRS 22 & 23 /LESS E 165 FT OF N 60 FT OF TR 22/  
BLK 4  
ZONED RM - Multi-Family ( 70-PALM SPRINGS )  
LOT SIZE 2.11 ACRES

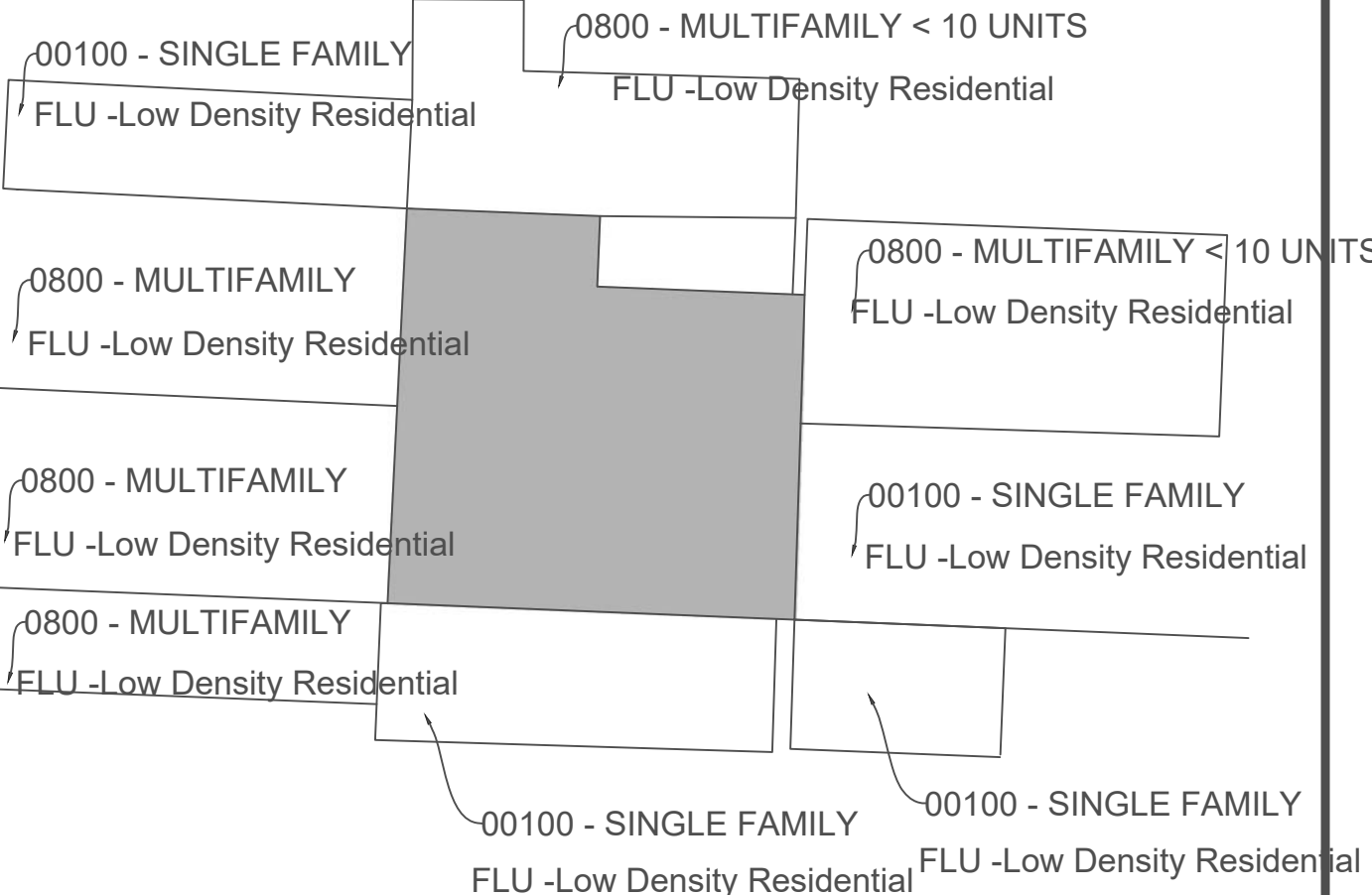
LOT INFORMATION

| LOT NUMBER | LOT SIZE       | SET BACK |        |         |        | PERVIOUS % |
|------------|----------------|----------|--------|---------|--------|------------|
|            |                | FRONT    | BACK   | EAST    | WEST   |            |
| 1          | 51'6"X77'4"    | 20'-6"   | 6'-10" | 11'-6"  | 0'-0"  | 39%        |
| 2          | 51'3"X77'4"    | 20'-6"   | 6'-10" | 11'-6"  | 0'-0"  | 39%        |
| 3          | 51'3"X77'4"    | 20'-6"   | 6'-10" | 11'-6"  | 0'-0"  | 39%        |
| 4          | 51'3"X77'4"    | 20'-6"   | 6'-10" | 11'-6"  | 0'-0"  | 39%        |
| 5          | 51'3"X77'4"    | 20'-6"   | 6'-10" | 11'-4"  | 0'-0"  | 39%        |
| 6          | 50'10" X 76'6" | 20'-6"   | 6'-0"  | 10'-10" | 0'-0"  | 39%        |
| 7          | 51'3" X 76'6"  | 20'-6"   | 6'-0"  | 0'-0"   | 11'-8" | 39%        |
| 8          | 51'3" X 76'6"  | 20'-6"   | 6'-0"  | 0'-0"   | 11'-3" | 39%        |
| 9          | 51'3" X 76'6"  | 20'-6"   | 6'-0"  | 0'-0"   | 11'-3" | 39%        |
| 10         | 51'6" X 76'6"  | 20'-6"   | 6'-0"  | 11'-6"  | 11'-6" | 39%        |
| 11         | 68'2" x 60'    | 6'-6"    | 10'-0" | 5'-6"   | 18'-8" | 40%        |
| 12         | 68'1" x 60'    | 6'-6"    | 10'-0" | 18'-5"  | 5'-5"  | 40%        |

LOCATION MAP



ADJACENT ZONING



Site Data

Gross Site Area

91,911 sf

2.11 Ac.

Proposed Building Square Footage

23,828 sf

10 SFH

2,000 sf EACH

2 SFH

1,914 sf EACH

Proposed Floor Area Ratio (Non-Residential)

N / A FAR

Proposed Density (Residential)

5.7 UNITS/ACRE

Area Calculations

Building Coverage

23,828 sf

26 %

Pervious Surface Area

41,823 sf

45.7 %

Impervious Surface Area

50,088 sf

54.3 %

Total Site Area

91,911 sf

100 %

RECREATIONAL AREA AND OPEN SPACE

Required open space

32,169 SF

35 %

Proposed open space

37,031 SF

40 %

Required common amenity area

6,433 SF

20 % OF OPEN SPACE

Proposed common amenity area

6,521 SF

20 % OF OPEN SPACE

Parking Data

Parking Required - Total Spaces

2.5 / UNIT + 25% GUEST

Parking Provided - Total Spaces

38

Property Development Regulations

| Zoning   | Min. Lot Dimensions |                    |       | Density          | FAR | Setbacks/Separation (ft) |
|----------|---------------------|--------------------|-------|------------------|-----|--------------------------|
| PUD      | ACRES               | Width/<br>Frontage | Depth |                  |     | FOR ZERO LOT LINE        |
| Required | 3.00                | -                  | -     | 5.8 UNITS / ACRE | N/A | 10'                      |
| Proposed | 2.11                | -                  | -     | 5.7 UNITS / ACRE | N/A | 10' TO 12'               |

PUD Setbacks

|          | PROPERTY LINES FOR THE ENTIRE PLANNED DEVELOPMENT |         |             |       |
|----------|---------------------------------------------------|---------|-------------|-------|
|          | FRONT                                             | SIDE    | SIDE CORNER | REAR  |
| Required | 25'                                               | 20'     | 25'         | 20'   |
| Proposed | 31'6"                                             | 20'-56" | NA          | 28'8" |

RS vs PUD

|                | RS       | PUD                            |
|----------------|----------|--------------------------------|
| Lot dimensions | 65"X100" | 51'3" X 77'4"                  |
| Front setback  | 25'      | 20'6"                          |
| Side setback   | 7.5'     | 11'6" ONLY ONE SIDE (ZERO LOT) |

Proposed Waivers

| Code Section   | Required                                      | Proposed   | Waiver     |
|----------------|-----------------------------------------------|------------|------------|
| 34-1064C       | 3 ACRES                                       | 2.11 ACRES | 0.89 ACRES |
| 34-766 (1)     | minimum of 100,500 sf 2.3 acres               | 2.11 Acres | 0.19 Acres |
| 34-1328        | 26' DOUBLE 2 SIDE TRAFFIC STREET              | 22'        | 4'         |
| 34-162 (B) (3) | 10' WEST SIDE LANDSCAPE BUFFER                | 4'         | 6'         |
| 34-1063 (A)(1) | WEST STREET SIDE WALKS ON BOTH SIDE OF STREET | ONE SIDE   | ONE SIDE   |

| REVISIONS | BY |
|-----------|----|
|           |    |
|           |    |
|           |    |
|           |    |
|           |    |

AR-0097801

NEW 12 SINGLE FAMILY HOMES  
3673 COCONUT ROAD  
PALM SPRINGS, FLORIDA

NADER GOUBRAN, ARCHITECT

217 GAZETTA WAY, WEST PALM BEACH, FL 33413  
P : 561-644-3784 F : 561-296-7866 N\_GOUBRAN@MSN.COM  
LICENSE NUMBER AR-0097801



DATE  
1/14/2020

SCALE:  
1/32"=1'-0"

TITLE SHEET

SHEET  
A-100



| REVISIONS | BY |
|-----------|----|
|           |    |
|           |    |
|           |    |
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AR-0097801

NEW 12 SINGLE FAMILY HOMES  
**3673 COCONUT ROAD**  
**PALM SPRINGS, FLORIDA**

**NADER GOUBRAN, ARCHITECT**  
217 GAZETTA WAY, WEST PALM BEACH, FL 33413  
P : 561-644-3784 F : 561-296-7886 N\_GOUBRAN@MSN.COM  
LICENSE NUMBER AR-0097801

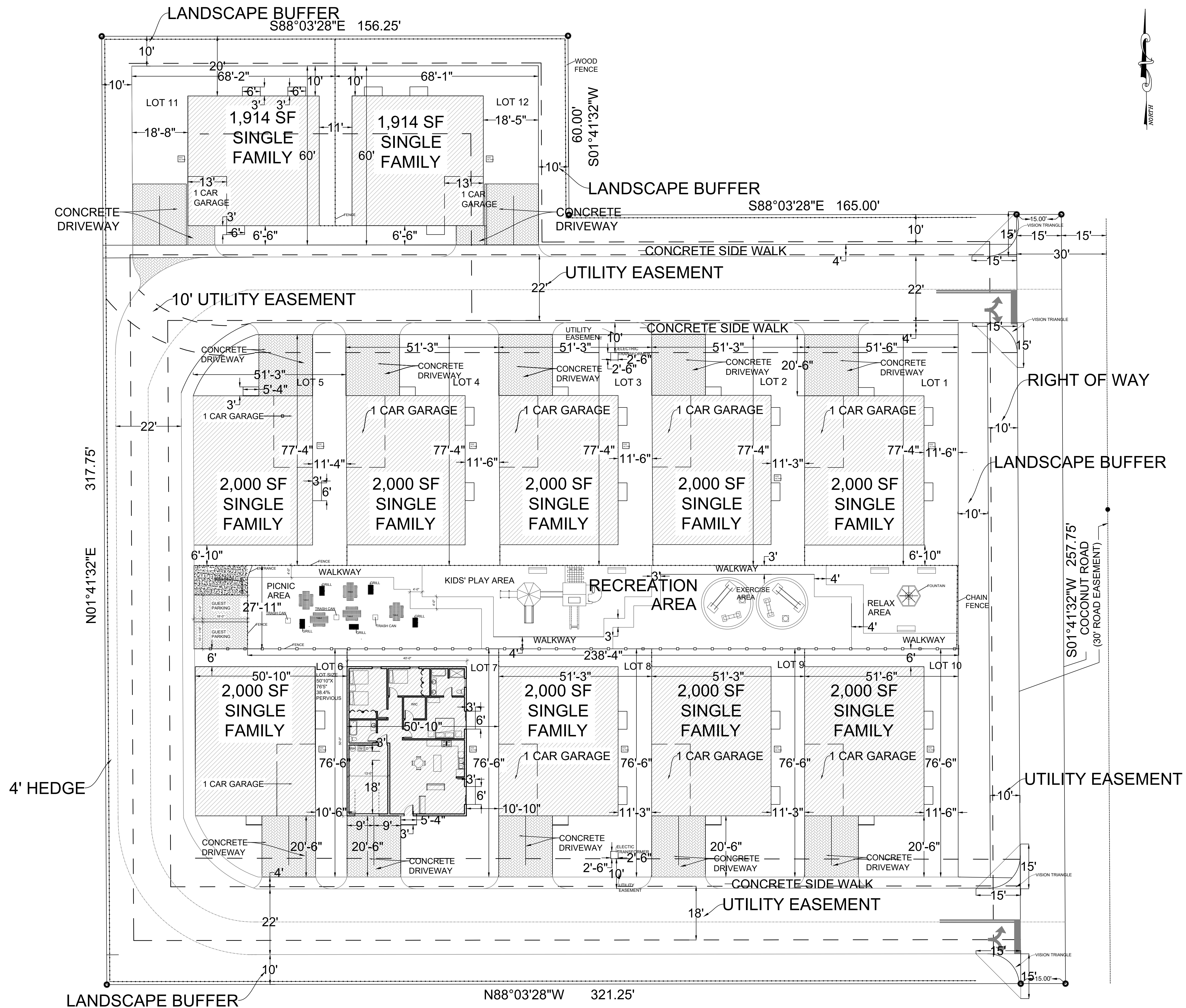


DATE **9/11/2019**

SCALE:  
 $1/32"=1'-0"$

## PROPOSED SITE PLAN

SHEET  
A-301







Gulfstream Rd

Hunt Rd

70434419110040223

Coconut Rd

Lakewood Rd

0 50 100 200  
Feet



## Village of Palm Springs

3673 Coconut Rd

 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.



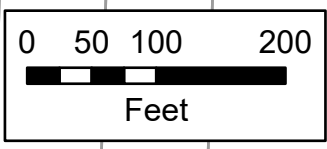
Gulfstream Rd

Hunt Rd

70434419110040223

Coconut Rd

Lakewood Rd



# Village of Palm Springs

3673 Coconut Rd

-  Parcels
-  Property Boundary

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Data Source: Parcels provided by Palm Beach County





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Planning, Zoning & Building

---

**ITEM** Ordinance No. 2022- 13 - Village Code Amendment - Chapter 34 - Land Development -  
**#16:** Article VI, Land Use, Section 34-890 - Home Occupations and Article IV, Signs, Section 34-328 - Wall, Under Canopy, and Window Signs.

**SUMMARY:** The Planning, Zoning, and Building Department is requesting an amendment to the Village Code - Chapter 34 - to amend Home Occupation regulations that have been in place since 1994 and, additionally, amend the sign regulations to allow and regulate signage for home-based businesses.

The Florida Legislature, in its 2021 session, passed House Bill CS/HB 403: Home Based Business, prohibiting local governments from taking specific actions relating to the licensure and regulation of home-based businesses, including specifying conditions under which a business is considered a home-based business; authorizing home-based businesses to operate in areas zoned for residential use; establishing those home-based businesses are subject to specific business taxes and allowing the prevailing party in challenges to recover specified attorney fees and costs.

House Bill 403 restricts local jurisdictions from overly regulating home-based businesses, but all businesses must establish compliance with all other local, state, and federal laws. In the Florida Statutes, Section 559.955 codifies the law that went into effect on July 1, 2021. To comply with state laws, the staff proposes amending the village code.

The current code regulates home occupations to restrict certain undesired businesses within a residential neighborhood and to keep those businesses within an appropriate zoning district. The new law prohibits regulation of these businesses, and more occupations will now be allowed to operate in residential zoning districts. Thus, the Village is amending its Home Occupations, Chapter 34, Article VI, Section 34-890, and concurrently amending the sign regulations, Chapter 34, Article IV, Section 34-328 to correspond with the statute.

Home occupations are an allowable accessory use in a residential dwelling unit and must conform to performance and design requirements that apply to all residential units. Before beginning any home occupation, you will need a local Business License and a Certificate of Use. In addition, zoning officials may be required to decide whether the home occupation is permitted.

Some of the principles that the staff recommendations are designated to address the following:

1. Home occupations are allowed as an accessory use of the residential dwelling.

2. Home occupations cannot be the principal use of the dwelling unit. The occupant must live there and be involved in business activities, except for up to two employees, who may be independent contractors or employees.
3. Parking related to the business must comply with local zoning requirements and cannot generate more parking than is allowed at a similar residence without a business. In addition, vehicles used in connection to the home occupation must be legally parked and not located on the right-of-way or the sidewalk.
4. Architectural modifications to the residence must conform to the residential character and aesthetic of the neighborhood.
5. A maximum of one non-electrical sign shall be permitted to advertise the home occupation and shall not exceed two (2) square feet. No window signs are allowed.
6. No home occupation may occupy more than 20% of the gross floor area of a residence and, in no event, a total of more than 300 square feet. Any home occupation over 20% will be considered a principal use.

While the Village has designed the draft regulations to comply with State law, the new regulations are designed to mitigate adverse impacts on residential neighborhoods from a zoning perspective. Home occupations must still adhere to the building and fire regulations.

The Planning, Zoning & Building Department prepared the proposed ordinance and reviewed it with the Assistant Village Manager, Village Attorney, and the Village Code Enforcement Officers.

The Planning & Zoning Board considered the proposed ordinance during their meeting on November 22, 2022, and recommended approval.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

1. Ordinance No. 2022-13 - Amending Sec. 34-890 - Home Occupations and Sec. 34-328 - Wall, Under Canopy and Window Signs
2. House Bill CS/HB 403 Home Business



## ORDINANCE NO. 2022-13

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 LAND DEVELOPMENT, ARTICLE VI, LAND USE, SECTION 34-890, HOME OCCUPATIONS; AMENDING CHAPTER 34, LAND DEVELOPMENT, ARTICLE IV, SIGNS, SECTION 34-328, WALL, UNDER CANOPY AND WINDOW SIGNS; AND PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Village has historically regulated home occupations, otherwise known as home-based businesses;

**WHEREAS**, the Florida Legislature recently enacted Chapter 2021-202, Laws of Florida, codified as § 559.955, Florida Statutes, with an effective date of July 1, 2021;

**WHEREAS**, new § 559.955, Florida Statutes, prohibits local governments, including the City from regulating home-based businesses in any manner inconsistent with the terms of such statute; and

**WHEREAS**, this proposed ordinance amends Section 34-890 of the Village Code of Ordinances to conform to § 559.955, Florida Statutes; and

**WHEREAS**, this proposed ordinance also amends Section 34-328 of the Village Code of Ordinances, to allow for and regulate signage for home-based businesses; and

**WHEREAS**, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the Village to adopt this ordinance.

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

**Section 1.** The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council and serve as a basis for adoption of this Ordinance.

**Section 2.** Chapter 34 "Land Development", Article VI, "Land Use," sec. 34-890, "Home Occupations" is hereby amended as follows (words added are underlined; deletions are ~~stricken~~):

**Sec. 34-890. - Home occupations.**

Home occupations shall be permitted only in residential land development districts as an accessory use and only when a local business tax receipt is issued by the village. Before any local business tax receipt may be issued, such home occupation must first meet each of the following requirements:

(1) The home occupation shall require a local business tax receipt to be issued by the ~~land development director~~ Planning, Zoning and Building Department and shall be conducted within the residential premises and only by the person who is licensed to do so and who is also a resident of the premises. The individual shall be permitted to engage not more than ~~one~~ two employees to assist in the home occupation who do not reside at the dwelling unit and may have additional remote employees who do not work at the dwelling unit. In no such case shall more than one local business tax receipt be issued to any person at one time.

(2) ~~There shall be no~~ Any interior or exterior alterations made to the in the residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood of the premises in connection with such home occupation. Home hobbies are in no way restricted by these regulations

(3) No home occupation shall occupy more than 20 percent of the gross floor area of a residence, exclusive of any porch, attached garage or similar space not suited for or intended to be occupied as living quarters; provided, however, in no event shall the home occupation occupy more than 300 square feet. Any home occupation over 20% will be considered a principal use. Outdoor storage, including storage in carports, is prohibited unless it is not visible from right-of-way, street, or neighboring property.

(4) No goods or materials pertaining to such home occupation shall be sold or displayed on the premises, except articles made on the premises.

(5) No chemical, mechanical, electrical or professional equipment that is not normally a part of domestic or household equipment shall be used for commercial purposes. Machinery which causes interference in radio or television reception shall be prohibited.

(6) ~~No~~ A maximum of one nonelectrical sign shall be permitted to advertise the home occupation, as provided in sec. 34-328(c) of this Code. No merchandise or articles shall be displayed for advertising purposes. No window signs are allowed.



(7) Goods and materials pertaining to such home occupation shall be stored in compliance with sections 10-3 and 10-4 of this Code.

(8) Retail transactions associated with the home occupation may be conducted only in the principal structure and not within any accessory structure.

(9) No home occupation shall generate vehicular traffic in excess of two vehicles concurrently nor more than ten vehicles per day.

(a) Parking requirements pertaining to such home occupation shall be in compliance with section 34-913 and 34-914 of this Code.

(b) Vehicles and trailers used in connection with the business must be parked in legal parking spaces and not within the right-of-way, on or over a public sidewalk or on unimproved surfaces at the residence. Heavy equipment used in connection with the business must be parked and stored so it is not visible from the street or neighboring property. Heavy equipment means commercial, industrial, or agricultural vehicles, equipment, or machinery.

(10) No home occupation may create noise, vibration, heat, smoke, glare, fumes, or noxious odors in excess of those normally expected at a similar dwelling unit where no business is conducted. No home occupation may use, store, or dispose of any corrosive, combustible, or other hazardous or flammable materials or liquids in excess of those normally expected at a similar dwelling unit where no business is conducted.

(11) The property owner, agent and occupant shall be jointly and individually responsible in all enforcement matters.

(12) In addition to any other submittals required for a home occupational license, the applicant shall also submit the following:

(a) Location of dwelling unit where the home occupation will be conducted

(b) Total floor area of the dwelling unit

(c) Area of room or rooms to be utilized in the conduct of the home occupation

(d) A sketch with dimensions showing the floor plan and the area to be utilized for the conduct of the home occupation

(e) A written description of the exact nature of the home occupation; and

(f) The Zoning Official may require a site plan indicating the location of all improvements.

Other Requirements. Issuance of a business license and certificate of use for a home occupation does not waive or supersede any county, state, or federal regulations pertaining to the home occupation. Any applicant for a home occupation must obtain requisite approvals or fulfill the obligations imposed by a county, state or federal agency.

**Section 4.** Chapter 34 “Land Development”, Article IV, “Signs,” sec. 34-328, “Wall, under-canopy and window signs” is hereby amended as follows (words added are underlined; deletions are stricken):

**Sec. 34-328.** - Wall, under-canopy and window signs.

(a) *Wall signs -- commercial and multifamily uses*. The maximum permitted area for a wall sign shall be determined by use of the following formula:

(1) The basic factor shall be the square footage of the building face fronting on a public street right-of-way. Such square footage is computed by multiplying the height of the building, including parapets, not to exceed 30 feet, by the width of the building, by a constant, as provided in the following table:

| Building Height          | Primary Frontage Constants | Secondary Frontage Constants     |                                             |
|--------------------------|----------------------------|----------------------------------|---------------------------------------------|
|                          | All Areas                  | Commercial and Multifamily Areas | One-Family and Two-Family Residential Areas |
| 10' or less              | 0.14                       | 0.07                             | 0.04                                        |
| More than 10', up to 20' | 0.12                       | 0.06                             | 0.03                                        |
| More than 20'            | 0.10                       | 0.05                             | 0.02                                        |

*Example:* A building 60 feet (front) wide, 35 feet high and 80 feet deep, on a corner lot, with the secondary frontage facing a commercial area:

$60' \times 30' = 1,800$  square feet  $\times 0.10 = 180$  square feet sign area (primary frontage)



$80' \times 30' = 2,400$  square feet  $\times 0.05 = 120$  square feet sign area (secondary frontage)

*Example:* A building 30 feet (front) wide, 15 feet high and 30 feet deep, on a corner lot, with the secondary frontage facing a residential area:

$30' \times 15' = 450$  square feet  $\times 0.12 = 54$  square feet sign area (primary frontage)

$30' \times 15' = 450$  square feet  $\times 0.06 = 27$  square feet sign area (secondary frontage)

(2) When a building fronts on more than one street, one building face shall be considered the primary frontage (usually the street address side) and the other face shall be considered as secondary frontage.

(3) When there is more than one use in any building, each use shall be permitted a wall sign for each frontage attached to the building, and a proportional percentage of the area of the whole allowable wall signage.

(4) When one face of a building fronts on a street and a second face fronts on an internal or external driveway, then the building face fronting on the street shall be considered as the only frontage.

(5) Buildings which simultaneously front on two major roadways, such as Congress Avenue, Tenth Avenue North, Military Trail, Lake Worth Road and Forest Hill Boulevard, shall be considered to have two primary frontages.

(b) *Under-canopy signs.* In addition to other signage permitted in the commercial land development districts, tenants of shopping centers shall be permitted to erect an illuminated or nonilluminated under-canopy sign, which shall not exceed one sign per tenant, a maximum of six-inch letters and a total area of six square feet.

(c) Wall signs – One-family and two-family residential uses. One wall sign not to exceed two (2) square feet may be placed next to the primary entrance of any single family or two-family dwelling unit where an authorized home occupation is located.

(ed) *Window signs.* In addition to other signage permitted in the commercial land development districts, nonresidential principal uses shall be permitted to erect non illuminated window signs, which shall not exceed 25 percent of the aggregate window area. All sign materials must be semi-permanent. Paper, cardboard, etc., are prohibited. No window sign shall be permitted to obscure any means of ingress or egress to the store. Entry doors to a business shall be considered clear zones for security and safety purposes and shall remain:

(1) Clear of any window signs/graphics, with the exception of text for the business name, address and hours of operation, which shall not exceed three square feet in area; and

(2) Free of dark tint that obscures view into the business.

Sign placement on windows shall allow for a clear and unobstructed view from outside the building to the interior along a normal line of sight when viewing the cash register and sales transaction area. Light banding of windows is prohibited. A business is allowed one electronic "OPEN" sign, which must provide a static message and shall not exceed three square feet and shall contain no other message.



**Section 5. Codification.** The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

**Section 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 immediately upon adoption.

Council Member \_\_\_\_\_, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                              | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, MAYOR PRO TEM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



ENROLLED

CS/HB 403, Engrossed 1

2021 Legislature

1  
2       An act relating to home-based businesses; creating s.  
3       559.955, F.S; prohibiting local governments from  
4       taking certain actions relating to the licensure and  
5       regulation of home-based businesses; specifying  
6       conditions under which a business is considered a  
7       home-based business; defining the term "heavy  
8       equipment"; authorizing home-based businesses to  
9       operate in areas zoned for residential use; specifying  
10      that home-based businesses are subject to certain  
11      business taxes; authorizing adversely affected current  
12      or prospective home-based business owners to challenge  
13      certain local government actions; authorizing the  
14      prevailing party in such challenge to recover  
15      specified attorney fees and costs; providing that  
16      certain existing and future residential association  
17      declarations and documents are not superseded by the  
18      act; providing that certain local laws, ordinances, or  
19      regulations are not are not superseded; providing an  
20      effective date.

21  
22   Be It Enacted by the Legislature of the State of Florida:

23  
24       Section 1.   Section 559.955, Florida Statutes, is created  
25   to read:

ENROLLED

CS/HB 403, Engrossed 1

2021 Legislature

559.955 Home-based businesses; local government  
restrictions.—

(1) Local governments may not enact or enforce any  
ordinance, regulation, or policy or take any action to license  
or otherwise regulate a home-based business in violation of this  
section.

(2) A home-based business that operates from a residential  
property as provided in subsection (3):

(a) May operate in an area zoned for residential use.

(b) May not be prohibited, restricted, regulated, or  
licensed in a manner that is different from other businesses in  
a local government's jurisdiction, except as otherwise provided  
in this section.

(c) Is only subject to applicable business taxes under  
chapter 205 in the county and municipality in which the home-  
based business is located.

(3) For purposes of this section, a business is considered  
a home-based business if it operates, in whole or in part, from  
a residential property and meets the following criteria:

(a) The employees of the business who work at the  
residential dwelling must also reside in the residential  
dwelling, except that up to a total of two employees or  
independent contractors who do not reside at the residential  
dwelling may work at the business. The business may have  
additional remote employees that do not work at the residential



ENROLLED

CS/HB 403, Engrossed 1

2021 Legislature

51   dwelling.

52       (b) Parking related to the business activities of the  
53   home-based business complies with local zoning requirements and  
54   the need for parking generated by the business may not be  
55   greater in volume than would normally be expected at a similar  
56   residence where no business is conducted. Local governments may  
57   regulate the use of vehicles or trailers operated or parked at  
58   the business or on a street right-of-way, provided that such  
59   regulations are not more stringent than those for a residence  
60   where no business is conducted. Vehicles and trailers used in  
61   connection with the business must be parked in legal parking  
62   spaces that are not located within the right-of-way, on or over  
63   a sidewalk, or on any unimproved surfaces at the residence.  
64   Local governments may regulate the parking or storage of heavy  
65   equipment at the business which is visible from the street or  
66   neighboring property. For purposes of this paragraph, the term  
67   "heavy equipment" means commercial, industrial, or agricultural  
68   vehicles, equipment, or machinery.

69       (c) As viewed from the street, the use of the residential  
70   property is consistent with the uses of the residential areas  
71   that surround the property. External modifications made to a  
72   residential dwelling to accommodate a home-based business must  
73   conform to the residential character and architectural  
74   aesthetics of the neighborhood. The home-based business may not  
75   conduct retail transactions at a structure other than the

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CS/HB 403, Engrossed 1

2021 Legislature

76 residential dwelling; however, incidental business uses and  
77 activities may be conducted at the residential property.

78 (d) The activities of the home-based business are  
79 secondary to the property's use as a residential dwelling.

80 (e) The business activities comply with any relevant local  
81 or state regulations with respect to signage and equipment or  
82 processes that create noise, vibration, heat, smoke, dust,  
83 glare, fumes, or noxious odors. Any local regulations on a  
84 business with respect to noise, vibration, heat, smoke, dust,  
85 glare, fumes, or noxious odors may not be more stringent than  
86 those that apply to a residence where no business is conducted.

87 (f) All business activities comply with any relevant  
88 local, state, and federal regulations with respect to the use,  
89 storage, or disposal of any corrosive, combustible, or other  
90 hazardous or flammable materials or liquids. Any local  
91 regulations on a business with respect to the use, storage, or  
92 disposal of any corrosive, combustible, or other hazardous or  
93 flammable materials or liquids may not be more stringent than  
94 those that apply to a residence where no business is conducted.

95 (4) Any adversely affected current or prospective home-  
96 based business owner may challenge any local government action  
97 in violation of this section. The prevailing party in a  
98 challenge may recover reasonable attorney fees and costs  
99 incurred in challenging or defending the action, including  
100 reasonable appellate attorney fees and costs.



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CS/HB 403, Engrossed 1

2021 Legislature

101        (5) The application of this section does not supersede:

102        (a) Any current or future declaration or declaration of  
103 condominium adopted pursuant to chapter 718, cooperative  
104 document adopted pursuant to chapter 719, or declaration or  
105 declaration of covenant adopted pursuant to chapter 720.

106        (b) Local laws, ordinances, or regulations related to  
107 transient public lodging establishments, as defined in s.  
108 509.013(4)(a)1., that are not otherwise preempted under chapter  
109 509.

110        Section 2. This act shall take effect July 1, 2021.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** December 8, 2022

**DEPARTMENT:** Administration

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**ITEM** (First Reading) Ordinance No. 2022-14 - Village Code Amendment - Chapter 2 - Local  
**#17:** State of Emergency

**SUMMARY:** Administration proposes text amendments to Chapter 2 "Administration" to modify the procedures by which a local state of emergency is declared in the Village.

Currently, a meeting of the Village Council is required in order to enact or authorize the Village Manager to enact a local state of emergency. In most cases, this is an emergency meeting due to an impending threat. Garnering a physical quorum of the Village Council for an emergency meeting cannot be conducted as expeditiously as needed for an imminent threat.

The proposed ordinance provides that a local state of emergency can be enacted by the Mayor (Vice Mayor or Mayor Pro Tem in the case of absences). This procedure is utilized in many Palm Beach County cities, including West Palm Beach, Jupiter, Delray Beach, Boca Raton, Lake Park and Greenacres. The Village needs the ability to declare an emergency when an incident arises (such as an airplane crash or other mass casualty event, hazardous chemical spill or civil disturbance) that necessitates immediate emergency response/protective and recovery activities and coordination with external agencies.

The proposed ordinance is the first step in modifying emergency response procedures to allow the Village to be more nimble and positioned for State or Federal assistance.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney.

If approved on the 1st reading, the proposed ordinance will be presented to the Village Council for consideration on the 2nd and final reading during the January 12, 2023 meeting.

**FISCAL IMPACT:**

Proposed Ordinance No. 2022-14 does not have a direct fiscal impact on the Village.

**ATTACHMENTS:**

1. Ordinance No. 2022-14 Amending Chapter 2 - Local State of Emergency



**ORDINANCE NO. 2022-14**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE I, “IN GENERAL”, AT SECTION 2-2 “EMERGENCY POWERS OF THE VILLAGE MANAGER”, TO MODIFY THE PROCESS FOR DECLARING A STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Village of Palm Springs, Florida (the “Village”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, pursuant to Chapters 252 and 870, Florida Statutes, the Village Council of the Village of Palm Springs has the power and authority to undertake emergency measures and emergency management powers during a state of emergency; and

**WHEREAS**, the Village desires to modify the process by which a local state of emergency may be declared; and

**WHEREAS**, the Village Council has reviewed the recommended procedural modifications and has determined that they serve a valid public purpose and are in the best interest of the public health, safety and general welfare of the Village and its residents.

**NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS:**

**Section 1.** . Recitals. The foregoing recitals are hereby affirmed and ratified as if fully set forth herein.

**Section 2.** Chapter 2 “Administration,” Article I, “In General,” Section 2-2, “Emergency Powers of the Village Manager,” shall be amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 2-2. – Emergency Powers of the Village Manager.**

- (a) In the event of a natural, technological or manmade emergency, as defined in F.S. § 252.24, or in the event of an act of violence, riot or public disorder as set forth in F.S. §870, the Mayor, or Vice Mayor in the Mayor's absence, or Mayor Pro Tem in Vice Mayor's absence, is designated as the Village official empowered to declare that a state of local emergency exists within the boundaries of the Village and to exercise the emergency powers conferred in F.S. §252 or F.S. §870 or F.S. §166. The state of local emergency shall continue until the Mayor or Village Manager finds that the threat of danger no longer exists; provided however, that a state of local emergency shall commence upon the declaration thereof and shall terminate at the end of a period of seven (7) consecutive 24-hour days thereafter, unless, prior to the end of such seven-day period the Village official declaring the emergency shall have terminated such state of emergency. An extension of the seven-day limit must be approved by resolution of the Village Council.
- (b) Upon the declaration of a state of local emergency, the Village Manager shall cause written notice of such declaration to be posted upon or within 50 feet of the front of Village Hall, and shall, if declared by virtue of F.S. §870, notify the local media of said declaration as promptly as practicable.
- (c) Upon declaration of a state of emergency by the Mayor or other Village official ~~village council~~ or the governor of the State of Florida, or by the Village Manager after receiving the authority to declare such emergency by the village council the following matters shall be implemented, without further action of the village council:
- (1) The Village Manager shall have authority to contract up to a total of \$50,000.00 for goods and services without village council approval, and up to a total of \$75,000.00 if it is not possible to obtain a quorum of the village council for an emergency meeting of the village council within 24 hours.
  - (2) All bidding requirements shall be suspended, and the Village Manager shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing.



- (3) The Village Manager shall consult with the police chief and by execution of a jointly signed document may affect a curfew throughout all or part of the village for a period not exceeding 72 hours, without village council approval. Such curfew may include all pedestrian or vehicular use of public rights-of-way, public facilities, and private facilities normally having public access.
- (4) The Village Manager may call an emergency meeting of the village council for any other matter, item, request, or event that exceeds his normal or emergency authority.

**Section 3.** Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 4.** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** Codification. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

**Section 6.** Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

Council Member \_\_\_\_\_ offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Ordinance No. 2022-14 – Emergency Powers of the Village Manager

|                              | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, MAYOR PRO TEM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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: \_\_\_\_\_  
BEVERLY SMITH, MAYOR

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY