



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MARCH 9, 2023
6:30 PM**

COUNCIL

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

ADMINISTRATION

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

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. **January 12, 2023 Village Council Regular Meeting Minutes:** Motion for approval of January 12, 2023 Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

2. **February 9, 2023 Village Council Regular Meeting Minutes:** Motion for approval of February 9, 2023, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk
3. **Resolution No. 2023-11 Village of Palm Springs - Social Media Policy:** Motion to approve Resolution No. 2023-11 to adopt the Village of Palm Springs Social Media policy. Adopting the Village Social Media policy will establish clear guidelines and expectations for employees, citizens, and elected officials, to ensure that the most up-to-date information is publicly available to avoid the spread of misinformation related to Village business. There is no direct fiscal impact associated with Social Media Policy.
Staff: Ashley Saingilus, Human Resources Director
4. **Resolution No. 2023-08 Establish Tuition Reimbursement Policy:** Motion for approval of Resolution of 2023-08 to establish the Tuition Reimbursement Policy that sets the guidelines and procedures for employees to get reimbursed for formal education and training. If approved by the Village Council, Resolution No. 2023-08 will be effective as of October 1, 2023.
Staff: Ashley Saingilus, Human Resources Director
5. **Waiver of Possible Conflict of Interest Arising from Torcivia, Donlon Goddeau & Rubin, P.A.'s Legal Representation of the City of Lake Worth Beach - Subregional Wastewater Interlocal Agreement:** Authorize approval for the Mayor, or designee, to sign a Waiver of Conflict of Interest from Torcivia, Donlon Goddeau & Rubin, P.A.'s. to acknowledge informed consent to the legal representation of several municipalities in certain matters.
Staff: Glen Torcivia, Village Attorney
6. **Resolution No. 2023-14 Support Senate Bill (SB 350) and House Bill (HB 235) - Alternative Mobility Funding Systems:** Motion for approval of Resolution No. 2023-14 to support Senate Bill (SB 350 (2023) and House Bill 235 (2023), acts relating to alternative mobility funding systems.
Staff: Kimberly Wynn, Village Clerk
7. **Appointment to the Police Officers' Pension Board of Trustees:** Motion to approve the appointment of Mr. Donald Bell as a Resident Member to the Palm Springs Police Officers' Pension Board of Trustees for an unexpired term that ends September 30, 2023.
Staff: Kimberly Wynn, Village Clerk
8. **Employee Medical, Dental & Other Benefits (FY 2023 Budget Funded):** Motion for approval to renew an Agreement with Humana with a dual-option plan design at an 8% increase of Humana Insurance Plan for Employee Health Benefits for an additional year beginning April 1, 2023, and ending March 31, 2024.

Staff: Ashley Saingilus, Human Resources Director

9. **Splashpad Removal and Install at Village Complex (Task Order #320) - Piggyback off Clay County Contract - Parks and Recreation Department (FY 2023 Funded - General Fund) - Play Space Services, LLC:** Motion to approve an Agreement with Play Space Services, LLC for \$210,045 piggybacking Clay County Contract (RFP# 18/19-2 Various Equipment and Amenities for Parks and Playgrounds) for the installation of a new foundation and with features within the Splashpad, located near the Village Complex at 226 Cypress Lane. Funding to support the demolition and predatory foundation was approved in the FY 2023 General Fund Budget.

Staff: Josefina Maliska, Library Director/ Interim Director of Parks and Recreation

10. **Agreement for Acceptance of Antenna Pole Asset - Parks & Recreation Department - Mobilitie, LLC:** Motion to approve an Agreement with Mobilitie, LLC., to transfer ownership of a small-cell communication antenna pole that was used for communications purposes to the Village for additional security lighting, surveillance cameras(s) or weather prediction system. The steel pole with a streetlight is located at Sabal Palm Park, 1051 Summer Street.

Staff: Kimberly Glas-Castro, Assistant Village Manager

11. **Park Connector Pathway Project Award - Huurr Homes LLC - Sub-Phase 2A-1: Park Lane (Gulfstream Road to Kirk Road) and Phase 3A: Canal 11 - (Task Order No. 255) - Invitation to Bid (ITB) - Parks and Recreation Department (FY23 Budget Funded - CDBG & Sales Tax):** Motion to approve the award of Task Order No. 255 (ITB 2022B-012) to the lowest responsive and responsible bidder, Huurr Homes LLC for \$339,553.25 to construct the Park Connector Pathway (Sub-Phase 2A-1 and Phase 3), which affects the segments of Park Lane between Gulfstream Road and Kirk Road (Foxtail Palm Park) and Canal 11, respectively. Funding to support Task Order No. 255 (ITB 2022B-012) is available in the FY 23 Budget - General Fund utilizing CDBG funding and Infrastructure Surtax (Sales Tax) General Funds.

Staff: Kimberly Glas-Castro, Assistant Village Manager

12. **Splashpad Renovation at Village Center Improvement (Task Order# 320) - Piggyback off Clay County Contract - Parks and Recreation Department (FY 2023 Funded - General Fund) - Advanced Recreational Concepts, LLC:** Motion to approve an agreement for \$113,385 with Advanced Recreational Concept (ARC), LLC's by piggybacking the Clay County Contract (RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for new equipment and features for the Splashpad, located near the Village Complex at 226 Cypress Lane. Funding to support the project is available in FY 2023 Approved Budget - General Fund - Village Center Improvements.

Staff: Josefina Maliska, Library Director/ Interim Director of Parks and Recreation

13. **Resolution No. 2023-09 - Community Development Block Grant (CDBG) - FY 2024 Annual Project - Street Lights on Lakewood Road:** Motion for approval of Resolution No. 2023-09 to authorize the Mayor, or Designee, to enter into the annual CDBG Agreement with Palm Beach County for an estimated amount of \$120,818, for the installation of 17 decorative street lights along Lakewood Road, between Military Trail and Kirk Road. Lakewood Road Phase 1 Street Lights will be proposed in the FY24 Budget - General Fund.
Staff: Timothy Crespo, Assistant Public Works Director
14. **Equipment Purchase - Cooperative Purchase - Utilities Department (FY23 Budget Funded):** Motion to approve a Cooperative Agreement with the Sheriffs' Association & Florida Association of Counties Office that was completed through a competitive selection process (FSA20-EQU 18.0 – Heavy Equipment – April 22, 2020) to purchase one (1) Vac-Con VecJet for \$85,306.00 from Southern Sewer Equipment Sales. Funds to support the proposed purchase are available within the FY 2023 Approved Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
15. **Greenbrier Drive and Davis Road Improvements (Task Order No. 314) - Work Authorization CM-S03 Professional Engineering Services- Public Works Department (FY 22/23 Budget Funded) - Chen Moore & Associates, Inc.:** Motion for approval of Work Authorization CM S03 (Task Order #314) with Chen Moore & Associates, for \$40,280 to design Greenbrier Drive and Davis Road Intersection Improvements. Funding to support the Work Authorization for the Greenbrier Drive and Davis Road Improvements project is available within the FY23 - General Fund Budget.
Staff: Timothy Crespo, Assistant Public Works Director
16. **Work Authorization CM-S03 Professional Engineering Services - Greenbrier Drive Gateway Improvements (Task Order# 314) - Public Works Department (FY 22/23 Budget Funded) - Chen Moore and Associates.:** Motion for approval of (Task Order #314) Work Authorization CM - S03 with Chen Moore & Associates for \$47,942 for design services at Greenbrier Drive Gateway Entrance Project. Funding to support Work Authorization is available within the FY 2023 - General Fund.
Staff: Timothy Crespo, Assistant Public Works Director
17. **Change Order No. 2 & Closeout - Main Water Treatment Plant SCADA System Upgrade (Task Order No. 227) - Utilities Department (FY 2023 Budget Funded - Water & Wastewater Enterprise Fund) - Revere Control Systems, Inc.:** Motion to approve the final reconciliation of Change Order No. 2, for Task Order No. 227, which was approved on May 13, 2021, for the SCADA System Improvements for the Main Water Treatment Plant. A credit will be issued to the Village in the amount of \$17,804.00 and a 288-day time extension. Construction work is complete and, if approved, the contract will be closed.

Staff: Paul Ward, Assistant Director of Utilities

18. **Amendment No. 1 - Davis Road Stormwater Improvements (Task Order #291 - Work Authorization CM-S01.1) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund - ARPA Funded) - Chen Moore & Associates, Inc.:** Motion for approval of Amendment No. 1 (Task Order No. 291) for Davis Road Stormwater Improvements, WA #CM-S01, to Chen Moore & Associates, Inc. to include additional services to assist in grant compliance and procurement in a not-to-exceed amount of \$15,000. Funding to support the Davis Road Stormwater Improvements project (Task Order No. 291) was provided by the Stormwater Enterprise Fund with ARPA funding.
Staff: Timothy Crespo, Assistant Public Works Director
19. **Change Order No. 1 – Pump Station SCADA Upgrades (Task Order No. 284) – Utilities Department (FY 2023 Budget Funded – Water & Sewer Enterprise Fund) - Eckler Engineering, Inc.:** Motion for approval of Change Order No. 1, for Task Order No. 284 with Eckler Engineering, Inc. for the amount of 400,700. for an amendment to the contract for an extension of 89 days. Due to supply chain issues, the original contract time was 300 days, and now will be completed in 389 days.
Staff: Jimmie Johnson, Utilities Director
20. **Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Storm Water Utility Systems – Piggyback – Utilities Department (FY 2023 – Water & Sewer Enterprise Fund) – Madsen-Barr Corporation:** Motion for approval of a Piggyback Agreement with Madsen Barr Corporation for general services and emergency repairs made to the Village's Water Distribution, Wastewater Collection, and Stormwater Systems on an "as-needed" basis. Under the Purchasing Code, Section 58-9 through a competitive selection process – Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Storm Water Utility Systems Bid No. 019-2821-19/IT – May 7, 2019. Funds for purchases under this proposed agreement are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director
21. **Amendment No. 5 - Agreement for Professional Services - Eckler Engineering - RFQ No. 2016R-002 - Eckler Engineering Agreements Assignment to CHA Consulting Inc. - Successor in Interest:** Motion to approve the assignment of RFQ No. 2016R-002 to CHA Consulting, Inc. On October 28, 2022, CHA Consulting, Inc., acquired the assets of Eckler Engineering, Inc.
Staff: Jimmie Johnson, Utilities Director
22. **Amendment No. 2 - Agreement for Professional Services - Eckler Engineering - RFQ No. 2018R-002 - Eckler Engineering Agreements Assignment to CHA Consulting Inc. - Successor in Interest:** Motion for approval of RFQ No. 2018-

002 and any active contracts with Eckler Engineering for professional services be reassigned to CHA Consulting, Inc.

Staff: Jimmie Johnson, Utilities Director

23. **Authorize Equipment Licensing Agreement for the Installation of License Plate Recognition (LPR) Cameras – Omnia Partners Contract Pricing - Police Department (FY 2023 Budget Funded):** Motion for approval for the Police Department to enter into a contract with Flock Safety (Flock Group, Inc.) to install 12 (twelve) License Plate Recognition (LPR) cameras/Systems. The total amount for the first 2 (two) years will be \$69,200.00. The LPRs will be placed in different locations throughout the Village in order to help with police related activities, including but not limited to: identifying stolen vehicles, locating missing people, assisting with warrants, and helping solve crimes. Omnia Partners IT Products, Services, and Solutions bases the licensing agreement.

Staff:

24. **Temporary Use Permit - Storage Containers and Contractor Trailer - Palm Springs Residences - 2085 South Congress Avenue:** Motion for approval of a Temporary Use Permit for two (2) years with Ortega Construction Company to allow the placement of eight (8) contractor's containers and one (1) contractor's trailer on the property at 2085 South Congress Avenue that is currently being developed as a multi-family residential complex for the project associated with Palm Springs Residences.

Staff: Iramis Cabrera, PZB Director

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

25. **Proclamation - March as Florida Bicycle Month:** Recognizing Florida Bicycle Month in the Village of Palm Springs March 2023.

Staff:

PUBLIC COMMENT (Three minute limit)

REGULAR AGENDA

26. **(ADDENDUM) Appointment to the General Employees' Pension Board:** Motion for the approval of an appointment to the General Employees' Pension Board.

Staff: Kimberly Wynn, Village Clerk

Motion	Second	Vote
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PUBLIC HEARINGS

27. **(Quasi-Judicial Hearing) Resolution No. 2023-06 - Light Industrial Planned Development Site Plan (SPR23-01)- Collection Suites Palm Springs - 874, 884, and 964 South Congress Avenue:** Motion to approve Resolution No. 2023-06, an application with conditions for a Light Industrial Planned Development Site Plan (SPR23-01), submitted by Mr. Javier Fernandez from Astrax LLC, agent for Collection Suites Palm Springs ("Applicant"), to allow the development of a warehouse/self-storage building of 79,350 square feet, along with an Indoor Athletic Court of 36,054 square feet on 7.313 acres (composed of three parcels). Additionally, there will be 19 condominium units built. The Applicant also requests approval of six (6) waivers and one variance (PSV23-01) for Collection Suites Palm Springs located at 874, 884, and 964 South Congress Avenue. The proposed development will enhance assessments. The Palm Springs Community Redevelopment Agency (CRA) - Congress Avenue District, and redevelopment would increase Tax Increment Financing (TIF) revenues.
Staff: Christian Melendez Berrios, PZ&B Technician

Motion	Second	Vote
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28. **(First Reading) Ordinance No. 2023-02 - Voluntary Annexation - 2873 Forest Hill Boulevard:** Motion to approve Ordinance No. 2023-02 for a voluntary annexation request from Geoffrey Jervis and Vito Monteleone, the property owners at 2873 Forest Hill Boulevard. Congress Avenue CRA Corridor (east of South Congress Avenue, west of South Florida Mango Road, and north of Forest Hill Boulevard) is where the property is located. With an assessed value of \$323,468, the property contributes to the village's overall value.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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29. **(First Reading/Quasi-Judicial Hearing) Ordinance No. 2023-03 - Land Use and Rezoning (Small-Scale) - 2873 Forest Hill Boulevard:** Motion for Approval of Ordinance No. 2023-03 of a request to amend a Small-Scale Land-Use Amendment of the Future Land Use Map (FLUM) and Rezoning of 0.3013 acres located at 2873 Forest Hill Boulevard, which is currently developed with a 2,400 square foot commercial building and projected for redevelopment into a modern car wash. As part of the Congress Avenue District of the Palm Springs Community Redevelopment Agency (CRA), this property is being proposed for development as a modern car wash, along with two additional properties. Voluntary annexation of

the subject property is requested.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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30. **(First Reading) Ordinance No. 2023-04 - Village Code Amendment - Chapter 34 - Outdoor Lighting:** Motion to approve Ordinance No. 2023-04 to amend the Village Code - Chapter 34 - Section 34-64 "Outdoor Lighting", to include a temperature standard and modified illumination levels.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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31. **(First Reading) Ordinance No. 2023-05 - Village Code Amendment - Chapter 34 - Electric Vehicle Charging Infrastructure:** Motion for Approval of Ordinance No. 2023-05 amending Chapter 34, "Land Development", Article VI, "Land Use", Division 8 "Off-Street Parking", and adding a new section 34-1337 "Electric Vehicle Charging Infrastructure".

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, APRIL 13, 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
Phone: (561) 584-8200 Ext. 8419

III. Complaint Procedures:

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

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



**MINUTES, COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS,
FLORIDA JANUARY 12, 2023 AT 6:30 PM**

CALL TO ORDER

Mayor Smith called the Village Council Regular Meeting to order at 6:30 PM.

ROLL CALL

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Susan Garrett, Village Clerk Kimberly Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli as Sergeant-in-Arms, Planning, Zoning and Building Director Iramis Cabrera, Assistant Finance Director, Mariana Ortega, Finance Director, Rebecca Morse, Parks and Recreation Director, Justin Lucas, Public Works Supervisor Michael Woods, Assistant Utilities Director Paul Ward, Library Services Director Josefina Maliska, and Utilities Director Dr. Jimmy Johnson.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Village Manager Bornstein stated there were no changes to the Agenda.

Council Member Ready made a motion to approve the Agenda as presented. Council Member Waller seconded. The said motion carried 5-0.

CONSENT AGENDA

1. **November 10, 2022, Village Council Regular Meeting Minutes:** Approval of November 10, 2022, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk
2. **Resolution No. 2023-01 - Supporting the 2023 Florida League of Cities (FLC) Legislative Platform:** Motion to Approve Resolution No. 2023-01 to support the FLC legislative platform.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: As part of the Florida League of Cities Legislative Platform established on December 2, 2022, the League of Cities seeks the support of all municipalities for their 2023 FLC Legislative Platform. In the upcoming Legislative Session of 2023, the Village of Palm Springs will work closely with the local delegation to support the issues affecting Florida's towns, cities, and Villages.

On March 7, 2023, the Florida Legislature will convene the 2023 Legislative Session.

In light of this resolution, the Village Clerk is directed to provide a certified copy of Resolution No. 2023-01 to all members of the Florida Legislature, the Governor, the Florida League of Cities, the Palm Beach County Legislative Delegation, as well as any other interested parties.

3. **Work Authorization No. 5 - Piggyback - Roadway Asphalt Milling & Resurfacing - Public Works Department (FY 22/23 Budget Funded) - Ranger Construction Industries, Inc.** - Motion for approval of Work Authorization No. 5 with Ranger Construction Industries, Inc., in the amount of \$155,707.31 for milling and resurfacing five (5) roadways within the Village. Funding to support Work Authorization No 5 is available within the FY 2023 - General Fund.

Staff Timothy Crespo, Assistant Public Works Director

Summary: The Public Works Department recommends that five (5) roadway segments throughout the Village be milled and resurfaced based on visual inspection and rating by staff. These roadways currently have pavement; however, they have significant pavement deterioration and will need to be milled and resurfaced to extend their service life.

The Public Works Department is recommending that the following five (5) roadways be approved to be milled and resurfaced utilizing the Village's existing piggyback contract with Ranger Construction Industries, Inc. for the amount of \$155,707.31:

- Anna Lane (From Donald Road - Dead End)
- Bermuda Road (From Meadow Road - Dead End)
- Lillian Road (From South Congress Avenue - Lori Drive)
- Line Drive (From South Military Trail - Dead End)
- Woodhaven Drive (From Forest Hill Boulevard - Dead End)

To get the lowest possible price, the Village staff recommends using our existing agreement and piggybacking off the current Palm Beach contract awarded to Ranger Construction Industries on October 16, 2021. Palm Beach County conducted a competitive selection process for the Palm Beach County Annual Milling and Resurfacing Contract (ITB # R2021-0984 - Project Number 2021050 - August 17, 2021).

The Village accepts Ranger Construction Industries' pricing under the Palm Beach

County contract, including all conditions, terms, and prices. Palm Beach County's contract expires on October 16, 2024, but a six (6) month renewal option is available.

All original bid documents authorizing the initial piggyback and renewal agreements with Ranger Construction Industries, Inc. are available in the Village Clerk's Office.

The Village's Purchasing Code, Section 58-9. By using contracts from other government agencies, the Village can award contracts by piggybacking or accessing the goods and services from contracts with the State of Florida, Florida political subdivisions, or any other governmental entity (other than

the Federal government). The agreement is valid if the goods and services are identical or substantially similar and procured competitively.

March/April 2023 is the estimated completion date of the project.

The proposed project Work Authorization No. 5 was prepared by the Village Attorney and reviewed by the Assistant Public Works Director, Assistant Village Manager, and the Finance Director.

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

Fiscal Impact: Funding to support purchases under this proposal is available within the FY 2023 - General Fund (01441-55300).

FY22/23 Approved Budget	01441-55300	\$245,000.00
Project Request - General Fund	01441-55300	\$155,707.31

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.

4. **Temporary Use Permit - FDOT - Lake Worth Road - 3475 2nd Avenue North:** Motion for approval of an application submitted by Mr. Kevin McGinley, "Agent for the Applicant," Zahlene Enterprises Inc., for a Temporary Use Permit for two (2) years with the intent of allowing construction staging area for the reconstruction of a Lake Worth Road project located at 3475 2nd Avenue North (FDOT project number T4605).
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Kevin McGinley, agent for the applicant, Zahlene Enterprises Inc., is requesting a Temporary Use Permit to allow a construction staging area to reconstruct the Lake Worth Road project, FDOT project number T4605. Approval of the request will enable the applicant, also the Contractor for the project, to stage the materials required.

Due to the proximity of this property to the construction area, the use of this property as a staging area will help expedite the project's construction. It will allow the Contractor to finish all construction activities quicker, reducing the time the traveling public will have due to the construction activities.

This preliminary site plan shows the proposed arrangement of temporary storage materials. Staging area accessibility is limited to the existing driveway connection on 2nd Avenue North.

The applicant is requesting a two (2) year Temporary Use Permit while the reconstruction of Lake Worth Road is ongoing.

Fiscal Impact: The proposed temporary use has no direct budgetary impact. This property is within the Palm Springs Community Redevelopment Agency (CRA).

5. **Trenchless Technology Rehabilitation and Related Products and Services Agreement - Cooperative Purchasing - Utilities Department (FY 2023 Budget Funded) SAK Construction, LLC.:** Motion to approve a Service Agreement with SAK Construction, LLC to provide as-needed, trenchless technology rehabilitation, as a need to line (or repair) our wastewater collection pipes throughout the Village and our utility service area due to cracks and leaks within the existing piping, as well as to do various sewer manhole repairs. Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Department, throughout the year, needs to line (or repair) our wastewater collection pipes throughout the Village and our utility service area due to cracks and leaks within the existing piping, as well as to do various sewer manhole repairs. These infrastructure vulnerabilities allow for infiltration and inflow (I&I) to enter the Village sewer collection system, increasing the cost of disposal through the Lake Worth Sub-Regional and Palm Beach County interconnects.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current OMNIA Partners (previously National Intergovernmental Purchasing Alliance) contract that was awarded to SAK Construction. This selection by OMNIA Partners was completed through a competitive selection process – RFP Trenchless Technology Rehabilitation and Related Products and Services (RFP No. R220402 – August 26, 2021).

If approved, the Village would accept SAK Construction's pricing by utilizing the cooperative purchasing contract including all terms, conditions, and pricing

therein. The proposed contract is set to expire on February 28, 2025. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-8. Cooperative Purchasing; provides the Village may participate, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases made through a cooperative purchasing agreement are exempt from competitive selection purchase requirements outlined in this purchasing code. The Council must approve all Village purchases from a cooperative purchasing agreement that may have a total value of more than \$35,000.00.

The Village Attorney prepared the renewal agreement, and the Utilities Director, Assistant Utilities Director, and Finance Director reviewed it.

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

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

6. **Submersible Pump Purchase - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.:** Motion to approve an agreement with PSI Technologies, Inc., Hudson Pump & Equipment, and Wastewater Solutions, LLC, in the amount of \$59,220 for the purchase of submersible pumps to replace three (3) aging pumps used at the Main Water Treatment Plant in the MIEX Transfer Station. Funds to support the proposed purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: As a result of replacing the pumps with new, more reliable, and more efficient pumps that are standard within the Water Plants, the Village will be able to save considerable amounts of money (as a result of lower electricity costs, staff maintenance costs, etc.). In addition, our utility customers will benefit from improved operational efficiency.

To ensure the lowest possible price and to standardize the types of pumps, accessories, and repair services utilized within our utility processes, the Village issued an Invitation to Bid (ITB) and awarded contracts to three (3) qualified vendors - PSI Technologies, Inc., Hudson Pump & Equipment, and Wastewater Solutions, LLC on June 9, 2022. The Village of Palm Springs selected a vendor through a competitive selection process – Submersible Wastewater Pumps,

Accessories, and Service (ITB #2022B-010 - March 31, 2022).

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

Through the existing agreement with PSI Technologies, the staff was able to obtain the following proposed cost for the purchase of three (3) submersible pumps:

<u>Item:</u>	<u>Amount:</u>
Main WTP MIEX Transfer Station Pumps (3 Pumps) PSI Technologies	\$59,220.00
<i>Total</i>	\$59,220.00

As part of the approved Water & Sewer Fund budget for FY 2023, MIEX Transfer Pumps were funded.

The proposed quotes were prepared by PSI Technologies and reviewed by the Utilities Superintendent, Assistant Utilities Director, Utilities Director, and Finance Director.

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

Fiscal Impact: Funds to support the proposed purchase are available within the FY 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.

7. **Change Order No. 2 - Gulfstream Road Stormwater Improvements Project (Task Order No. 277) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund) - Hinterland Group, Inc.:** Motion for approval of Change Order No. 2 (Task Order No. 277) for Gulfstream Improvements to provide a credit of \$29,000 for additional and revised construction services for Hinterland Group Inc. Also, extend the project completion date by 42 calendar days (total contract completion time from 150 days to 259 days). Funding to support the Gulfstream Road Stormwater Improvements Project (Task Order No. 277) was provided by the Stormwater Enterprise Fund.
Staff: Walter Sanchez, Project Manager

SUMMARY: On March 10, 2022, the Village Council approved Task Order No. 277 with Hinterland Group, Inc. for construction services for the Gulfstream Road Stormwater Improvements Project in the amount of \$778,325.00.

Note: On November 10, 2022, Change Order No. 1 was approved for time

extensions for approved changes captured via Allowance Releases No. 1 & No. 2 (37 days) and for material delivery delays (30 days) due to supply chain issues for a total of 67 days with no change in contract amount.

During the installation of stormwater lines within the right-of-way, the Contractor encountered several conflicts with the existing sanitary sewer lines that required several field adjustments to the stormwater line elevations and modifications to the stormwater structures. Also, a water main deflection was required where it intersected the new storm line within the street between two storm structures.

The Contractor is also providing credit to mill and pave 1" of pavement of a good portion of the road within the two sections of roadway along Gulfstream instead of individually removing and replacing the road sections that were disturbed during the storm line installation per the contract.

Note: A marked-up plan detailing the sections to be milled and repaved is attached as an exhibit.

The Village's contracted engineer, Craven Thompson & Associates, Inc., and the Public Works department are requesting an amendment to the contract for Task Order No. 277 (Change Order #2) for credit in the amount of (\$29,873.94) for additional and revised construction services and to extend the project completion date by an additional 42 calendar days (total contract time from 150 days to 259 days):

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add' l Days</u>
Original Contract Amount	\$778,325.00	150 days
CO #1 (Approved)	0.00	67 days
CO #2 (Proposed)	<u>(\$29,873.94)</u>	<u>42 days</u>
Revised Contract Amount	\$748,451.06	259 days

If approved, the total cost of the Gulfstream Road Stormwater Improvements Project within Task Order No. 277 will be decreased to \$748,451.06 and the total contract time will be increased to 259 days.

If approved, it is estimated that the proposed Gulfstream Road Stormwater Improvements Project will be substantially complete by mid-January 2023.

The proposed Change Order No. 2 was prepared by Hinterland Group, Inc. and reviewed by the Village's Engineer, Craven Thompson & Associates, Inc., the

Assistant Village Manager, the Village Attorney, the Village Project Manager, and the Finance Director.

Fiscal Impact: Funding to support the Gulfstream Road Stormwater Improvements Project (Task Order No. 277) was provided by the Stormwater Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2023 Approved Funding - Stormwater Enterprise Fund:	<u>\$ 650,000.00</u>
<i>TOTAL APPROVED FUNDING</i>	<i>\$ 650,000.00</i>
<u>Expected Project Costs:</u>	<u>Amount</u>
Projected Costs - Design & Engineering - Stormwater Fund (TO #277):	\$ 5,054.38
Projected Costs - Construction - Stormwater Fund (TO #277):	<u>\$ 473,133.67</u>
<i>TOTAL PROJECTED COSTS:</i>	<i>\$ 478,188.05</i>

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

8. **Work Authorization No. SAK-U03 Trenchless Rehabilitation Services (Sewer Lining) (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC.** - Motion for approval of Work Authorization No. SAK-U03 with SAK Construction, LLC for the amount of \$268,988.00 for sewer lining and manhole rehabilitation for the Village's utility system. Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Department must utilize trenchless rehabilitation services to line gravity sewer mains to reduce inflow and infiltration into the Village's wastewater system. Infiltration is water that leaks into the sanitary sewer system through cracks, broken joints, and holes in manholes and sewer pipes. Inflow occurs when storm sewers are connected to sanitary sewers, or downspouts are connected to sanitary sewer laterals. Infiltration and inflow increase the Village's sewage transmission costs as these costs are based on the volume of liquid measured by flow meters at the point where sewage leaves the Village collection system. In addition, infiltration and inflow consume part of the Village's fixed sewage treatment capacity which would otherwise be available for new sewer customers. For these reasons, it is important to annually seal those portions of the Village's sewage collection system which are experiencing significant infiltration and inflow. Village staff have identified 5,068 linear feet of cured-in-place pipe lining and 200 vertical feet of manhole rehab that will be completed. The total cost for the identified areas of sewer lining and manhole rehabilitation is

\$268,988.00.

Note: To ensure the lowest possible price, the staff recommends that the Village utilizes our existing agreement, which is a cooperative purchasing contract with SAK Construction, LLC. OMNIA Partners/Region 4 Education Service Center awarded that to SAK on March 1, 2022. This selection by OMNIA Partners was completed through a competitive selection process – RFP Trenchless Technology Rehabilitation and Related Products and Services (RFP No. R220402 – August 26, 2021).

The Village accepted SAK's pricing as approved under OMNIA Partner's contract including all terms, conditions, and pricing. The term of the proposed OMNIA Partner's contract would expire on February 28, 2025. The Village will not expend more than the amount within the approved budget as it may be adopted/amended for each of these goods and services over the term of this contract. All original bid documents authorizing the cooperative purchasing contract with OMNIA Partners are available in the Village Clerk's Office.

The Village's Purchasing Code, Section 58-8. Cooperative Purchasing; provides the Village may participate, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases made through a cooperative purchasing agreement are exempt from competitive selection purchase requirements outlined in this purchasing code. The Council must approve all Village purchases from a cooperative purchasing agreement that may have a total value of more than \$35,000.00.

The approved FY 2023 Budget - Water & Sewer fund included \$270,000.00 for wastewater lining. If approved, it is estimated that the proposed project would be completed within 90 days (May 2023) following the Notice to Proceed by the Village.

The proposed project Work Authorization No. SAK-U03 was prepared by SAK Construction, LLC, and reviewed by the Assistant Utilities Director, Utilities Director, Finance Director, and the Village Attorney.

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

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

End of Consent Agenda....

Mayor Smith offered the public an opportunity to comment on the Consent

Agenda, but there was none.

Vice-Mayor Gunther made a motion to approve the Consent Agenda. Council Member Brinkman seconded it. The said motion carried 5-0.

PRESENTATIONS

9. Presentation - 2022 Christmas Decorating Contest Awards

Staff: Justin Lucas, Director of Parks & Recreation

SUMMARY: The Village received 26 entries to participate in the 2022 Christmas Decorating Contest. Numerous persons served as judge and visited each location between December 8 and 15, 2022 to evaluate each entry.

Sixteen (16) residential winners were selected. There were no commercial entries submitted for consideration.

All winners were invited to attend the Council Meeting on January 12, 2023, to receive their award from Village Council in the amount of \$100.

- 444 Los Altos Road
- 356 Pinehurst Road
- 216 Poe Drive
- 602 Springdale Circle
- 352 Pinehurst Road
- 245 Davis Road
- 309 Henthorne Road
- 421 Santa Anna Drive
- 304 Alameda Drive
- 357 Pinehurst Road
- 324 Pinehurst Road
- 424 Santa Anna Drive
- 3198 Carol Avenue
- 3220 Carol Avenue
- 205 Rex Court
- 305 Winged Foot Road

Mr. Lucas and Mayor Smith explained the Christmas Decorating Contest. Residents in the Village submitted applications and decorated their homes for Christmas. A panel of judges scored each of the applicants and sixteen of the homes were selected. No business submitted an application in the decorating contest. Each of the 16 winners received a check for \$100. Four of the winners attended the meeting to receive their check and take a picture with Mayor Smith

Fiscal Impact: Funding to support the Christmas Decorating Contest Awards is available within the FY 2023 Budget-General Fund - Public Works - Trophies and Awards.

10. **Crossing Guard Appreciation Day February 3, 2023 - Recognizing the Village of Palm Springs Crossing Guards with a proclamation.**

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation into the record and presented it to representatives from the Police Department Crossing Guards - Olga Sanchez and Maureen from Kirklane Elementary and Palm Springs Middle School.

11. **Palm Springs 2022 Community Survey - The National Community Survey/Polco: Mr. Brandon Barnett and Steven Vickers, Survey Specialists with the National Research Center/Polco, will present the first scientific Palm Springs 2022 Community Survey.**

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Mr. Brandon Barnett and Steven Vickers, Survey Specialists with the National Research Center/Polco, will present summary findings of the 2022 Community Survey.

In the future, the Village will conduct community surveys every 3-4 years, and 2022's results will be benchmarks for subsequent years. In the future, the Village will conduct community surveys every 3-4 years, and 2022's results will be benchmarks for subsequent years. The advanced report also includes comparisons with other communities that conducted The National Community Survey in the past.

Fiscal Impact: There is no fiscal impact resulting from this presentation.

At this point, Palm Beach County Battalion Fire Chief Tracy Adams gave an update on fire rescue calls in the area and response times. She also discussed charity and special events attended by the Fire Department in December.

The Assistant Village Manager, Mrs. Glas-Castro introduced this item along with Brandon Barnett and Steven (???), Consultant with Polco. The consultants explained how they acquired the data and results for the survey. In addition, there was communications on utility bills, mailings, public meetings. Links to the website were sent.

The consultants discussed the results of the survey, which overall ranked high, especially in the areas of public safety and parks. Economic impact received a low rating. However, this is nation-wide. Safety is the strength and priority of the community; hence a high mark in public safety that is above average is good. The consultants said that the Village's overall rating was higher than the national benchmarks.

The Council were pleased with the survey results and thanked Polco.

PUBLIC COMMENT

Mayor Smith offered the public an opportunity to comment.

1. Rosa (sp?) Canal Road - Rosa talked about the multiple code issues around her home and sidewalk. She said a bush needed to be trimmed in her neighbor's yard (nuisance).
2. Mr. Alberto Jordat - 217 Talia Circle - Mr. Jordat gave his opinion about the survey. He felt the numbers were inaccurate (2,800 surveys were distributed. Only 175 residents responded). He then discussed a shooting that happened the previous night in a community that involved three people, including two students. He said he spoke with residents who discussed how they did not feel safe in the (Almar Street) neighborhood, and who was not there. He also talked about lighting and speeding on the streets.

REGULAR AGENDA

12. **Village Manager Annual Evaluation: The Village Council will discuss their annual evaluation of the Village Manager, Michael Bornstein.**

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village Council will conduct the annual performance evaluation of the Village Manager, Mr. Michael Bornstein.

Each Council Members provided a summary of their evaluation of the Village Manager. Council Member Ready noted that the Village Manager is a good listener and overall problem-solver. He said the Village Manager should give more constructive budgetary direction and develop good ideas. Vice-Mayor Gunther appreciated the Village Manager. He goes above and beyond satisfaction with great direction. Mayor Pro Tem Brinkman discussed the training and teambuilding that the Village Manager does with the staff. He genuinely cares about people, and it shows.

Council Member Waller expressed pleasure in seeing the staff happy when she comes to Village Hall. Mayor Smith loves the vision and positive culture created. The employees have an understanding of the CORE Values. The Council recommended a 5% increase.

Council Member Waller made a motion to approve a 5% salary increase. Mayor Pro Tem Brinkman seconded the motion. The said motion carried 5-0..

Council Member Waller expressed pleasure in seeing the staff happy when she comes to Village Hall. Mayor Smith loves the vision and positive culture that is

being created. The employees have an understanding of the CORE Values. The Council recommended a 5% increase.

Council Member Waller made a motion to approve a 5% salary increase. Mayor Pro Tem Brinkman seconded the motion. The said motion carried 5-0.

PUBLIC HEARINGS

13. **(Second Reading/Quasi-Judicial Hearing) Ordinance No. 2022-12 - Land Use Amendment and Rezoning (Small-Scale) - Oxygen Development:** A motion to approve Ordinance No. 2022-12 to amend a small-scale land use and zoning designation for 17.74 acres comprised of eleven parcels. To facilitate an industrial development project that is a proposed small-scale land use change from a Commercial and Medium Density Residential to a Light Industrial, concurrent with rezoning from Commercial General (CG) and Residential Multiple-Family (RM) to Light Industrial (LI) for manufacturing and warehouse facilities at the Oxygen Development west of Congress Avenue and north of Forest Hill Boulevard.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Marty Minor from Urban Design Studio, the agent for Oxygen Holdings, LLC. ("Applicant"), is requesting a Small-Scale land use plan amendment and rezoning on 17.74 acres (comprised of eleven parcels) to facilitate an industrial development project.

The proposed small-scale land use change would be from Commercial and Medium Density Residential to Light Industrial, concurrent with Rezoning from Commercial General (CG) and Residential Multiple-Family (RM) to Light Industrial (LI). The combined properties are less than 50 acres in size (17.74 acres total) and planned for a mix of manufacturing and warehouse use.

The applicant is concurrently requesting Site Plan approval to allow a 150,780 square foot warehouse in addition to the 211,363 square foot existing warehouse-manufacturing building. Therefore, the proposed site plan is presented (within this item) for informational purposes only (action does not need to take place at this time).

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use map and rezoning amendments are approved on the 2nd and final reading, and the proposed Site Plan will be considered by the Village Council under a separate resolution.

Ordinance No. 2022-12 was advertised in the Lake Worth Herald on September 29, 2022, October 27, 2022, and December 29, 2022.

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

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

The Planning and Zoning Board considered this application during their October 11, 2022 meeting and recommended approval.

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

The proposed ordinance was approved on the 1st reading by the Village Council on November 10, 2022, and is being presented on the 2nd and final reading.

Fiscal Impact: The proposed land use and zoning amendments are not expected to provide a direct fiscal impact on the Village; however, it would facilitate development that will increase the Village's property valuation.

Mayor Smith requested that the Council disclose any ex-parte communication. Due to her employment with the applicant (Urban Design), Mayor Pro Tem Brinkman must recuse herself from Item #13 and #14 of the record. Items #13 and #14 were sworn in by the Village Clerk. There was a statement of advertisement read into the record.

Ms. Cabrera entered the staff report into the record and gave a summary of the project. The applicant, Mr. Minor, gave his presentation during the first reading, but was available to answer questions.

Mayor Smith offered the public an opportunity to speak on Ordinance No. 2022-12; there were no comments. Village Attorney Garrett read the title of the caption into the record.

Vice-Mayor Gunther motioned for the approval of Ordinance No. 2022-12; Council Member Ready seconded the motion. There was a roll call vote as follows: Vice-Mayor Gunther - Yes; Council Member Waller - Yes; Council Member Ready - Yes; Mayor Smith - Yes. The said motion carried 4-0 (Mayor Pro Tem Brinkman - Abstained).

14. **(Quasi-Judicial Hearing) Resolution No. 2023-03 - Light Industrial Planned Development Site Plan (SPR22-16) - Oxygen Development - 1525 South Congress Avenue:** Motion to approve Resolution No. 2023-03, of an application for a Site Development Plan (SPR22-16) submitted by Mr. Marty R. A. Minor, agent for the owner, Oxygen Holdings LLC. requested to expand the Oxygen Development site to include a 150,780 square-foot warehouse building on 17.74 acres (comprised of eleven parcels). At present, Oxygen Development leases warehouse space off-site, but wants to bring that use to its existing campus located at 1525 South Congress Avenue. The Congress Avenue District of the

Palm Springs Community Redevelopment Agency (CRA) would benefit from redevelopment, and revenue could be increased through Tax Increment Financing (TIF).

Staff: Jane Worth, Deputy Village Clerk

SUMMARY: Mr. Marty R. A. Minor, agent for the owner, Oxygen Holdings LLC., is requesting a Site Development Plan (SPR22-16) approval to allow an expansion of the Oxygen Development site to include a 150,780 square-foot warehouse building on 17.74 acres (comprised of eleven parcels), generally located at 1525 South Congress Avenue. Currently, Oxygen Development leases warehouse space off-site and would like to bring that use to their existing campus in the Village.

Note: To achieve this desired expansion, the applicant is requesting the abandonment of a portion of Dalinda Lane right-of-way, Future Land Use Amendment, and Rezoning, at a future meeting, which are the subject of separate requests. The site includes 17.63 acres of land owned by the applicant and approximately 0.102 acres of the Dalinda Lane right-of-way.

On February 26, 2009, the Village Council adopted Resolution 2008-87, approving the Oxygen Development site plan and special exception used to allow a Light Industrial Planned Development Site Plan to construct 211,363 square feet of manufacturing/warehouse building for the development of personal care services on the site.

Currently, the applicant is seeking to expand the site to facilitate the construction of a 150,780- square-foot warehouse building. The proposed warehouse building will have a ground-level connection to the existing building to allow materials to be moved from one building without being impacted by inclement weather. The proposed expansion also includes 74 new parking spaces, the relocation of 79 existing spaces, and the relocation of the existing drainage lake to the southwest portion of the subject site. In addition, a future phase has been identified for the development of 191 parking spaces on 2.04 acres, located north of the L-7 canal. This parking lot is not proposed to be developed at this time unless additional parking is needed.

Access to the proposed site will use the existing two entrances on Congress Avenue with the trucks servicing the proposed warehouse using the same truck entrance as the existing Oxygen Development building. Additional access to the site will be provided from the extension of Lone Pine Way into the site, where truck traffic will be directed away from Lone Pine Way.

Approval of the Light Industrial Planned Development Site Plan depends on the approval of the Land Use Amendment, Rezoning, and Dalinda right-of-way abandonment.

The Planning, Zoning & Building Staff does not object to the Light Industrial Planned Development Site.

Fiscal Impact: The proposed development will enhance the Village's assessed property valuation. This property is located within the Palm Springs Community Redevelopment Agency (CRA) - Congress Avenue District and redevelopment would result in increased tax increment financing (TIF) revenue.

Mayor Pro Tem Brinkman declared a conflict of interest and recused herself from this item as well.

Mayor Smith asked the Council if there was any ex parte communication; there was none.

Ms. Cabrera read the staff report into the record. The Applicant, Mr. Minor presented his testimony and entered it into the record. Mayor Smith invited the public and the Council to comment.

The Council asked if there would be future development within the next 10 years. They wanted to know about the entrances at the location and when it would take place during the day. Mr. Minor explained that he could not confirm developments within the next 10 years. He discussed the two entrances to the location. There was discussion about local employment preference, and having a gate at the location. There is a gate that shares a cross access to the shopping center. Council inquired about the vacant lot, the route along Pine Way, and if there were any pending code cases.

Mrs. Peggy Van Arman 4077 Luzon Avenue - Mrs. Van Arman commented on the traffic conditions on Kirk Road. She inquired if a traffic study had been conducted. Mr. Minor said a traffic study was conducted as of April 12, 2022.

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

Council Member Ready made a motion to approve Resolution No. 2023-03; Council Member Waller seconded the motion. The said motion carried 4-0 (Mayor Pro Tem Brinkman abstained).

15. **(Second 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

SUMMARY: The Planning, Zoning, and Building Department are 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 are 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.

Ordinance No. 2022-13 was advertised in the Lake Worth Herald on December 29, 2022.

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.

The proposed Ordinance was approved on the 1st reading by the Village Council on December 8, 2022, and is being presented on the 2nd and final reading.

Fiscal Impact: The proposed ordinance does not have a direct fiscal impact on the Village.

The Village Clerk read the statement of advertisement into the record. Ms. Cabrera stated that the staff's report was provided on first reading; however, she wanted to note that she made the Council's suggested changes to the Ordinance.

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

Mayor Pro Tem Brinkman made a motion to approve Ordinance No. 2022-13. Council Member Waller seconded the motion. There was a roll call vote as follows: Vice-Mayor Gunther - Yes; Mayor Pro Tem Brinkman - Yes; Council Member Waller - Yes; Council Member Ready - Yes; Mayor Smith - Yes. The said motion carried 5-0.

16. **(Second 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

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 nimbler and more positioned for State or Federal assistance.

Ordinance No. 2022-14 was advertised in the Lake Worth Herald on December 29, 2022.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney.

The proposed ordinance was approved on 1st reading by the Village Council on December 8, 2022, and is being presented for consideration on the 2nd and final reading.

Fiscal Impact: Proposed Ordinance No. 2022-14 does not have a direct fiscal impact on the Village.

The Village Clerk, Ms. Wynn, read the statement in the advertisement. Assistant Village Manager, Mrs. Glas-Castro, summarized the item. She explained that the intent of the ordinance is to eliminate the need to call Special Meeting to declare a Local State of Emergency. After looking at other municipalities, it was determined that many cities do not hold a special meeting.

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

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

Vice-Mayor Gunther made a motion for the approval of Ordinance No. 2022-14.

Council Member Waller seconded the motion. There was a roll call vote as follows: Vice-Mayor Gunther - Yes; Mayor Pro Tem Brinkman - Yes; Council Member Waller - Yes; Council Member Ready - Yes; Mayor Smith - Yes. The said motion carried 5-0

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

The Village Manager complimented the staff's hard work and employees investing in the betterment of the community and workplace. He talked about Six Sigma training that Management would begin. Mr. Bornstein updated the Council on the rollout of CORE values. He explained the importance of having the CORE values in place to hold employees accountable.

VILLAGE COUNCIL COMMENTS

The Council gave their reports that included the holiday decorating around the Village. Mayor Pro Tem Brinkman mentioned that Valerie Nielsen from the Transportation Planning Agency (TPA) advised her that the Village did not have anyone appointed to the Vision Zero Committee. She spoke about opportunities to get funding through the TPA.

The Council announced that VITA tax services would be at the Village Library beginning January 17, 2023. AARP will begin on February 1, 2023. There was discussion about motor scooter regulations and semi-trucks going down Greenbrier at 7 PM and 8 PM in the evenings.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Regular Council Meeting at 8:15 PM.

Submitted by

Kimberly M. Wynn
Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, JANUARY 26, 2023
VILLAGE COUNCIL SPECIAL MEETING
AT 6:30 PM
(IMMEDIATELY FOLLOWING THE LPA MEETING)**



**VILLAGE COUNCIL MEETING MINUTES
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461
FEBRUARY 9, 2023 AT 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Regular Council Meeting to order at 6:30 PM.

ROLL CALL

Present: Mayor Bev Smith, Vice Mayor Doug Gunther, Mayor Pro Tern Joni Brinkman, Council Member Patti Waller, and Council Member Gary Ready

Absent: None

Also Present: Assistant Village Manager Kim Glas-Castro, Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Police Chief Tom Ceccarelli as Sergeant-in-Arms, Assistant Director of Public Works Timothy Crespo, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, Planning, Zoning and Building Director Iramis Cabrera and Interim Parks & Recreation Director/Director of Library Services Jossie Maliska.

INVOCATION

The Assistant Village Manager, Ms. Kim Glas-Castro, led the invocation.

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF THE AGENDA

Assistant Village Manager Glas-Castro indicated no additions, deletions, or modifications to the Agenda.

Council Member Waller made a motion to approve the Agenda as presented. Vice-Mayor Gunther seconded the motion. The said motion carried 5-0.

CONSENT AGENDA

1. **December 8, 2022 Village Council Regular Meeting Minutes: Motion for approval of December 8, 2022, Village Council Regular Meeting Minutes.**
Staff: Kimberly Wynn, Village Clerk

2. **Resolution No. 2023-07 - Modified Village of Palm Springs Emergency Management Plan (EMP)**: Motion for approval of Resolution No. 2023-07 to modify the Village's processes and procedures, as the Palm Beach County Department of Emergency Management dictates, appoint newer Village departments with emergency responsibilities (Information Technology, Human Resources, Public Works, and Utilities (f/k/a Public Services), and resolve internal inconsistencies.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: On April 14, 2022, the Village Council approved an Emergency Management Plan (EMP) to guide Village operations during emergencies, disasters, hazards, or storm events that may threaten the lives and property of the Village's residents, businesses, and stakeholders.

The EMP was implemented twice during 2022 with Hurricanes Ian and Nicole. Before both storms, the Village declared a local state of emergency. As a result, during the storms, the Village Emergency Operations Center (EOC) was not activated. Still, all departments undertook pre-storm preparedness and readiness activities. In addition, incident Command staff participated in countywide municipal emergency management update calls hosted by the Palm Beach County Department of Emergency Management (PBC DEM).

While no substantive changes were made, modifications are proposed throughout the EMP to update processes and procedures dictated by PBC DEM to recognize and assign specific emergency responsibilities to newer Village departments (Information Technology, Human Resources, Public Works, and Utilities (vs. Public Services)) and to clean up internal inconsistencies.

A committee consisting of the Public Works Assistant Director, Utilities Director, Utilities Assistant Director, Police Captain, and Assistant Village Manager reviewed the EMP and prepared the proposed modifications. Each of the Department Directors reviewed the proposed EMP.

Fiscal Impact: There is no direct fiscal impact on the Village.

3. **Change Order No. 1 - Lakewood Road (East) Stormwater Improvements Project (Task Order No. 249) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund) - Engenuity Group, Inc.**: Motion for Approval of Change Order No. 1 (Task Order No. 249) to provide a Purchase Order increase of \$13,500 for additional consulting services to obtain necessary easements for Engenuity Group, Inc. The Lakewood Road (East) Stormwater Improvements Project (Task Order 249) is funded by the Stormwater Enterprise Fund.

Staff: Timothy Crespo, Assistant Public Works Director

Summary: On March 10, 2016, the Village Council approved Task Order No. 249 with Engenuity Group Inc. for design services for the Lakewood Road Stormwater Improvements (East) Project for the amount of \$20,848.00.

As part of the initial design phase, it was discovered that existing utility easements were required, as was a drainage easement for stormwater modifications along the drainage ditch at the rear of the properties.

The Village's contracted engineer, Engenuity Group Inc., and the Public Works department are requesting an amendment to the contract for Task Order No. 249 (Change Order No.1) of \$13,500.00 for the additional design services.

Fiscal Impact:

Item	Contract Amount
Original Contract Amount	\$20,848.00
CO No. 1	\$13,500.00
Revised Contract Amount	\$34,348.00

If approved, the total cost of the Lakewood Road Stormwater Improvements (East) Project within Task Order No. 249 will increase to \$34,348.00.

Funding to support the Lakewood Road Stormwater Improvements (East) Project (Task Order No. 249) was provided by the Stormwater Enterprise Fund.

4. **Vacuum Sewer System (AIRVAC) Parts & Supplies Purchase - Single-Source Purchase - Utilities Department {FY 2023 Budget Funded - Water & Sewer Enterprise Fund} - Aqseptance Group, Inc. (AIRVAC):** Motion for approval of a single-source purchase agreement with Aqseptance Group, Inc. to buy parts and supplies would provide a 5% discount off the current listed price for all AIRVAC parts and Busch vacuum pumps, as well as fixed rates for the Busch "Exchange Plus" program. Funding to support purchases under this proposed contract is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Eliza Hansen, Administrative Assistant

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

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

The Village's Purchasing Code - Section 58-7. Conducting a search for available sources, the Procurement Official and the user/requesting department determine that only a single-source is practicable, or for other reasons, a single-source is in the Village's best interest. Upon determination of a single-source, contract negotiations shall commence with the single-source. If the contract terms are agreed upon, the single-source purchase may have a total value of \$35,000 or less. In that case, a contract between the Village and the single source may be approved and executed by the Village Manager. If contract terms are agreed upon, and the single-source purchase is anticipated to have a total value of more than \$35,000, the Council must approve the contract between the Village and the single-source.

If the single-source contract is approved, the Village will accept the Aqseptence group pricing, including all terms and conditions therein. The duration of the proposed agreement will expire on December 31, 2023.

The Village Attorney prepared the proposed agreement and reviewed it with the Assistant Utilities Director, Utilities Director, and Finance Director.

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

Fiscal Impact: Funds for purchases under this proposed contract are 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.

5. **Equipment Purchase (Task Order No. 266) - Cooperative Purchase - Utilities Department (FY 2023 Budget Funded) - Tradewinds Power Corp.:** Motion for approval for the purchase of one (1) Emergency Back Up Generator for Vacuum Station No. 1 and accept Tradewinds Power Corp price of \$103,718.00 thru the Florida Sheriff's Association & Florida Association of Counties (Bid No. FSA20EQU18.0). Funding for the proposed equipment purchase is available from the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Staff recommends cooperative purchasing of the current Sheriffs' Association & Florida Association of Counties contract awarding one (1) Emergency Back Up Generator for Vacuum Station No. 1 Task Order No. 266. In October 2020, the Florida Sheriff's Association & Florida Association of Counties completed a competitive selection process for heavy equipment (Bid No. FSA20-EQU18.0). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2023 Budget, the Village Council approved the purchase of one (1) Emergency Back Up Generator for \$111,100.00. In addition, the Utilities Department obtained a bid for \$103,718.00 from Tradewinds Power Corp.

If approved, the Village would accept Tradewinds Power Corp. pricing by utilizing the Florida Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

Note: This purchase is about Vacuum Sewer Station No. 1 Building improvements Task Orders No. 240, 266, and 278 awarded to Hinterland Group on July 8, 2021. Change Order 1 was issued to cover the Emergency Generator portion of the awarded contract, Task Order 266.

By Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements outlined in this purchasing code. The Council must approve all Village purchases from a cooperative purchasing agreement which expects to have a total value of more than \$35,000.00.

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the equipment purchase proposal. The vendor has previously provided quality products and services to the Village.

Fiscal Impact: Funds to support this proposed equipment purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

6. **Police Forfeiture Fund Donation:** Motion for approval of a request from the Police Department to donate \$9,250 to the Police Department's Explorer (PAL) program.

Staff: Tom Ceccarelli, Police Chief

SUMMARY: Per *Florida State Statute 932.7055 (5c3)*, "any local law enforcement agency that acquires at least \$15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 25 percent of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program(s)."

During the fiscal year 2021-2022, the Police Department took in \$36,960.29 in forfeiture money. Twenty-five percent of that figure is \$9,240.07. The department is now requesting to donate \$9,250 to the Police Department's Explorer(PAL) program. This donation will exceed our statutory requirement.

This expenditure complies with the Florida State Statute and helps the police department meet its requirement to donate funds in support of a crime prevention or safe neighborhood program.

Fiscal Impact: Funds for this expenditure are available and have been planned for through the Police Department's Forfeiture Funds account.

7. **Amendment No. 2 to the Specialized Professional Services Agreement Land Management Software System Software Agreement for Code Enforcement Module Police Department {FY 2022-2023 General Fund} - MaintStar, Inc.:** Motion for approval of Amendment No. 2 to the Land Management System Software Agreement with MaintStar to include the Code Enforcement module for Code Enforcement - Police Department. The cost of licensing and professional services for the first year is \$30,000. The annual recurring cost is \$6,500 per year for a period of five (5) years, plus the option to receive additional online training for \$3,000. There is funding to support this request in the FY 2022-2023 Budget.

Staff: Tom Ceccarelli, Police Chief

SUMMARY: On July 8, 2021, the Village Council approved an agreement with MaintStar Inc. to provide all requisite software, project management, and implementation services, including training, technical support, and import/conversion of existing data from the Tyler-Munis platform. The requested software purchase/implementation will add the Code Enforcement function to the previously purchased product. The cost of the additional software is \$39,500.

The Planning, Zoning & Building (PZ&B) and Information Technology (IT) Departments have been working with the MaintStar team since October 2021 to implement the PZ&B project. All of the parties mentioned above indicated

that their project would be far enough along to begin the implementation of the MaintStar Code Enforcement module. Therefore, to complete the project during FY 2023, we request to proceed with the \$39,500 approved by the Village Council.

Fiscal Impact: In the FY 2022/2023 Budget, the Village Council approved funding to purchase and implement MaintStar Code Enforcement software.

8. **Change Order No. 1 - Village Hall N Flex Space Buildout (Task Order No. 289) - Public Works Department (FY 2023 Budget Funded - General Fund) - E&F Florida Enterprises, Inc.**: Motion to approve Change Order No. 1 (Task Order No. 289) for the Village Hall N Flex Space Buildout, located at 226 Cypress Lane, for an extension to the contract time due to supply chain issues and building department delays. An extension of 154 days is being requested for a total contract time of 304 days to bring the date of Substantial Completion to February 2023.

Staff: Jimmie Johnson, Public Works Director

SUMMARY: On March 10, 2022, the Village Council approved Task Order #289 with E&F Florida Enterprises, Inc., for construction services for the Village Hall N Flex Space Buildout Project in the amount of \$309,300.00.

During the construction process, the Contractor, E&F Florida Enterprises, Inc., experienced delays in procuring some of the materials due to supply chain issues. This has extended the amount of time it would have normally taken to complete certain tasks and has held up others that follow them sequentially.

In addition, during inspections performed by the PBC fire inspector, concerns were brought up about the building type designation that was assigned to this building and its corresponding fire protection requirements. After several discussions between the building official and the fire inspector, a resolution was finally reached, the construction plans had to be revised, and then the Contractor was allowed to proceed with his work. This delay also contributed to pushing the project completion date out further.

Note: This change order is **only** for a time extension to the contract time. Any contract reconciliation required for contract amounts will be done in a future change order as necessary.

The Village's contracted Engineer, Wantman Group, Inc., their registered Architect, REG Architects, Inc., and the Public Works Department are requesting an amendment to the contract for Task Order #289 (Change Order #1) for a \$0.00 change for construction services and to extend the project completion date by an additional 154 calendar days (total contract time from 150 days to 304 days):

<u>Item</u>	Contract Amount	Contract Time / Add' l Days
Original Contract Amount	\$309,300.00	150 days
CO No. 1 (Proposed)	<u>\$0.00</u>	154 days
Revised Contract Amount	\$309,300.00	304 days

If approved, the total cost of the Village Hall N Flex Space Buildout Project within Task Order #289 will remain the same, and the total contract time will be increased to 304 days.

If approved, it is estimated that the proposed Village Hall N Flex Space Buildout Project will be completed by the end of February 2023.

The proposed Change Order No. 1 was prepared by E&F Florida Enterprises, Inc. and reviewed by the Village's Engineer, Wantman Group, Inc., the Architect, REG Architects, Inc., the Assistant Village Manager, the Village Attorney, the Village Project Manager, and the Finance Director.

Fiscal Impact: Funding to support Village Hall N Flex Space Buildout Project (Task Order No. 289) was provided within the General Fund:

<i>Allocated /Estimated Project Funding:</i>	<i>Amount</i>
FY 2023 Approved Funding - General Fund:	100,000.00
<i>TOTAL APPROVED FUNDING</i>	<i>\$ 100,000.00</i>
<i>Expected Project Costs:</i>	<i>Amount</i>
Projected Costs - Design & Engineering - General Fund (TO No. 289):	\$ 3,168.00
Project Costs - Construction - General Fund (TO No. 289):	\$141,518.60
<i>TOTAL PROJECTED COSTS:</i>	<i>\$ 144,686.60</i>

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

An internal Budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the General Fund at a later date if necessary.

9. **Change Order No. 1 & No. 2 - Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building (Task Orders No. 260 & 261) - Public Works & Utilities Department (FY 2023 Budget Funded - General Fund and Water & Sewer Enterprise Fund) - Walker Design & Construction Co.:** Motion to approve Change Order No. 1 for the Kirk Road Storage Building for contract reconciliation with time extension and Change Order No. 2 for the Main Water Treatment Plant Storage Building for a contract time extension. A total of 256 days is being requested for this combined project due to supply chain issues for a total contract time of 556 days. The new Substantial Completion date would be February 2023.
Staff: Walter Sanchez, Project Manager

SUMMARY: On August 23, 2021, the Village Council approved Task Orders No. 260 & No. 261 with Walker Design & Construction Co. for the construction of the Main Water Treatment Plant (WTP) Equipment Storage Building and the Material Storage Building at 2400 Kirk Road for a combined contract amount of \$385,016.00.

During the initial phases of construction, the Village Contractor informed the Village that there would be delays in delivering the metal prefabricated buildings due to supply chain issues. Therefore, the Contractor requested additional time added to the contract for those delays.

Also, during the foundation work at the Main Water Treatment plant, the Contractor unexpectedly encountered buried concrete footers and a concrete slab that required removal prior to the installation of the new building foundations. The costs for this additional work were covered by the project contingency, but for this, the Contractor is also looking for additional time.

Note: The soil boring conducted within the proposed building footprint did not reveal any buried concrete at this location. Both projects contained contingency amounts to cover unexpected costs in the amount of \$20,000.00 each.

For Task Order No. 260, the Village's contracted Engineer, Eckler Engineering, and the Utilities Department are requesting a contract reconciliation (Change Order No. 1) for a credit amount of \$20,000.00 for the unused portion of the project allowance with an additional 28 days for delays.

For Task Order No. 261, the Village's contracted engineer, Eckler Engineering and the Public Works department are requesting an additional 228 days

(Change Order No. 2) in order to extend the combined project contract time by an additional 256 calendar days (from 300 days to 556 days total).

If approved, the total cost of the Main WTP Equipment Storage Building and the Material Storage Building at 2400 Kirk Road projects within Task Orders No. 260 & 261 will be decreased to **\$377,620.53**, and the total contract time will be increased to **556 days**.

It is estimated that the proposed Main WTP Equipment Storage Building project will be completed by February 2023.

Note: The Material Storage Building at 2400 Kirk Road was completed on July 18, 2022.

Note: The awarded original contract includes two combined projects: the Material Storage Building at 2400 Kirk Road project (TO No. 260) for the original contract amount of \$202,120.00 for the Utilities Department and the Main WTP Equipment Storage Building project (TO No. 261) in the amount of \$182,896.00 for the Public Works Department for a total contract amount of \$385,016.00. With the approval of these change orders, the Material Storage Building at 2400 Kirk Road will have a reduced contract amount of \$182,120.00. The Main WTP Equipment Storage Building had an increase to \$195,500.53 from the previously approved Change Order No. 1, which brings the revised total for both projects to \$377,620.53.

The proposed Change Order No. 1 (TO No. 260) and Change Order No. 2 (TO No. 261) were prepared by Walker Design & Construction and reviewed by the Village's Engineer, Eckler Engineering, the Assistant Village Manager, the Village Attorney, the Village Project Manager, and the Finance Director.

Fiscal Impact: Funding to support the Main WTP Equipment Storage Building and the Material Storage Bldg. at 2400 Kirk Road Project (Task Orders No. 260 & 261) was provided by the Water & Sewer Enterprise Fund and the General Fund.

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

An internal Budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the General Fund and the Water & Sewer Fund at a later date, if necessary.

10. **Termination of Unity of Title - 2187 Prairie Road:** Motion to Approve a request from the applicant, Mary Jo Moore, located at 2187 Prairie Road, for the Village to release a Unity of Title originally recorded December 15, 2006, to the Palm Beach Clerk and Comptroller. The applicant is proposing to terminate the unity of title that joined the two residential parcels to delineate two (2) individual single-family lots and facilitate the development of the vacant lot.

Staff: Iramis Cabrera, PZB Director

SUMMARY: The property owner, Mary Jo Moore, requests to release the Unity of Title recorded on December 15, 2006, in the Official Record Book 21200, Page 1298 of the Public Records of Palm Beach County, Florida. The applicant is proposing to terminate the unity of title that joined the two residential parcels to delineate two individual single-family lots and facilitate the development of the vacant lot located at 2187 Prairie Road.

Fiscal Impact: The termination of the unity of title will facilitate the development of the vacant lot, thereby increasing the value of this parcel.

11. **Fire Backflow Annual Test Services - 1st Amendment (Renewal) - Piggyback - Utilities Department (FY 2023 Water & Sewer Enterprise Fund) - Florida Fire and Backflow:** Motion to approve First Amendment to the Agreement with Florida Fire and Backflow to piggyback the Town of Longboat Key, Florida - Fire Backflow Annual Test - IFB 19-092 to extend the expiration to October 7, 2023. Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Eliza Hansen, Administrative Assistant

SUMMARY: The Utilities Department, throughout the year, has an obligation to annually inspect fire flow backflow connections. Currently, the Village utilizes Florida Fire and Backflow to assist with these types of services, and the existing piggyback contract with the Town of Longboat Key, Florida, expired on October 7, 2022.

To ensure the lowest possible price, the staff recommends that the Village renew our ability to utilize the Florida Fire and Backflow by continuing to piggyback the Town of Longboat Key's contract, which was recently extended for an additional year.

Note: This selection by the Town of Longboat Key was originally completed through a competitive selection process - Town of Longboat Key - Fire Backflow Annual Test Services Agreement - October 8, 2019. The extended piggyback contract (renewal) would provide the same pricing that the Village is currently receiving (All original bid documents provided during the July 29,

2021, Council Meeting authorizing the initial piggyback purchase with Florida Fire and Backflow - Town of Longboat Key, Florida - Fire Backflow Annual Test - IFB 19-092 - October 8, 2019, and are available in the Village Clerk's Office). The proposed contract amendment (renewal) would provide the same pricing that the Village is currently receiving.

If approved, the Village would accept Florida Fire and Backflow pricing by piggybacking the Town of Longboat Key's contract, including all terms, conditions, and pricing therein. The term of the proposed contract is set to expire on October 7, 2023. This is the first of two additional, 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 services were competitively solicited. The proposed amendment was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and Finance Director.

The Village has worked with the proposed vendor and has received satisfactory service.

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

End of Consent Agenda...

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

Council Member Ready made a motion to approve the Consent Agenda. Mayor Pro-Tern Brinkman seconded the motion. The said motion carried 5-0.

PRESENTATIONS

At this point, Mayor Smith introduced Palm Beach County Fire Battalion, Chief Tracey Adams. Chief Adams spoke about a large-scale incident that involved multiple victims in the Lake Worth Beach area that Fire Rescue was responding to currently. She discussed the number of emergency, and non-emergency calls responded to in the Village in December (378 calls). Also, the various events that were taking place. Fire Rescue completed an Active

Shooter class and focused on situational awareness. She expressed the importance of knowing her surroundings. In the event of an active shooter, you must run, hide, and, lastly, fight.

Mayor Smith asked for comments from the public and Council, but there were none.

PUBLIC COMMENT

Mayor Smith offered the public an opportunity to speak, but there were none. Public comment none

REGULAR AGENDA

PUBLIC HEARINGS

12. **(Second Reading/Quasi-Judicial Hearing) Ordinance No. 2023-01 - Land Use Amendment and Rezoning (Small-Scale) Collection Suites Palm Springs - 874, 884 & 964 South Congress Avenue:** Recommendation of approval of Ordinance No. 2023-01 to Village Council requesting a Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning and Site Development Plan on 7.313 acres (comprised of three parcels) to facilitate an industrial development project.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Javier Fernandez, agent for Collection Suites Palm Springs ("Applicant"), is requesting a Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning, and Site Development Plan on 7.313 acres (comprised of three parcels) to facilitate an industrial development project.

The proposed small-scale land use change would be from Commercial Land Use to Light Industrial,

concurrent with Rezoning from Commercial General (CG) to Light Industrial (LI). The combined properties are less than 50 acres in size (7.313 acres total) and are planned for a mix of warehouse/self-storage.

The applicant is concurrently requesting Site Plan approval to allow a development concept of a 79,350 square foot warehouse/self-storage condominium called "Collection Suites Palm Springs" that would contain approximately nineteen (19) condominium units ranging in size from 3,206 square feet to 8,343 square feet, complemented by a 5,256 square foot clubhouse, a 1,283 square foot office, and related support spaces, in addition to the existing 36,054 square foot indoor athletic court (trampoline center).

The proposed site plan is presented (within this item) for informational purposes only (no action is required at this time).

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use map and rezoning amendments are approved on the 2nd and Final reading, and the proposed Site Plan will be presented for consideration at a future date.

Ordinance No. 2023-01 was advertised in the Lake Worth Herald on December 29, 2022, and re-advertised in the Palm Beach Post on January 9, 2023, due to changes.

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

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

The Planning and Zoning Board considered this item during their January 10, 2023, meeting and recommended approval.

The Local Planning Agency (LPA) considered this item during their January 26, 2023 meeting.

The proposed ordinance was approved on the first reading by the Village Council on January 26, 2023, and it is being presented on the 2nd and Final reading.

Fiscal Impact: The proposed land use and zoning amendments are not expected to provide a direct fiscal impact on the Village; however, they would facilitate development that will increase the Village's property valuation.

Mayor Smith asked the Village Council to disclose their ex parte communication. The Village Clerk read the statement of advertisement and swore in the Applicants.

Ms. Cabrera announced that the staff presentation was presented in its entirety at the First Reading.

The Applicant, Ms. Simone, advised that she was available to answer questions. She gave a brief synopsis of the project. She described Collection Suites as an exclusive high-end condo located at 874, 884 & 964 South Congress Avenue, in the Congress Avenue Corridor Community Redevelopment Agency (CRA) area. Collection Suites are condos, that are exclusive high-end storage units with a “man cave” ambience for tenants to keep their collectors' items like fine art, high end watches, cars, coins, stamps, or whatever is the tenants' passion. Tenants can enjoy the storage condo with their collector's item. They can take a shower, watch television, play billiards, enjoy a meal; however, they cannot stay overnight in the condos. There is on-site management, 24/7 Concierge services, and security personnel on gated grounds. Automobile transfer services requires advance notice. There will be special events at the location that will go through the approval process based on the Village's Code. The Site Plan is included in the backup material, but it is not getting considered yet. The Site Plan will be considered by Council at a future meeting.

Mayor Smith offered the Public and Council an opportunity to speak about this item.

1. Mr. Alberto Jordat, Jr. - 217 Talia Circle. Mr. Jordat questioned the added benefit of the Collector's Suite to the Village. He expressed his view that restaurants and family-friendly places were more favored in the area. Mayor Smith interjected and explained the low maintenance and more controlled traffic for the area. She advised him that the Collectors' Suite drove more tax revenue for the Village as opposed to the challenges of certain businesses.

Mayor Smith closed Public Comment after hearing no further comments.

The Village Attorney, Mr. Torcivia, read the title of the caption into the record.

Council Member Ready motioned for the approval of Ordinance No. 2023-01. Vice Mayor Gunther seconded the motion. There was a roll call vote as follows: Vice-Mayor Gunther - Yes; Mayor Pro Tern Brinkman - Yes; Council Member Waller - Yes; Council Member Ready-Yes and Mayor Smith - Yes. The said motion carried 5-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

There were no comments from Assistant Village Manager Glas-Castro.

VILLAGE COUNCIL COMMENTS

The Council gave a recap about the State of the Village, and Council Member Ready entered his events in the records. The Library Department and Police Department were having a movie/dinner night (Buzz Light Year). Council Member Ready wished several employees that left the organization well and thanked them for their service.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:55 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **February 9, 2023**. Which minutes were formally approved and adopted by the Village Council on **March 9, 2023**.

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, MARCH 9, 2023 AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: HR Department

ITEM #3: Resolution No. 2023-11 Village of Palm Springs Social Media Policy

SUMMARY: The Village of Palm Springs Social Media Committee has created and implemented a Social Media Policy that establishes guidelines for the use of the Village's social media sites as a means of conveying information to the public.

The intended purpose of Village social media sites is to disseminate information from the Village about the Village's mission, meetings, events, and activities to the public. Social media tools are used solely for informational purposes only.

The Social Media Policy includes, but is not limited to, Facebook, Twitter, Instagram, YouTube, LinkedIn, and Nextdoor. The Village's social media sites shall supplement, and not replace, the required notices and standard methods of communication. The Village's official website will remain the primary means of digital communication.

The Staff is requesting the Council approve the Social Media Policy to set clear guidelines and expectations for citizens, public employees, and elected officials for utilizing government social media accounts. The policy will help ensure that the most up-to-date information is made publicly available and avoid the spread of misinformation related to Village business. The policy would also help defend the Village against potential litigation.

If approved, the policy will go into effect April 1, 2023.

FISCAL IMPACT:

There is no fiscal impact related to this policy.

ATTACHMENTS:

1. Resolution No. 2023-11 Social Media Policy
2. Exhibit "A" - Social Media Policy

RESOLUTION NO. 2023-11

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A SOCIAL MEDIA POLICY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs strives to provide the public and media with complete, consistent, accurate, relevant, and timely information about the Village's programs, services, projects, events, and topical issues; and

WHEREAS, the Village utilizes social media to enhance community engagement and customer service; and

WHEREAS, the Social Media Policy is intended to set clear guidelines and expectations for citizens, public employees, and elected officials. Public availability of the most current information will help to avoid the spread of misinformation related to Village business. Additionally, the policy would help the Village defend itself against potential lawsuits; and

WHEREAS, considering the current legal environment of the Internet as well as the technical realities of the Internet, this policy sets restrictions for social media usage and notification of employees about certain social media activities that have the potential to create legal risks and issues for the Village and its employees.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village is hereby authorized to provide Social Media Policy listed in Exhibit "A", which is attached hereto and incorporated herein.

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

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:

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs Social Media Policy

STATEMENT OF POLICY

The Village is committed to continuously enhancing communications methods to reach Village residents and business owners. We realize the growing number of residents that use Social Media to receive and share information. Social Media can be used effectively to keep the public informed of Village events, activities, and services. The Village will utilize Social Media platforms including but not limited to (Facebook, Twitter, Instagram, Linked In, Next Door, and YouTube to provide information to the public in a safe and respectful manner. This will provide optimal customer service while providing outreach to the community.

The Village would like to establish a standard policy for communication on Social Media platforms. This policy will provide guidance and information related to the Village and employees' use of Social Media and maintain the integrity of the Village's presence on Social Media.

AUTHORITY

Village Manager

SCOPE AND APPLICABILITY

This policy applies to all Village employees, departments, and contracted entities and anyone acting on behalf of, appearing to act on behalf of, or in the name of the Village that distributes information on behalf of the Village while engaging in any Social Media activities implied or directed. This policy also governs the terms of use applicable to members of the public accessing Village Social Media resources. Additionally, the Village recognizes that many Village employees use Social Media in their personal lives, and this policy provides guidelines for communicating on Social Media sites as a private citizen.

DEFINITIONS

Social Media for the purposes of this policy are various forms of internet-based user-created content tools, such as social networks.

Examples of Social Media applications include, but are not limited to:

- ❖ Facebook
- ❖ Twitter
- ❖ Nextdoor
- ❖ Instagram
- ❖ Social networking news media comment sharing/blogging
- ❖ YouTube
- ❖ Linked In
- ❖ Village Website

This policy covers all Social Media tools that provide platforms for sharing information, both current and future, about the Village of Palm Springs.

Village Social Media Account shall mean any registration, login credential, tool, forum, website, or network that is created or maintained by a Village department to establish or perpetuate a Social Media presence.

Social Media Administrator(s) is defined as the Information Technology department responsible for the development, creation, and implementation of all Social Media platforms. Social Media committee members will be assigned as content managers. Changes to any Social Media platform will go before the committee for review and approval prior to implementation.

Authorized User shall mean any employee, or any person acting on the behalf of the Village, who has been authorized with approval from the Village Manager or the Village Manager's designated Social Media Administrator to edit, or maintain any Social Media Account and the posts it may contain, in the transaction of official business of the Village of Palm Springs including anyone acting on behalf of, appearing to act on behalf of, or in the name of the Village.

Post shall mean any email, message, picture, graphic, image, advertisement, notification, feed, stream, transmission, broadcast, podcast, video, instant message, text message, blog, microblog, status update, wall post, comment, and any, and all other forms, means, or attempts at collaboration or communication that is uploaded, posted to, or otherwise displayed on or transmitted by any Social Media Account or Network.

Content shall mean any posts, writings, material, documents, photographs, graphics, or other information that is created, posted, distributed, or transmitted via Social Media.

Photo Release shall mean any post or picture including a minor (under the age of 18 years old) must have a photo release form signed by a parent or guardian if in non-public area.

GENERAL POLICIES

The Village Manager shall be an administrator on all official Village Social Media accounts. The Village Manager may designate one or more additional Social Media administrators,

Only Authorized users may post information on Village Social Media accounts.

Authorized Users are responsible to ensure Social Media posts provide accurate information, and professional presentation, and are relevant and on topic with the Village's mission. Care must be taken to ensure that grammar and spelling are correct. Mistakes must be corrected quickly.

In no event shall Village Social Media accounts be used to publish information that includes:

- Information designated confidential or exempt under applicable law
- Copyright violations
- Profanity, racist, sexist, or derogatory content or comments
- Partisan political views
- Commercial endorsements or SPAM

Only programs and events that are hosted or sponsored by the Village may be advertised using Village Social Media accounts.

Public Records Law

The Village's Social Media platforms are governed by relevant public records laws. Every piece of Social Media content linked to Village business is public information. Any public records request for Social Media content must receive a comprehensive and accurate response from the Village through the Public Records process overseen by the Village Clerk.

Records Retention

Social networking sites contain messages that the Village and its employees have sent or received. As a result, these communications are public records covered by Florida Statute Ch. 119. No matter the format of the record, the same retention obligations still apply (example: digital text, photos, audio, and video recordings).

The Village shall ensure the preservation of records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible.

Third-Party Content

The primary purpose for the Village's use of Social Media accounts is to disseminate information about Village events, activities, and services to the public. The Village's Social Media sites serve as government communications and are not intended as discussion forums. Therefore, as a general rule, third party comments and other types of information sharing will not be permitted on Village Social Media sites. Members of the public have numerous other avenues for communicating with the Village and expressing opinions and concerns, including, but not limited to, opportunities for public comment at meetings of the Village Council and other official bodies.

In the event that the Village Manager should authorize public commenting or posting on any Village Social Media account (on a case-by-case basis), the Village Social Media site in question will serve as a limited public forum and all content published will be subject to monitoring. User-generated posts will be rejected or removed (if possible) when the content:

- contains obscenity or material that appeals to the prurient interest
- contains personal identifying information or sensitive personal information
- contains offensive terms that target protected classes
- is threatening, harassing or discriminatory
- incites or promotes violence or illegal activities
- contains information that reasonably could compromise individual or public safety
- advertises or promotes a commercial product or service, or any entity or individual
- promotes or endorses political campaigns or candidates

RESPONSIBILITIES

Departments

Before Establishing a Social Media Account

- Approval from the Social Media committee is required to establish any Social Media Account for a Village department, program, or initiative.
- To obtain approval, contact the Social Media administrator to discuss objectives, Authorized Users, and logistics.
- If approved by the Social Media committee, formal approval from the Village Manager is required before proceeding with any proposed Social Media project and/or campaign.

IT Department & Administration

- Archive content. IT, with assistance from the Village Clerk and Social Media Administrators will be responsible for ensuring content posted to Social Media is archived under the Public Records Law. Any content that is removed may also be considered “public records” and will be archived as required by law to the extent possible using then-current reasonable options.
- The Administrator will be responsible for the review of all content along with any content manager.
- The Village Attorney will review and approve any changes or additions to the Terms of Use Agreement, or the general disclaimer, as requested.
- IT will have access to all Social Media accounts in order to Archive
- Dual Factor - IT will provide dual factor authorization to enhance security protection to all Social Media accounts.
- The IT department creates the account(s), set the accounts up to ensure consistency and security. IT would also need to purchase additional archiving licenses and setup archiving. The account(s) would then be handed off to the content creators.

GENERAL PROCEDURES

- The Village’s Social Media Account must indicate it is for Village use only and must have a Village seal as the main picture.
- Unless expressly authorized by the Village Manager, comments, and other mechanisms for posting by third parties will be disabled on all Village Social Media accounts.

GENERAL GUIDELINES

Authorized Users – Village Accounts

1. Review and understand the Ethical Code of Conduct and prohibited activities enforced by Village of Palm Springs policy. Acknowledge that violations of these policies may result in disciplinary actions by completing a User Agreement Form annually.
2. The Village of Palm Springs is responsible for all content published by Authorized Users on Village Accounts. When speaking on behalf of the Village, ensure all content posted represents the Village's point of view and not those of individual employees. If you are in doubt, please contact the Social Media Administrator.
3. Always protect sensitive information. Do not publish or report on conversations that are meant to be pre-decisional or internal to the Village of Palm Springs unless Village management has authorized the release of such information.
4. Political Neutrality relates to any and all political action through any Social Media outlet. Any lobbying, political activities or expressions in a negative manner are prohibited. These rules apply to all types of expression.
5. Respect copyright, fair use, and financial disclosure laws.
6. All Social Media postings must abide by federal, state, and municipal laws.
7. (When comments/public posting are enabled) If you see a post from the public that violates the Terms of Use Agreement or disclaimer, notify the comment maker of violated Terms of Agreement, specifying any Terms of Use that were violated. Document the post (screenshot if possible) for records retention and then delete it from public view.
8. (When comments/public posting are enabled) Exercise caution while interacting with any external entity, both known and unknown to the user, and the information that the entity may provide or post. External Information shall not be utilized, commented on, or reposted unless the information has

been verified or corroborated as true and accurate by independent and/or reputable resources.

9. Links - The Village may from time to time use external links for Village business purposes and is not responsible for content published by the external website. The Village is not liable for any information controlled by such links. External links will be limited and used only in the event information needs to be provided to users (Natural Disaster links, Executive Orders, etc.).

EXTERNAL LINKS

To facilitate public convenience, the Village networking sites, or websites may contain links to other social networking or websites that are not owned, regularly reviewed, or controlled by the Village. The provision of direct links is not an endorsement or sponsorship of these external sites, content, or hosts. The Village is not responsible for what a user may find on another site, whether operated by the Village. The views and opinions of the authors of documents published on or linked to the Village social networking site or websites do not necessarily state or reflect the opinion, policy, or position of the Village.

The Village is not responsible for the content, quality, accuracy, or completeness of any offsite materials referenced by or linked through the Village social networking sites or websites. By using the Village social networking sites, the user acknowledges and accepts that the risk of injury or damage from viewing, hearing, downloading, or storing such materials rests entirely with the user and that the Village is not responsible for any materials stored on other social networking sites or websites, nor is it liable for any inaccurate, defamatory, offensive, or illegal materials found on other social networking sites or websites. The Village invites users to report any inappropriate content on external sites.

The Village does not endorse any content, viewpoint, products, or services linked from its social networking sites and shall not be held liable for any losses caused by reliance on the accuracy, reliability, or timeliness of such information. The Village does not warrant the accuracy or reliability of or endorse any products or service providers listed or linked to its site.

Links to other social networking sites or websites are approved if they meet the following criteria:

- They are state, regional, local, or federal government agencies, special purpose districts, hospitals, scientific or cultural organizations serving the Village of Palm Springs community and public and private not-for-profit educational institutions.
- They are human service organizations that receive direct support from the Village of Palm Springs.
- They are not-for-profit community festivals and events that are open to the general public and that are sponsored or co-sponsored by the Village of Palm Springs.
- No links are allowed to site containing inappropriate material or to information irrelevant to the Village mission or services.
- The Village's review team, consisting of the Village attorney, IT department, and Social Media committee has the authority to approve external links.
- The Village's Social Media committee is authorized to order removal of material that is noncompliant with these guidelines from the Village social network sites.
- Links shall not be made to sites that are for-profit or those associated with, sponsored by, or serving a candidate for elected office or any political party or organization supporting or seeking to defeat any candidate for elective office or ballot proposal.

SECURITY GUIDELINES

In general, Approved Users should show caution when interacting with external entities, those both known and unknown to the user. If at all in doubt of the legitimacy of any information sent to you, please avoid said information or contact the Social Media Administrator to report the information.

The following guidelines should be adhered to:

- Employ strong passwords which cannot be easily compromised by cyber-attacks.
- Periodically change passwords to Social Media accounts
- Use caution when adding, installing, attaching, or linking to any additional external services or applications that may potentially grant or enable access to the content, information, or posts within the Social Media account.
- Use caution when accessing links received from External Entities.
- Exercise caution when utilizing shortened links (links that have been shortened for ease of relaying the original link), as these may lead to a malicious site. Avoid clicking on shortened links. Consider requesting the link re-sent in another form.
- Be watchful for spoofed emails and/or websites (seemingly official-looking communications that lead the user to a malicious website or attempt to solicit the user's personal or financial information). Consult IT or the Administrator regarding any security-related matter.

TERMS OF USE

It shall be the policy of the Village of Palm Springs that the following agreement must be continuously and conspicuously posted on each Social Media Account established and maintained by the Village of Palm Springs if such capability exists. The agreement shall be posted on the Village website as well.

- Inappropriate comments are subject to deletion by the administrator of this account. If you don't comply with the posting guidelines, an administrator will contact you and your message will be removed. If you post inappropriate content a second time, an administrator will contact you and you will be blocked from posting any more information to the site.
- This forum is not monitored at all times. Do NOT use this forum to report emergencies or time-sensitive issues.

(If comments/public posting are enabled) *Please follow these guidelines when posting:*

- Content containing graphic, obscene, or explicit comments or submissions; or comments that are abusive, threatening, hateful, or intended to defame anyone or any organization; or comments that suggest or encourage illegal activity will not be tolerated.
- Content that promotes, fosters, or perpetuates discrimination based on race, creed, color, age, religion, gender, marital status, status regarding public assistance, national origin, physical or mental disability, gender identity, or sexual orientation will not be tolerated.
- Content posted by persons whose profile picture or avatar, username, or email address contains any of the aforementioned prohibited conduct will not be tolerated.
- Content should be related to the subject matter of the Social Media site where it is posted.

- Solicitations or advertisements are not permitted. This includes promotion or endorsement of any financial, commercial, or non-governmental agency or attempts to defame or defraud anyone.
- Solicitations of businesses or the selling of merchandise will not be permitted
- Information intended to compromise the safety or security of the public or public systems will not be tolerated.
- You participate at your own risk, taking personal responsibility for your comments, your username, and any information provided.
- All comments will be turned off

The appearance of external links on this site does not constitute an official endorsement on behalf of the Village of Palm Springs.

FAILURE TO COMPLY

Non-compliance with this policy may result in any or all the following:

- Limitation or revocation of an individual or Village Department's right to use or participate in Village related Social Media.
- The Village reserves the right to remove posts/content on Social Media accounts that violate this policy. Before removal, the Village will comply with public records laws by archiving posts.
- Corrective or disciplinary actions or sanctions.

Public Records

- All Social Media accounts are subject to public records laws. Anything related to Village content or business whether posted by the Village or citizens is subject to public records request. All requests go through the Village Clerk's office.

GUIDELINES FOR VILLAGE EMPLOYEES' PERSONAL USE OF SOCIAL MEDIA

The Village of Palm Springs recognizes that Villages Employees are free to express their individual opinions on Social Media accounts, pursuant to the rights conferred by the First Amendment to the U. S. Constitution and other applicable laws, provided that they do so in their individual capacity. There are no limitations on the creation and upkeep of personal Social Media accounts by Village employees for sharing private information and personal opinions. However, Village employees should not post or comment on Social Media in a manner that states, suggests, or imply they are speaking on behalf of the Village, without official and express authorization to do so.

Village Employees should assume that there is no expectation of privacy regarding posts on Social Media. Accordingly, any Social Media posts that violate this policy or any other rules of employee conduct may result in disciplinary action.

Employees of the Village are not permitted to use their work email or password in connection with a personal social networking site

No employee of the Village may independently create a Social Media platform that either expressly or implicitly claims to be an official Village platform, nor post on any platform in a manner that indicates or imply speaking in an official Village role on behalf of the Village, without the Village Manager's express consent.

Employees of the Village may follow the Village on its Social Media accounts and may "Like" and share content published by the Village. Staff members are permitted to personally comment on posts about Village business, but in doing so should include a

disclaimer such as: "The postings on this site are my own and do NOT reflect or represent the opinions of the Village of Palm Springs."

Employees who participate in Social Media **as part of their job on behalf of the Village** may also comment on posts about Village business and in doing so should:

- State their names and, if relevant, position at the Village; and
- Confirm the comment and or messaging is consistent with and approved by the Village Manager or Designee.

EFFECTIVE DATE: April 1, 2023



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: HR Department

ITEM #4: Resolution No. 2023-08 - Approve Village of Palm Springs - Tuition Reimbursement Policy

SUMMARY: The Village has identified a need to create a policy for Tuition Reimbursement to provide eligible staff with clear guidelines on the process and approval for tuition reimbursement funds.

This policy defines procedures for the form, approval, and disbursement of funds for Tuition Reimbursement. This policy will encourage eligible employees to pursue formal education that will improve their skills and abilities for the position in which the employee was hired to work in or to qualify for career advancement within the Village. With the creation of the Human Resources department, a policy needed to be created to include them in the process for approval and recording purposes.

The staff is requesting Council approval for the policy to help streamline the process for both employees, and the Finance and HR Departments. It will establish fair and consistent practices for all eligible employees while adhering to specific policies and procedures.

If approved, the policy will be effective October 1, 2023 (FY 2024 Budget Process).

FISCAL IMPACT:

Funds for reimbursement are approved yearly by the budget process.

ATTACHMENTS:

1. Resolution No. 2023-08 Tuition Reimbursement Policy
2. Village of Palm Springs Tuition Reimbursement Program Final

RESOLUTION 2023-08

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE THE EMPLOYEES' TUITION REIMBURSEMENT POLICY AND PROCEDURE, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the purpose of the Village Tuition Reimbursement Policy is to enhance employee knowledge, skills, and abilities; and

WHEREAS, the Tuition Reimbursement Policy establishes a uniform procedure with guidelines for preparing, approving, and disbursing tuition reimbursements for Village employees organization-wide; and

WHEREAS, this policy aims to encourage eligible employees to pursue formal education that will enhance their skills and abilities and foster their career advancement.

WHEREAS, additionally, it will prepare them for career advancement within the Village. Human Resources needed to be involved in approving and monitoring the Tuition Reimbursement Program.

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

Section 1. Village of Palm Springs adopts the Employee Tuition Reimbursement Policy attached hereto as "Exhibit A.

Section 2. A policy incorporating HR into the process for approval and recording is essential for creating the department.

Section 3. This Resolution shall take effect during the FY 24 Budget Process.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this 9th day of March 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

EMPLOYEE TUITION

REIMBURSEMENT PROGRAM

The Village of Palm Springs supports its employees in pursuing educational opportunities. We strive to make the Village a great place to work which means it is important for our employees to have the opportunity to grow within our organization. The purpose of the program is to broaden the knowledge of employees in their fields and/or to provide avenues for career growth within the Village. **All reimbursements are subject to the availability of funds in the Village budget.**

Purpose

The purpose of this program is to provide Village employees assistance with their educational endeavors. This program is available to employees who wish to voluntarily pursue educational advancement or training outside the course of their employment with the Village. Employees who participate in this program will attend classes and complete course work outside of their normal work hours, on their own personal time (no overtime will be approved). When there is a conflict between classes and the employee's job responsibilities, the job responsibility must have priority.

Please note: This program does not apply to courses or training required by the Village. It also does not cover professional licensing and professional development seminars, as any course, training, licensing, or certification that is required by the Village as those approved expenses are covered by professional development funds within each department.

Leave of Absence for Higher Education: The Village will not provide for educational leave when education is initiated by the employee. The employee pursuing higher education goals, whether or not approved for tuition reimbursement, may use their accumulated personal leave, request a leave of absence without pay, or make arrangements to make up the normal hours of work missed. All such arrangements must be approved by the Department Director.

Eligibility

An employee must be employed in a regular full-time position and becomes eligible to participate after completion of the one year [12] month probationary period. The Village Manager may waive the employment tenure requirement for recruitment purposes. The employee must also have satisfactory job performance and not have received any disciplinary action above a verbal reprimand or have been under disciplinary investigation during the entire semester period the employee is requesting reimbursement from this program. If disciplinary investigation is resolved without corrective action, employee is eligible to seek reimbursement under the program.

Employees requesting tuition reimbursement must be enrolled in a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.

Employees must complete course work that is related to their current Village employment or to a position that the employee could reasonably progress to within the Village. Prior to participating in the program, employees must submit an application, as well as a summary statement that indicates how the degree will assist the employee in the current position and/or how the degree could help prepare the employee for a different position within the Village. The Department Director must review and approve prior to submitting to Human Resource. HR will then review the application to determine whether the degree and coursework is eligible.

Once an application is reviewed and approved, HR will determine acceptable coursework under that degree plan. Elective courses must be based on a discipline that applies to municipal government service delivery. The Village Manager will review the requests if the Human Resource Director feels the course warrants additional consideration.

Reimbursement happens after the course ends and proof of tuition cost and grade is verified.

Application

Employees must submit a completed [Employee Tuition Reimbursement Application Form](#) (and attachments as required) to Human Resources, which will include the signature of the employee's Department Director and all related registration paperwork, no later than April 1st for the following fiscal year. It is the responsibility of the Department Director to review and approve the application. If the Department Director disagrees with the application, he/she still must forward the application to Human Resources for their review

and include an explanation for their position. Employees should allow adequate time for review by the Department Director prior to the deadline of

submission to Human Resources. A new application form must be submitted for each academic class within the degree program. Entire program of study must be attached to the application form. Approved classes will be discussed with the employee and department director.

Within forty-five [45] calendar days after the completion of the course, employees must submit a [Tuition Reimbursement Request Form](#) to the Department Director with a copy of the course grade[s] or certificate[s] of completion, validated by the school, along with a copy of the itemized statement of tuition [i.e., bill], showing payment and all financial aid applied. Internet printouts are acceptable, but grades must be validated by the school [i.e., official seal or stamp]. After department director approval the same packet must be sent to Human Resources for final approval. If for some reason grades have not been posted in this time frame employee must get a letter from the school stating such. The employee is responsible for completing the Request for Check which will then be approved by the Department Director and Human Resources.

TUITION REIMBURSEMENT GUIDELINES

1. Tuition Reimbursement Request Forms received more than forty-five [45] days after the last day of class, and those without a complete Employee Tuition Reimbursement Application on file will not be honored or reimbursed.
2. Eligible Expenses and Reimbursement – Full time employees are eligible for reimbursement up to **\$2500** annually, each fiscal year (**subject to the availability of funds in the Village budget**). Request for reimbursement must be submitted to the department director prior to April 1st of each year for budget purposes. Department Director must approve before sending to HR for approval.
3. For courses taken from an accredited college or university, employees will be reimbursed only for tuition and mandatory fees. Reimbursement will be capped monetarily at the amounts previously stated. If an employee is eligible for grants, scholarships or any additional funds, the reimbursement will only be for the amount the employee actually paid/was incurred.
4. The Village will reimburse tuition and mandatory fees requested such as but not limited to lab fees, library fees, student center fees, automated services and records processing fees, registration fees, student services fees and identification card fees. Employees will not be reimbursed for the cost of books, course supplies, parking, late fees, penalties, orientation fees, applications for graduation, installment fees, transportation fees, decal fees, costs related to acquiring official transcripts or certificates, housing, or any other costs other

than those described above.

5. Student loans do not affect the reimbursable amount because the student must repay the loan.
6. The tuition/fee reimbursement for completed courses to approved employees is as follows:
 - Grade A = 100% Reimbursement
 - Grade B = 75% Reimbursement
 - Grade C = 50% Reimbursement
 - Grade D = 0% Reimbursement
7. If the employee leaves the Village voluntarily or involuntarily within one (1) year after completion of such educational class, the employee will reimburse the Village for all Village funds invested in such educational class. If the employee leaves the Village within one (1) to two (2) years after the completion of such educational class, the employee will reimburse the Village for one-half (1/2) of the Village funds invested for such educational class." Funds will be subtracted from PLT/Comp balance upon leaving the Village. If balance owed is not covered by remaining leave banks employee will be responsible to pay the difference.
8. There will be no reimbursement if an employee repeats a course for which they have already been reimbursed.
9. The employee is required to submit documentation of any other financial assistance received [GI or VA benefits, federal or state grants, scholarships, etc.]. Reimbursement will be coordinated in conjunction with any other financial assistance and will not exceed 100% of the cost of tuition and fees as defined above. The amount requested for reimbursement [total eligible tuition and fees, minus other financial assistance received] will be subject to the level of academic success [i.e., 100% for A, 75% for B, etc.], not the full total eligible tuition and fees. All reimbursements are subject to the availability of funds in the Village's budget.

Effective Date: April 1, 2023 (for Fiscal Year 2024)



Employee Tuition Reimbursement Application

Human Resources Department

Employee Information

Name: _____
Last First Middle Employee ID
Employee Info: _____
Date of Hire Current Position Title Department

School and Course Information

School Name: _____

Accredited (please circle one): Yes or No

Reimbursement Categories: (Check the appropriate category)

____ **A. College Tuition – Degree Program** ____ **B. Individual Courses**
____ 1. Associate ____ 1. College/University Courses
Degree
____ 2. Bachelor
Degree
____ 3. Masters
Degree

Do you have a current degree plan on file with the Human Resources Department? Yes _____ No _____

Are all courses for which you are requesting reimbursement on your current degree plan? Yes _____ No _____

*If you are applying for reimbursement under a degree program, **you must have a current degree plan on file.** If your degree plan changes, you must submit a new degree plan. If an individualized plan cannot be submitted, you must submit a recommended plan (i.e., course catalog recommendations) or a letter of approval from the school stating that the courses you have chosen fall under your plan.*

If course is an elective on an approved degree plan, describe how this course benefits your professional goals and the Village of Palm Springs:

I hereby certify that the information provided in this application is accurate. I understand that reimbursement is subject to the terms and conditions of the Village of Palm Springs Tuition Reimbursement Program Policy. Failure to follow any of the Villages policy requirements may result in no reimbursement. If I leave the Village voluntarily or involuntarily within one (1) year after completion of such educational class, I will reimburse the Village for all Village funds invested in such educational class. If I leave the Village within one (1) to two (2) years after the completion of such educational class, I will reimburse the Village for one-half (1/2) of the Village funds invested for such educational class." Funds will be subtracted

Applicant Signature _____ Date _____

	Approved	Disapproved	Date
Department Director			
Human Resources Department			

from PLT/Comp balance upon leaving the Village. If funds are not covered by remaining leave banks employee will be responsible to pay the difference.

Applicant Signature

Date

	Approved	Disapproved	Date
Department Director			
Human Resources Department			



Employee Tuition Reimbursement Request Form

Human Resources Department

Employee Information

Name: _____
 Last First Middle Employee ID
 Employee Info: _____
 Date of Hire Current Position Title Department

School and Course Information

School Name: _____

Course Info: _____

(attach schedule)	Course #	Course Name	Start Date	# Credit Hours
	Course #	Course Name	Start Date	# Credit Hours
	Course #	Course Name	Start Date	# Credit Hours

Tuition Information: _____
 Tuition Cost Required Fees Total Cost (attach receipt)

Attach a copy of your itemized tuition receipt, current tuition schedule, and class schedule.

Reimbursement Categories: (Check the appropriate category)

_____ **A. College Tuition – Degree Program** _____ **B. Individual Courses**
 _____ 1. Associate _____ 1. College/University Courses
 Degree
 _____ 2. Bachelor
 Degree
 _____ 3. Masters
 Degree

This form accompanies your Request for Check. All required backup must be attached for approval. The employee must complete this form when requesting reimbursement. Department Director signature is required. Once Department Director signs please submit to HR for final approval. HR will then approve and send to Finance for processing or return for corrections.

I hereby certify that the information provided in this application is accurate. I understand that reimbursement is subject to the terms and conditions of the Village of Palm Springs Tuition Reimbursement Program Policy. Failure to follow any of the Villages policy requirements may result in no reimbursement. If I leave the Village voluntarily or involuntarily within one (1) year after completion of such educational class, I will reimburse the Village for all Village funds invested in such educational class. If I leave the Village within one (1) to two (2) years after the completion of such educational class, I will reimburse the Village for one-half (1/2) of the Village funds invested for such educational class." Funds will be subtracted from PLT/Comp balance upon leaving the Village. If funds are not covered by remaining leave banks employee will be responsible to pay the difference.

Please Note* This form is required for each request for reimbursement.

Applicant Signature

Date

	Approved	Disapproved	Date
Department Director			
Human Resources Department			

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

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*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

February 27, 2023

VIA EMAIL ONLY

Mayor and Council
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
mbornstein@vpsfl.org

Re: Waiver of possible conflict of interest arising from Torcivia, Donlon, Goddeau &
Rubin, P.A.'s ("Firm") legal representation of the City of Lake Worth Beach ("City")
regarding the Subregional Wastewater Interlocal Agreement

Dear Mayor and Council:

As you are aware, the Village is a member of the Subregional Wastewater System ("Subregional"). In addition to representing the Village (Village attorney) our firm also represents three other members of the Subregional: The City of Lake Worth Beach (City attorney), the Town of South Palm Beach (Town attorney), and the City of Atlantis (Special Counsel-employment law), (collectively "the municipalities"). The City of Lake Worth Beach has requested that we represent them in drafting a proposed amendment to the Agreement.

As a result of our representation of the municipalities, as described above, a conflict of interest within the meaning of the Rules Regulating the Florida Bar would be created if we were to represent any of the municipalities. Specifically, Rule 4-1.7 of the Florida Rules of Professional Conduct states that a lawyer shall not represent a client if: (1) the representation of one client will be directly adverse to another client; or (2) there is a substantial risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer. Although the Firm's representation of the Village is wholly unrelated to the representation of the municipalities, the representation of the municipalities could create a potential conflict of interest, for example, when the Firm participates in the negotiation of the Subregional Wastewater System Interlocal Agreement on the Village's behalf because the municipalities would also be clients of the Firm. The primary risk arising from this type of potential conflict is that the representation of one client may be materially limited or less than zealous due to the representation of another client.

Rule 4-1.7 allows a client to consent to its attorney's representation of another client notwithstanding a conflict. The Rule provides that "Notwithstanding the existence of a conflict of interest...a lawyer may represent a client if: (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing or clearly state on the record at a hearing." Informed consent is defined in the Rules as "the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct."

We believe that our Firm will be able to provide competent and diligent representation of the Village and of the municipalities without resulting in any adverse impacts on any of these working relationships. The Firm's representation of the municipalities is not prohibited by law, and the Firm will not simultaneously represent both the municipalities and the Village in any proceeding wherein their respective positions will be adverse to one another. As outlined above, the Firm has provided the information and explanation necessary for the Village to provide informed consent hereunder. Under these circumstances, we believe that a waiver of the conflict of interest and the Village's consent to our representation of the municipalities would be ethically permissible.

By her signature below, the Mayor, on behalf of the Village Council, acknowledges that the Village is providing its informed consent to the Firm's representation of the municipalities in certain matters and is waiving the resulting potential conflict of interest. If, at any time, the Village has any concerns regarding our representation of the municipalities, we request that it be brought to our attention immediately. Further, if the Village has any questions concerning this letter or otherwise, please do not hesitate to contact me.

Sincerely,



GLEN J. TORCIVIA, ESQ.
GJT/ar

c: Michael Bornstein

Agreed to this ____ day of _____, 2023

By: _____
Bev Smith, Mayor
On behalf of the Village Council
of the Village of Palm Springs



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Administration

ITEM #6: Resolution No. 2023-14 Support Senate Bill (SB 350) and House Bill (HB 235) - Alternative Mobility Funding Systems

SUMMARY: The Village Manager recommends support of HB 235 and SB 350 (Robinson, W.), which clarifies how local governments can adopt a mobility plan and charge a mobility fee. Developers pay a mobility fee to local governments to cover the costs of improvements required to mitigate the development's impact on transportation systems. Within an area that is within a mobility plan, a transportation impact fee or fee that is not mobility-based would not be allowed. In addition, once adopted or updated, the bills require that mobility fees be updated every five years.

A local government must follow comprehensive requirements when implementing a mobility plan and charging for mobility. A revision of the impact fee statute, amended substantially during the 2021 legislative session, was also made in the bills. A certain amount can only increase impact fees; a phase-in period is required based on the amount. However, current law also provides an exception to the impact fee increase process by allowing increases to be more significant than the requirements of the governmental entity and establishing the need for the increased fee under the rational nexus test. A study (completed within the past 12 months) showing extraordinary circumstances requires an increase, at least two public workshops are held, and a vote of 2/3 is required to approve the increase. The bills will eliminate this exception to impact fee increases. Impact fees must comply with the law's increased limits and phase-in requirements.

If approved, the Village Clerk must forward a copy of Resolution No. 2023-14 to Senate President Senator Kathleen Passidomo, Speaker of the House Representative Paul Renner, Senator Jason Brodeur, Representative William "Will" Robinson, and the Palm Beach County Legislative Delegation.

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution No. 2023-14 Support of Alternative Mobility Funding

RESOLUTION NO. 2023-14

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, EXPRESSING ITS SUPPORT FOR SENATE BILL SB 350 (2023) AND HOUSE BILL HB 235 (2023), ACTS RELATING TO ALTERNATIVE MOBILITY FUNDING SYSTEMS AND CALLING ON THE FLORIDA STATE LEGISLATURE TO ADOPT THE SUBJECT LEGISLATION, CLARIFYING ALTERNATIVE MOBILITY FUNDING SYSTEMS, IMPROVING EVERY LOCAL GOVERNMENT'S ABILITY TO DEVELOP AND IMPLEMENT MOBILITY PLANS AND FUNDING SYSTEMS AS AN ALTERNATIVE TO TRAFFIC CONCURRENCY, THEREBY REFOCUSING TRANSPORTATION METHODS FROM THE MOVEMENT OF AUTOMOBILES TO THE MOVEMENT OF PEOPLE FOR THE BENEFIT OF BOTH THE DEVELOPMENT COMMUNITY AND THE PUBLIC AT LARGE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the public purpose and intent of SB 350 (2023) filed by Senator Jason Brodeur (R-Lake Mary) and HB 235 (2023) filed by Representative William "Will" Robinson (R-Bradenton) is to revise and clarify state statutes related to alternative mobility funding systems in the State of Florida to provide an alternative means of addressing and mitigating the transportation needs precipitated by new development; and

WHEREAS, the Village has developed and implemented a mobility plan and funding system as an alternative to transportation concurrency; and

WHEREAS, the Village implemented a mobility plan and funding system as a means of refocusing the Village's transportation mitigation strategy onto alternative transportation methods that are concentrated on the movement of people and away from road building with a concentration on moving automobiles; and

WHEREAS, both SB 350 and HB 235 clarify that development cannot be charged twice for the same transportation impacts, a mobility plan and fee must fully mitigate a development's transportation impacts, only the local government issuing the building permit for the development may charge a fee within the mobility plan area, and that payment of a mobility fee shall be deemed to have fully mitigated the development's full transportation impacts; and

WHEREAS, the Village recognizes that this legislation will benefit and encourage infill development and redevelopment that is supportive of the construction of desperately needed workforce housing; and

WHEREAS, creatively moving people through alternative modes of transportation, such as high-speed rail, light rail, micro-buses, small EV's, ride-share, electric carts and bikes, and improved pedestrian connections, is beneficial to both the economy and the environment; and

WHEREAS, the Village Council deems approval of this Resolution and the adopting of SB 350 and HB 235 into law to be in the best interests of the health, safety, and welfare of the residents and citizens of the Village of Palm Springs, the development and business community, and the public at large.

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

SECTION 1. The foregoing recitals are hereby affirmed and ratified.
SECTION 2. The Village Council of the Village of Palm Springs supports the public purpose and intent of SB 350 (2023) filed by Senator Jason Brodeur (R-Lake Mary) and HB 235 (2023) filed by Representative William "Will" Robinson (R-Bradenton) to revise and clarify state statutes related to

alternative mobility funding systems in the State of Florida to provide an alternative means of addressing and mitigating the transportation needs precipitated by new development.

SECTION 2. The Village Clerk is hereby directed and authorized to forward a copy of this Resolution to Senate President Senator Kathleen Passidomo (R-Naples), Speaker of the House Representative Paul Renner (R-Palm Coast), Senator Jason Brodeur (R-Lake Mary), Representative William "Will" Robinson (R-Bradenton), and the Palm Beach County Legislative Delegation.

SECTION 3. This Resolution shall become effective immediately upon adoption.

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:

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Administration

ITEM #7: Appointment to the Police Officers' Pension Board of Trustees

SUMMARY: On September 14, 2022, Assistant Police Chief Robert Perez resigned from the Police Officers' Pension Board of Trustees. This left a vacancy for a Resident Member on the pension board to fill an unexpired term that ends on September 30, 2023.

Mr. Donald Bell expressed an interest in becoming a resident member of the Police Officers' Pension Board of Trustees. If appointed, he will serve an unexpired term that ends September 30, 2023.

If approved, the Police Officers' Pension Board of Trustees would have one (1) vacancy for a Resident Member.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: HR Department

ITEM #8: Approve Employee Medical, Dental & Other Benefits (FY 2023 Budget Funded)

SUMMARY: Recently, the Gehring Group, the Village's contracted benefits broker, secured a fair renewal offer with the Village's current insurance carrier, Humana, as well as additional options with lower points for consideration.

Staff recommends renewing with Humana with the dual-option plan design at an 8% increase. This was the most cost-effective option after going out onto the market for carrier comparisons. Marketing had provided validation of the renewal rates as Florida Blue and Aetna were non-competitive by a significant margin, but a competitive offer from Cigna Healthcare did signal to Humana that they needed to revisit rates in order to increase the chance of maintaining their partnership with The Village. Employee Deductions will remain the same for the Humana Premier HMO Plan option.

The Village has been insured with Humana since 2018, and during that time has had a single in-network open-access plan. This year, it was decided that The Village would look at a second plan option in order to provide employees with a lower-cost option and the ability to better match their individual healthcare needs. The table below outlines the 5-year renewal increases, which includes the upcoming plan year renewal (after negotiations) for both the single-plan option and the dual-plan option (which assumes a conservative ~9% plan migration to the buy-down plan).

5-Year Medical Insurance Renewal Increases

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024 (Single Opt.)	2023-2024 (Dual Opt.)
0.0%	1.0%	0.0%	11.5%	9.3%	8.0%

If approved, the Village would extend the current Agreement for an additional one (1) year term, beginning April 1, 2023, and ending March 31, 2024, for medical, dental, and vision benefits. Funding to support the proposed annual premiums is included within the approved FY 2023 Budget (and will be presented for approval within the FY 2024 Budget). The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Gehring Group and staff recommend the following for your consideration:

Health Insurance - Humana Premier HMO Plan: Remains the same

- Continuation of Humana's annual biometric screenings, angio-screening, and their Go365 wellness platform for employees.

- Employees will still have access to both Quest and LabCorp.
- Maintain current wellness initiatives (i.e., Health Fair, Smoking Cessation, etc.)
- Humana's Premier Network is seamless, meaning that enrolled members can travel outside of the state and access care with an in-network HMO Premier provider.
- Employee Assistance Program (EAP) sessions remain at six (6) sessions
- Humana staff will be available to meet with Village staff

Introduction of Humana Base Plan:

- Lower cost option with higher deductibles

Dental - Humana:

- Remains the same

Vision – Humana (Voluntary Product):

- Remains the same

Group Basic Life with AD&D – Mutual of Omaha to The Standard:

- Remains the same
- Rates are guaranteed for a three (3) year period (scheduled to expire on March 31, 2025).

Group Supplemental (Voluntary) Products:

- No change in employee rates
- The Village will continue to offer various group supplemental products that are voluntary to provide our employees with additional benefits at a lower cost for accidents, critical illness, and hospital indemnity.
- Existing individual supplemental products may be maintained by employees; however, they will be direct billed (payroll deduction will not be available).
- The Village will continue to offer Pet Insurance (direct billed) and Identity Theft Protection as supplemental products that are voluntary to provide employees with additional benefits at a lower cost.

Benefits Administration:

- BenTek – will continue to provide online enrollment benefits for employees and our Human Resources and Finance staff with an administration system that streamlines the enrollment process and provides various reports and audit features to ensure the integrity of data between our payroll system and BenTek.
- Third-party administrators are recommended to continue to be utilized to assist in monitoring and managing the Village's various federally required benefit programs. These programs are expected to provide additional compliance/legal support and remove the liability associated with staff handling documents containing protected health information:

1. Family Medical Leave (FMLA) Basic FMLA Ease

2. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) Humana
3. Flexible Spending Accounts (FSA) P&A

If approved, enrollment will begin March 10th through March 19th, 2023 as the new plan's effective date is April 1, 2023.

Note: The Service Employees International Union/Florida Public Services Union (SEIU) and the Palm Beach County Police Benevolent Association (PBA) memberships have been notified of the proposed employee benefit plan changes as well as the recommendation for the upcoming plan year. At this time, we are awaiting the PBA and SEIU approval.

FISCAL IMPACT:

The proposed cost/rates for employee benefit premiums are included within the FY 2023 Budget. Funding will be proposed within the FY 2024 Budget to be considered by the Village Council during the upcoming budget process. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Our employees will continue to be provided with a high level of insurance benefits.

ATTACHMENTS:

1. VPS - Renewal Recommendation Packet 2023-2024



Renewal Recommendation
Plan Year Effective Date: April 1, 2023

February 9, 2023

Prepared by:



3500 Kyoto Gardens Ave.
Palm Beach Gardens, Florida 33410
Telephone: (561) 626-6797
Fax: (561) 626-6970
www.gehringgroup.com



BACKGROUND

The Village of Palm Springs offers group medical, dental, vision, life, dependent life, supplemental life, long-term disability insurance and worksite products to current employees, COBRA participants, retirees and their eligible dependents.

Claims report tracking and preliminary discussions with the medical carrier, Humana, indicated that The Village was set to experience a large increase (roughly 20%) on renewal. The loss ratio for the plan year was looking at about 122% and rolling 12 months was sitting at 98%. With that in mind, the decision to market medical was made in order to provide additional renewal options as well as to check the market and validate rates. While Humana has provided a rate pass on the dental and vision coverages, these coverage's rate holds were tied to the medical renewal, so the decision was also made to market those lines in the event that the medical carrier was changed.

The Village has been insured with Humana since 2018, and during that time has had a single in-network open access plan. This year, it was decided that The Village would look at a second plan option in order to provide employees with a lower-cost option and the ability to better match their individual health care needs. The below table outlines the 5-year renewal increases, which includes the upcoming plan year renewal (after negotiations) for both the single-plan option and the dual-plan option (which assumes a conservative ~9% plan migration to the buy-down plan).

5-Year Medical Insurance Renewal Increases

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024 (Single Opt.)	2023-2024 (Dual Opt.)
0.0%	1.0%	0.0%	11.5%	9.3%	8.0%



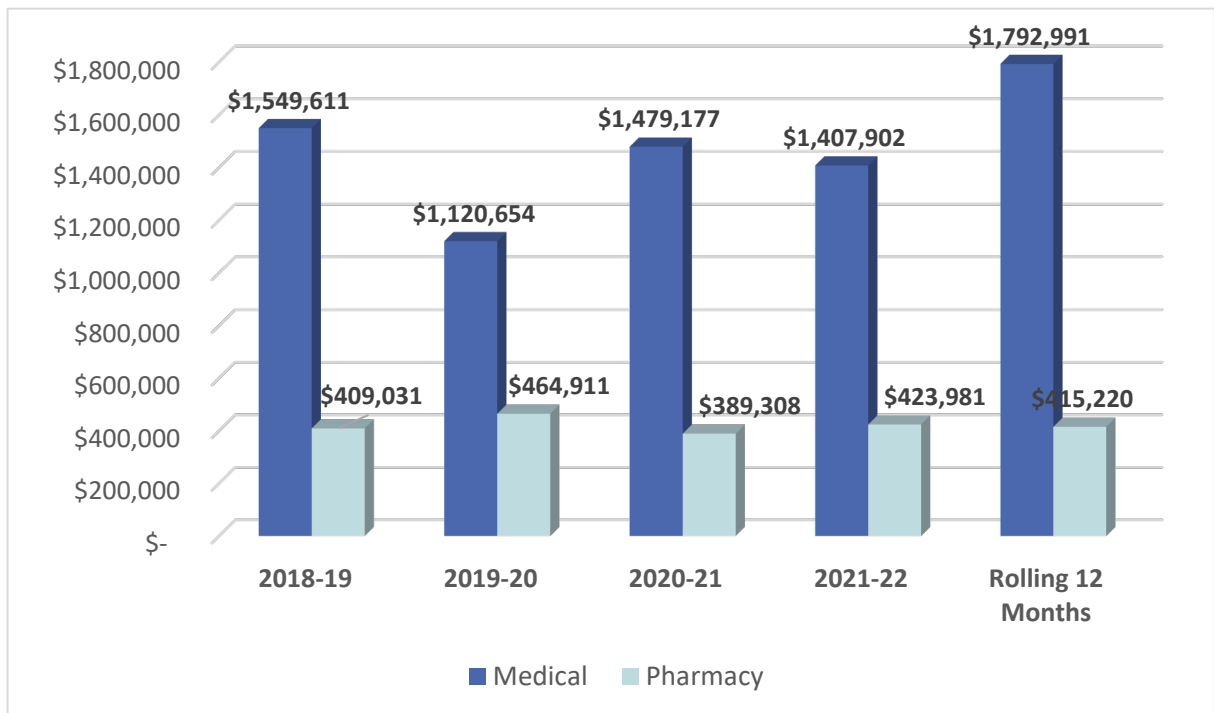
MEDICAL COVERAGE - RENEWAL

The medical insurance market is continuing to see large trend increases year over year, which is once more looking to be roughly around the 10% mark. With that in mind, marketing of the medical had provided validation of the renewal rates as Florida Blue and Aetna were non-competitive by a significant margin, but a competitive offer from Cigna did signal to Humana that they needed to revisit rates in order to increase the chance of maintaining their partnership with The Village.





Exhibit I – Medical & Pharmacy Claims Spend



Per the above chart, claims have grown significantly in the past 12 months. Claims tracking and discussion with Humana has indicated that a large piece of this was driven by large claimants, and that prognosis of those large claimants indicates many of those will not persist moving forward. This information—combined with the previously-mentioned market data—has helped to drive the renewal down to 9.3%/8.0% from 15.3%. Humana also offers the Go365 wellness program to eligible employees and dependents, and their renewal proposal includes a wellness fund of \$30,000.

The Gehring Group also provided an alternative cost-sharing scenario for review and consideration with the intent of maintaining flat employee contributions for the upcoming plan year. The cost-sharing scenario maintains flat contributions for employees on the base plan, while providing lower contributions for both employee and employer on the buy-down plan. Selection of this scenario would result in an increase of 11.1% (\$217,160) to the employer contribution portion, to a total of \$2,181,827.



MEDICAL COVERAGE - PROPOSAL

In seeking medical proposals, only one carrier, Cigna, had provided a competitive offer. Their plan provided slight benefit increases in advanced imaging and specialty pharmacy, with a slight benefit decrement in tier 3 mail order. Their premium was roughly 1% more than the Humana final renewal premium.



DENTAL COVERAGE - RENEWAL

In addition to the medical insurance, group dental insurance is offered to employees and dependents through Humana. The current dental program consists of a fully insured Preferred Provider Organization (PPO) which provides benefits regardless of the dentist's participation in the network. Humana's renewal for the current plan was negotiated to a rate hold with no plan changes, pending renewal of medical with Humana.

DENTAL COVERAGE - PROPOSAL

Results for dental marketing were limited to Cigna; they were the only to provide a proposal alongside their medical. Cigna coverage had mostly slight deviations in plan design, with the exception of a larger plan year maximum but came in at 21.2% over the Humana renewal—which would result in a yearly cost increase of \$20,578.



VISION COVERAGE - RENEWAL

The Village also offers a vision plan through Humana. This benefit is 100% paid by the employees through payroll deductions. The current plan is structured with a \$10 exam copay and \$15 materials copay. The current plan also provides a \$130 allowance toward the purchase of frames and contacts at participating providers. The Village has been insured with Humana for vision since 2020. The plan has been negotiated to a rate hold pending renewal of the medical with Humana.

VISION COVERAGE - PROPOSAL

Vision marketing results were similarly limited to Cigna, as the other medical carriers provided no packaged vision with their medical proposal. The Cigna vision proposal had a slightly better rate guarantee duration of 36 months, and a better out of network reimbursement, but with a 25.2% higher premium than the Humana renewal—which would result in a yearly cost increase of \$2,547.



BASIC GROUP LIFE INSURANCE - RENEWAL

The Village offers basic group life to all active employees working 40 hours per week, at no cost to the employees. This coverage includes a dependent benefit for spouses and children.

The Standard is the current basic life carrier, and the rates are guaranteed until 2025.



VOLUNTARY GROUP LIFE INSURANCE - RENEWAL

In addition to basic life coverage provided by the Village, employees and spouses have the option to purchase additional life insurance on a voluntary basis. The voluntary life insurance plan similarly allows employees to purchase supplemental life insurance in increments of \$10,000 to a maximum amount of five times their annual salary or \$300,000, with an increased Guaranteed Issue amount of \$250,000. Additionally, the plan allows spouses to purchase increments of \$5,000 up to a maximum of \$100,000. Voluntary life rates are determined by employees' and spouses' ages.

The Standard is the current voluntary group life carrier, and the rates are guaranteed until 2025.



VOLUNTARY LONG TERM DISABILITY INSURANCE - RENEWAL

Employees also have the option of purchasing long-term disability coverage on a voluntary basis. The voluntary long-term disability plan allows employees to purchase long-term disability coverage in increments of \$100 to a maximum amount of 60% of their monthly salary or \$6,000.

The Standard is the current voluntary long-term disability carrier, and the rates are guaranteed until 2025.



EMPLOYEE ASSISTANCE PROGRAM (EAP)

The current employee assistance program is sponsored by the Village and is offered through Humana to all employees and their family members. The Employee Assistance Program provides confidential assistance with the daily stressors of life and work. Employees, dependents and household members are currently offered six face-to-face sessions (per issue). Humana's renewal came in at a change from \$0.66 per employee per month (PEPM), to \$0.95 per employee per month (PEPM).



RECOMMENDATION SUMMARY

Medical & Prescription Drug – Gehring Group and staff recommend renewing with Humana with the dual-option plan design at an 8% increase. The offer includes a wellness budget of \$30,000 as well as access to the Go365 online wellness platform and an assigned wellness coordinator to support the Village in planning and initiatives.

Dental Insurance – Gehring Group and staff recommend renewing with Humana as it is a flat renewal pending renewal of the medical.

Vision Insurance – Gehring Group and staff recommend renewing with Humana as it is also a flat renewal pending renewal of the medical.

Basic Group Life and Voluntary Life – Gehring Group and staff recommend renewing with The Standard as the rates are guaranteed flat until 2025.

Long-Term Disability Insurance - Gehring Group and staff recommend renewing with The Standard as the rates are guaranteed flat until 2025.

Employee Assistance Program - Gehring Group and staff recommend renewing with Humana alongside the medical, dental, and vision for greater benefit cohesion.

OVERALL SUMMARY

Renewal of dual-option medical, dental, and vision with Humana (along with Standard life and disability), results in a yearly increase of 8.9% (\$224,358) to the plan, totaling \$2,742,051.

With selection of the suggested cost-sharing scenario, this would result in a yearly increase of 10.5% (\$217,748) to the employer contribution, totaling \$2,291,592.

EXHIBITS



Village of Palm Springs
Medical Insurance Evaluation
Effective Date: April 1, 2023

		Current	Renewal	Market Renewal	Proposal 1	Multi-Line Discount Proposal 1
Carrier		Humana	Humana	Humana	Cigna	Cigna
Plan Name / Network		HMO Premier Open Access 16 Copay	HMO Premier Open Access 16 Copay	HMO Premier Open Access 16 Copay	OAPIN Buy Up	OAPIN Buy Up
Calendar Year Deductible (CYD)		In-Network	In-Network	In-Network	In-Network	In-Network
Single		\$300	\$300	\$300	\$300	\$300
Family		\$600	\$600	\$600	\$300/\$600	\$300/\$600
Out of Pocket Maximum						
Single		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Family		\$10,000	\$10,000	\$10,000	\$5,000/\$10,000	\$5,000/\$10,000
Coinsurance		0%	0%	0%	0%	0%
Office Visits						
Primary Care Physician		\$25	\$25	\$25	\$25	\$25
Specialist Physician		\$40	\$40	\$40	\$40	\$40
Preventive Services		No Charge	No Charge	No Charge	No Charge	No Charge
Urgent Care Center		\$40	\$40	\$40	\$40	\$40
Independent Testing Facility						
Lab / X-Ray		No Charge / No Charge	No Charge / No Charge	No Charge / No Charge	No Charge / No Charge	No Charge / No Charge
Advanced Imaging - CT, PET, MRI		No Charge after CYD	No Charge after CYD	No Charge after CYD	No Charge	No Charge
Hospital Services						
Inpatient Hospital		No Charge after CYD	No Charge after CYD	No Charge after CYD	No Charge after CYD	No Charge after CYD
Outpatient Hospital		No Charge after CYD	No Charge after CYD	No Charge after CYD	No Charge after CYD	No Charge after CYD
Emergency Room		\$300	\$300	\$300	\$300	\$300
Mental Health/Substance Abuse						
Inpatient Hospital Services		No Charge after CYD	No Charge after CYD	No Charge after CYD	No Charge after CYD	No Charge after CYD
Outpatient Services (Per Visit)		No Charge	No Charge	No Charge	No Charge	No Charge
Outpatient Office Visit		\$25	\$25	\$25	\$25	\$25
Prescription Drugs						
Tier 1		\$10	\$10	\$10	\$10	\$10
Tier 2		\$40	\$40	\$40	\$40	\$40
Tier 3		\$60	\$60	\$60	\$60	\$60
Specialty		25%/35% coinsurance	25%/35% coinsurance	25%/35% coinsurance	25% coinsurance	25% coinsurance
Mail Order		\$25/\$100/\$150	\$25/\$100/\$150	\$25/\$100/\$150	\$25/\$100/35%	\$25/\$100/35%
Rates	Lives					
Employee	71	\$677.54	\$781.41	\$740.75	\$748.16	\$740.68
Employee + Spouse	24	\$1,416.05	\$1,633.13	\$1,548.17	\$1,563.84	\$1,548.20
Employee + Child(ren)	30	\$1,342.65	\$1,548.48	\$1,467.92	\$1,483.03	\$1,468.20
Employee + Family	38	\$2,039.40	\$2,352.04	\$2,229.68	\$2,252.31	\$2,229.79
Monthly Premium	163	\$199,867	\$230,507	\$218,515	\$220,730	\$218,523
Annual Premium		\$2,398,407	\$2,766,086	\$2,622,177	\$2,648,762	\$2,622,275
\$ Increase/Decrease		N/A	\$367,679	\$223,770	\$250,356	\$223,868
% Increase/Decrease		N/A	15.3%	9.3%	10.4%	9.3%

\$30k Wellness Fund

\$30k Wellness Fund

\$30k Wellness Fund

\$30k Wellness Fund

\$30k Wellness Fund

Village of Palm Springs
Medical Insurance Evaluation
Effective Date: April 1, 2023

		Current	Renewal Alternate	Market Renewal	Proposal 1	Multi-Line Discount Proposal 1
Carrier		Humana	Humana	Humana	Cigna	Cigna
Plan Name / Network		HMO Premier Open Access 16 Copay	HMO Premier Open Access 16 Copay (Mod)	HMO Premier Open Access 16 Copay (Mod)	OAPIN Base	OAPIN Base
Calendar Year Deductible (CYD)		In-Network	In-Network	In-Network	In-Network	In-Network
Single		\$300	\$750	\$750	\$750	\$750
Family		\$600	\$1,500	\$1,500	\$750/\$1,500	\$750/\$1,500
Out of Pocket Maximum						
Single		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Family		\$10,000	\$10,000	\$10,000	\$5,000/10,000	\$5,000/10,000
Coinsurance		0%	10%	10%	10%	10%
Office Visits						
Primary Care Physician		\$25	\$30	\$30	\$30	\$30
Specialist Physician		\$40	\$50	\$50	\$50	\$50
Preventive Services		No Charge	No Charge	No Charge	No Charge	No Charge
Urgent Care Center		\$40	\$40	\$40	\$40	\$40
Independent Testing Facility						
Lab / X-Ray		No Charge / No Charge	No Charge / No Charge	No Charge / No Charge	No Charge / No Charge	No Charge / No Charge
Advanced Imaging - CT, PET, MRI		No Charge after CYD	10% after CYD	10% after CYD	No Charge	No Charge
Hospital Services						
Inpatient Hospital		No Charge after CYD	10% after CYD	10% after CYD	10% after CYD	10% after CYD
Outpatient Hospital		No Charge after CYD	10% after CYD	10% after CYD	10% after CYD	10% after CYD
Emergency Room		\$300	\$350	\$350	\$350	\$350
Mental Health/Substance Abuse						
Inpatient Hospital Services		No Charge after CYD	10% after CYD	10% after CYD	No Charge after CYD	No Charge after CYD
Outpatient Services (Per Visit)		No Charge	10%	10%	No Charge	No Charge
Outpatient Office Visit		\$25	\$30	\$30	\$25	\$25
Prescription Drugs						
Tier 1		\$10	\$15	\$15	\$15	\$15
Tier 2		\$40	\$45	\$45	\$45	\$45
Tier 3		\$60	\$70	\$70	\$70	\$70
Specialty		25%/35% coinsurance	25%/35% coinsurance	25%/35% coinsurance	25% coinsurance	25% coinsurance
Mail Order		\$25/\$100/\$150	\$37.50/\$112.50/\$175	\$37.50/\$112.50/\$175	\$38/\$113/35%	\$38/\$113/35%
Rates	Lives					
Employee	71	\$677.54	\$701.71	\$665.22	\$662.31	\$655.69
Employee + Spouse	24	\$1,416.05	\$1,466.55	\$1,390.29	\$1,384.65	\$1,370.80
Employee + Child(ren)	30	\$1,342.65	\$1,390.54	\$1,223.43	\$1,313.07	\$1,299.94
Employee + Family	38	\$2,039.40	\$2,112.13	\$2,002.30	\$1,994.32	\$1,974.38
Monthly Premium	163	\$199,867	\$206,996	\$193,388	\$195,432	\$193,478
Annual Premium		\$2,398,407	\$2,483,949	\$2,320,655	\$2,345,182	\$2,321,731
\$ Increase/Decrease		N/A	\$85,542	-\$77,752	-\$53,224	-\$76,676
% Increase/Decrease		N/A	3.6%	-3.2%	-2.2%	-3.2%

\$30k Wellness Fund

\$30k Wellness Fund

\$30k Wellness Fund

\$30k Wellness Fund

\$30k Wellness Fund

		Current	Renewal	Proposal 1	Multi-Line Discount Proposal 1
SCHEDULE OF BENEFITS		Humana	Humana	Cigna	Cigna
		Traditional Preferred with Extended Annual Max	Traditional Preferred with Extended Annual Max	Total Cigna DPPO	Total Cigna DPPO
Plan Basics		In-NetworkNon-Network	In-NetworkNon-Network	In-NetworkNon-Network	In-NetworkNon-Network
Calendar Year Maximum		\$1,000	\$1,000	\$1,500	\$1,500
Preventive Services Waived from Plan Annual Maximum?		Yes	Yes	Yes	Yes
Annual Deductible					
Single		\$50\$50	\$50\$50	\$50\$50	\$50\$50
Family		\$150\$150	\$150\$150	\$150\$150	\$150\$150
Deductible Waived for Preventive Services?		Yes	Yes	Yes	Yes
Preventive & Diagnostic					
Routine Oral Exam		No Charge - 3X	No Charge - 3X	No Charge - 2X	No Charge - 2X
Teeth Cleaning		No Charge - 3X	No Charge - 3X	No Charge - 2X	No Charge - 2X
Full Mouth/Panoramic X-Rays		No Charge - 1X per 5YR	No Charge - 1X per 5YR	No Charge - 1X per 3YR	No Charge - 1X per 3YR
Basic					
Amalgam Fillings		80% after CYD80% after CYD	80% after CYD80% after CYD	80% after CYD80% after CYD	80% after CYD80% after CYD
Simple Extractions		80% after CYD80% after CYD	80% after CYD80% after CYD	80% after CYD80% after CYD	80% after CYD80% after CYD
Endodontics		Covered as Major, 50% after CYDCovered as Major, 50% after CYD	Covered as Major, 50% after CYDCovered as Major, 50% after CYD	80% after CYD80% after CYD	80% after CYD80% after CYD
Periodontal Scaling		80% after CYD80% after CYD	80% after CYD80% after CYD	80% after CYD80% after CYD	80% after CYD80% after CYD
Major					
Full or Partial Dentures		50% after CYD50% after CYD	50% after CYD50% after CYD	50% after CYD50% after CYD	50% after CYD50% after CYD
Crowns		50% after CYD50% after CYD	50% after CYD50% after CYD	50% after CYD50% after CYD	50% after CYD50% after CYD
Orthodontia (Up to Age 19)					
Benefit		50%	50%	50%	50%
Lifetime Maximum		\$2,000	\$2,000	\$2,000	\$2,000
Service Information					
Out of Network Benefits Payable Level*		U&C (MAF)	U&C (MAF)	90th Percentile	90th Percentile
Waiting Period		None	None	None	None
Rate Guarantee	Lives	Expires 3/31/2023	24 Months	24 Months	24 Months
Employee	78	\$21.46	\$21.46	\$26.57	\$26.00
Employee + Spouse	23	\$42.90	\$42.90	\$53.11	\$51.98
Employee + Child(ren)	29	\$67.35	\$67.35	\$83.39	\$81.61
Employee + Family	38	\$91.79	\$91.79	\$113.65	\$111.22
Monthly Premium	168	\$8,102	\$8,102	\$10,031	\$9,817
Annual Premium		\$97,221	\$97,221	\$120,372	\$117,799
\$ Increase/Decrease		N/A	\$0	\$23,151	\$20,578
% Increase/Decrease		N/A	0.0%	23.8%	21.2%

*Out of Network Benefits May Be Subject to Balance Billing

Current		Renewal		Multi-Line Discount Proposal 1	
Carrier Network	Humana Humana Insight Network		Humana Humana Insight Network		Cigna EyeMed
Exam	\$10 Copay	Up to \$30	\$10 Copay	Up to \$30	\$10 Copay Up to \$45
Materials	\$15 Copay	Varies	\$15 Copay	Varies	\$15 Copay Varies
Frequency					
Exam	12 Months		12 Months		12 Months
Lenses	12 Months		12 Months		12 Months
Frames	24 Months		24 Months		24 Months
Benefits Payable	Copay	Reimbursement	Copay	Reimbursement	Copay Reimbursement
Eye Exam	\$10	Up to \$30	\$10	Up to \$30	\$10 Up to \$45
Single Lenses	\$15	Up to \$25	\$15	Up to \$25	\$15 Up to \$32
Bifocal Lenses	\$15	Up to \$40	\$15	Up to \$40	\$15 Up to \$55
Trifocal Lenses	\$15	Up to \$60	\$15	Up to \$60	\$15 Up to \$65
Frames	Allowance	Reimbursement	Allowance	Reimbursement	Allowance Reimbursement
Frames	\$130, 20% off Balance	Up to \$65	\$130, 20% off Balance	Up to \$65	\$130, 20% off Balance Up to \$71
Contacts					
Contact Lenses (Elective)	\$130 Allowance	Up to \$104	\$130 Allowance	Up to \$104	\$130 Allowance Up to \$105
Contact Lenses (Medically Necessary)	No Charge	Up to \$200	No Charge	Up to \$200	No Charge Up to \$210
Contact Lens (STD - Fitting and Follow Up)	Up to \$40 Copay	Not Covered	Up to \$40 Copay	Not Covered	Included in Contact Lens Allowance Not Covered
Rate Guarantee	Expires 3/31/2023		24 Months		36 Months
Employee 52	\$4.60		\$4.60		\$5.76
Employee + Spouse 21	\$9.20		\$9.20		\$11.52
Employee + Child(ren) 16	\$10.32		\$10.32		\$12.92
Employee + Family 16	\$15.30		\$15.30		\$19.15
Monthly Premium 105	\$842		\$842		\$1,055
Annual Premium	\$10,108		\$10,108		\$12,655
\$ Increase/Decrease	N/A		\$0		\$2,547
% Increase/Decrease	N/A		0.0%		25.2%

Current						Renewal				Cigna Proposal					
		Total	Employee Monthly	Employee Per Pay (52)	Employer Monthly		Total	Employee Monthly	Employee Per Pay (52)	Employer Monthly	Total	Employee Monthly	Employee Per Pay (52)	Employer Monthly	
<u>Medical Insurance</u>						<u>Humana - \$300/\$600 CYD</u>						<u>Cigna - \$300/\$600 CYD</u>			
Employee Only	66	\$677.54	\$75.00	\$17.31	\$602.54	66	\$740.75	\$75.00	\$17.31	\$665.75	\$740.68	\$75.00	\$17.31	\$665.68	
Employee + 1 Dep (SP)	22	\$1,416.05	\$230.00	\$53.08	\$1,186.05	22	\$1,548.17	\$230.00	\$53.08	\$1,318.17	\$1,548.20	\$230.00	\$53.08	\$1,318.20	
Employee + 1 Dep (CH)	15	\$1,342.65	\$230.00	\$53.08	\$1,112.65	15	\$1,467.92	\$230.00	\$53.08	\$1,237.92	\$1,468.20	\$230.00	\$53.08	\$1,238.20	
Employee + 2 Deps (CH)	9	\$1,342.65	\$370.00	\$85.38	\$972.65	9	\$1,467.92	\$370.00	\$85.38	\$1,097.92	\$1,468.20	\$370.00	\$85.38	\$1,098.20	
Employee + 2 Deps (SP+CH)	15	\$2,039.40	\$370.00	\$85.38	\$1,669.40	15	\$2,229.68	\$370.00	\$85.38	\$1,859.68	\$2,229.79	\$370.00	\$85.38	\$1,859.79	
Employee + 3 or More (CH)	2	\$1,342.65	\$475.00	\$109.62	\$867.65	2	\$1,467.92	\$475.00	\$109.62	\$992.92	\$1,468.20	\$475.00	\$109.62	\$993.20	
Employee + 3 or More (SP+CH)	19	\$2,039.40	\$475.00	\$109.62	\$1,564.40	19	\$2,229.68	\$475.00	\$109.62	\$1,754.68	\$2,229.79	\$475.00	\$109.62	\$1,754.79	
Annual Premium		\$2,161,431	\$387,780		\$1,773,651		\$2,363,091	\$387,780		\$1,975,311	\$2,363,174	\$387,780		\$1,975,394	
\$ Increase/Decrease		N/A	N/A		N/A		\$201,660	\$0		\$201,660	\$201,743	\$0		\$201,743	
% Increase/Decrease		N/A	N/A		N/A		9.3%	0.0%		11.4%	9.3%	0.0%		11.4%	
<u>Medical Insurance</u>						<u>Humana - \$750/\$1,500 CYD</u>				<u>Cigna - \$750/\$1,500 CYD</u>					
Employee Only	5	\$677.54	\$75.00	\$17.31	\$602.54	5	\$665.22	\$25.00	\$5.77	\$640.22	\$655.69	\$25.00	\$5.77	\$630.69	
Employee + 1 Dep (SP)	2	\$1,416.05	\$230.00	\$53.08	\$1,186.05	2	\$1,390.29	\$100.00	\$23.08	\$1,290.29	\$1,370.80	\$100.00	\$23.08	\$1,270.80	
Employee + 1 Dep (CH)	2	\$1,342.65	\$230.00	\$53.08	\$1,112.65	2	\$1,223.43	\$100.00	\$23.08	\$1,123.43	\$1,299.94	\$100.00	\$23.08	\$1,199.94	
Employee + 2 Deps (CH)	1	\$1,342.65	\$370.00	\$85.38	\$972.65	1	\$1,223.43	\$175.00	\$40.38	\$1,048.43	\$1,299.94	\$175.00	\$40.38	\$1,124.94	
Employee + 2 Deps (SP+CH)	2	\$2,039.40	\$370.00	\$85.38	\$1,669.40	2	\$2,002.30	\$175.00	\$40.38	\$1,827.30	\$1,974.38	\$175.00	\$40.38	\$1,799.38	
Employee + 3 or More (CH)	1	\$1,342.65	\$475.00	\$109.62	\$867.65	1	\$1,223.43	\$250.00	\$57.69	\$973.43	\$1,299.94	\$250.00	\$57.69	\$1,049.94	
Employee + 3 or More (SP+CH)	2	\$2,039.40	\$475.00	\$109.62	\$1,564.40	2	\$2,002.30	\$250.00	\$57.69	\$1,752.30	\$1,974.38	\$250.00	\$57.69	\$1,724.38	
Annual Premium		\$236,976	\$45,960		\$191,016		\$228,115	\$21,600		\$206,515	\$229,408	\$21,600		\$207,808	
\$ Increase/Decrease		N/A	N/A		N/A		-\$8,861	-\$24,360		\$15,499	-\$7,568	-\$24,360		\$16,792	
% Increase/Decrease		N/A	N/A		N/A		-3.7%	-53.0%		8.1%	-3.2%	-53.0%		8.8%	
Total Annual Premium		\$2,398,407	\$433,740		\$1,964,667		\$2,591,207	\$409,380		\$2,181,827	\$2,592,582	\$409,380		\$2,183,202	
Total \$ Increase/Decrease		N/A	N/A		N/A		\$192,800	-\$24,360		\$217,160	\$194,175	-\$24,360		\$218,535	
Total % Increase/Decrease		N/A	N/A		N/A		8.0%	-5.6%		11.1%	8.1%	-5.6%		11.1%	
<u>Dental Insurance</u>						<u>Humana</u>				<u>Cigna</u>					
Employee Only	78	\$21.46	\$0.00	\$0.00	\$21.46	78	\$21.46	\$0.00	\$0.00	\$21.46	\$26.00	\$0.00	\$0.00	\$26.00	
Employee + 1 Dep (SP)	24	\$42.90	\$0.00	\$0.00	\$42.90	24	\$42.90	\$0.00	\$0.00	\$42.90	\$51.98	\$0.00	\$0.00	\$51.98	
Employee + 1 Dep (CH)	17	\$67.35	\$0.00	\$0.00	\$67.35	17	\$67.35	\$0.00	\$0.00	\$67.35	\$81.61	\$0.00	\$0.00	\$81.61	
Employee + 2 Deps (CH)	10	\$67.35	\$0.00	\$0.00	\$67.35	10	\$67.35	\$0.00	\$0.00	\$67.35	\$81.61	\$0.00	\$0.00	\$81.61	
Employee + 2 Deps (SP+CH)	17	\$91.79	\$0.00	\$0.00	\$91.79	17	\$91.79	\$0.00	\$0.00	\$91.79	\$111.22	\$0.00	\$0.00	\$111.22	
Employee + 3 or More (CH)	3	\$67.35	\$0.00	\$0.00	\$67.35	3	\$67.35	\$0.00	\$0.00	\$67.35	\$81.61	\$0.00	\$0.00	\$81.61	
Employee + 3 or More (SP+CH)	21	\$91.79	\$0.00	\$0.00	\$91.79	21	\$91.79	\$0.00	\$0.00	\$91.79	\$111.22	\$0.00	\$0.00	\$111.22	
Annual Premium		\$98,544	\$0		\$98,544		\$98,544	\$0		\$98,544	\$119,402	\$0		\$119,402	
Total \$ Increase/Decrease		N/A	N/A		N/A		\$0	\$0		\$0	\$20,858	\$0		\$20,858	
Total % Increase/Decrease		N/A	N/A		N/A		0.0%	0.0%		0.0%	21.2%	#DIV/0!		21.2%	
<u>Vision Insurance</u>						<u>Humana (12 pay periods)</u>				<u>Cigna (12 pay periods)</u>					
Employee Only	52	\$4.60	\$4.60	\$4.60	\$0.00	52	\$4.60	\$4.60	\$4.60	\$0.00	\$5.76	\$5.76	\$5.76	\$0.00	
Employee + Spouse	21	\$9.20	\$9.20	\$9.20	\$0.00	21	\$9.20	\$9.20	\$9.20	\$0.00	\$11.52	\$11.52	\$11.52	\$0.00	
Employee + Children	16	\$10.32	\$10.32	\$10.32	\$0.00	16	\$10.32	\$10.32	\$10.32	\$0.00	\$12.92	\$12.92	\$12.92	\$0.00	
Employee + Family	16	\$15.30	\$15.30	\$15.30	\$0.00	16	\$15.30	\$15.30	\$15.30	\$0.00	\$19.15	\$19.15	\$19.15	\$0.00	
Annual Premium		\$10,108	\$10,108		\$0		\$10,108	\$10,108		\$0	\$12,655	\$12,655		\$0	
Total \$ Increase/Decrease		N/A	N/A		N/A		\$0	\$0		\$0	\$2,547	\$2,547		\$0	
Total % Increase/Decrease		N/A	N/A		N/A		0.0%	0.0%		0.0%	25.2%	25.2%		#DIV/0!	
<u>Basic Life and AD&D</u>						<u>The Standard</u>				<u>The Standard</u>					
Basic Life/\$1,000		\$0.060	\$0.000	\$0.000	\$0.060		\$0.060	\$0.000	\$0.000	\$0.060	\$0.060	\$0.000	\$0.000	\$0.060	
AD&D/\$1,000		\$0.026	\$0.000	\$0.000	\$0.026		\$0.026	\$0.000	\$0.000	\$0.026	\$0.026	\$0.000	\$0.000	\$0.026	
Estimated Volume (Life)		\$8,400,000	\$0		\$8,400,000		\$8,400,000	\$0		\$8,400,000	\$8,400,000	\$0		\$8,400,000	
Estimated Volume (AD&D)		\$8,400,000	\$0		\$8,400,000		\$8,400,000	\$0		\$8,400,000	\$8,400,000	\$0		\$8,400,000	
Annual Premium		\$8,669	\$0		\$8,669		\$8,669	\$0		\$8,669	\$8,669	\$0		\$8,669	
\$ Increase/Decrease		N/A	N/A		N/A		\$0	\$0		\$0	\$0	\$0		\$0	
% Increase/Decrease		N/A	N/A		N/A		0.0%	0.0%		0.0%	0.0%	#DIV/0!		0.0%	
<u>Dependent Basic Life</u>						<u>The Standard</u>				<u>The Standard</u>					
Dependent Life/Family Unit		\$0.600	\$0.000	\$0.000	\$0.600		\$0.600	\$0.000	\$0.000	\$0.600	\$0.600	\$0.000	\$0.000	\$0.600	
Estimated Units		87	0	0	87		87	0	0	87	87	0	0	87	
Annual Premium		\$626	\$0		\$626		\$626	\$0		\$626	\$626	\$0		\$626	
\$ Increase/Decrease		N/A	N/A		N/A		\$0	\$0		\$0	\$0	\$0		\$0	
% Increase/Decrease		N/A	N/A		N/A		0.0%	0.0%		0.0%	0.0%	#DIV/0!		0.0%	
<u>EAP</u>						<u>Humana (6 Sessions)</u>				<u>Humana (6 Sessions)</u>					
		\$0.66	\$0.00	\$0.00	\$0.66		\$0.95	\$0.00	\$0.00	\$0.95	\$0.95	\$0.00	\$0.00	\$0.95	
Annual Premium		\$1,338	\$0		\$1,338		\$1,927	\$0		\$1,927	\$1,927	\$0		\$1,927	
\$ Increase/Decrease		N/A	N/A		N/A		\$588	\$0		\$588	\$588	\$0		\$588	
% Increase/Decrease		N/A	N/A		N/A		43.9%	0.0%		43.9%	43.9%	#DIV/0!		43.9%	
Total Annual Premium		\$2,517,692	\$443,848		\$2,073,845		\$2,711,080	\$419,488		\$2,291,592	\$2,735,860	\$422,035		\$2,313,826	
\$ Increase/Decrease		N/A	N/A		N/A		\$193,388	-\$24,360		\$217,748	\$218,168	-\$21,813		\$239,981	
% Increase/Decrease		N/A	N/A		N/A		7.7%	-5.5%		10.5%	8.7%	-4.9%		11.6%	

Village of Palm Springs

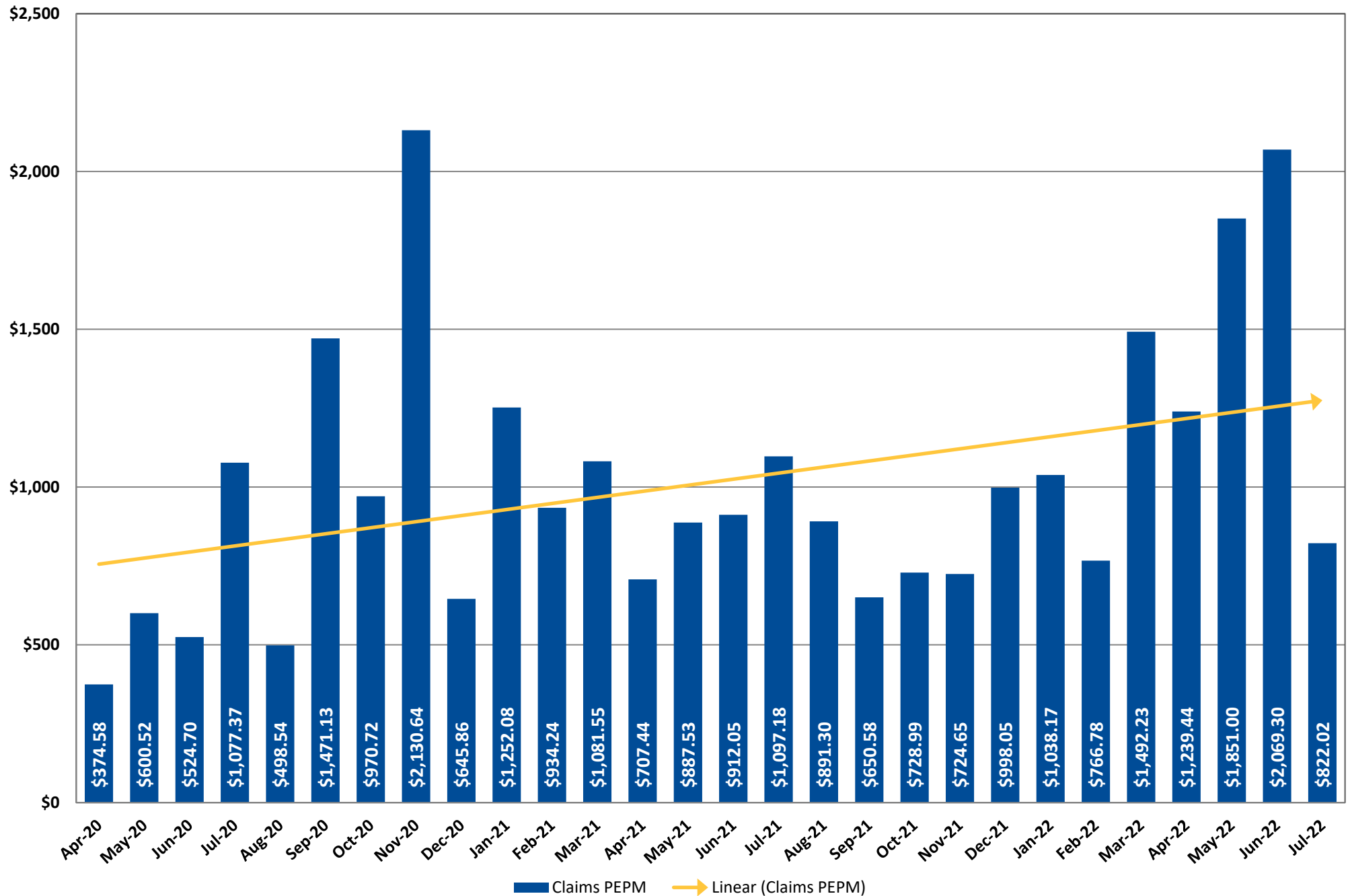
Medical Claims Experience Report - Incurred Basis (Including IBNR)

April 1, 2020 - July 31, 2022

Date	Monthly Premium	Medical Claims	Pharmacy Claims	Total Claims	Loss Ratio	Employee Count	Claims PEPM
Humana 2019-2020	\$ 2,064,259	\$ 1,111,732	\$ 464,911	\$ 1,576,643	76%	1,832	\$ 860.61
April-20	\$ 177,506	\$ 25,021	\$ 34,911	\$ 59,932	34%	160	\$ 374.58
May-20	\$ 180,006	\$ 49,065	\$ 49,421	\$ 98,486	55%	164	\$ 600.52
June-20	\$ 177,514	\$ 54,774	\$ 30,752	\$ 85,526	48%	163	\$ 524.70
July-20	\$ 176,851	\$ 141,842	\$ 33,769	\$ 175,611	99%	163	\$ 1,077.37
August-20	\$ 176,785	\$ 57,630	\$ 23,632	\$ 81,262	46%	163	\$ 498.54
September-20	\$ 177,394	\$ 223,330	\$ 17,935	\$ 241,266	136%	164	\$ 1,471.13
October-20	\$ 176,226	\$ 141,890	\$ 16,337	\$ 158,227	90%	163	\$ 970.72
November-20	\$ 173,187	\$ 326,634	\$ 20,660	\$ 347,294	201%	163	\$ 2,130.64
December-20	\$ 173,187	\$ 83,310	\$ 21,964	\$ 105,275	61%	163	\$ 645.86
January-21	\$ 173,795	\$ 153,007	\$ 52,334	\$ 205,341	118%	164	\$ 1,252.08
February-21	\$ 170,749	\$ 101,289	\$ 49,123	\$ 150,412	88%	161	\$ 934.24
March-21	\$ 174,914	\$ 139,986	\$ 38,470	\$ 178,456	102%	165	\$ 1,081.55
Humana 2020-2021	\$ 2,108,114	\$ 1,497,778	\$ 389,308	\$ 1,887,088	90%	1,956	\$ 964.77
April-21	\$ 179,276	\$ 72,937	\$ 45,205	\$ 118,142	66%	167	\$ 707.44
May-21	\$ 181,764	\$ 111,429	\$ 39,451	\$ 150,880	83%	170	\$ 887.53
June-21	\$ 184,218	\$ 108,415	\$ 47,545	\$ 155,960	85%	171	\$ 912.05
July-21	\$ 181,792	\$ 156,328	\$ 30,192	\$ 186,520	103%	170	\$ 1,097.18
August-21	\$ 181,167	\$ 114,948	\$ 36,573	\$ 151,521	84%	170	\$ 891.30
September-21	\$ 179,342	\$ 81,260	\$ 27,387	\$ 108,647	61%	167	\$ 650.58
October-21	\$ 180,613	\$ 94,976	\$ 27,494	\$ 122,470	68%	168	\$ 728.99
November-21	\$ 180,054	\$ 93,576	\$ 28,165	\$ 121,741	68%	168	\$ 724.65
December-21	\$ 180,559	\$ 140,729	\$ 27,941	\$ 168,670	93%	169	\$ 998.05
January-22	\$ 177,475	\$ 141,256	\$ 31,081	\$ 172,337	97%	166	\$ 1,038.17
February-22	\$ 178,034	\$ 96,013	\$ 31,272	\$ 127,285	71%	166	\$ 766.78
March-22	\$ 179,256	\$ 196,035	\$ 51,675	\$ 247,710	138%	166	\$ 1,492.23
Humana 2021-2022	\$ 2,163,550	\$ 1,407,902	\$ 423,981	\$ 1,831,883	85%	2,018	\$ 907.77
April-22	\$ 206,042	\$ 172,277	\$ 38,427	\$ 210,704	102%	170	\$ 1,239.44
May-22	\$ 201,289	\$ 274,808	\$ 30,607	\$ 305,415	152%	165	\$ 1,851.00
June-22	\$ 201,973	\$ 278,591	\$ 60,774	\$ 339,365	168%	164	\$ 2,069.30
July-22	\$ 198,577	\$ 108,522	\$ 23,824	\$ 132,346	67%	161	\$ 822.02
August-22							
September-22							
October-22							
November-22							
December-22							
January-23							
February-23							
March-23							
Humana 2022-2023*	\$ 807,881	\$ 834,198	\$ 153,632	\$ 987,830	122%	660	\$ 1,496.71
Rolling 12 Months	\$ 2,244,381	\$ 1,792,991	\$ 415,220	\$ 2,208,211	98%	2,000	\$ 1,104.11

*Claims Paid through 09/30/2022

Village of Palm Springs
Claims Per Employee Per Month
April 2020 - Current



Village of Palm Springs
Large Claimant Evaluation
Claims Exceeding \$50,000

Claimant No.	Status (As of 09/30/2022)	Diagnosis	Claims Incurred August 2021 - July 2022*
1	Termed	Secondary Cancers	\$ 476,191
2	Active	Atrial Fibrillation	\$ 102,611
3	Active	Hernias	\$ 92,932
4	Active	Myeloma	\$ 74,899
5	Active	Asthma	\$ 61,939
Total			\$ 808,573
Claimants Exceeding \$100,000			2
			\$ 578,803

*Claims Paid through 09/30/2022



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Parks & Recreation

ITEM #9: Approve Existing Splash Pad Removal and New Splash Pad Installation Contract Award (Task Order #320)- Piggyback - Parks and Recreation Department (FY 2023 Funded - General Fund) - Play Space Services, Inc.

SUMMARY: The Parks and Recreation Department has identified a need to renovate the existing splashpad at the Village Complex. The removal of the existing splashpad, as well as the installation of a new foundation and new features within the splashpad are necessary in order to provide a safe and fun water play area for residents to enjoy. The cost for the demolition and preparatory foundation work (\$210,045) was previously approved by the Council as part of the 2022-2023 Parks and Recreation budget.

If approved, the Village would accept Play Space Services, Inc's pricing by piggybacking the Clay County Contract, including all terms, conditions, and pricing therein. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-9: Accessing contracts of other government agencies, provides that the Village may award a contract by 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. This is a new piggyback agreement with Play Space Service, another vendor that awarded the Clay County contract. It contains all the added provisions outlined above.

If approved, the proposed permitting, removal of the existing splash pad, and installation of a new splash pad would be completed following the delivery of new previously purchased splash pad equipment. Installation time is estimated to be completed within 2-4 weeks following the Notice to Proceed/Receipt of Purchase Order by the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, Public Works Director, the Public Service Project Manager, the Assistant Village Manager, and the Finance Director.

The Village has worked with the vendor previously and has received excellent service and quality products.

FISCAL IMPACT:

FY 2023 Approved Budget - General Fund - Village Commons Improvements - \$325,000

Estimated/Actual Project Costs:

Amount Proposed Project Cost - Splash Pad Removal and Installation \$210,045

ATTACHMENTS:

1. Piggyback Agreement with Playspace for Park & Playground Equipment
2. Proposal Splashpad Demo & Reinstall
3. Clay County, Florida - Request for Proposals (RFP 1819/2)
4. Clay County, Florida - Request for Proposals (RFP 1819/2) - Discount
5. Clay County, Florida - Request for Proposals (RFP 1819-2) - Approval
6. Clay County, Florida -Request for Proposals (RFP 1819/2) - Bid Tabulation
7. Clay County, Florida - Request for Proposals (RFP 1819/2) - Award Notice

**AGREEMENT FOR PURCHASE AND/OR INSTALLATION
OF PARK AND PLAYGROUND EQUIPMENT**

This Agreement for the, hereafter (“Agreement”) is made as of the _____ day of _____, 2023, 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 **Play Space Services, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, from time to time the VILLAGE is in need of goods and services related to the purchase and installation of various equipment and amenities for parks and playgrounds; and,

WHEREAS, Clay County, Florida, through its competitive selection process awarded a contract for Various Equipment and Amenities for Parks and Playgrounds (RFP # 18/19-2) (hereafter, “Clay County Contract”) to the VENDOR; and

WHEREAS, the Clay County Contract was for a term of two years, with renewal options, and on or about May 24, 2022 Clay County exercised the first renewal option for a term of one year, through May 24, 2023; and

WHEREAS, the VILLAGE desires to utilize the services and pricing established under the Clay County Contract by entering into a “piggyback” agreement with the Vendor in order to purchase goods and/or services within the scope of the Clay County Contract through the issuance of purchase orders; and

WHEREAS, the parties mutually desire that the terms of the piggyback agreement shall remain in effect beyond the expiration of the Clay County Contract, to the extent necessary to allow completion of purchase orders issued during the term of the contract.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Clay County Contract. The Clay County Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the School Board under the Clay County Contract and all associated and applicable Contract Documents as defined therein.
3. Purchase Orders. In accordance with the terms and conditions in the Clay County Contract and pricing therein, the VENDOR shall provide goods and/or services as requested by the VILLAGE through the issuance of a request for quotation and approval of a Purchase Order. The terms of this

Agreement shall survive the expiration of the Clay County Contract and remain in effect with respect to the completion of any Purchase Orders issued during the term of the Agreement.

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

- A. All written modifications and amendments hereto, including purchase orders;
- B. This Agreement (including all exhibits);
- C. Clay County Contract (including all Contract Documents as defined therein).

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

- A. All written modifications and amendments hereto, including purchase orders;
- B. This Agreement;
- C. The Clay County Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation stated in the VENDOR's proposal to the VILLAGE and shall be based on the unit prices found in the Clay County Contract, which shall be considered the "Contract price". VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Payments made to VENDOR shall not be in excess of the amount provided in an approved budget of the VILLAGE.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 VENDOR shall maintain the insurance as required in the Clay County Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

- 6.5 Entire Contract: Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law: Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary Rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date and Term: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of the Agreement shall mirror the current term of the Clay County contract, through May 24, 2023, and any further extension or renewal approved by Clay County, up to and including one (1) additional year.
- 6.11 Public Records: VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

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

7. Indemnity and Warranty.

Shall be as set forth in the Clay County Contract.

8. Defaults: Termination of Agreement.

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

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR; or

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

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon thirty (30) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination and any other amounts due and owing to VENDOR at the time of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

9. Public Entity Crimes.

VENDOR 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. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from

time to time, by entering into the Contract Documents, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Contract Documents if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. Fiscal Non-funding.

In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The VENDOR will be paid for all services rendered through the date of termination.

11. Scrutinized Companies.

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the VENDOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the VENDOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by the VENDOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

12. E-Verify.

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request; Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

D. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

E. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

[Signatures continue on next page]

VENDOR:

PLAY SPACE SERVICES, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, as _____ of Play Space Services, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



3125 Skyway Circle
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

Date: 2/14/2023

PROPOSAL

Proposal # 23255

Payment Terms: Net 30

Customer Phone:

Customer Fax:

Organization: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Proposal Valid Until: 3/16/2023

Project: Splashpad Demo and New instal
Village of Palm Springs
Ship To 226 Cypress Lane
Lake Worth, FL 33461

Prepared for: Justin Lucas

Sales Rep MH

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 24224

Splashpad removal and Reinstall per Specifications

Included in Price:

- Removal of existing Slab and Splash Pad Features
- Utilize Existing PVC Drain and Water Lines where able.
- Run Power & Water lines within 5ft of Main Connections. (Owner to handle connections)
- Painting of Finished Slab (1 Color)

Price based on Clay County #18/19-2, Installation at 75% of Watersplash Material Total

TOTAL: \$80,838.75

Concrete for Slab:

Furnish & install concrete for splash pad as per spec and drawings

- Forming
- Rebar
- 6" thick Slab, Concrete 3000 psi. Pump mix, Thicken-edge - 2228 Sqft per spec.
- Concrete finish
- Construction Joints & Expansion Joints

TOTAL: \$133,525.00

Additional Discount on Installation

TOTAL: -\$4,718.75

Permitting Administration Fee

TOTAL: \$400.00

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date: _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.

Date: 2/14/2023

PROPOSAL

Proposal # 23255

Payment Terms: Net 30

Customer Phone:

Customer Fax:

Organization: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Proposal Valid Until: 3/16/2023

Project: Splashpad Demo and New instal
Village of Palm Springs
Ship To 226 Cypress Lane
Lake Worth, FL 33461

Prepared for: Justin Lucas

Sales Rep MH

DESCRIPTION

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$210,045.00

Sales Tax (0.00) \$0.00

TOTAL \$210,045.00

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____ ... Print Name/Title: _____ Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



Issued By:
Clay County Board of County Commissioners
Purchasing Department

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Attachments:

Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room "B", Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **"RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS"** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words “**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**” shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room “B”, Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be “clocked” at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS – SCOPE OF SERVICES**
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed?	<u> </u>	<u> </u>
	Yes	No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period:_____ Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

1) _____

2) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
Yes No

Name of Bidder: _____

Signature _____

Title _____ Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
 Signature

 Name and Title

 Street Address

 City, State, Zip

 Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SHELTERS, SHADES & STRUCTURES							
Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structures, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	Priced Per Job	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catalog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	5%	N/A	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Custom Canopies, Inc (888) 776-3350 ext 1 chrs@customshadecanopies.com	Custom Canopies Inc.	Sails, Shades, Canopies	5%	Priced Per Job	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catalog
	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catalog

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	75%	No	No	No
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No

SITE AMENITIES & FURNISHINGS							
Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	35%	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreational Site Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Wausau Tile, Inc (863) 816-8070 kprecast@msn.com	Wausau Tile, Inc	Planters, Benches, Bike Racks	10%	N/A	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes
	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty

Dominica Recreation Products (800) 432-0162 robd@gametime.com	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	MyTCoat	Benches, Tables, Trash Cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy

	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	2.50%	50%	Yes	In Catalog	Yes
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES							
Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	42%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	35%	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.iensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	42%	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy

	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dominica Recreation Products (800) 432-0162 robd@gametime.com	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Kidstuff Playstystems	Playground Equipment	18%	20%	Yes	No	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playworld	Playground Equipment	5%	32%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Little Tikes	Playground Equipment,	10%	40%	Yes	In Catalog	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION							
Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksiinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SPORTS & FITNESS EQUIPMENT							
Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilities,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No

SURFACING							
Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website
	Innovative Mulching	Mulch	10%	Priced Per Job	www.innovativemulching.com	Request Quote	On Website
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website
	Wood Mulch Products	Mulch	5%	Priced Per Job	www.woodmulchproducts.com	Request Quote	On Website

	Tennis Unlimited	Tennis Court Surfacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
Miracle Recreation/True North (407) 883-8463	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recycled Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes

Robertson Industries, Inc/Totturf Safety Surfacing (954) 882-1366 ghaab@totturf.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Robertson Industries	Turf, Rubber Tiles, Aquatic Surfacing	10%	Included in Discount	Yes	Yes	Yes
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	No Fault Safety Surfacing	Rubber Turf	2%	Included n SF Price	Flyer	No	Yes
	Shawgrass	Syntheitc Turf	2%	Included in SF Price	Flyer	No	Yes
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault	Rubber Mulch, Synthetic Turf	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreatonal Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes

Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Fibar	Ramps, Engineered	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

May 28, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.



**FINANCE AND AUDIT COMMITTEE
MEETING MINUTES**

May 21, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: Various Equipment and Amenities for Parks and Playgrounds

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close: 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Copies	W9	Insurance	Total
1	Custom Canopies Inc.	✓	✓	✓	TBD
2	Dominica Recreation Products	✓	✓	✓	TBD
3	Rosette Equipment Company	✓	✓	✓	TBD
4	Recycled Plastic Factory LLC	✓	✓	✓	TBD
5	Playworks Playsets LLC	✓	✓	✓	TBD
6	Dynamo Industries	✓	✓	✓	TBD
7	Robertson Industries	✓	✓	✓	TBD
8	RCP Shelters	✓	✓	✓	TBD
9	Miracle Recreation/True North	✓	✓	✓	TBD
10	Newco Sports LLC	✓	✓	✓	TBD
11	Regal Contractors, Inc.	✓	✓	✓	TBD
12	Wausau Tile Inc.	✓	✓	✓	TBD
13	Musco Sports Lighting LLC	✓	✓	✓	TBD
14	Greenfield Outdoor Fitness, Inc.	✓	✓	✓	TBD
15	Miller Recreation Equipment & Design, Inc.	✓			TBD

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fisk
(BCC)

[Signature]
Clerk
[Signature]
Department Representative

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: Various Equipment and Amenities for Parks and Playgrounds

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close: 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W9	Insurance	Total
1 Playmore Recreational Products	✓	✓	✓	TBD
2 Top Line Recreation	✓	✓	✓	TBD
3 Rep Services Inc.	✓	✓	.	TBD
4 Southern Recreational Inc.	✓	✓	✓	TBD
5 Bliss Products & Services Inc.	✓	✓	✓	TBD
6 Swartz Associates	✓	✓		TBD
7 Play Spaces Services Inc. Advanced Recreational Concepts	✓	✓	✓	TBD
8				
9				
10				
11				
12				
13				
14				
15				

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fisk
(BCC)

[Signature]
Clerk
Department Representative

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock
Acting County Manager

Date of Posting:

5/29/19

Date of Removal:

6/3/19

Time of Posting:

8:45 a.m.

Time of Removal:

8:47 a.m.

Initials:

D F

Initials:

D F



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Parks & Recreation

ITEM #10: Agreement for Acceptance of Antenna Pole Asset - Summer Street

SUMMARY: The Parks and Recreation Department is recommending the Village accept ownership of a utility pole located at Sabal Palm Park, 1051 Summer Street. The pole was installed in 2019 by Mobilitie, LLC as a small-cell communication antenna on the Summer Street right-of-way and must be designed as a street light. As a result of the merger of Sprint and T-Mobile, an antenna is no longer necessary in this area. Mobilitie is decommissioning the equipment and has offered to transfer the pole, streetlight, and conduit to the Village.

Parks and Recreation Department staff and the Village's Utilities Inspector inspected the steel pole. They determined it would be a valuable asset for the Village because of the potential placement of additional security lighting, new surveillance camera(s), or a weather prediction system. Mobilitie estimates the value of the pole, street light, and electrical fittings at \$19,500.

The Village's Planning, Zoning, and Building Department notified Parks and Recreation of this opportunity, and the Village Attorney reviewed the proposed Agreement.

FISCAL IMPACT:

The Village will assume responsibility for the steel pole, pedestal, street light and electrical service equipment. The estimated value of the pole, street light and electrical fittings is \$19,500.

ATTACHMENTS:

1. Transfer of Surplus Asset Agreement (Summer Street Antenna Pole and Street Light) - Mobilitie, LLC
2. Village of Palm Springs Transfer Letter

TRANSFER OF SURPLUS PROPERTY

THIS TRANSFER OF SURPLUS PROPERTY, effective as of the latter of the signature dates below, is by and between **Mobilitie, LLC** a Nevada limited liability company ("Mobilitie") and the **Village of Palm Springs, Florida** a political subdivision of the State of Florida ("Village").

Mobilitie holds a Certificate to Provide Alternative Access Vendor Services and owns personal property consisting of a pole and other ancillary facilities, which includes the rights to interconnect to existing utility services (the "Surplus Property") that is no longer used by or useful to Mobilitie, and the Village desires to use such Surplus Property. Accordingly, Mobilitie has agreed to transfer ownership of the Surplus Property to Village, and Village has agreed to accept ownership of the Surplus Property from Mobilitie.

Mobilitie hereby transfers, conveys, assigns and delivers to Village to have and to hold for its own use and benefit forever, and Village hereby accepts and acquires from Mobilitie, all of Mobilitie's right, title and interest in the Surplus Property as more fully described on Exhibit A, attached hereto and incorporated herein. Village accepts the Surplus Property in "as is, where is" condition with all faults, and acknowledges and agrees, notwithstanding any prior agreements between Village and Mobilitie, that as the date hereof, Mobilitie has no obligation to remove the Surplus Property from the public right-of-way nor to perform any additional restoration work in the public right-of-way and Village accepts any such future obligation(s). If there is a legal requirement that any governmental or other authority be notified of the Village's ownership of the Surplus Property, including registration with any required Underground Facilities Protection Program, Village shall promptly undertake such notification and shall hold Mobilitie harmless from failure to make such notification to the extent permitted by law.

As of the date hereof, Mobilitie warrants to Village that (i) Mobilitie holds full legal and beneficial title to the pole and other ancillary facilities, (ii) Mobilitie has the good and lawful right to convey the Surplus Property, and (iii) that good and marketable title to the Surplus Property is hereby vested in Village. To the extent allowed by law, this is the only warranty that Mobilitie makes with respect to the Surplus Property. **MOBILITIE DISCLAIMS ALL OTHER WARRANTIES FOR THE SURPLUS PROPERTY WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES THAT THE SURPLUS PROPERTY IS MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE.**

From and after the date hereof, Village agrees, to the extent permitted by law, to indemnify Mobilitie against and hold Mobilitie harmless from all costs, expenses, losses, claims, judgments, and/or liabilities (including reasonable attorneys' fees) which Mobilitie may incur or suffer as a result of Village's ownership, use, operation, or maintenance of the Surplus Property or breach of this agreement; provided, however, that the foregoing shall not constitute a waiver of sovereign immunity by the Village or a waiver of any defense it may have under its right to sovereign immunity, nor as consent to be sued by third parties. This Transfer of Surplus Property contains the entire agreement between the parties concerning the subject matter hereof and may not be contradicted by evidence of any prior agreements, written or oral.

IN WITNESS WHEREOF, the parties have executed this Transfer of Surplus Property.

MOBILITIE:

Mobilitie, LLC
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660

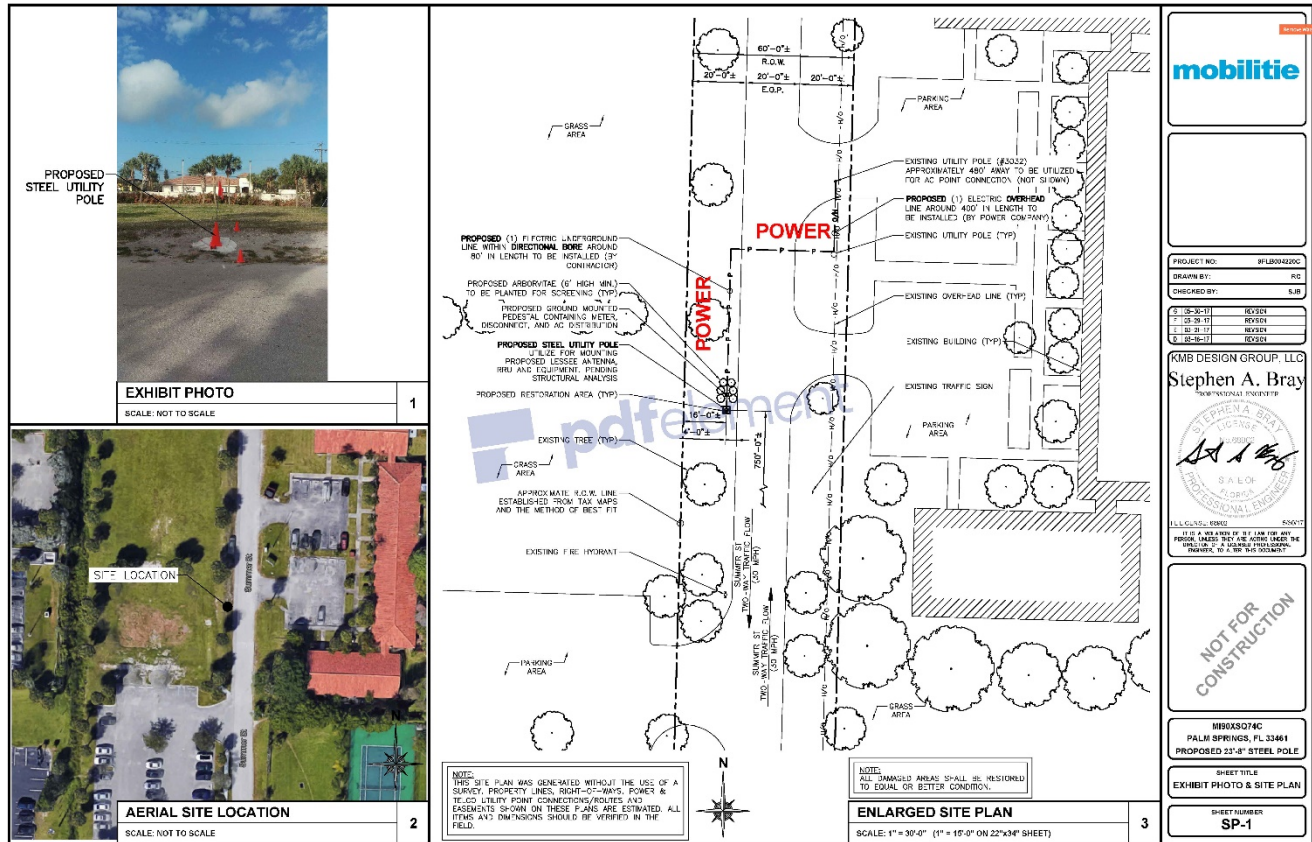
By: _____
Name: _____
Title: _____
Date: _____

VILLAGE:

Village of Palm Springs, Florida

Address: _____
Address: _____

By: _____
Name: _____
Title: _____
Date: _____





PROJECT NO: 19LBN0420C
 DRAWN BY: RS
 CHECKED BY: SJB

1. 10-30-17	REVIEW
2. 10-30-17	REVIEW
3. 10-30-17	REVIEW

KMB DESIGN GROUP, LLC
 Stephen A. Bray
 PROFESSIONAL ENGINEER

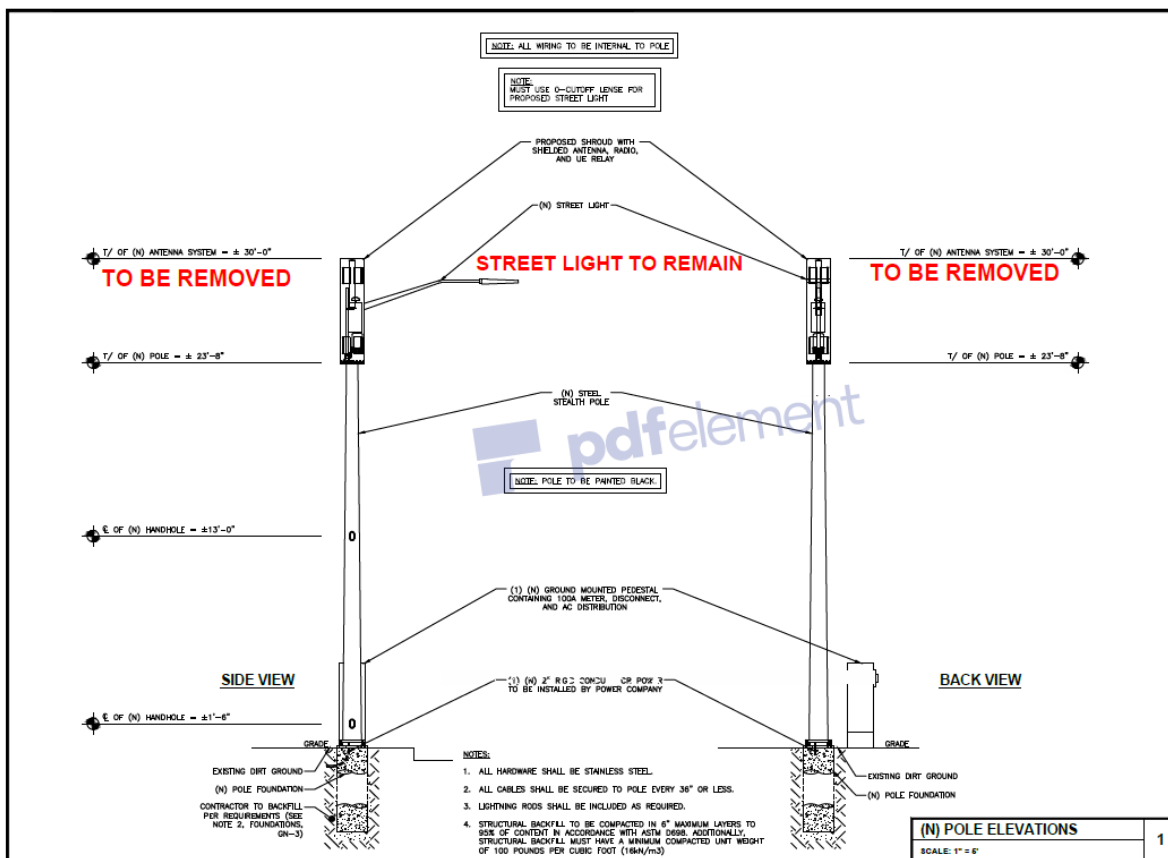
STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 LICENSE NO. 12000
 EXPIRATION DATE 12/31/2021

NOT FOR CONSTRUCTION

19LBN0420C
 PALM SPRINGS, FL 33461
 PROPOSED 22'-8" STEEL POLE

SHEET TITLE
 EXHIBIT PHOTO & SITE PLAN

SHEET NUMBER
 SP-1





PROJECT NO: 19LBN0420C
 DRAWN BY: RS
 CHECKED BY: SJB

1. 10-30-17	REVIEW
2. 10-30-17	REVIEW
3. 10-30-17	REVIEW

KMB DESIGN GROUP, LLC
 Stephen A. Bray
 PROFESSIONAL ENGINEER

STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 LICENSE NO. 12000
 EXPIRATION DATE 12/31/2021

NOT FOR CONSTRUCTION

19LBN0420C
 PALM SPRINGS, FL 33461
 PROPOSED 22'-8" STEEL POLE

SHEET TITLE
 POLE ELEVATIONS

SHEET NUMBER
 EV-1



Mobilitie, LLC
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
USA Tel: 877.999.7070
www.mobilitie.com

February 24, 2023

Kimberly Glas-Castro
Assistant Village Manager
226 Cypress Lane
Palm Springs, FL 33461

RE: Proposed Transfer of Surplus Property

To Whom It May Concern

Reference is made to the proposed Transfer of Surplus Property Agreement between the Village of Palm Springs (the "Village") and Mobilitie, LLC ("Mobilitie"). Mobilitie has offered to transfer an existing steel light pole to the Village. The approximate value of the pole, light arm, existing utility equipment, and the associated installation costs \$19,500. If you have any questions, please contact me at sbrown@mobilitie.com or (470) 240-3230. Thank you for your attention to this matter.

Best regards,

Shaterica Brown
Shaterica Brown,
Director, Operations



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Parks & Recreation

ITEM #11: Approve Park Connector Pathway Project Award - Huurr Homes LLC - Sub-Phases 2A and 3A - Park Lane (Davis Road to Kirk Road)(2A) and Canal 11 (3A) (Task Order No. 255) - Invitation to Bid (ITB) - Parks and Recreation Department (FY23 Budget Funded - CDBG & Sales Tax)

SUMMARY: The Parks and Recreation Department recommends that the Village proceed with constructing the Park Connector Pathway (Sub-Phase 2A-1 and Phase 3), which affects the segments of Park Lane between Gulfstream Road and Kirk Road (Foxtail Palm Park) and Canal 11, respectively. The proposed Sub-Phase 2A-1 project has been designed to be located along the north side of Park Lane for approximately 1,255 feet between Gulfstream Road and Kirk Road. The proposed Phase 3A project has been designed along the north side of Canal 11 for approximately 2,633 feet. Therefore, these projects are within the Village's FY 2023 Capital Improvement Plan (CIP) at an estimated cost of \$322,553.01 (\$181,811.24 and \$140,741.77, respectively) based on the Village Engineer's Opinion of Probable Costs.

The Parks and Recreation staff requests the Village Council award this proposed contract (Task Order No. 255) for \$339,553.25 to the lowest responsive and responsible bidder, Huurr Homes LLC.

To ensure the lowest possible price for this project (and to meet CDBG requirements), staff issued an Invitation to Bid (ITB) on January 5, 2023, to construct the Park Connector Pathway - Sub-Phase 2A-1 and Phase 3A. This process was completed by the Village through a competitive selection process - PARK CONNECTOR PATHWAY- Canal Road 3A and Subphase 2A (ITB 2022B-012).

As a result of the Village's ITB, the following two (2) bid proposals were received:

Bidder	Total Bid
E&F Florida Enterprise Inc	\$461,316.80
Huurr Homes LLC	\$339,553.25

After reviewing the two (2) bids received, the Assistant Village Manager, Public Services Project Manager, the Village's contracted engineer, Wantman Group, Procurement Specialist, and the Village Attorney determined that Huurr Homes LLC provided the lowest responsible and responsive bid.

As a result, the staff is requesting the Village Council award this proposed contract (Task Order No. 255) in the amount of \$339,553.25 to the lowest responsive and responsible bidder, Huurr Homes LLC.

Note: The proposed contract amount is \$17,000.24 (approximately 5%) more than the Engineer's Opinion of Probable Cost; however, the Parks and Recreation Department budget includes sufficient funds for these projects.

If approved, the Village would accept Huur Homes LLC's pricing, including all terms, conditions, and pricing, as submitted within their ITB proposal and proposed contract. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

If approved, the proposed construction is expected to begin in April following the Notice to Proceed by the Village and is estimated to be completed by August/September (or approximately 150 days).

The proposed agreement was prepared by the Village Attorney and reviewed by the Public Service Project Manager, Assistant Village Manager, and Finance Director.

The Village has not worked with the proposed vendor previously but received positive feedback from the Town of Southwest Ranches, Gulf Stream Track and Casino, and MGM General Consulting (Huur's references).

FISCAL IMPACT:

Funding to support the proposed Park Connector Pathway project (Phase 2A and 3A) is available within the FY2023 Budget - General Fund utilizing CDBG funding and Infrastructure Surtax (Sales Tax) General Fund funds (\$88,220.25). The Village is eligible to receive \$130,515 in reimbursement through its FY 2022 CDBG Project (Agreement R2022-0594, as amended by R2023-05) and \$120,818 through its FY 2023 CDBG Project (R2023-04). Each project will have its own purchase order.

ATTACHMENTS:

1. Proposed Agreement will be provided before the meeting
2. Award Recommendation Letter
3. ITB#2022-B-12 - Bid Tabulation Comparison
4. Bid Submittal - Huur Homes LLC
5. Bid Submittal - E&F Florida Enterprises Inc
6. ITB 2022B-12 - Park Connector Pathway SubPhase 2A and 3A
7. ITB 2022B-12 - Park Connector Pathway SubPhase 2A Bid Plans
8. ITB 2022B-12 - Park Connector Pathway Phase 3A Bid Plans
9. ITB 2022-12 - Addendum No. 1 - January 24, 2023
10. Memorandum - Staff Recommendation - Park Connector Pathway Award of Bid
11. Palm Beach County CDBG Contract Award Approval

AGENDA ATTACHMENT PLACEHOLDER



February 15, 2023

Ms. Kimberly Glas-Castro
Village of Palm Springs
Parks and Recreation
226 Cypress Lane
Palm Springs, FL 33461
kglas-castro@vpsfl.org

RE: Project: Park Connector Pathway- Canal Road 3A and Subphase 2A
ITB NO. 2022B-012
Village Task Order No.: 255
Letter of No Objection

Ms. Glas-Castro:

Per our Work Authorization Agreement No.: WG-G02 please accept the below letter of no objection for Bid No.: ITB 2022B-012:

On January 31, 2023 the Village of Palm Springs received two (2) bids for the above referenced project; E & F Florida Enterprises, Inc., and Huurr Homes, LLC. As shown in the table below, Huurr Homes, LLC is the apparent lowest responsive bidder.

Contractor	Bid Amount: Subphase 2A	Bid Amount: Canal Road 3A	Total Bid Price: Subphase 2A + Canal Road 3A
E & F Florida Enterprises, Inc.	\$216,900.00	\$244,416.80	\$461,316.80
Huurr Home, LLC.	\$174,822.40	\$164,730.85	\$339,553.25

WGI contacted the references provided in Huurr Homes, LLC's bid, and did not receive any negative responses from the contacted references.

Subsequently, WGI has no objection that Huurr Homes, LLC is the lowest responsive responsible bidder.

Thank you,
WGI

Kirsten Siegel, PLA
Project Manager

 BID TABULATIONS Park Connector Pathway - Canal Road Subphase 2A ITB #2022B-012				Average of Bid Items for All Bidders	Engineer's Estimate		Hurr Homes LLC		E&F Florida Enterprises, Inc.	
Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
GENERAL REQUIREMENTS										
1	General Conditions	1	LS	\$ 7,711.63	\$ 11,723.05	\$ 11,723.05	\$ 5,423.25	\$ 5,423.25	\$ 10,000.00	\$ 10,000.00
2	Project Management/Superintendent	1	LS	\$ 5,710.83	\$ 11,723.05	\$ 11,723.05	\$ 147.65	\$ 147.65	\$ 11,274.00	\$ 11,274.00
3	Site Mobilization/Demobilization	1	LS	\$ 12,032.83	\$ 9,378.44	\$ 9,378.44	\$ 3065.65	\$ 3,065.65	\$ 21,000.00	\$ 21,000.00
4	Maintenance of Traffic (incl. Pedestrian M.O.T.)	1	LS	\$ 9,056.80	\$ 11,293.05	\$ 11,293.05	\$ 6,113.60	\$ 6,113.60	\$ 12,000.00	\$ 12,000.00
5	Indemnification	1	LS	\$ 250.75	\$ 10,000.00	\$ 10,000.00	\$ 1.50	\$ 1.50	\$ 500.00	\$ 500.00
6	As-built Survey/Record Drawings	1	LS	\$ 250.75	\$ 4,000.00	\$ 4,000.00	\$ 5,906.85	\$ 5,906.85	\$ 5,000.00	\$ 5,000.00
SUBTOTAL (GENERAL REQUIREMENTS)					\$ 58,117.59		\$ 20,658.50		\$ 59,774.00	
SITE PREPARATION & DEMOLITION										
7	Erosion Control	1	LS	\$ 2,470.80	\$ 2,830.00	\$ 2,830.00	\$ 2,941.60	\$ 2,941.60	\$ 2,000.00	\$ 2,000.00
8	Removal of Existing Driveway/Sidewalk Crossing Areas	147	SQ YD	\$ 7,144.20	\$ 30.00	\$ 4,410.00	\$ 47.20	\$ 6,938.40	\$ 50.00	\$ 7,350.00
9	Clearing and Grubbing	1	LS	\$ 12,491.30	\$ 560.00	\$ 560.00	\$ 9,982.60	\$ 9,982.60	\$ 15,000.00	\$ 15,000.00
10	Grading	1	LS	\$ 11,898.25	\$ 10,000.00	\$ 10,000.00	\$ 8,796.50	\$ 8,796.50	\$ 15,000.00	\$ 15,000.00
11	Root Pruning and Tree Relocation	1	EA	\$ 3,095.90	\$ 500.00	\$ 500.00	\$ 3,691.80	\$ 3,691.80	\$ 2,500.00	\$ 2,500.00
12	Protection of Existing Trees to Remain	6	EA	\$ 3,095.90	\$ 100.00	\$ 600.00	\$ 369.20	\$ 2,215.20	\$ 300.00	\$ 1,800.00
SUBTOTAL (SITE PREPARATION & DEMOLITION)					\$ 18,900.00		\$ 34,566.10		\$ 43,650.00	
PATHWAY										
13	8' Wide 4" Concrete Sidewalk	815	SQ YD	\$ 59,556.13	\$ 74.70	\$ 60,880.50	\$ 74.15	\$ 60,432.25	\$ 72.00	\$ 58,680.00
14	8' Wide 6" Concrete Sidewalk	147	SQ YD	\$ 14,387.63	\$ 94.95	\$ 13,957.65	\$ 87.75	\$ 12,899.25	\$ 108.00	\$ 15,876.00
15	12" White Thermoplastic Painted Crosswalk	1	EA	\$ 2,548.65	\$ 1,000.00	\$ 1,000.00	\$ 3,597.30	\$ 3,597.30	\$ 1,500.00	\$ 1,500.00
16	ADA Detectable Warnings	3	EA	\$ 3,564.53	\$ 250.00	\$ 750.00	\$ 1,626.35	\$ 4,879.05	\$ 750.00	\$ 2,250.00
17	Water Service Box Adjustment	2	EA	\$ 1,592.75	\$ 300.00	\$ 600.00	\$ 1,092.75	\$ 2,185.50	\$ 500.00	\$ 1,000.00
18	Harmonizing Existing Grades and Conditions	1	LS	\$ 1,592.75	\$ 4,170.00	\$ 4,170.00	\$ 8,256.20	\$ 8,256.20	\$ 8,000.00	\$ 8,000.00
SUBTOTAL (PATHWAY)					\$ 81,358.15		\$ 92,249.55		\$ 87,306.00	
LANDSCAPE										
19	Root Barrier Allowance	60	LF	\$ 3,006.00	\$ 65.00	\$ 3,900.00	\$ 75.20	\$ 4,512.00	\$ 25.00	\$ 1,500.00
20	Bahia Sod	7335	SF	\$ 3,006.00	\$ 1.30	\$ 9,535.50	\$ 1.75	\$ 12,836.25	\$ 2.00	\$ 14,670.00
SUBTOTAL (LANDSCAPE)					\$ 13,435.50		\$ 17,348.25		\$ 16,170.00	
ALLOWANCES										
21	Contingency Allowance	1	AL	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
SUBTOTAL (ALLOWANCES)					\$ 10,000.00		\$ 10,000.00		\$ 10,000.00	
TOTAL BID					\$ 181,811.24		\$ 174,822.40		\$ 216,900.00	

 BID TABULATIONS Park Connector Pathway - Canal Road Phase 3A ITB #2022B-012				Average of Bid Items for All Bidders	Engineer's Estimate		Hurr Homes LLC		E&F Florida Enterprises, Inc.	
Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
GENERAL REQUIREMENTS										
1	General Conditions	1	LS	\$ 10,586.75	\$ 9,028.39	\$ 9,028.39	\$ 3,672.50	\$ 3,672.50	\$ 17,501.00	\$ 17,501.00
2	Site Mobilization/Demobilization	1	LS	\$ 8,700.40	\$ 1,064.48	\$ 1,064.48	\$ 3400.00	\$ 3,400.00	\$ 14,000.80	\$ 14,000.80
3	Erosion Control	5270	LF	\$ 9,617.75	\$ 4.00	\$ 21,080.00	\$ 2.15	\$ 11,330.50	\$ 1.50	\$ 7,905.00
4	Unforeseen Condition Allowance	1	LS	\$ 3,238.35	\$ 5,000.00	\$ 5,000.00	\$ 1,476.70	\$ 1,476.70	\$ 5,000.00	\$ 5,000.00
5	As-built Survey/Record Drawings	1		\$ 4,715.08	\$ 5,000.00	\$ 5,000.00	\$ 4,430.15	\$ 4,430.15	\$ 5,000.00	\$ 5,000.00
6	Temporary Construction Entrance	1	LS	\$ 10,440.28	\$ 0.00	\$ 0.00	\$ 8,380.55	\$ 8,380.55	\$ 12,500.00	\$ 12,500.00
SUBTOTAL (GENERAL REQUIREMENTS)					\$ 41,172.87		\$ 32,690.40		\$ 61,906.80	
HARDSCAPE AND GRADING										
7	6' Wide Crushed Coquina Pathway	1	LS	\$ 119,768.38	\$ 76,999.90	\$ 76,999.90	\$ 99,536.75	\$ 99,536.75	\$ 140,000.00	\$ 140,000.00
SUBTOTAL (HARDSCAPE AND GRADING)					\$ 76,999.90		\$ 99,536.75		\$ 140,000.00	
LANDSCAPE ELEMENTS										
8	Dune Sunflower	287	EA	\$ 3,056.55	\$ 5.00	\$ 1,435.00	\$ 11.30	\$ 3,243.10	\$ 10.00	\$ 2,870.00
9	Dwarf Fakahatchee Grass	32	EA	\$ 618.40	\$ 12.00	\$ 384.00	\$ 18.65	\$ 596.80	\$ 20.00	\$ 640.00
10	Top Soil / Sod (Changed per addendum no. 1)	1	LS	\$ 1,677.83	\$ 500.00	\$ 500.00	\$ 1,355.65	\$ 1,355.65	\$ 2,000.00	\$ 2,000.00
11	Mulch	1	LS	\$ 2,186.78	\$ 250.00	\$ 250.00	\$ 2,373.55	\$ 2,373.55	\$ 2,000.00	\$ 2,000.00
12	Temporary Irrigation Allowance	1	LS	\$ 9,967.30	\$ 10,000.00	\$ 10,000.00	\$ 4,934.60	\$ 4,934.60	\$ 15,000.00	\$ 15,000.00
SUBTOTAL (LANDSCAPE ELEMENTS)					\$ 12,569.00		\$ 12,503.70		\$ 22,510.00	
ALLOWANCES										
13	Contingency Allowance	1	Fixed	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
14	Permit Allowance	1	Fixed	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
SUBTOTAL (ALLOWANCES)					\$ 10,000.00		\$ 20,000.00		\$ 20,000.00	
TOTAL BID						\$ 140,741.77		\$ 164,730.85		\$ 244,416.80

CONTRACT DOCUMENTS

Park Connector Pathway

Canal Road 3A and Subphase 2A

BID NO.: 2022B-012



VILLAGE OF PALMSPRINGS

FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT:

BID SET

Attn: Kirsten Siegel, WGI

2035 Vista Parkway, West Palm Beach, Florida 33411

PH. (561) 537-4547

Kirsten.Siegel@wginc.com

**VILLAGE OF PALM SPRINGS
PALM SPRINGS, FL
ITB NO. 2022B-012
PARK CONNECTOR PATHWAY- Canal Road 3A and Subphase 2A**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Park Connector Pathway- Canal Road 3A and Subphase 2A** (Project Number 3527.03) will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 p.m.** local time on **Tuesday, January 31, 2023**. At **2:30 p.m.** all Bids received will be publicly opened and read. The Project consists of earth and site work; constructing a meandering coquina pathway; installing concrete sidewalk; installation of pavers; and native Florida landscaping.

Bidding Documents may be viewed and downloaded online at www.vpsfl.org or <http://www.demandstar.com>. Hard copies of bidding documents may be obtained from WGI, Inc. on Mondays through Fridays between the hours of **9:00 a.m. and 4:30 p.m.** Bidding Documents are available on compact disc (as portable document format (PDF) files) for a nonrefundable charge of \$ 25.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from WGI, Inc. either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is \$ 50.00 per set, payable to "WGI, Inc.".

Bidders may submit their responses electronically via DemandStar – <http://www.demandstar.com>. Bidders also have the option to submit one (1) unbound original and one (1) complete copy of the Bid Document to the Village Clerk at the time and date specified. Sealed Bids must be marked "**ITB 2022B-012, Park Connector Pathway- Canal Road 3A and Subphase 2A**".

A virtual pre-bid conference will be held at **10:00 a.m.** local time on **Tuesday, January 17, 2023**, via Microsoft Teams. Attendance at the pre-bid conference is not mandatory.

Non-Mandatory Pre-Bid Conference – January 17, 2023, at 10:00 a.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWE1ZTQwNTItMTU5OC00MmM5LTg0YWItZDQ0OTVINDJjNik0%40thead.v2/0?context=%7b%22Tid%22%3a%2220801dc8-57d4-4c4b-b981-92be4d50e21c%22%2c%22Oid%22%3a%22b8da650c-7af8-4a64-af94-1881fd75b462%22%7d

Bid Opening – January 31, 2023, at 2:30 p.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmUwZDYyZDUtNmM2MS00ZjMyLTg5ZWVtMzZlMjQ3MzE1M2Q2%40thead.v2/0?context=%7b%22Tid%22%3a%2220801dc8-57d4-4c4b-b981-92be4d50e21c%22%2c%22Oid%22%3a%22b8da650c-7af8-4a64-af94-1881fd75b462%22%7d

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Procurement Specialist at procurement@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **January 25, 2023, at 5:00 p.m.** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**
Publication: **Palm Beach Post, Sun-Sentinel, Lake Worth Herald, DemandStar, and Village of Palm Springs website**
Date: **January 5, 2023**

"This project is funded wholly or in part by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women-owned, minority, Section 3 companies, and/or disadvantaged businesses are encouraged to bid on this project."

+ + END OF ADVERTISEMENT FOR BIDS + +

**SECTION 00400
BID SUBMISSION CHECKLIST**

Project Name: Park Connector Pathway, Canal Road 3A and Subphase 2A

Bid Number: 2022B-012

Bidders Name: Huurr Homes LLC

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00400 - Bid Submission Checklist
2. ☒ Completed Section 00410 - Bid Form
3. ☒ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ☒ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ☒ Completed Section 00440 - Florida Trench Safety Act Certification
6. ☒ Completed Section 00451 - Qualifications Statement
7. ☒ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ☒ Completed Section 00453 - Non-Collusive Affidavit
9. ☒ Completed Section 00454 - Drug-Free Workplace Certificate
10. ☒ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ☒ Completed Section 00456 – Scrutinized Companies
12. ☒ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. ☒ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
14. ☒ Signed copy of all Addenda.
15. ☐ Copy of Federal Forms
 - a. Non-Collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Notification of Public Entity Crimes
 - d. Certification of Eligibility of General Contractor
 - e. Certification of Non-Segregated Facilities
 - f. Workforce Projection

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

**SECTION 00410
BID FORM**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>01/24/2023</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will complete and remain compliant with all federal requirements associated with this project including, but not limited to Davis Bacon and Related Acts.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Park Connector Pathway- Canal Road 3A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	10% of Items 6 to 12	\$3,672.50	\$3,672.50
2	Site Mobilization/ Demobilization	LS	8% of Items 6 to 12	\$3,400.00	\$3,400.00
3	Erosion Control – Silt Fence	LF	5,270	\$2.15	\$11,330.00
4	Unforeseen Condition Allowance	LS	1	\$1,476.70	\$1,476.70
5	As-Built Survey	LS	1	\$4,430.15	\$4,430.15
6	Temporary Construction Entrance	LS	1	\$8,380.55	\$8,380.55
Hardscape and Grading					
7	6' Wide Crushed Coquina Pathway	LS	1	\$99,536.75	\$99,536.75
Landscape Elements					
8	Dune Sunflower	EA	287	\$11.30	\$3,243.10
9	Dwarf Fakahatchee Grass	EA	32	\$18.65	\$596.80
10	Top Soil	LS	1	\$1,355.65	\$1,355.65
11	Mulch	LS	1	\$2,373.55	\$2,373.55
12	Temporary Irrigation Allowance	LS	1	\$4,934.60	\$4,934.60
Allowance					
13	Contingency Allowance	Fixed	1	\$15,000	\$15,000
14	Permit Allowance	Fixed	1	\$5,000	\$5,000
Total of All Unit Price Bid Items					\$164,730.85

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

Total of Lump Sum and Unit Price Bids = Total Bid Price
Canal Road 3A

\$164,730.85

Unit Price Work Sub-Phase 2A					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	\$5,423.25	\$5,423.25
2	Project Management/ Superintendent	LS	1	\$147.65	\$147.65
3	Site Mobilization/ Demobilization	LS	1	\$3,065.65	\$3,065.65
4	Maintenance of Traffic	LS	1	\$6,113.60	\$6,113.60
5	Indemnification	LS	1	\$1.50	\$1.50
6	As-Built Survey/ Record Drawings Prepared By Licensed Surveyor	LS	1	\$5,906.85	\$5,906.85
Site Preparation and Demolition					
7	Erosion Control	LS	1	\$2,941.60	\$2,941.60
8	Removal of Existing Driveway/ Sidewalk Crossing Areas	SQ YD	147	\$47.20	\$6,938.40
9	Clearing and Grubbing	LS	1	\$9,982.60	\$9,982.60
10	Grading	LS	1	\$8,796.50	\$8,796.50
11	Root Pruning and Tree Relocation	EA	1	\$3,691.80	\$3,691.80
12	Protection of Existing Trees to Remain	EA	6	\$369.20	\$2,215.20
Pathway					
13	8' Wide 4" Concrete Sidewalk	SQ YD	815	\$74.15	\$60,432.25
14	8' Wide 6" Concrete Sidewalk	SQ YD	147	\$87.75	\$12,899.25
15	12" White Thermoplastic Painted Crosswalk	1	EA	\$3,597.30	\$3,597.30
16	ADA Detectable Warnings	3	EA	\$1,626.35	\$4,879.05
17	Water Service Box Adjustment	2	EA	\$1,092.75	\$2,185.50
18	Harmonizing Existing Grades and Conditions	LS	1	\$8,256.20	\$8,256.20
Landscape					
19	Root Barrier Allowance	LF	60	\$75.20	\$4,512.00
20	Sod replacement to match existing species	SF	7,335	\$1.75	\$12,836.25
Allowances					
21	Contingency Allowance	AL	1	\$10,000	\$10,000
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$174,822.40

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

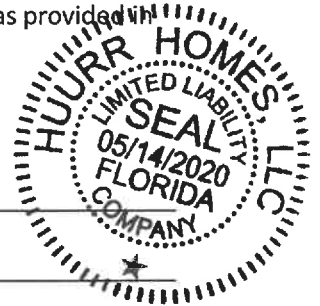
**Total of Lump Sum and Unit Price Bids = Total Bid Price
Sub-Phase 2A**

\$174,822.40

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Total of Lump Sum and Unit Price Bids (Canal Road 3A +
Subphase 2A) = Total Bid Price**

\$339,553.25



ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC1522158 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. *Completion of Federal Forms as Noted in this Bid Package in Section 00400 – Bid Submission Checklist*

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Huurr Homes, LLC

By:

[Signature]

Jaime M. Shlimbaum

[Printed name]

Jaime M. Shlimbaum

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Stephanie M. Cantafio

[Printed name]

Stephanie M. Cantafio

Title:

Payroll

Submittal Date:

01/31/2023

Address for giving notices:

2705 Burris Road, Unit 4A, Davie, FL 33314

Telephone Number:

(954)270-1121

Fax Number:

Contact Name and e-mail address:

Jaime M. Shlimbaum, jaime@huurrhomes.com

Bidder's License No.:

CGC1522158, see company portfolio for all licenses and certifications.
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00430

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Huurr Homes LLC
2705 Burris Road
Unit #4
Davie, FL 33314

SURETY (Name, and Address of Principal Place of Business):
Atlantic Specialty Insurance Company
605 Highway 169 N., Plymouth, MN 55441

OWNER (Name and Address):

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

BID

Bid Due Date: 01/31/2023

Description (Project Name— Include Location): Park Connector Pathway - Canal Road 3A and Subphase 2A
Village of Palm Springs, Palm Springs, FL

BOND

Bond Number: 01302023

Date: January 30th, 2023

Penal sum Five Percent of the amount bid

\$ 5% of the amount bid

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Huurr Homes LLC (Seal)
Bidder's Name and Corporate Seal

Atlantic Specialty Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

[Signature]
Signature

By:

[Signature]
Signature (Attach Power of Attorney)



James M. Shinnbaum
Print Name

GEO
Title

[Signature]
Signature

Title Notary

Bonnie Robbins
Print Name

Attorney-in-Fact
Title

[Signature]
Signature

Title Bond CSR

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles Boornazian, Bonnie Robbins, Nickie Sorensen, Taylor Pollock**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

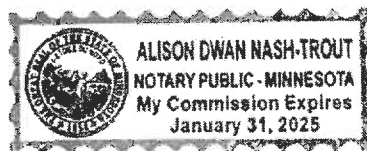
STATE OF MINNESOTA
HENNEPIN COUNTY

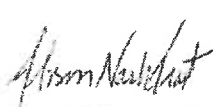


By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 30th day of January, 2023

This Power of Attorney expires
January 31, 2025





Kara Barrow, Secretary

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1)	Landscape of Distinction, Inc, Lake Worth, FL 33467	Landscaping
(2)	Palm Beach Aggregates, LLC 20125 Southern Blvd., Loxahatchee, FL 33470	Aggregates
(3)	Pillar Consultants Inc 5230 South University Drive, Davie, FL, 33328	Surveying
(4)		
(5)		
(6)		
(7)		

BIDDER: Huurr Homes, LLC

By: 

Name: Jaime M. Shlimbaum

Title: CEO

Date: 01/31/2023

**SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION**

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90- 96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>0</u>
2. Special Shoring	\$ <u>0</u>

Identify method of compliance for Item #1: No Trenching Necessary

Identify or attach a copy of Special Shoring Requirements for Item #2: No Special Shoring
Necessary.

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Huurr Homes, LLC

By: Jaime M. Shlimbaum

Name: Jaime M. Shlimbaum

Title: CEO

Sworn to and subscribed before me this 31 day of January, 2023.

Stephanie M. Cant...
Notary Public

My Commission Expires: 12/16/2026



**SECTION 00451
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm: Huurr Homes, LLC

Address: 2705 Burris Road, Unit 4A, Davie, FL 33314

2. SUBMITTED TO:

Village Clerks Office

3. SUBMITTED FOR:

Parks Connector Pathway- Canal Road 3A & Subphase 2A

Owner: Village of Palm Springs

Project Name: Parks Connector Pathway- Canal Road 3A & Subphase 2A

TYPE OF WORK:

Erosion Control, Grading, MOT, Sidewalk, Curbing,
Pavement Markings, Signage, Land Clearing, Heavy
Civil, Parking Lots

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Jaime M. Shlimbaum

Title: CEO

Phone: (954)270-1121

Email: jaime@huurrhomes.com

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

☒ LIMITED LIABILITY COMPANY

State of Organization: _____

Florida

Date of Organization: _____

05/14/2020

Members:

Jaime M. Shlimbaum, CEO

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction:

State of Florida

Type of License:

Certified General Contractor

License Number:

CGC1522158

Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: WBENC
Small Business Enterprise: Broward County
Other (See Company Portfolio, Attached): _____

9. BONDING INFORMATION

Bonding Company: Intact Insurance Surety Group
Address: 605 Highway 169 N
Plymouth, MN 55441
Bonding Agent: Insurance Office of America, Inc
Address: Sacramento, CA
Attn: Bond Dept.
1855 W State Road 434
Longwood, FL 32750
Contact Name: Brenna Tuccelli
Phone: (916)692-7017

Aggregate Bonding Capacity: \$3mm per project / \$6mm bonded aggregate

Available Bonding Capacity as of date of this submittal: \$6mm

***NOTE: AN AFFIDAVIT WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE VILLAGE WITH A PERFORMANCE AND PAYMENT BOND FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE RECORDED IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.**

10. FINANCIAL INFORMATION

Financial Institution: Centennial Bank

Address: 2600 E. Commercial Blvd.,
Fort Lauderdale, FL 33308

Account Manager: Mindy Salway

Phone: (954)397-7571

THE *VILLAGE* RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Jaime M. Shlimbaum

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years: NONE

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years: NONE

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>2,000</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>4,089</u>
YEAR	<u>2022</u>	TOTAL NUMBER OF MAN-HOURS	<u>32,067</u>
YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>4,100</u>
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Huurr Homes, LLC

BY: _____

TITLE: CEO

DATED: 01/31/2023

NOTARY ATTEST: Stephanie M Cantafio

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 31 DAY OF 1, 2023



NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: 12/6/2026

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Town of Southwest Ranches Maintenance Contract	Name: Town of Southwest Ranches Address: 13400 Griffin Road Southwest Ranches, FL 33330 Telephone: (954) 343-7453	Name: UNKNOWN Company: Telephone:	March 2022	See attached Reference Sheet	On Going	PO Basis
Gulfstream Track & Casino - Irrigation Main	Thad Miguez 901 S. Federal Highway Hallandale Beach, FL 33009 (206)999-1513	Name: UNKNOWN Company: Telephone:	June 2022	See attached Reference Sheet		\$2M
Isle Casino Gaming Terrace	Bob Witek 1500 W. Cypress Creek Road, Suite 415 Fort Lauderdale, FL 33309 (954)532-9620	Name: UNKNOWN Company: Telephone:	April 2022	See attached Reference Sheet		\$200K
3030 Burris Road Demolition	Norka Rodriguez 2705 Burris Road, Unit 4A Davie, FL 33314 (954)532-9620	Name: UNKNOWN Company: Telephone:	October 2022	See attached Reference Sheet		\$100K
South Florida Boat Center	Chris Burke 19606 SW 69th Place Pembroke Pines Fl, 33332 (954)993-3268	Name: UNKNOWN Company: Telephone:	December 2021	See attached Reference Sheet		\$535K
Savanna Ridge	Matt Fleri 224 Chimney Corner Lane, Suite 3032 (561)972-3181	Name: UNKNOWN Company: Telephone:	March 2022	See attached Reference Sheet		\$1.9M
Hobe Sound Early Learning Center	Greg Arnold 224 Chimney Corner Lane, Suite 3032 (561)972-3181	Name: UNKNOWN Company: Telephone:	June 2022	See attached Reference Sheet		\$490K

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
SW 202 Ave & SW 50th Place Drainage Improvements	Name: Town of Southwest Ranches Address: 13400 Griffin Road Southwest Ranches, FL 33330 Telephone: (954) 343-7453	Name: UNKNOWN Company: Telephone:	November 2021	See attached Reference Sheet	Completed	\$66K
Gulfstream Track & Casino - Drainage & Grading	Thad Miguez 901 S. Federal Highway Hallandale Beach, FL 33009 (206)999-1513	Name: UNKNOWN Company: Telephone:	June 2021	See attached Reference Sheet	Completed	\$1.5M
Palm Meadows Dorms - Drainage Cleaning	Thad Miguez 901 S. Federal Highway Hallandale Beach, FL 33009 (206)999-1513	Name: UNKNOWN Company: Telephone:	October 2021	See attached Reference Sheet	Completed	\$300K
AutoVault Earthwork	Bob Witek 1500 W. Cypress Creek Road, Suite 415 Fort Lauderdale, FL 33309 (954)532-9620	Name: UNKNOWN Company: Telephone:	March 2021	See attached Reference Sheet	Completed	\$140K
595 Scale Relocation	Norka Rodriguez 2705 Burris Road, Unit 4A Davie, FL 33314 (954)532-9620	Name: UNKNOWN Company: Telephone:	Sept. 2021	See attached Reference Sheet	Completed	\$200K
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work

Reference Sheet

Project Name	Company Address	Contact Name	Phone Number	Email Address	Job Description	Contract Value	Start Date	Projected End	End Date
1 SW 202 Ave & SW 50th Place Drainage Improvements	Town of Southwest Ranches	Emily Aceti	(954) 343-7453	emily.aceti@hhuur.com	Drainage Improvements, Grading & Paving	\$66K	Nov-21		Jan-22
2 Town of Southwest Ranches Maintenance Contract	Town of Southwest Ranches	Emily Aceti	(954) 343-7453	emily.aceti@hhuur.com	Pothole Repairs, Roadway Repairs, Drainage Repairs, Signage, Guardrails, Pavement Markings	\$1.3M	Feb-22	2/1/2025 (3 Year Contract)	
3 Gulfstream Track & Casino - Drainage & Grading	Gulfstream Track & Casino	Thad Miguez	(206) 999-1513	thad.miguez@hhuur.com	Installation of 2 Miles of Underground Drainage, Grading, Track, Curbini, and Sidewalk Improvements	\$1.5M	Jul-21		Nov-21
4 Gulfstream Track & Casino - North Tiki Utilities	Gulfstream Track & Casino	Thad Miguez	(206) 999-1513	thad.miguez@hhuur.com	Underground Utilities, Parking Lot Milling & Paving, Sidewalk, Curbini	\$700K	Nov-21		Feb-22
5 Gulfstream Track & Casino - Watermain Phase 2	Gulfstream Track & Casino	Thad Miguez	(206) 999-1513	thad.miguez@hhuur.com	Underground Drainage, Track Restoration	\$3M	May-22	Sep-22	
6 Gulfstream Track & Casino - Irrigation Main	Gulfstream Track & Casino	Thad Miguez	(206) 999-1513	thad.miguez@hhuur.com	Installation of Irrigation Main for the Infield Sprinkler System, Infield Drainage improvements, infield access road, track restoration	\$2.1M	May-23	Feb-23	
7 595 Scale Relocation	Florida 595 Truck Stop	Norka Rodriguez	(561) 929-0616	norka.rodriguez@hhuur.com	Demolition of Scale house, Installation of Concrete Deck Scale, 400LF of Concrete Curbini, 10'x10' concrete aprons, Widen Entrance Road, Bump, Mill, Pave, stripe and install 300LF of Guardrail.	\$200K	Sep-21		Mar-22
8 595 Maintenance Contract	Florida 595 Truck Stop	Norka Rodriguez	(561) 929-0616	norka.rodriguez@hhuur.com	Parking lot paving and maintenance, guardrail repairs, sign repairs, drainage improvements and repairs, sidewalk and curbing maintenance and repairs	\$500K	Sep-21		
9 3030 Burris Road Demolition	Florida 595 Truck Stop	Norka Rodriguez	(561) 929-0616	norka.rodriguez@hhuur.com	Building Demolition Project, Removal of Building & Installation of overflow parking lot.	\$90K	Oct-22	3/23/2023	
10 Savannas Ridge	Johnston Group	Matt Fieri	(561) 972-3181	matt.fieri@hhuur.com	Site Preparation, Underground Utilities, Road Construction, Sidewalks & Curbini	\$1.9M	Apr-22	Mar-23	
11 South Florida Boat Center	South Florida Boat Center	Chris Burke	(954) 993-3288	chris.burke@hhuur.com	Site Preparation, Underground Utilities, Road Construction, Sidewalks & Curbini	\$535K	Jan-22	Jun-22	
12 Hobe Sound Learning Center	Johnston Group	Matt Fieri	(561) 972-3181	matt.fieri@hhuur.com	Erosion Control, Site Preparation, Land Clearing, Drainage, Underground Fire Line, Asphalt Paving	\$476K	May-22	Mar-23	
13 Auto Vault Earthwork	MGM General Contracting	Bob Wittek	(954) 532-0620	bob.wittek@hhuur.com	Erosion Control & Earthwork	\$121K	Mar-22	Apr-22	
14 Isle Casino Gaming Terrace	MGM General Contracting	Bob Wittek	(954) 532-0620	bob.wittek@hhuur.com	Erosion Control, Site Preparation, Drainage, Underground Fire Line, Asphalt Paving & Curbini	\$181K	Apr-22	Jun-22	
15 Pearl Pride Underground Fireline	Pearl Brothers	Howard Pearl	(954) 325-6046	howard.p@hhuur.com	Underground Fire Line	\$20K	May-22	May-23	
16 Palm Meadows Dorms	Gulfstream Track & casino	Thad Miguez	(206) 999-1513	thad.miguez@hhuur.com	Underground Utilities, Parking Lot Repairs and Markings	\$100K	Dec-21		Feb-22

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS
NONE					

(Signed) 

**SECTION 00453
NON-COLLUSION AFFIDAVIT**

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Parks Connector Pathway- Canal Road 3A & Subphase 2A"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Broward

Jaime M. Shlimbaum, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is Owner (officer's title)
of Huurr Homes, LLC (company name),
the bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached bid and of
all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affiant, has in any way colluded, conspired,
connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit
a collusive or sham bid in connection with the contract for which the attached bid has been
submitted or to refrain from bidding in connection with such contract, or has in any
manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm, or person to fix the price or prices in the attached
bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or
the bid price of any other Bidder, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against the Village of Palm Springs or
any person interested in the proposed contract; and
- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

(Signed)

Jaime M. Shlimbaum

Jaime M. Shlimbaum, CEO

Subscribed and sworn to before me
this 31 day of January, 20 23

Stephanie M. Cantafio
Notary Public



My commission expires 12/16/26

SECTION 00454

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Huurr Homes, LLC (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

“As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein.”

Authorized Signature

01/31/2023
Date Signed

State of: Florida

County of: Broward

Sworn to and subscribed before me this 31 day of January, 2023

Personally known ☒ or Produced Identification _____
(Specify Type of Identification)

Suparna M. Ghoshal
Signature of Notary

My Commission Expires 12/6/2026



SECTION 00455
SWORN STATEMENT UNDER SECTION
287.133(3)(a), FLORIDA STATUTES, ON PUBLIC
ENTITY CRIMES

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Broward

Before me, the undersigned authority, personally appeared Jaime M. Shlimbaum, who, being
by me first duly sworn, made the following statement:

1. The business address of Huurr Homes LLC
(firm name of Bidder/Contractor)
is 2705 Burris Road, Unit 4A, Davie, FL 33314.
2. My relationship to Huurr Homes, LLC
(firm name of Bidder/Contractor)
is Owner

(relationship such as sole proprietor, partner, president, vice president)
3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. ~~There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~ NONE.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

Naime M. Shukla
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 31 day of January, 2023.

Stephanie M. Cantafio
Notary Public



(affix seal)

12/6/2026
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Jaime M. Shlimbaum, on behalf of Huurr Homes, LLC
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR: Huurr Homes, LLC

By: Jaime M. Shlimbaum

Name: Jaime M. Shlimbaum

Title: CEO

Date: 01/31/2023

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was sworn to (or affirmed) and subscribed before this 31 day
of January, 2023, by Jaime Shlimbaum, who is the
CEO of Huurr Homes LLC, who is personally
known to me or who has produced _____ as identification.



NOTARY PUBLIC Stephanie M. Cantafio
Printed Name of Notary Stephanie M. Cantafio
My Commission expires: 12/6/2026



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

 X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Firm Name	<u>Huurr Homes, LLC</u>
Name & Title (Print)	<u>Jaime M. Shlimbaum</u>
Signature	<u></u>
Date	<u>01/31/2023</u>



HUURHOM-01

JAGADHANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2023

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Melanie Young	
	PHONE (A/C, No, Ext): (561) 296-5923	FAX (A/C, No):
INSURED Huur Homes LLC 2705 Burris Road Unit #4 Davie, FL 33314	E-MAIL ADDRESS: Melanie.Young@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Insurance Company	NAIC # 35289
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		7034145472	7/24/2022	7/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7034145455	7/24/2022	7/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7034145441	7/24/2022	7/24/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7034145469	7/24/2022	7/24/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Palm Springs, Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and agents are included as Additional Insured as respects to General Liability, when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

Park Connector Pathway- Canal

Road 3A and Subphase 2A

ITB 2022B-012

Addendum No. 1

January 24, 2023

BIDS DUE: 2:00 PM, Local Time, January 31, 2023

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 **Park Connector Pathway- Canal Road 3A and Subphase 2A** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. GN-1

Delete:

GN-1, in Subphase 2A

Refer to:

Attachment 2- Revised GN-1, Subphase 2A Revision 1

IN THE SPECIFICATIONS

Delete:

N/A

ADD:

ADD:

Receipt acknowledged and conditions agreed to the 29th day of January, 2023.

Huurr Homes, LLC

Bidder


By

ATTACHMENTS

- ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS
- ATTACHMENT 2 Revised GN-1 Subphase 2A, Revision 1
- ATTACHMENT 3 Federal Required Documents and Forms

END OF ADDENDUM

**ATTACHMENT 1
RESPONSES TO BIDDER QUESTIONS**

Question 1: Bid Item 7: 6' Wide Crushed Coquina Pathway. Is coquina rock required or can locally available shellrock from an FDOT approved pit be used for this project??

Response 1: LWDD will only accept crushed coquina.

Question 2: Bid Item 4: Unforeseen condition allowance. What is the dollar amount for this allowance?

Response 2: This will be evaluated as a Lump Sum amount. Bidder determines the dollar amount.

Question 3: Bid Item 12: Temporary Irrigation Allowance. What is the dollar amount for this allowance?

Response 3: This will be evaluated as a Lump Sum amount. Bidder determines the dollar amount.

Question 4: There is no bid item for sod, but we will need to tie in the proposed grades shown on the plans to the existing grade. Where should we include the cost for the sod or seed/mulch required?

Response 4: Replacement sod is to be installed to match existing. Price for replacement sod can be added to Line Item 10 revised to read top soil/sod, under landscape elements.

Question 5: Bid Item 19: Root Barrier Allowance. What is the dollar amount for this allowance?

Response 5: This will be evaluated as a Linear Foot cost. Bidder determines LF unit cost.

Question 6: Bid Item 5: Indemnification. What dollar amount should we put for this bid item?

Response 6: This will be evaluated as a Lump Sum amount. Bidder determines the dollar amount.

Question 7: Bid item 14: 6" Concrete Sidewalk. The plans show 57 sy, not 147 sy. Can you please confirm that the quantity of 147 sy is incorrect?

Response 7: The quantity is 147 SY

Question 8: Bid item 16: ADA Detectable Warnings. The plans show 1, but the bid item is for 3 each. Can you please confirm that only one is to be installed per the plans?

Response 8: There are 4 ADA Detectable Warnings. Bid Item 16 Estimated Quantity is 4. There are 2 located in front of Foxtail Palm Park and 2 located at Gulfstream Road.

Question 9: Plan Sheet GN-1, detail "utility Pole in Sidewalk Detail". Which bid item should the 12"x18" reflective warning sign, yellow reflective tape, plastic casing and rpm's be included?

Response 9: After review, the Village will complete this task in house.

Question 10: Plan Sheet GN-1, detail "Utility Pole in Sidewalk Detail". Please confirm that the warning sign will only be required on one side of the pole.

Response 10: After review, the Village will complete this task in house.

Question 11: Plan Sheet GN-1, detail "Existing Driveway Connection. Please confirm that the path to an existing asphalt driveway will be cold patch and type sp asphalt. Which bid item should this work be included in?

Response 11: Type SP 9.5 asphalt will be required instead of cold patch for driveways that are asphalt. This will only be needed when there is a 1 ½" lip, or greater, between the new sidewalk and existing driveway. Refer to Rev. 1, revised Existing Driveway Connection Detail on sheet GN-1. The cost should be included in line item 18- Harmonizing Existing Grades.

Question 12: Section 10.11 Insurance, Section A4 & A5. These are not standard insurance coverages. Are these required for this project?

Response 12: After further review, the Umbrella Coverage or the Pollution Liability is not required

Question 13: What is the budget/estimate for the project?

Response 13: The project is funded in the Village's FY 2023 General Fund Budget. It is estimated that the Canal Road Sub-phase will cost \$200,000 and 2A Sub-phase is estimated at \$185,000.

Question 14: Where do you find the Federal Forms?

Response 14: Refer to Federal Required Documents and Forms in Attachment 3. This Attachment has all federal forms, Davis Bacon Labor Act and Federal Highway Wage.

ATTACHMENT 2
Revised GN-1 Subphase 2A, Revision 1

CONTRACTOR SHALL UTILIZE EXISTING GATE VALVE TO SHUT OFF WATER FOR FIRE HYDRANT RELOCATION



TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
TYPE A	P.C. & P.T. OF CURVES, ENDS OF EXIST. & NEW SIDEWALK
TYPE B	5'-0" CENTER TO CENTER ON SIDEWALKS
TYPE C	WHERE SIDEWALK ABUTS CONCRETE CURB, DRIVEWAYS, & SIMILAR STRUCTURES

ATTACHMENT 3
Federal Required Documents and Forms

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	Village of Palm Springs - Park Connector Pathways Ph2a
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts
- Other Requirements: E-Verify Employment Eligibility

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. Forms for the successful bidder, to be submitted after contract award:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

4. Reports to be submitted to DHED by Subrecipient/ Contractor after contract award:

- Contract Award Report (HUD Form 2516) to be submitted as follows:
 - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:	FL20220182 Mod 1 Highway 02252022
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NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with what-ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
Consequently, the Contractor may be in violating of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

1. BID GUARANTEE

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. PERFORMANCE BOND

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. PAYMENT BOND

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

PUBLIC ENTITY CRIMES

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

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
6. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

LEAD-BASED PAINT POISONING PREVENTION ACT

References: - 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

OTHER REQUIREMENTS**E-VERIFY EMPLOYMENT ELIGIBILITY**

Pursuant to section 448.095, Florida Statutes, Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of a copy of their proof of registration in the E-Verify system.

If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

The contractor shall maintain a copy of such affidavit for the duration of the contract.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared Jaime M. Shlimbaum, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) SHE is CEO of Huurr Homes LLC, the Bidder that has submitted a Bid to perform work for the following project:

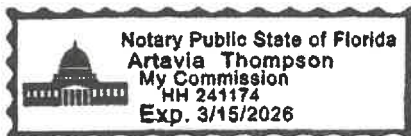
Contract #: ITB 2022B-012 Project Name: Park Connector Pathway - Canal Road 3A and Subphase 2A

- (2) SHE is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: Jaime M. ShlimbaumSTATE OF FLORIDA
COUNTY OF Broward

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 31st day of January 2023 by Jaime M. Shlimbaum, who is ☒ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: Artavia ThompsonNotary Name: ARTAVIA THOMPSON

Notary Public-State of Florida

Commission No. HH241174

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Jaime M. Shlimbaum, who, after being by me first duly sworn, deposes and says:

(1) I am CEO of Huurr Homes LLC, the bidder that has submitted a proposal to perform work for the following project:

Contract #: ITB 2022B-012 Project Name: Park Connector Pathway - Canal Road 3A and Subphase 2A

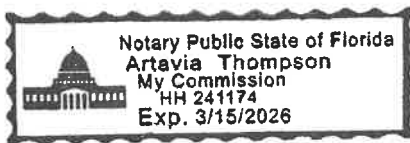
(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: *Jaime M. Shlimbaum*

STATE OF FLORIDA
COUNTY OF Broward

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 31st day of January 2023 by Jaime M. Shlimbaum, who is ☒ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:



Notary Signature: *A. Thompson*

Notary Name: ARTAVIA THOMPSON
Notary Public-State of Florida

Commission No. HH 241174

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared Jaime M. Shlimbaum, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) He/she is the CEO of Huurr Homes LLC, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC1522158 Expiration Date: 08/31/24
who submitted a proposal to perform work for the following project:

Contract #: ITB 2022B-012 Project Name: Park Connector Pathway - Canal Road 3A and Subphase 2A

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: Jaime M. Shlimbaum

STATE OF FLORIDA
COUNTY OF Broward

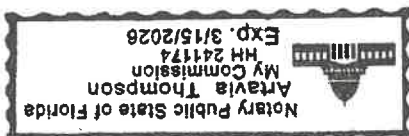
Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 31st day of January, 2023 by

Jaime M. Shlimbaum, who is ☒ personally known to me or ☐ who has produced as identification.

NOTARY SEAL:

Notary Signature: A. Thompson

Notary Name: ARTAVIA THOMPSON
Notary Public-State of Florida



Commission No. HH 241174

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Park Connector Pathway - Canal Road 3A and Subphase 2A

Company Name and Address: Huurr Homes LLC
2705 Burris Road, Unit 4A
Davie, FL 33314


Signature

Jaime M. Shlimbaum, CEO
Name and Title

01/31/2023
Date

WORKFORCE PROJECTION

PROJECT NAME:	Village of Palm Springs - Park Connector Pathways Ph2sa
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☒ Asphalt Distributor
- ☒ Asphalt Paving Machine
- ☒ Asphalt Screed
- ☒ Backhoe
- ☐ Boom Auger Operator
- ☒ Bulldozer
- ☒ Concrete Curb Machine Operator
- ☒ Concrete Joint Saw Operator
- ☒ Concrete Pump
- ☐ Cranes with boom length less than 150 ft
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes, all tower cranes, and all
- ☐ Derrick, or Dragline
- ☒ Earthmover
- ☒ Excavator
- ☐ Forklift
- ☒ Front End Loader
- ☒ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☐ Mechanic (type: _____)
- ☒ Milling Machine Grade Checker
- ☒ Milling Machine Operator
- ☐ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greaseman
- ☒ Pavement Striping Machine
- ☒ Pavement Striping Machine Nozzleman
- ☐ Pile driver
- ☐ Power Sub-grade Mixer
- ☒ Roller
- ☐ Scraper
- ☒ Sign Erector
- ☒ Small Tool Operator
- ☐ Tractor
- ☐ Trenching Machine
- ☒ Truck Driver (type: Dump Truck)
- ☐ Other:
- ☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☒ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☐ Carpenter
- ☐ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☐ Electrician
- ☐ Elevator Mechanic
- ☐ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☐ Grade Checker
- ☐ HVAC Mechanic (type: _____)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☒ Laborer - Common or General
- ☐ Laborer - Roof Tear off
- ☐ Landscape and Irrigation laborer
- ☐ Lather
- ☐ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☒ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☐ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☐ Unskilled Laborer
- ☐ Welder
- ☐ Other:

Submitted by: Huurr Homes, LLCDate: 01/31/2023

SECTION 00200
INSTRUCTIONS TO BIDDERS
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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:
 - A. Evidence of Bidder's authority to do business in the State of Florida.
 - B. State of Florida contractor license number.
 - C. Subcontractor and Supplier qualification information [coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]
 - D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 - Bidder Qualifications Questionnaire, Article 11, including project description, final project cost, owner's name, address, and phone number.
 - E. Current Certificate of Insurance per the requirements of Section 00520 - Agreement, Article 10.10.
 - F. Experience working with federally funded projects- on bidder letterhead, submit list of projects.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by the Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to the Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.
 - b. those drawings known to the Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.
2. Owner will make copies of the reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to the Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on the Owner's authority regarding the Site.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by the Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- E. Bidder shall not disturb any ongoing operations at the Site.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect the cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect the cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as the Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder to the Procurement Specialist, and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required.

Such a list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other

individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. Corporate-by-laws are acceptable evidence of authority.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone numbers for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 By submitting a Bid, Bidder acknowledges that Bidder has reviewed the terms of the Agreement included as part of the bid package and represents that, if awarded the contract, Bidder is prepared to enter into an Agreement with the Village in substantially the same form.
- 15.05 The following documents shall be submitted with and made a part of the Bid:
 - Section 00400 Bid Submission checklist
 - Section 00410 Bid Form
 - Section 00430 Bid Bond
 - Section 00431 Tabulation of Subcontractor and Suppliers
 - Section 00440 Florida Trench Safety Act Certification
 - Section 00451 Qualifications Statement

Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
 Section 00453 Non-collusion Affidavit
 Section 00454 Drug-Free Workplace Certificate
 Section 00455 Sworn Statement on Public Entity Crimes
 Section 00456 Scrutinized Companies Certification Form
 Conflict of Interest Form
 Non-collusion Affidavit of Prime Bidder
 Anti-kickback Affidavit
 Certification of Eligibility of General Contractor
 Certification of Non-segregated Facilities
 Workforce Projection
 Current Certificate of Insurance

- Listing Village of Palm Springs 226 Cypress Lane, Palm Springs, Florida 33461 as additionally insured
- Listing Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees, and Agents as additional insured.
- Listing of Lake Worth Drainage District Provide Proof of minimum of \$1,000,000.00 liability must be furnished to LWDD with LWDD listed as an additional interest for the contractor(s) that will be doing work within LWDD ROW."

Federal Required Forms

"This project is funded wholly or in part by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women-owned, minority, Section 3 companies, and/or disadvantaged businesses are encouraged to bid on this project."

"DAVIS BACON ACT

This project is funded in part by Community Development Block Grant funds. Wage rate requirements and other DAVIS-BACON & RELATED ACTS will apply. The Contractor awarded this project will be required to have payroll report submittals properly compliant prior to partial and final payments being made. SEE FEDERAL REQUIREMENTS & WAGE DETERMINATION SECTION FOR THE REQUIREMENTS."

"The contractor awarded the contract and all sub-contractor representatives shall attend a preconstruction meeting with Palm Beach County Department of Housing and Economic Development staff to go over Davis-Bacon requirements."

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

Original

**SECTION 00400
BID SUBMISSION CHECKLIST**

Project Name: PARK Connector PATHWAY Canal Rd 3A + Subphase 2A

Bid Number: 2022 B-012

Bidders Name: E+F Florida Enterprises Inc. d/b/a CREATIVE Contracting Group

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00400 - Bid Submission Checklist
2. ☒ Completed Section 00410 - Bid Form
3. ☒ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ☒ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ☒ Completed Section 00440 - Florida Trench Safety Act Certification
6. ☒ Completed Section 00451 - Qualifications Statement
7. ☒ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ☒ Completed Section 00453 - Non-Collusive Affidavit
9. ☒ Completed Section 00454 - Drug-Free Workplace Certificate
10. ☒ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ☒ Completed Section 00456 - Scrutinized Companies
12. ☒ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. ☒ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
14. ☒ Signed copy of all Addenda.
15. ☒ Copy of Federal Forms
 - a. Non-Collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Notification of Public Entity Crimes
 - d. Certification of Eligibility of General Contractor
 - e. Certification of Non-Segregated Facilities
 - f. Workforce Projection

Submit one (1) original and ~~two (2)~~ ⁽¹⁾ copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.
END OF SECTION

SECTION 00410
BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
01	1-24-23

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

Park Connector Pathway- Canal

Road 3A and Subphase 2A

ITB 2022B-012

Addendum No. 1

January 24, 2023

BIDS DUE: 2:00 PM, Local Time, January 31, 2023

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 **Park Connector Pathway- Canal Road 3A and Subphase 2A** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. GN-1

Delete:

GN-1, in Subphase 2A

Refer to:

Attachment 2- Revised GN-1, Subphase 2A Revision 1

IN THE SPECIFICATIONS

Delete:

N/A

ADD:

ADD:

Receipt acknowledged and conditions agreed to the 24 day of January, 2023.

E+H Florida Enterprises Inc
Bidder D/B/A CREATIVE CONTRACTS
Group

By USA Addis V.P.
[Signature]

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will complete and remain compliant with all federal requirements associated with this project including, but not limited to Davis Bacon and Related Acts.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Park Connector Pathway- Canal Road 3A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	10% of Items 6 to 12	17,501	17,501
2	Site Mobilization/ Demobilization	LS	8% of Items 6 to 12	14,000. ^{8%} / ₁₀₀	14,000. ^{8%} / ₁₀₀
3	Erosion Control – Silt Fence	LF	5,270	1.50	7905
4	Unforeseen Condition Allowance	LS	1	5000	5000
5	As-Built Survey	LS	1	5000	5000
6	Temporary Construction Entrance	LS	1	12,500	12,500
Hardscape and Grading					
7	6' Wide Crushed Coquina Pathway	LS	1	149,000	149,000
Landscape Elements					
8	Dune Sunflower	EA	287	10	2870
9	Dwarf Fakahatchee Grass	EA	32	20	640
10	Top Soil	LS	1	2000	2000
11	Mulch	LS	1	2000	2000
12	Temporary Irrigation Allowance	LS	1	15,000	15,000
Allowance					
13	Contingency Allowance	Fixed	1	\$15,000	\$15,000
14	Permit Allowance	Fixed	1	\$5,000	\$ 5,000
Total of All Unit Price Bid Items					\$244,416. ^{8%}/₁₀₀

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

**Total of Lump Sum and Unit Price Bids = Total Bid Price
Canal Road 3A**

\$ 244,416. ^{8%}/₁₀₀

Unit Price Work Sub-Phase 2A					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	10,000	10,000
2	Project Management/ Superintendent	LS	1	11,274	11,274
3	Site Mobilization/ Demobilization	LS	1	21,000	21,000
4	Maintenance of Traffic	LS	1	12,000	12,000
5	Indemnification	LS	1	500	500
6	As-Built Survey/ Record Drawings Prepared By Licensed Surveyor	LS	1	5,000	5,000
Site Preparation and Demolition					
7	Erosion Control	LS	1	2,000	2,000
8	Removal of Existing Driveway/ Sidewalk Crossing Areas	SQ YD	147	50.	7,350
9	Clearing and Grubbing	LS	1	15,000	15,000
10	Grading	LS	1	15,000	15,000
11	Root Pruning and Tree Relocation	EA	1	2500	2500
12	Protection of Existing Trees to Remain	EA	6	300	1800
Pathway					
13	8' Wide 4" Concrete Sidewalk	SQ YD	815	72	58,680
14	8' Wide 6" Concrete Sidewalk	SQ YD	147	108	15,876
15	12" White Thermoplastic Painted Crosswalk	1	EA	1500	1,500
16	ADA Detectable Warnings	3	EA	750	2,250
17	Water Service Box Adjustment	2	EA	500	1,000
18	Harmonizing Existing Grades and Conditions	LS	1	8,000	8,000
Landscape					
19	Root Barrier Allowance	LF	60	25	1500
20	Sod replacement to match existing species	SF	7,335	2	14,670
Allowances					
21	Contingency Allowance	AL	1	\$10,000	10,000
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$216,900

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

**Total of Lump Sum and Unit Price Bids = Total Bid Price
Sub-Phase 2A**

\$ 216,900.⁰⁰

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Total of Lump Sum and Unit Price Bids (Canal Road 3A +
Subphase 2A) = Total Bid Price**

\$ 461,316.⁸⁰

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No. CGC1513410 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. *Completion of Federal Forms as Noted in this Bid Package in Section 00400 – Bid Submission Checklist*

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

ETX Florida Enterprises Inc. d/b/a Creative Contracting Group

By:

[Signature]

L. Addis

[Printed name]

LISA Addis V.P.

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Frank Addis

[Printed name]

Frank Addis

Title:

Secretary

Submittal Date:

1/30/23

Address for giving notices:

3141 Fortune Way S16

Wellington FL 33414

Telephone Number:

561-333-1445

Fax Number:

561-333-7894

Contact Name and e-mail address:

LISA Addis

creative contractor @ comcast.net

Bidder's License No.:

CGC 151 3410

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
E&F FLORIDA ENTERPRISES INC.

Filing Information

Document Number	P03000112054
FEI/EIN Number	20-0261053
Date Filed	10/09/2003
State	FL
Status	ACTIVE

Principal Address

4210 sea mist way
wellington, FL 33449

Changed: 05/01/2013

Mailing Address

17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Registered Agent Name & Address

BUDNER, MORDECAI
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Officer/Director Detail

Name & Address

Title VP

ADDIS, LISA
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Title Secretary

ADDIS, FRANK
11376 REGATTA LANE
WELLINGTON, FL 33449

Annual Reports

Report Year	Filed Date
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SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

E&F Florida Enterprises, Inc dba Creative Contracting Group
3141 Fortune Way, S-16
Wellington, FL 33414

SURETY (Name, and Address of Principal Place of Business):

United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ 07960

OWNER (Name and Address):

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

BID

Bid Due Date: January 31, 2023

Description (Project Name— Include Location):

2022B-012 - Park Connector Pathway, Canal Road 3A and Subphase 2A

BOND

Bond Number: N/A

Date: January 31, 2023

Penal sum Five Percent of Amount Bid \$ 5% of Amount Bid

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

E&F Florida Enterprises, Inc dba Creative Contracting Group (Seal)

Bidder's Name and Corporate Seal

By:

Signature

LISA Addis

Print Name

V.P.

Title

Attest:

Signature

Title

Frank Addis, secretary

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Brett Rosenhaus

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

027523

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Christian Collins

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

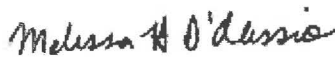
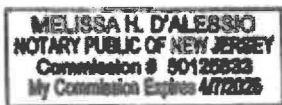
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



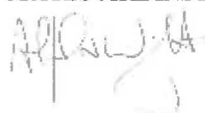
Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 31st day of January 20 23

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1) <u>Cemex</u> <u>1501 Belvedere Rd WPB FL</u>	<u>Cement</u>
(2) <u>Line technology</u> <u>14974 75th Ln North Longhatch FL</u>	<u>Thermo plastic striping</u>
(3) <u>mountain stone Gravel</u> <u>4650 US 1 Vero Beach FL 32967</u>	<u>covering steel crushed.</u>
(4) <u>Subtainscape Inc</u> <u>6216 92nd Rd S Boynton Beach FL</u>	<u>Plants, Landscaping</u>
(5) <u>Ranger Asphalt supply</u> <u>101 Sansbury Way WPB 33411</u>	<u>Asphalt supply</u>
(6) <u>DWS - Detectable Warning Systems</u> <u>9310 Old Kings Rd S #1702 Jacksonville FL</u>	<u>Detectable Warnings.</u>
(7) <u>Williams Soils + Sod</u> <u>2580 S Military Trl WPB 33419</u>	<u>Sod, soil, etc.</u>

BIDDER: Creative Contractor Group

By: Dr. Addis

Name: Lisa Addis

Title: V.P.

Date: 1/30/23

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90- 96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>0</u>
2. Special Shoring	\$ <u>0</u>

Identify method of compliance for Item #1: N/A Less than 4 FT.

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A Less than 4 FT.

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Creative Contracting Group

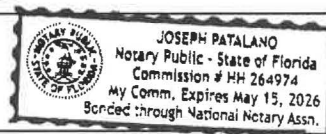
By: Lisa Addis

Name: Lisa Addis

Title: V.P.

Sworn to and subscribed before me this 30th day of January, 2023.

[Signature]
Notary Public



My Commission Expires: _____

**SECTION 00451
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

E & F Florida Enterprises Inc

Address:

D/3/A CREATING Contracting Group

3141 Fortune Way S-16

Wellington FL 33414

2. SUBMITTED TO:

Village Clerks Office

3. SUBMITTED FOR:

Parks Connector Pathway- Canal Road 3A & Subphase 2A

Owner:

Village of Palm Springs

Project Name:

Parks Connector Pathway- Canal Road 3A & Subphase 2A

TYPE OF WORK:

earth + site work, cogging pathways,

concrete sidewalk, pavers + landscaping

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Lisa Addis

Title:

V.P. / cert. FL. General Contractor

Phone:

561-333-1445

Email:

creativecontractor@a.comcast.net

5. AFFILIATED COMPANIES:

Name:

N/A

Address:

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

N/A

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

N/A

Type of Partnership:

Name of General Partner(s):

☒ CORPORATION

State of Organization:

Florida

Date of Organization:

10/09/2003

Executive Officers:

- President:

N/A

- Vice President(s):

Lisa Addis

- Treasurer:

N/A.

- Secretary:

Frank Addis

☐ LIMITED LIABILITY COMPANY

State of Organization:

N/A

Date of Organization:

Members:

N/A

☐ JOINT VENTURE

Sate of Organization:

N/A

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

N/A

- Address:

Joint Venture Managing Partner

- Name:

N/A

- Address:

Joint Venture Managing Partner

- Name:

N/A

- Address:

7. LICENSING

Jurisdiction:

Florida

Type of License:

CGC 1513410

License Number:

Florida Certified General Contractor

Jurisdiction:

N/A

Type of License:

License Number:

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:

N/A

Minority Business Enterprise:

N/A

Woman Owned Enterprise:

P.B.C.S.D.

Small Business Enterprise:

P.B.C.S.D.

Other ():

9. BONDING INFORMATION

Bonding Company:

Mielson Rosenhaus & Ass.

Address:

220 Congress Park Dr S-100

Delray Bch FL 33445

Bonding Agent:

Kailee Rosenhaus.

Address:

220 Congress Park Dr. S100

Delray Bch FL 33445

Contact Name:

Kailee Rosenhaus

Phone:

561-454-8202

Aggregate Bonding Capacity:

ONE million

Available Bonding Capacity as of date of this submittal:

ONE million

***NOTE: AN AFFIDAVIT WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE VILLAGE WITH A PERFORMANCE AND PAYMENT BOND FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE RECORDED IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.**

10. FINANCIAL INFORMATION

Financial Institution: Bank of America
Address: 4364 S STATE Rd. 7
Wellington FL 33449
Account Manager: IDA Virrelli
Phone: 561-304-4800

THE **VILLAGE** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Frank Addis

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years. ✓

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. ✓

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. ✓

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2022</u>	EMR	<u>.89</u>
YEAR	<u>2021</u>	EMR	<u>.90</u>
YEAR	<u>2020</u>	EMR	<u>.88</u>
YEAR	<u>2019</u>	EMR	<u>.87</u>
YEAR	<u>2018</u>	EMR	<u>.88</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2022</u>	TRFR	<u>0</u>
YEAR	<u>2021</u>	TRFR	<u>0</u>
YEAR	<u>2020</u>	TRFR	<u>0</u>
YEAR	<u>2019</u>	TRFR	<u>0</u>
YEAR	<u>2018</u>	TRFR	<u>0</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2022</u>	TOTAL NUMBER OF MAN-HOURS	<u>96,000</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>95,500</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>94,700</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>96,200</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>95,800</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2022</u>	DART	<u>0</u>
YEAR	<u>2021</u>	DART	<u>0</u>
YEAR	<u>2020</u>	DART	<u>0</u>
YEAR	<u>2019</u>	DART	<u>0</u>
YEAR	<u>2018</u>	DART	<u>0</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Creative contracting Group
 BY: Lisa Addis
 TITLE: LISA Addis V.P.
 DATED: 1-30-23

NOTARY ATTEST:

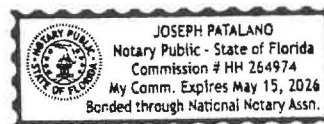
SUBSCRIBED AND SWORN TO BEFORE ME

THIS January 30 DAY OF 2023

NOTARY PUBLIC - STATE OF

MY COMMISSION EXPIRES:

[Signature]
5-15-24



REQUIRED ATTACHMENTS

- ✓ 1. Schedule A (Current Experience).
- ✓ 2. Schedule B (Previous Experience).
- ✓ 3. Schedule C (Major Equipment).
- ✓ 4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
- ✓ 5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement. ✓
- ✓ 6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 11. ✓
- ✓ 7. Required safety program submittals listed in Section 12. ✓
- ✓ 8. Additional items as pertinent.



NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY



January 23, 2023

Re: E&F Florida Enterprises, Inc. dba Creative Contracting Group
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for E&F Florida Enterprises, Inc. dba Creative Contracting Group. Their Surety is United States Fire Insurance Company which carries an A.M. Best Rating of A XIII and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to \$750,000 for a single bond and \$750,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

E&F Florida Enterprises, Inc. dba Creative Contracting Group is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
E&F FLORIDA ENTERPRISES INC.

Filing Information

Document Number	P03000112054
FEI/EIN Number	20-0261053
Date Filed	10/09/2003
State	FL
Status	ACTIVE

Principal Address

4210 sea mist way
wellington, FL 33449

Changed: 05/01/2013

Mailing Address

17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Registered Agent Name & Address

BUDNER, MORDECAI
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Officer/Director Detail

Name & Address

Title VP

ADDIS, LISA
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Title Secretary

ADDIS, FRANK
11376 REGATTA LANE
WELLINGTON, FL 33449

Annual Reports

Report Year	Filed Date
--------------------	-------------------

State of Florida

Department of State

I certify from the records of this office that E&F FLORIDA ENTERPRISES INC. is a corporation organized under the laws of the State of Florida, filed on October 9, 2003.

The document number of this corporation is P03000112054.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 26, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of March, 2019*



Randy Be
Secretary of State

Tracking Number: 3808679411CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Lisa Addis

4310 Sea Mist Way
Wellington, FL 33449
(561)-333-1445
lisaaddis@comcast.net

Vice President of Creative Contracting Group with a 17-year record of success overseeing all phases of the day to day operations of the company. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP

Vice President, October 2003 – Present

- Manage and strengthen relationships with clients, architects, engineers, building officials and bank representatives
- Supervise and motivate team of employees and subcontractors
- Payroll and Budgeting
- Expert efficiency with reading blueprints, building codes, and permits
- Manage and conduct meetings with clients and product representatives
- Manage materials and maximize resources
- Site Safety / OSHA Compliance
- Manage project timelines and contract negotiations
- Bidding / Estimating / Proposals

Licenses

FLORIDA CERTIFIED GENERAL CONTRACTOR

FLORIDA CERTIFIED REAL ESTATE BROKER

Frank Addis

11376 Regatta Ln
Wellington, FL 33449
(561)-306-5390
frank197011@gmail.com

Construction manager with a 17-year record of success overseeing all phases of construction projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP

Operations Supervisor, October 2003 – Present

- Construction / Demolition Projects
- Home Improvement Projects
- Site Safety / OSHA Compliance
- Change Order Management
- Budgeting & Cost Controls
- Bidding / Estimating / Proposals
- Subcontractor / Crew Supervision
- Preparing Project Initiation Documentation
- Preparing Progress Reports

Edmond D'Eusanio

11201 Pine Valley Dr
Wellington, FL 33414
(561)-718-7568
eddiepavers@gmail.com

Construction operations manager with a 22-year record of success overseeing all phases of construction projects and sales. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP

Operations and Sales Supervisor, October 2003 – Present

- Establishes Relationships with Property Management Companies
- Bidding / Estimating / Proposals
- Budgeting & Cost Controls
- Site Safety / OSHA Compliance
- Change Order Management
- Subcontractor / Crew Supervision
- Preparing Project Initiation Documentation
- Preparing Progress Reports

Joseph Patalano

11144 Marina Bay Rd
Wellington, FL 33449
(561)-291-1665
jepsales@comcast.net

Project Coordinator with a 10 year record of success managing all phases of construction projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP

Project Coordinator, October 2013 – Present

- Direct Liaison Between Outside Agencies and our Staff
- Bidding / Estimating / Proposals
- Change Order Management
- Budgeting & Cost Controls
- Preparing Project Initiation Documentation
- Preparing Progress Reports
- Site Safety / OSHA Compliance

FLORIDA EASTCOAST RAILROAD POLICE

Supervisor, March 2010 –October 2013

NEW YORK CITY POLICE DEPARTMENT

Sergeant, September 2000 –July 2008

Police Officer. July 1988- September 2000



3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

RE: PARK CONNECTOR PATHWAY- Canal Road 3A and Subphase 2A / Safety Programs Submittals

We had no occupational injuries and illnesses in the past 5 years

We had no OSHA citations and notifications of penalty in the past 5 years

We had no safety citations or violations in the past 5 years

We have no subcontractors for this project over 10% of the bid.

Thanks,

Lisa Addis V.P.



**3141 FORTUNE WAY STE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410**

Here is a list of just some of the Federally Funded projects we have completed:

Village Of Palm Springs / Pathways Park Phase 2B

Town of Jupiter / Aicher House Refurbish and multiple Jupiter Lighthouse projects

Riviera Beach CRA / Marina Seawall and Railing and numerous projects for Housing Development
Beatification Program

City of West Palm Beach / Coleman Park Community Center addition

Palm Beach County / numerous projects for the Dept. of Economic Sustainability

Village of Wellington / numerous projects for the Dept. of Economic Sustainability

City of Lake Worth / Lake Worth Beach Casino Bus Stop Expansion Project

Broward Co. Hous. Auth / Highland Gardens Complex Painting

Thanks,

Lisa Addis V.P.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2023

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

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

PRODUCER	CONTACT NAME: Ana Grajales
Floridian Coastline Group	PHONE (A/C, No, Ext): (954) 302-4531
2450 E Commercial Blvd	FAX (A/C, No): (954) 692-3941
Suite 203	E-MAIL ADDRESS: ana@floridiancoastline.com
Ft Lauderdale FL 33308	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers
INSURED	INSURER B:
E&F FLORIDA ENTERPRISES, INC	INSURER C:
DBA CREATIVE CONTRACTORS GROUP	INSURER D:
3141 FORTUNE WAY STE 16	INSURER E:
WELLINGTON FL 33414	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL16122103216

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			BA-6N351568-21-42-G	10/03/2022	10/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							UM \$ 500,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Juan Carlos Cruz/ANA

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E&FFL-1

OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2022

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

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

PRODUCER Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC	561-392-3300	CONTACT Workers Compensation Group NAME: PHONE (A/C, No, Ext): 561-392-3300 FAX (A/C, No): 561-361-1132 E-MAIL : certs@workerscompgroup.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: BusinessFirst Ins Co		11697
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			521-12678	04/16/2022	04/16/2023	PER STATUTE ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

PROOF OF

Proof of Insurance Only
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2022

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PRODUCER Insured Choice of North America 706 W. Boynton Beach Blvd. #110 Boynton Beach FL 33426		CONTACT NAME: Troy Sissom PHONE (A/C, No, Ext): (561) 736-6022 FAX (A/C, No): (561) 736-6052 E-MAIL ADDRESS: insuredchoice@insuredchoice.com	
INSURED E & F Florida Enterprises Inc dba Creative Contracting Group #CGC1513410 3141 Fortune Way Suite 16 Wellington FL 33414		INSURER(S) AFFORDING COVERAGE INSURER A: JAMES RIVER INS CO INSURER B: CENTURY SURETY CO INSURER C: STARSTONE SPECIALTY INSURANCE COMPANY INSURER D: INSURER E: INSURER F:	
		NAIC # 12203 36951	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	00115201-1	04/05/2022	04/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000			
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$			
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$		CCP1053980	04/05/2022	04/05/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000			
	☒ OCCUR ☒ CLAIMS-MADE								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			
C	Pollution Liability		M84512220AEM	05/02/2022	05/02/2023	General Aggregate 2,000,000 Each Pollution Condi 1,000,000 Liability Aggregate 2,000,000			

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Village Hall & Pkx space Palm Springs	Name: Walter Sanchez. Address: 226 Cypress Ln Palm Springs, CA Telephone: 561-641-3419	Name: Wandman GRP Company: REG ARCHITECTS Christine Merrill Telephone: 561-659-2382x108	2/2022	Office Remodel	95%	309,300
Village of Wellington Home town Repairs	Name: Gloria Kelly Address: 12300 Forest Hill Blvd Wellington, FL Telephone: 561-791-4105	Name: N/A Company: Telephone:	numerous projects	Roofs, Remodels windows, doors etc.	10% to 95%	numerous projects from 20K to 60K
PBC Dept of Economic Sustainability.	Name: Mani BERTANO Address: 100 Australian Ave 5-500 WPA Bldg. Telephone: 561-233-3682	Name: N/A Company: Telephone:	Numerous Projects	Roofs, sidewalks driveways remodels etc.	100% to 90%	numerous projects from 30K to 100K
Quinn Residence	Name: Mark Quinn Address: 16887 Crown Bridge Dr. Delray Beach, FL Telephone: 561-400-3603	Name: N/A. Company: Telephone:	1/2023	Basketball CT	75%	
Valencia Point Pickle Ball + Bocce Ct.	Name: MEGAN TALBOT Address: 6395 Castle Gate Blvd Boynton Beach 33437 Telephone: 561-424-0238	Name: VANN BUCKLE Company: Greg Buckle Telephone: 772-634-2289	9/22	Construct Pickle Ball + Bocce Cts.	95%	91,667
Polo Club Concrete Restoration	Name: ERICA LONG Address: 13388 Polo Rd W Wellington, FL Telephone: 561-351-6146	Name: FRANK ANGIATTAS Company: Proteus Classic LLC Telephone: 954-667-7803	11/2022	Concrete restoration	Waiting on Permit	287,600
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
LOVE ST. PARKING LOT TOWN OF JUPITER	Name: SCOTT Isbener Address: 210 Military Trl Jupiter FL Telephone: 561-741-7719	Name: MIKE LOWE Company: HAZEN + SAWYER Telephone: 561-997-8070	11/2019	Sidewalks Asphalt curbing Landscaping lighting etc.	100%	407,700
PATHWAYS PARK PALM SPRINGS	Name: Walter Sanchez Address: 226 Cypress Ln PALM SPRINGS FL Telephone: 561-641-3419	Name: WGI Company: Kristen Siegel Telephone: 561-687-2220	4/2021	Sidewalks Driveways curbing, soil signage etc.	100%	505,065
Bellagio HOA Pickle Board Courts	Name: Davilma Olancessa Address: 6525 Bellagio Lakeside Lake Worth FL Telephone: 561-439-8244	Name: VANN buckle Company: greg buckle Telephone: 772-634-2289	6/2020	Constructed Four Pickleball Courts, asphalt Curbing, etc.	100%	190,000
Palm Beach County Housing Auth. Sidewalks, concrete 2021-20	Name: LAQUANAL Pace Address: 3432 W 45th St WPB FL 33407 Telephone: 561-684-2160 x107	Name: N/A Company: Telephone:	11/2021	Sidewalks Grindings curbing Stucco	100%	46,900
LAKE WORTH Warehouse Conversion to Offices	Name: Paul Nicholas Address: 1900 2nd ave N LAKE WORTH FL Telephone: 561-533-3682	Name: Matthews Consulting Company: Rebecca Travis Telephone: 561-655-6175	12/20	Office Renovation from scratch elect, flooring etc.	100%	228,500
Jupiter north + south POPS Renovations	Name: SCOTT Isbener Address: 210 Military Trl Jupiter FL Telephone: 561-741-2281	Name: Brett Johnson Company: Kimberly Horen + ASS. Telephone: 561-845-0665	3/21	Parking lot Improvements Bathrooms Asphalt curbing etc.	100%	279,000
LAKEWOOD RD + RED LANE PALM SPRINGS	Name: Walter Sanchez Address: 226 Cypress Ln Telephone: 561-641-3419	Name: EX GINITY GROUP Company: Keshava Rao GPR Telephone: 561-687-2220	7/2019	Sidewalks Driveways Curbing Drainage etc.	100%	229,000

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Boynston Bch Ocean front park. Retaining wall + stairs	Name: GAIL MOOTZ Address: 222 N 6 4th ave Boynston Bch FL Telephone: 561-307-2185	Name: Gary Dunmyer Company: Boynston Bch Telephone: 561-945-9394	3/2019	Repair retaining wall, stairs, sidewalks, railings.	100%	119,800
Town Hall Pavers + sidewalks Wellington	Name: MARCO Roselli Address: 12300 Forest Hill Blvd Wellington FL Telephone: 561-791-4127	Name: N/A Company: Telephone:	6/2020	Sidewalks curbing pavers	100%	26,590
Riviera Bch MARINA Project	Name: Andre Lewis Address: 2001 Broadway Riviera Bch FL Telephone: 561-714-7719	Name: Sung + Ass Company: Telephone: 561-655-2423	8/2018	Removed + replaced sea wall + fencing, railings	100%	285,600
Villasagio Hoa Annual Sidewalk repairs	Name: LAY CARP Address: 6935 Via Bernardi Lancewood FL Telephone: 561-967-7814	Name: N/A Company: Telephone:	2010 - present	Sidewalks curbing driveways	100%	MISC.
Green acres Volleyball	Name: DARIO Rubio Address: 2400 Pinehurst Dr Green acres FL Telephone: 561-642-2072	Name: IN House. Company: N/A Telephone:	12/2021	Construct four volleyball courts	100%	90,860
New Haven + Island sidewalks + curbing	Name: Scott Isberner Address: 210 Military Trl Jup FL Telephone: 561-741-2281	Name: Kimberly Horn Company: + Ass. Telephone: 561-845-0665	10/2022	Sidewalks curbing driveways asphalt	100%	202,073
EDWARDS Residence	Name: Jovan Edwards Address: 12148 Quercus Ln Wellington FL Telephone: 561-306-0130	Name: N/A Company: Telephone:	12/2021	Home Remodel Kitchen, baths flooring, etc	100%	63,500.

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
2014 MITSU FUSO landscape truck	2014	Very Good	50K
2007 MITSU FUSO landscape truck	2007	good	30K
Ford F-350 Box truck	2006	good	25K
Catpillar excavator 252 B	2012	very good	20K
New Holland Excavator L185	2015	very good	20K
Blast / Track Power Washer	2001	good	10K.
Conte / Trail Flat trailer	2004	very good.	3K
numerous BOBCATS	MISC	↓	MISC
" generators	MISC.		
" Scaffolds			
" chipping hammers			
" wet saws			
" misc. power tools.			
" misc. masonry tools.			
" ladders.			
" wheel barrows			
" painting equipment.			

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS
---------	--	--	---------------------	--------	--------

None

(Signed) 

**SECTION 00453
NON-COLLUSION AFFIDAVIT**

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Park Connector Pathway
Canal Rd. 3A & Subphase 2A"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Lisa Addis, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is V.P. (officer's title)
of ETF Florida Enterprises, Inc. (company name),
the bidder that has submitted the attached bid; DIB/A CREATIVE Contracting Group
- B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and
- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

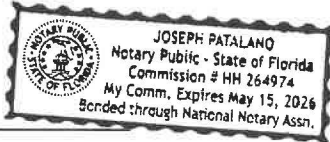
(Signed)



Subscribed and sworn to before me
this 30 day of January, 2023


Notary Public

My commission expires _____



**SECTION 00454
DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that ETF Florida Enterprises Inc. d/b/a CREATIVE Contracting Group (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

[Signature]
Authorized Signature

1-30-23
Date Signed

State of: FL

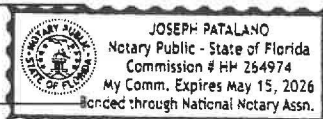
County of: Palm Bch

Sworn to and subscribed before me this 30 day of January, 2023

Personally known or Produced Identification N/A
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires _____



SECTION 00455
SWORN STATEMENT UNDER SECTION
287.133(3)(a), FLORIDA STATUTES, ON PUBLIC
ENTITY CRIMES

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Palm Bch

Before me, the undersigned authority, personally appeared LISA Addis, who, being
by me first duly sworn, made the following statement:

1. The business address of ETF Florida Enterprises inc
is 3141 Fortune way S-16 Wellington FL 33414
(firm name of Bidder/Contractor)
2. My relationship to ETF Florida Enterprises inc.
is V.P. /owner
(firm name of Bidder/Contractor)

(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is N/A.

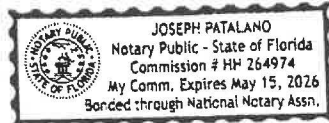
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

[Signature]
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 30 day of January, 2023

[Signature]
Notary Public



(affix seal) N/A.

My commission expires _____

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Lisa Addis, on behalf of E + F Florida Enterprises, Inc. (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: [Signature]
Name: Lisa Addis
Title: V.P.
Date: 1-30-23

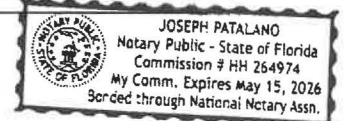
STATE OF FLORIDA
COUNTY OF Palm Bch.

The foregoing instrument was sworn to (or affirmed) and subscribed before this 30 day of January, 20 23, by Lisa Addis, who is the V.P. of E + F Florida Enterprises, Inc., who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC

Printed Name of Notary [Signature]

My Commission expires: _____





CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Firm Name

ETF Florida Enterprises Inc

Name & Title (Print)

LISA Addis V.P.

Signature

[Signature]

Date

1-30-23

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	Village of Palm Springs - Park Connector Pathways Ph2a
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

✓ 1. **General Requirements:**

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts
- Other Requirements: E-Verify Employment Eligibility

2. **Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. **Forms for the successful bidder, to be submitted after contract award:**

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

4. **Reports to be submitted to DHED by Subrecipient/ Contractor after contract award:**

- Contract Award Report (HUD Form 2516) to be submitted as follows:
 - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

✓ 5. **Davis-Bacon Act:**

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:	FL20220182 Mod 1 Highway 02252022
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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared LISA Addis, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) S He is V.P. of E+F Florida Enterprises INC, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: ITB# 2022B-012 Project Name: PARK-CONNECTOR Pathway / Canal Rd 3A + Subphase 2A

- (2) S He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: *Lisa Addis*

STATE OF FLORIDA

COUNTY OF PALM Beach

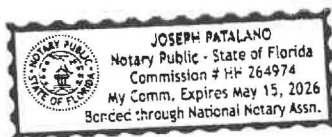
Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

notarization, this 30 day of January 2023 by

LISA Addis, who is ☒ personally known to me or ☐ who has produced

N/A as identification.

NOTARY SEAL:



Notary Signature: *Joseph Patalano*

Notary Name: Joseph Patalano

Notary Public-State of Florida

Commission No. HH 264974

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared LISA Addis, who, after being by me first duly sworn, deposes and says:

(1) I am V.P. of E+H Florida Enterprises Inc., the bidder that has submitted a proposal to perform work for the following project:

Contract #: ITB# 2022B-012 Project Name: Parik Connector Pathway Canal Rd 3A + Subphase 2

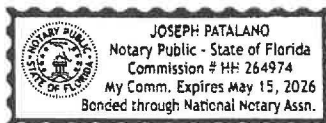
(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, Village of Palm Springs as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: 

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of January 20 23 by LISA Addis, who is ☒ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:



Notary Signature: 

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. HH 264974

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared Lisa Addis, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) He/she is the V.P. of E+f Florida Enterprises inc, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 1513410 Expiration Date: 8-31-24
who submitted a proposal to perform work for the following project:

Contract #: 11B# 2022B-012 Project Name: Park Connector Pathway Canal Rd 3A + Subphase 2A

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: 

STATE OF FLORIDA
COUNTY OF PALM BEACH

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of JANUARY, 2023 by Lisa Addis, who is ☒ personally known to me or ☐ who has produced N/A as identification.

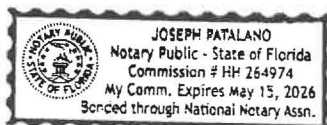
NOTARY SEAL:

Notary Signature: 

Notary Name: Joseph Patalano

Notary Public-State of Florida

Commission No. HH 264974



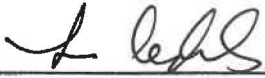
CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: PARK Connector Pathway Canal Rd 3A ^{Sub} Phase 2A

Company Name and Address: E + F Florida Enterprises inc
3141 Fortune Way S16
Wellington FL 33414


Signature

LISA Addis V.P.
Name and Title

1-30-23
Date

WORKFORCE PROJECTION**PROJECT NAME:**Park Connector Pathway Canal Rd 3A + Subphase 2A

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☒ Asphalt Distributor
- ☐ Asphalt Paving Machine
- ☐ Asphalt Screed
- ☒ Backhoe
- ☐ Boom Auger Operator
- ☐ Bulldozer
- ☐ Concrete Curb Machine Operator
- ☐ Concrete Joint Saw Operator
- ☐ Concrete Pump
- ☐ Cranes with boom length less than 150 ft
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes, all tower cranes, and all
- ☐ Derrick, or Dragline
- ☐ Earthmover
- ☒ Excavator
- ☐ Forklift
- ☐ Front End Loader
- ☐ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☐ Mechanic (type: _____)
- ☐ Milling Machine Grade Checker
- ☐ Milling Machine Operator
- ☐ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greaseman
- ☐ Pavement Striping Machine
- ☐ Pavement Striping Machine Nozzleman
- ☐ Pile driver
- ☐ Power Sub-grade Mixer
- ☐ Roller
- ☐ Scraper
- ☐ Sign Erector
- ☐ Small Tool Operator
- ☐ Tractor
- ☐ Trenching Machine
- ☒ Truck Driver (type: materials, debris)
- ☐ Other:
- ☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☒ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☐ Carpenter
- ☒ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☐ Electrician
- ☐ Elevator Mechanic
- ☐ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☐ Grade Checker
- ☐ HVAC Mechanic (type: _____)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☒ Laborer - Common or General
- ☐ Laborer - Roof Tear off
- ☒ Landscape and Irrigation laborer
- ☐ Lather
- ☒ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☐ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☐ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☐ Unskilled Laborer
- ☐ Welder
- ☒ Other: Thermoplastic

Submitted by: ETF Florida Enterprises
LISA ADDIS

Date: 1-29-23

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

(SUBCONTRACTORS)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: PARIK Connector Pathway Canal Rd 3A + Sub 2A

Subcontractor Name: Line Technology LLC (Firm# 75-3160609)

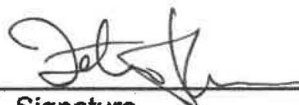
Address: 14974 75th Ln N Loxahatchee FL 33470

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 1513410 Expiration Date: 8/31/24

By:

Felix Thomas
Name and Title


Signature

01/30/2024
Date

CONTRACT DOCUMENTS

Park Connector Pathway

Canal Road 3A and Subphase 2A

BID NO.: 2022B-012



VILLAGE OF PALMSPRINGS

FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT:

Kirsten Siegel, WGI

2035 Vista Parkway, West Palm Beach, Florida 33411

PH. (561) 537-4547

Kirsten.Siegel@wginc.com

BID SET

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- Federal Requirements for Construction Part 2 – Davis Bacon & Related Acts
- HUD 2516 Contract Award Form
- Statement of Acknowledgment
- Wage Decision FL20220182 Highway Mod 1 2-25-2022
- Technical Assistance Letter
- ER Letter
- Forms required to be submitted with the Bid:
 - Non-collusion Affidavit of Prime Bidder
 - Anti-kickback Affidavit
 - Certification of Eligibility of General Contractor
 - Certification of Non-segregated Facilities
 - Workforce Projection

**VILLAGE OF PALM SPRINGS
PALM SPRINGS, FL
ITB NO. 2022B-012
PARK CONNECTOR PATHWAY- Canal Road 3A and Subphase 2A**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Park Connector Pathway- Canal Road 3A and Subphase 2A** (Project Number 3527.03) will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 p.m.** local time on **Tuesday, January 31, 2023**. At **2:30 p.m.** all Bids received will be publicly opened and read. The Project consists of earth and site work; constructing a meandering coquina pathway; installing concrete sidewalk; installation of pavers; and native Florida landscaping.

Bidding Documents may be viewed and downloaded online at www.vpsfl.org or <http://www.demandstar.com>. Hard copies of bidding documents may be obtained from WGI, Inc. on Mondays through Fridays between the hours of **9:00 a.m. and 4:30 p.m.** Bidding Documents are available on compact disc (as portable document format (PDF) files) for a nonrefundable charge of \$ 25.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from WGI, Inc. either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is \$ 50.00 per set, payable to "WGI, Inc."

Bidders may submit their responses electronically via DemandStar – <http://www.demandstar.com>. Bidders also have the option to submit one (1) unbound original and one (1) complete copy of the Bid Document to the Village Clerk at the time and date specified. Sealed Bids must be marked "**ITB 2022B-012, Park Connector Pathway- Canal Road 3A and Subphase 2A**".

A virtual pre-bid conference will be held at **10:00 a.m.** local time on **Tuesday, January 17, 2023**, via Microsoft Teams. Attendance at the pre-bid conference is not mandatory.

Non-Mandatory Pre-Bid Conference – January 17, 2023, at 10:00 a.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWE1ZTQwNTItMTU5OC00MmM5LTg0YWItZDQ0OTVINDJjNjk0%40thead.v2/0?context=%7b%22Tid%22%3a%2220801dc8-57d4-4c4b-b981-92be4d50e21c%22%2c%22Oid%22%3a%22b8da650c-7af8-4a64-af94-1881fd75b462%22%7d

Bid Opening – January 31, 2023, at 2:30 p.m.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmUwZDYyZDUtNmM2MS00ZjMyLTg5ZWEtMzZlMjQ3MzE1M2Q2%40thead.v2/0?context=%7b%22Tid%22%3a%2220801dc8-57d4-4c4b-b981-92be4d50e21c%22%2c%22Oid%22%3a%22b8da650c-7af8-4a64-af94-1881fd75b462%22%7d

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Procurement Specialist at procurement@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **January 25, 2023, at 5:00 p.m.** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**
Publication: **Palm Beach Post, Sun-Sentinel, Lake Worth Herald, DemandStar, and Village of Palm Springs website**
Date: **January 5, 2023**

"This project is funded wholly or in part by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women-owned, minority, Section 3 companies, and/or disadvantaged businesses are encouraged to bid on this project."

+ + END OF ADVERTISEMENT FOR BIDS + +

SECTION 00200
INSTRUCTIONS TO BIDDERS
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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:
 - A. Evidence of Bidder's authority to do business in the State of Florida.
 - B. State of Florida contractor license number.
 - C. Subcontractor and Supplier qualification information [coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]
 - D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 - Bidder Qualifications Questionnaire, Article 11, including project description, final project cost, owner's name, address, and phone number.
 - E. Current Certificate of Insurance per the requirements of Section 00520 - Agreement, Article 10.10.
 - F. Experience working with federally funded projects- on bidder letterhead, submit list of projects.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by the Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to the Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.
 - b. those drawings known to the Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.
 - 2. Owner will make copies of the reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to the Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on the Owner's authority regarding the Site.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by the Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- E. Bidder shall not disturb any ongoing operations at the Site.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect the cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect the cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as the Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder to the Procurement Specialist, and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required.
- Such a list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other

individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. Corporate-by-laws are acceptable evidence of authority.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone numbers for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

- 14.01 *Lump Sum*
- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 By submitting a Bid, Bidder acknowledges that Bidder has reviewed the terms of the Agreement included as part of the bid package and represents that, if awarded the contract, Bidder is prepared to enter into an Agreement with the Village in substantially the same form.
- 15.05 The following documents shall be submitted with and made a part of the Bid:
 - Section 00400 Bid Submission checklist
 - Section 00410 Bid Form
 - Section 00430 Bid Bond
 - Section 00431 Tabulation of Subcontractor and Suppliers
 - Section 00440 Florida Trench Safety Act Certification
 - Section 00451 Qualifications Statement

Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion

Section 00453 Non-collusion Affidavit

Section 00454 Drug-Free Workplace Certificate

Section 00455 Sworn Statement on Public Entity Crimes

Section 00456 Scrutinized Companies Certification Form

Conflict of Interest Form

Non-collusion Affidavit of Prime Bidder

Anti-kickback Affidavit

Certification of Eligibility of General Contractor

Certification of Non-segregated Facilities

Workforce Projection

Current Certificate of Insurance

- Listing Village of Palm Springs 226 Cypress Lane, Palm Springs, Florida 33461 as additionally insured
- Listing Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees, and Agents as additional insured.
- Listing of Lake Worth Drainage District Provide Proof of minimum of \$1,000,000.00 liability must be furnished to LWDD with LWDD listed as an additional interest for the contractor(s) that will be doing work within LWDD ROW."

Federal Required Forms

"This project is funded wholly or in part by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women-owned, minority, Section 3 companies, and/or disadvantaged businesses are encouraged to bid on this project."

"DAVIS BACON ACT

This project is funded in part by Community Development Block Grant funds. Wage rate requirements and other DAVIS-BACON & RELATED ACTS will apply. The Contractor awarded this project will be required to have payroll report submittals properly compliant prior to partial and final payments being made. SEE FEDERAL REQUIREMENTS & WAGE DETERMINATION SECTION FOR THE REQUIREMENTS."

"The contractor awarded the contract and all sub-contractor representatives shall attend a preconstruction meeting with Palm Beach County Department of Housing and Economic Development staff to go over Davis-Bacon requirements."

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

**SECTION 00400
BID SUBMISSION CHECKLIST**

Project Name: _____

Bid Number: _____

Bidders Name: _____

The following items must be submitted in the following order with your bid:

1. ___ Completed Section 00400 - Bid Submission Checklist
2. ___ Completed Section 00410 - Bid Form
3. ___ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ___ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ___ Completed Section 00440 - Florida Trench Safety Act Certification
6. ___ Completed Section 00451 - Qualifications Statement
7. ___ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ___ Completed Section 00453 - Non-Collusive Affidavit
9. ___ Completed Section 00454 - Drug-Free Workplace Certificate
10. ___ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ___ Completed Section 00456 – Scrutinized Companies
12. ___ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. ___ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
14. ___ Signed copy of all Addenda.
15. ___ Copy of Federal Forms
 - a. Non-Collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Notification of Public Entity Crimes
 - d. Certification of Eligibility of General Contractor
 - e. Certification of Non-Segregated Facilities
 - f. Workforce Projection

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

**SECTION 00410
BID FORM**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will complete and remain compliant with all federal requirements associated with this project including, but not limited to Davis Bacon and Related Acts.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Park Connector Pathway- Canal Road 3A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	10% of Items 6 to 12		
2	Site Mobilization/ Demobilization	LS	8% of Items 6 to 12		
3	Erosion Control – Silt Fence	LF	5,270		
4	Unforeseen Condition Allowance	LS	1		
5	As-Built Survey	LS	1		
6	Temporary Construction Entrance	LS	1		
Hardscape and Grading					
7	6' Wide Crushed Coquina Pathway	LS	1		
Landscape Elements					
8	Dune Sunflower	EA	287		
9	Dwarf Fakahatchee Grass	EA	32		
10	Top Soil	LS	1		
11	Mulch	LS	1		
12	Temporary Irrigation Allowance	LS	1		
Allowance					
13	Contingency Allowance	Fixed	1	\$15,000	\$15,000
14	Permit Allowance	Fixed	1	\$5,000	\$ 5,000
Total of All Unit Price Bid Items					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

Total of Lump Sum and Unit Price Bids = Total Bid Price
Canal Road 3A

\$ _____

Unit Price Work Sub-Phase 2A					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1		
2	Project Management/ Superintendent	LS	1		
3	Site Mobilization/ Demobilization	LS	1		
4	Maintenance of Traffic	LS	1		
5	Indemnification	LS	1		
6	As-Built Survey/ Record Drawings Prepared By Licensed Surveyor	LS	1		
Site Preparation and Demolition					
7	Erosion Control	LS	1		
8	Removal of Existing Driveway/ Sidewalk Crossing Areas	SQ YD	147		
9	Clearing and Grubbing	LS	1		
10	Grading	LS	1		
11	Root Pruning and Tree Relocation	EA	1		
12	Protection of Existing Trees to Remain	EA	6		
Pathway					
13	8' Wide 4" Concrete Sidewalk	SQ YD	815		
14	8' Wide 6" Concrete Sidewalk	SQ YD	147		
15	12" White Thermoplastic Painted Crosswalk	1	EA		
16	ADA Detectable Warnings	3	EA		
17	Water Service Box Adjustment	2	EA		
18	Harmonizing Existing Grades and Conditions	LS	1		
Landscape					
19	Root Barrier Allowance	LF	60		
20	Sod replacement to match existing species	SF	7,335		
Allowances					
21	Contingency Allowance	AL	1	\$10,000	
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ _____
Sub-Phase 2A

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids (Canal Road 3A + Subphase 2A) = Total Bid Price \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. *Completion of Federal Forms as Noted in this Bid Package in Section 00400 – Bid Submission Checklist*

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

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

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS**

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1)	_____ _____	_____
(2)	_____ _____	_____
(3)	_____ _____	_____
(4)	_____ _____	_____
(5)	_____ _____	_____
(6)	_____ _____	_____
(7)	_____ _____	_____

BIDDER: _____

By: _____

Name: _____

Title: _____

Date: _____

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90- 96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ _____
2. Special Shoring	\$ _____

Identify method of compliance for Item #1: _____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

SECTION 00451
QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS
--

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

Village Clerks Office

3. SUBMITTED FOR:

Parks Connector Pathway- Canal Road 3A & Subphase 2A

Owner:

Village of Palm Springs

Project Name:

Parks Connector Pathway- Canal Road 3A & Subphase 2A

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

5. AFFILIATED COMPANIES:

Name:

Address:

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☐ CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

- Secretary:

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction:

Type of License:

License Number:

Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____
Address: _____

Bonding Agent: _____
Address: _____

Contact Name: _____
Phone: _____
Aggregate Bonding Capacity: _____
Available Bonding Capacity as of date of this submittal: _____

***NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE **VILLAGE** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

THE **VILLAGE** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - **IF NONE SO STATE.**

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - **IF NONE SO STATE.**

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF __, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS
----------------	--	---	-----------------------------	---------------	---------------

(Signed)_____

**SECTION 00453
NON-COLLUSION AFFIDAVIT**

TO: The _____, herein called the "Owner."

Pursuant to bidding requirements for the work titled " _____
_____, "

the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)
sworn, deposes, and says that:

- A. He\She is _____ (officer's title)
of _____ (company name),
the bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached bid and of
all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affiant, has in any way colluded, conspired,
connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit
a collusive or sham bid in connection with the contract for which the attached bid has been
submitted or to refrain from bidding in connection with such contract, or has in any
manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm, or person to fix the price or prices in the attached
bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or
the bid price of any other Bidder, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against the Village of Palm Springs or
any person interested in the proposed contract; and
- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

(Signed)

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public

My commission expires _____

SECTION 00454
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of _____, 20____

Personally known or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

SECTION 00455
SWORN STATEMENT UNDER SECTION
287.133(3)(a), FLORIDA STATUTES, ON PUBLIC
ENTITY CRIMES

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being
by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)
is _____.
2. My relationship to _____
(firm name of Bidder/Contractor)
is _____

(relationship such as sole proprietor, partner, president, vice president)
3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the____day of _____, 20____.

Notary Public

(affix seal)

My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day
of _____, 20____, by _____, who is the
_____ of _____, who is personally
known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Firm Name _____

Name & Title (Print) _____

Signature _____

Date _____

NOTICE OF AWARD

Date of Issuance:

Owner: Village of Palm Springs

Owner's Task Order No.:

Engineer:

Engineer's Project No.:

Project:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ [] *[note if subject to unit prices, or cost-plus]*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

SECTION 00520
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: earthwork, sitework, construction of coquina pathway, installation of concrete sidewalk, installation of landscape.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
Park Connector Pathway Project

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by WGI, LLC.
- 3.02 The Owner has retained WGI, LLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:*

- A. For all Work other than Unit Price Work, a lump sum of: \$ Not Applicable.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - 2. The contractor and all subcontractors have complied with the requirements of DBRA (Davis Bacon and Related Acts), that all wages and restitution due to workers has been paid, and that satisfactory project closeout
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.
- B. The contractor and all subcontractors have complied with the requirements of DBRA (Davis Bacon and Related Acts), that all wages and restitution due to workers has been paid, and that satisfactory project closeout

ARTICLE 7 – INTEREST

- 7.01 *All amounts not paid when due shall bear interest at the rate of 1 percent per annum.*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 *In order to induce Owner to enter into this Contract, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference)
 - 8. Addenda
 - 9. Exhibits to this Agreement):
 - a. Contractor's Bid
 - b. The Federal Requirements and the Wage Decision

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that it has disclosed, with respect to any public officer or employee of the Village, or their immediate family members, as defined in sec. 112.313, Florida Statutes: (1) the existence and nature of any material interest held in Contractor's business entity; (2) any compensation or thing of value received from Contractor; or (3) any employment or contractual relationship with Contractor. Contractor will promptly update its disclosures in this regard in the event of any changes, throughout the term of the Contract.

10.06 Indemnity

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 Governing Law and Remedies

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 Office of the Inspector General

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 Scrutinized Companies

- A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 Public Records

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the Village to perform the service.
 - 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 Insurance

- A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:
 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
d. Foreign voluntary worker compensation	Statutory
 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
 3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:	
Each Person	\$500,000
Each Accident	\$1,000,000
b. Property Damage:	

- | | |
|---------------|-------------|
| Each Incident | \$1,000,000 |
|---------------|-------------|
4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:
 - a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence \$1,000,000
 5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:
 - a. Contractor's Pollution Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$1,000,000
 6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and sub-consultants of the following firms and municipal government(s):
 - a. Village of Palm Springs
 - b. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents

10.12 Public Construction Bond

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass-through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
 - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
 - e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 - f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

- 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 Audit by Village

- A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers, or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.14 Copies of Data/Documents

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.15 Ownership

- A. Each report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.16 Limitations of Liability

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.17 Enforcement Costs

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default, or misrepresentation in connection with any provisions of this Agreement.

10.18 Copyrights and/or Patent Rights

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing, or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 Protection of Property

- A. The CONTRACTOR shall always guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 Damage to Persons or Property

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.21 Discrimination

- A. The CONTRACTOR warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment based on race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.22 Construction Defects

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.23 Public Entity Crimes

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

10.24 Scrutinized Companies

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 E-Verify

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
 6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

VILLAGE:

CONTRACTOR:

By: _____

By: _____

Title: Mayor

Title: _____

(Seal)

Attest: _____

Attest: _____

Title: Village Clerk

Title: Notary Public

Approved
as to
Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.: _____
(where applicable)

**SECTION 00550
NOTICE TO PROCEED**

NOTICE TO PROCEED

Owner:	Village of Palm Springs	Owner's Task Order No.:
Contractor:		Contractor's Project No.:
Engineer:		Engineer's Project No.:
Project:		
Effective Date of Contract:		

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20__.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

SECTION 00610
PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SECTION 00615
PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to

related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials

or equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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SECTION 00700
STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions

or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Drawings or Specifications; or
 - 3. differs materially from that shown or indicated in the Contract Documents; or
 - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph **7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.**
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph **7.16.A and B.**
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing

Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone

directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Contractor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and

schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- SC-2.01** Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- SC-2.01 Delete Paragraphs 2.01 C. in its entirety.

2.03 Before Starting Construction

- SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:

At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review

ARTICLE 4 – PRELIMINARY MATTERS

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:

- A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

SC-5.01 Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.06 Delete Paragraph 5.06.I in its entirety.

SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)” to “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)”

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:

- B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company licensed to transact

such business in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute non-responsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.

SC-6.02 Delete Paragraph 6.02 D. in its entirety.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.J:

- K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.
- L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.
- M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.
- N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.
- O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;
15. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02 *Labor; Working Hours*

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state “...all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:

New Year’s Day (January 1)
Martin Luther King Jr. Day (3rd Monday in January)
President’s Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday of May)
Independence Day (July 4)
Labor Day (1st Monday of September)
Veteran’s Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day After Thanksgiving (4th Friday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year’s Eve (December 31)”

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.07 Delete Paragraph 7.07 B. in its entirety.

SC-7.11 *Record Documents*

SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:

Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.

SC-7.12 *Safety and Protection*

SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:

4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries, claims, or

potential claims shall be reported promptly to Owner.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:

2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-7.18 Indemnification

SC-7.18 Delete in its entirety

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.02 Replacement of Engineer

- SC-9.02** Amend paragraph 9.02 of the General Conditions by striking out the following words: “, provided the Contractor makes no reasonable objection.”

SC-9.11 Evidence of Financial Arrangements

SC-9.11 Delete in its entirety

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 12 – CLAIMS

SC-12.01 Claims

- SC 12.01.B Amend the first sentence of paragraph 12.01.B of the General Conditions by changing “(but in no event later than 30 days)” to “(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)”.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

- SC 13.01.B.5.c Add the following to the end of Paragraph 13.01.B.5.c:
In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.
- SC 13.01.B.5.f Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: “(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05).”
- SC 13.01.B.5.i Add the following new paragraphs immediately after paragraph 13.01.B.5.i:
j. The cost of compliance with current local, state and federal safety regulations.

SC-13.03 Unit Price Work

- SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

SC 13.03.E Add the following new paragraphs immediately after Paragraph 13.03.E:

- F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC 14.02.A Add the following to the end of Paragraph 14.02.A:

Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment,

Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.

SC 15.01.D.1 Change Paragraph 15.01.D.1 to read as follows:

After presentation of the Application for Payment to the Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.C) become due and when due, will be paid by Owner to Contractor within thirty (30) days.

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.



Contractor's Application for Payment No. _____

Application Period:		Application Date:
To (Owner): Village of Palm Springs	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... \$ _____
2. Net change by Change Orders..... \$ _____
3. Current Contract Price (Line 1 ± 2)..... \$ _____
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ _____
5. RETAINAGE:
 - a. X _____ Work Completed..... \$ _____
 - b. X _____ Stored Material..... \$ _____
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
8. AMOUNT DUE THIS APPLICATION..... \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ _____

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):						Application Number:		
Application Period:						Application Date:		
		B	Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
	Totals							

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

SECTION 00625
CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Palm Springs
Contractor:
Engineer:
Project:

Owner's Task Order No.:
Contractor's Project No.:
Engineer's Project No.:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title: _____	Title: _____			
Date: _____	Date: _____	Date: _____			

**SECTION 00940
WORK CHANGE DIRECTIVE**

Work Change Directive No.

Date of Issuance: _____ Effective Date: _____
Owner: Village of Palm Springs Owner's Task Order No.: _____
Contractor: _____ Contractor's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Project: _____

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.
☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].
Contract Time _____ days [increase] [decrease].

Basis of estimated change in Contract Price:

- ☐ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Date of Issuance:
 Owner: Village of Palm Springs
 Contractor:
 Engineer:
 Project:

Effective Date:
 Owner's Task Order No.:
 Contractor's Project No.:
 Engineer's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized	By: _____ Contractor (Authorized
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

SECTION 00942
FIELD ORDER

Field Order No. _____

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification(s)

Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By: _____
Engineer (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

Copy to: Owner

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.:

Contractor:

Project Bid No.:

Engineer:

Engineer's Project No.:

Project:

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

\$ _____

[Increase] [Decrease] from previously approved Allowance Release No. ____ to No. ____:

\$ _____

Construction Allowance prior to this Allowance Release:

\$ _____

[Increase] [Decrease] of this Allowance Release:

\$ _____

Construction Allowance incorporating this Allowance Release:

\$ _____

RECOMMENDED:

By: _____

Engineer (if required)

Title: _____

Date: _____

ACCEPTED:

By: _____

Owner (Authorized

Title: _____

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized

Title: _____

Date: _____

APPROVED:

By: _____

Michael Bornstein

Title: Village Manager (VPS)

Date: _____



226 Cypress Lane
Palm Springs, Fl. 33461
Tel: 561.584.8200
Fax: 561.304.4608
www.vpsfl.org

REQUEST FOR INFORMATION

No. _____

TITLE: _____ **DATE:** _____
PROJECT: _____ **REQUIRED:** _____
TO: _____ **TASK ORDER #:** _____

REQUEST:

Requested By: _____ **Date:** _____
CONTRACTOR

Signed By: _____

Print Name: _____

ANSWER:

Answered By: _____ **Date:** _____
ENGINEER

Signed By: _____

Print Name: _____

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section includes general descriptions of the Contractor use of site, location of work, description of work, work sequence, owner occupancy, and work by others.

1.02 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Section 01025 – Measurement and Payment
- C. Section 01505 – Control of Work
- D. Other Sections as applicable.

1.03 REFERENCES (NOT USED)

1.04 CONTRACTOR USE OF SITE

A. The Contractor shall limit his area of work to remain within those properties and easements as depicted in the Drawings or as approved in writing by the Owner.

B. Contractors' use of lands other than those depicted in the Drawings shall require written approval from the land owner and be at the Contractors risk and cost.

C. The Contractor shall maintain the operable status of the water treatment plant to include access to facilities and level of service.

1.05 LOCATION OF WORK

- A. The work is located along the northern side of Canal Road, from Davis Road to Rostan Lane and Gulfstream Road to Kirk Road.
- B. The work is located on the Village of Palm Springs' easement
- C. The work is located on the north side of Park Lane between Foxtail Palm Park and Gulfstream Road.

1.06 DESCRIPTION OF WORK

The following is a general list of the work included. It is not intended to be complete. Consult the contract drawings and specifications for all contract requirements.

- A. Demolish and remove necessary existing trees.
- B. Install eight (8) foot wide pathway with coquina rock in the designated project area.
- C. Install landscape and trees as designated.
- D. Perform sitework to install concrete sidewalk.

E. Perform concrete sidewalk work.

1.07 WORK SEQUENCE

A. Canal Road Work to begin first

B. Demolish existing landscape and debris located within the work area.

C. Install pathway.

D. Install landscape and trees.

E. Prepare site for installation of sidewalk.

1.08 OWNER OCCUPANCY

A. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

B. Schedule the Work to accommodate this requirement.

C. Complete documents associated with permit thru Lake Worth Drainage District.

1.09 WORK BY OTHERS

A. The Contractor is advised that work by others may take place during the duration of the contract time. It shall be the Contractor's responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01010
SUMMARY OF WORK**

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section includes technical specifications.

1.02 DESCRIPTION OF WORK

Submit all questions pertaining to the technical specifications to the engineer of record, WGI, Inc. for this project

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**Palm Beach County
Department of Housing and Economic Development**

SECTION 3 HANDBOOK



SECTION 3 GUIDELINES**INTRODUCTION**

Section 3 is a provision of the Housing and Urban Development Act of 1968, as amended, to ensure that employment and other economic opportunities generated through the use of federal funds (CDBG) shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low-and very-low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very-low-income persons.

On November 30, 2020, HUD's Section 3 Final Rule became effective and is codified at 24 CFR 75. The new Section 3 regulation still aims to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent.

Section 3 is activated when construction and rehabilitation projects receive at least \$200,000 of federal Housing and Community Development financial assistance or \$100,000 from the Lead Hazard Control and Healthy Homes Program. Section 3 requirements apply to the entire project regardless of other non-HUD sources of funds. Recipients or contractors are not required to hire Section 3 Workers or award contracts to Section 3 businesses other than what is needed to complete a covered project. The recipient and its contractors are required to submit Section 3 report information.

As a condition of receiving HUD housing and community development program funds, recipients, subrecipients, contractors, and subcontractors must comply with the requirements of Section 3. HUD has the legal responsibility to monitor recipients for compliance and can impose penalties upon those that fail to meet these obligations.

These guidelines have been prepared to provide information and guidance to Section 3 recipients, subrecipients, contractors, and subcontractors on how comply with the Section 3 regulations. This guide should not be treated as a comprehensive recitation of the Section 3 Act and regulations (24 CFR Part 75). It is a summary of the pertinent provisions and focuses on the requirements imposed on the developer, general contractor, and subcontractor receiving funds that trigger Section 3. Developers, general contractors, and subcontractors bear the responsibility to familiarize themselves with the Section 3 Act (24 CFR Part 75) and regulations prior to accepting Section 3 covered assistance.

APPLICABILITY/COVERED PROJECTS

According to 24 CFR Part 75, Section 3 recipients, subrecipients, contractor, and subcontractors are required to provide employment, training and contracting opportunities to Section 3 Workers or Section 3 Business Concerns. However, the Section 3 requirements are not imposed upon a recipient who does not engage in hiring or training, but instead awards contracts to developers and general contractors that hire and train in connection with Section 3 covered projects. According to the Section 3 regulations, these recipients may comply with Section 3 by ensuring that the developers, general contractors, and subcontractors receiving Section 3 Covered Assistance comply with the Section 3 Act.

Financial assistance includes, but is not limited to, CDBG, CDBG-DR, CDBG-MIT, NSP, Section

108, RHP, HOME Investment Partnership (HOME), Housing Trust Fund (HTF), Emergency Solutions Grants (ESG), Housing Opportunities for Persons with AIDS (HOPWA), Section 202 Direct Loan Program for Housing for the Elderly, Section 811 Supportive Housing for Persons with Disabilities, Lead Abatement Grants, and other HUD Notice of Funding Opportunities (NOFO) grants.

Covered projects apply to a housing rehabilitation, housing construction or other public construction project agreement, contract, and/or subcontract no matter which portion of the project is funded in part or in whole with HUD assisted funds. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

Section 3 requirements do not apply to projects assisted with housing and community development financial assistance that do not include housing rehabilitation, housing construction or other public construction (e.g., funds used for direct homebuyer assistance or tenant-based rental assistance). Pursuant to 24 CFR 75.3(b), Section 3 requirements also do not apply to materials-only contracts or contracts that do not require any labor. Professional service jobs are defined in 24 CFR 75.5 as "non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services." These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers.

DEFINITIONS

Recipient:

Recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. Recipients do NOT include any ultimate beneficiary under the HUD program that Section 3 applies (i.e., residents or laborers); and does NOT refer to contractors.

Subrecipient:

A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Section 3:

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Worker:

A section 3 worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD for low- or very low-income. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

Targeted Section 3 Worker:

For Public Housing Financial Assistance projects, a Targeted Section 3 worker is one who is:

1. A worker employed by a Section 3 Business concern; or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. A resident of public housing or Section 8-assisted housing
 - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - c. A YouthBuild participant.

For Housing and Community Development Financial assistance projects, a Targeted Section 3 worker is one who is:

1. A worker employed by a Section 3 Business concern; or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project, as defined in § 75.5; or
 - b. A YouthBuild participant.

Section 3 Business Concern:

A Section 3 Business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior threemonth period are performed by Section 3 workers; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

RECIPIENT/SUBRECIPIENT RESPONSIBILITIES

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR part 75. These responsibilities include but are not limited to the following:

Designing and implementing procedures to comply with the requirements of Section 3:

Recipient agencies must take an *active role* in ensuring Section 3 compliance. The first step is implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3 and maintain records verifying that compliance.

Facilitating the training and employment of Section 3 workers:

The recipient agency must act as a facilitator, connecting Section 3 workers to training and employment opportunities.

Facilitating the award of contracts to Section 3 business concerns:

The recipient agency must also work to link developers and contractors with capable Section 3

business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

Ensuring Contractor and Subcontractor Awareness of and Compliance with Section 3 Benchmarks and responsibilities:

The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.

Ensuring Compliance and Meeting Numerical Benchmarks:

Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with the Secretary of HUD in obtaining the compliance of contractors; penalizing non-compliance; providing incentives for good performance; and refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.

REPORTING REQUIREMENTS

1. Reporting of Labor Hours:

- a. For section 3 projects, recipients must report in a manner prescribed by HUD:
 - i. The total number of labor hours worked;
 - ii. The total number of labor hours worked by Section 3 workers; and
 - iii. The total number of labor hours worked by Targeted Section 3 workers.
- b. Section 3 workers' and Targeted section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR 75.31.
- c. The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.
- d. Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- e. Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

2. Additional reporting if Section 3 benchmarks are not met:

If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors

and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- a. Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
- b. Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- c. Direct, on-the job training (including apprenticeships).
- d. Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- e. Technical training such as arranging for, contracting for, or paying tuition for, off-site training.
- f. Outreach efforts to identify and secure bids from Section 3 business concerns.
- g. Technical assistance to help Section 3 business concerns understand and bid on contracts.
- h. Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- i. Provided or connected residents with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- j. Held one or more job fairs.
- k. Provided or connected residents with supportive services that can provide direct services or referrals.
- l. Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- m. Assisted residents with finding childcare.
- n. Assisted residents to apply for/or attend community college or a four-year educational institution.
- o. Assisted residents to apply for or attend vocational/technical training.
- p. Assisted residents to obtain financial literacy training and/or coaching.
- q. Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- r. Provided or connected residents with training on computer use or online technologies.
- s. Other. Specify:

IDIS provides an empty text box next to "Other" to give grantees the option of entering a description about efforts taken that are not included in the list of qualitative efforts provided. Examples of qualitative efforts not included in the checklist displayed in IDIS are:

- a. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- b. Promoted the use of a business registry designed to create opportunities for disadvantaged and small business.
- c. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

DISCLOSURE OF APPLICABILITY

Recipients, subrecipients, contractors, and subcontractors shall in every bid solicitation for every Section 3 covered project disclose to bidders the applicability of Section 3 to any such project and

include the Section 3 clause shown below in its entirety in any such bid solicitation. Recipients, subrecipients, contractors, and subcontractors may include further information on Section 3 in the bid solicitation documents, or indicate in such documents that Section 3 information is available at the Recipient's, subrecipient's, contractor's, and subcontractor's office for review by any bidder.

CONTRACT PROVISIONS

Recipients must include language applying Section 3 requirements in any recipient, subrecipient, contractor, and subcontractor agreement and/or contract for a Section 3 project.

Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient, subrecipient, contractor, and/or subcontractor agreements, program regulatory agreements, or contracts.

SECTION 3 CLAUSE IN EVERY CONTRACT

Every agreement and/or contract awarded by Recipients subrecipients, contractors, and/or subcontractors for a Section 3 covered project shall include the following Section 3 clause in its entirety:

Section 3 Clause:

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

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

4. The subrecipient/assisted entity/contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the

Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The subrecipient/assisted entity/contractor will not subcontract with any subcontractor where the subrecipient/assisted entity/contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

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

BENCHMARKS:

1. Recipients, subrecipients, contractors, and subcontractors will be considered to have complied with the requirements, in the absence of evidence to the contrary if they:
 - a. Certify that they have followed the prioritization effort in 24 CFR 75.19; and
 - b. Meet or exceed the applicable Section 3 benchmarks.
2. Section 3 benchmarks consist of the following two ratios:
 - a. The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project.
 - b. The number of labor hours worked by Targeted Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project.
3. The benchmark for Section 3 workers is set at 25% or more of the total number of labor hours worked by all workers on a Section 3 project.
4. The benchmark for Targeted section 3 workers is set at 5% or more of the total number of labor hours worked by all workers on a Section 3 project.

In evaluating compliance, if a recipient, subrecipient, contractor, and/or subcontractor has not met the benchmark requirements set forth above but can provide evidence that they have made a number of qualitative efforts in the nature of its activities and those its contractors and subcontractors pursued (see Reporting Requirements (2) above) then the recipient, subrecipient, contractor, and/or subcontractor is considered to be in compliance with Section 3, absent evidence to the contrary.

PREFERENCES FOR EMPLOYMENT AND TRAINING OPPORTUNITIES:

1. Employment and Training
 - a. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients, subrecipients, contractors, and/or subcontractors covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or Nonmetropolitan County) in which the project is located.

- b. Where feasible, priority for opportunities and training described in paragraph (1)(a) of this section should be given to:
 - i. Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. Participants in YouthBuild programs
- 2. Contracting
 - a. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients, subrecipients, contractors, and/or subcontractors covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or Nonmetropolitan County) in which the project is located.
 - b. Where feasible, priority for contracting opportunities described in paragraph (1)(b) of this section should be given to:
 - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. YouthBuild programs

Nothing in the above shall be construed to require the employment of a Section 3 Resident and/or a Section 3 Business concern who does not meet the qualifications of the position to be filled or work to be performed.

SECTION 3 CERTIFICATION

- 1. Section 3 Worker
 - a. Any person seeking Section 3 preference shall complete the Section 3 Worker Certification. The person seeking Section 3 preference shall provide adequate documentation. A worker may qualify as a Section 3 worker through one of the following certifications:
 - i. A worker's self-certification that their income is below HUD's income limit from the prior calendar year.
 - ii. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing.
 - iii. Certification from a public housing authority (PHA), or an owner or property manager of project-based Section 8-assisted housing, or an administrator of tenant based Section 8-assisted housing that the worker is a participant in one of their programs.
 - iv. An employer's certification that a worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
 - v. An employer's certification that the worker is employed by a Section 3 business concern.
- 2. Targeted Section 3 Worker
 - a. Any person seeking Targeted Section 3 preference shall complete the Section 3 Worker Certification. The person seeking Section 3 preference shall provide adequate documentation. A worker may qualify as a Targeted Section 3 worker by meeting the Section 3 worker requirements above and at least one of the following certifications:
 - i. An employer's confirmation that a worker's residence is within one mile of

the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census,

- ii. An employer's certification that the worker is employed by a Section 3 business concern, or
- iii. A worker's self-certification that the worker is a YouthBuild participant.

3. Section 3 Business Concern

- a. Any Business seeking Section 3 preference shall complete the Section 3 Business Concern Certification. The business seeking Section 3 Business concern shall provide adequate documentation. This is a self-certification, and Section 3 Business concerns ultimately bear the responsibility of maintaining their Section 3 status and complying with all related HUD regulations. A Section 3 business concern is defined in 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period:

- i. At least 51 percent owned and controlled by low- or very low-income persons,
- ii. More than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or
- iii. At least 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

RECORD KEEPING

The Department of Housing and Economic Development is available to provide technical assistance to recipients, subrecipients, contractors, and subcontractors participating in projects that are triggered by Section 3 requirements (24 CFR Part 75).

Recipients, subrecipients, contractors, and subcontractors are required to maintain and/or provide documentation to demonstrate compliance with the regulations including, but not limited to, documentation that shows hours worked by section 3 workers, Targeted section 3 workers, and any qualitative efforts to comply with Section 3 and be consistent with other recordkeeping requirements in 2 CFR Part 200.

Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

- 1. For a worker to qualify as a Section 3 worker, one of the following must be maintained:
 - a. A worker's self-certification that their income is below the income limit from the prior calendar year;
 - b. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
 - c. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
 - d. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
 - e. An employer's certification that the worker is employed by a Section 3 business concern.
- 2. For a worker to qualify as a Targeted Section 3 worker, one of the following must be

maintained:

- a. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- b. An employer's certification that the worker is employed by a Section 3 business concern; or
- c. A worker's self-certification that the worker is a YouthBuild participant.

The documentation described above must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

A recipient, subrecipient, contractor, and subcontractor may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

COMPLAINTS

Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

ADDITIONAL INFORMATION

Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents:

1. Entering into "first sources" hiring agreements with organizations representing Section 3 Residents.
2. Sponsoring a HUD certified "Step-Up" employment and training program for Section 3 Residents.
3. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 Residents in the building trades.
4. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in 135.34) reside.
5. Advertising the training and employment positions by posting flyers (which identify the position to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other subrecipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
6. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD- assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

7. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
8. Arranging assistance in conducting job interviews and the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
9. Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a subrecipient or contractor representative or representatives.
10. Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
11. Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
12. Consulting with State and local agencies administering training programs funded through TPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Residents for the HA's or contractor's training and employment positions.
13. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
14. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 Business Concerns identified in part 135), that will undertake, on behalf of the HA, other subrecipients or contractor, the efforts to match eligible and qualified Section 3 Residents with the training and employment positions that the HA or contractor intends to fill.
15. For an HA, employing section residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and 905.201(a)(6).)
16. Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 Residents for future employment positions.
17. Undertaking job counseling, education and related programs in association with local educational institutions.
18. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
19. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 Residents to be trained or employed on the Section 3 covered assistance.
20. Coordinating plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

Examples of Efforts to Award Contracts to Section 3 Business Concerns:

1. Utilizing procurement procedures for Section 3 Business Concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans.

2. In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
3. Contracting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 business which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
4. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
5. Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitations or request for proposals.
6. Following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
7. Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.
8. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 Business Concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
9. Advising section 3 business concerns as to where they may seek assistance in overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
10. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.
11. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.
12. Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
13. Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
14. Developing a list of eligible Section 3 Business Concerns.
15. Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
16. Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 Businesses Concerns.
17. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
18. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
19. Actively supporting joint ventures with Section 3 Business Concerns.
20. Actively supporting the development or maintenance of business incubators, which assist Section 3 Business Concerns.

REPORTING REQUIREMENTS

Subrecipients shall submit the enclosed Section 3 Subrecipient Report for each contract or agreement funded in part or in whole through HCD. Said report shall accompany the final reimbursement request submitted by the subrecipient for each such contract or agreement. Furthermore, for each covered project, the subrecipient shall also submit a letter with the report that is submitted for the final reimbursement request of the last contract or agreement being funded for the project through HCD. The letter shall indicate what goals have been met by the subrecipient as required herein, and if not entirely met, the letter should demonstrate why it was not feasible to meet these goals, document actions taken to comply, the results of actions taken, and impediments, if any.

For example, a subrecipient is being funded for a certain project by HCD. The project includes an agreement with a consultant for services and a construction contract with a contractor. The consultant's work is completed first. The subrecipient would submit the above mentioned report for the consultant's agreement with the consultant's final reimbursement request. Then, when the construction contract is completed, the subrecipient would submit the report for the construction contract with the stated letter.

Section 3 - Acknowledgment and Intent to Comply*(HUD Regulation, 24 CFR Part 75)*

Name of Subrecipient			
Business Address, City, State, & Zip			
Business Phone Number		Contact Email	
Primary Contact Name			
Primary Contact Phone Number		Title	

Name of Contractor or Subcontractor			
Business Address, City, State, & Zip			
Business Phone Number		Contact Email	
Primary Contact Name			
Primary Contact Phone Number		Title	

If awarded a HUD funded agreement and/or contract:

- A. Insert the required Section 3 Clause language into all contracts and subcontracts associated with the federal funded projects;
- B. Is under no contractual or other impediment that would prevent it from complying with the requirements of Section 3 as set forth in 24 CFR Part 75; and
- C. Comply with HUD's regulations in 24 CFR Part 75; and
- D. Submit all required and/or requested Section 3 documentation to include, but not limited to, total labor hours performed by Section 3 and Targeted Section 3 workers, total labor hours for the project, certifications of Section 3 and Targeted section 3 workers, and certifications for Section 3 business concerns; and
- E. Will not contract/subcontract with any contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75; and
- F. Maintain documentation for the time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

We are (I am) committed to comply with the HUD Section 3 regulation and DHED Section 3 requirements. It is our (my) desire to ensure compliance, *to the greatest extent feasible*, through the awarding of contracts for work and services to Section 3 business concerns and to provide employment and training to Section 3 workers and Targeted Section 3 workers.

Subrecipient: Print Name: _____ Signature: _____ Title: _____ Date: _____	Contractor/Subcontractor: Print Name: _____ Signature: _____ Title: _____ Date: _____
--	--

Section 3 Business Concern Application

A Section 3 Business concern is defined in 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period: 1. At least 51 percent owned and controlled by low- or very low-income persons, 2. More than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or 3. At least 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

Business Information				
Business Name				
Business Address, City, State, & Zip				
Business Phone Number		Business Website		
Primary Contact Name				
Primary Contact Phone Number		Email		
Type of Business (Check applicable box):				
☐ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Joint Venture (JV)	☐ Non-profit

Business – Number of Employees:			
Full-time: _____	Part-time: _____	Total: _____	Section 3 Employees: _____

Section 3 Certification Category

Please select one of the three categories below to complete your Section 3 Business Concern verification including all required documentation **as documented within the last six months.**

☐ Category 1 - 51% or more ownership by low- or very low income persons (required information):	
☐ Complete Section 3 Worker Certification for each Business Owner	

☐ Category 2 – Over 75% of Labor Hours Performed by Section 3 Workers for previous 3 month period (required information):	
☐ List of all current employees	☐ Complete Attachment 3 – Worker Verification
☐ Complete Labor Hours Verification (Excel File)	

☐ Category 3 – 51% or more ownership by Public Housing or Section 8 Residents (required information):	
☐ Complete Section 3 Worker Certification for each Business Owner	☐ Submit public housing or Sec. 8 documentation

Name & Title		Ownership %	Section 3 Owner	
Name		%	Yes	No
Title			☐	☐

Palm Beach County

Department of Housing and Economic Development

Name		%	Yes	No
Title			☐	☐
Name		%	Yes	No
Title			☐	☐
Name		%	Yes	No
Title			☐	☐
Name		%	Yes	No
Title			☐	☐

Signature and Acknowledgement

I, being a duly authorized representative of the applicant, do hereby attest that the statements, documents, and responses provided with this Section 3 Business concern certification are true and correct to the best of my knowledge. I further understand that additional information prior to, during, and at any time after Section 3 Certification has been submitted may be requested.

Name of Applicant (Business): _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Authorized Representative’s Title: _____ Date of Signature: _____

Section 3 Worker Certification

A Section 3 worker is any worker who currently fits, or when hired **within the past five years** fit, at least one of the following categories, as documented: 1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see chart below); 2. The worker is employed by a Section 3 business concern; or 3. The worker is a YouthBuild participant.

A Section 3 Targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who: (1) is employed by a Section 3 business concern; or (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years: (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or (ii) A YouthBuild participant.

West Palm Beach and Boca Raton MSA FY2021 - \$80,200 Median Family Income Effective Date: April 1, 2021

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income Very Low	\$30,000	\$34,250	\$38,550	\$42,800	\$46,250	\$49,650	\$53,100	\$56,500
Income Low	\$47,950	\$54,800	\$61,650	\$68,500	\$74,000	\$79,500	\$84,950	\$90,450

Individual Information			
Name			
Home Street Address			
City, State & Zip			
Phone Number		Email Address	

Certification – Income and Residency			
Individual Income (is based on your previous or annualized calendar year and your family size)	Family Size		
Is your annual household income at or below the above listed incomes for low- and very low-income?	☐ Yes	☐ No	
I am currently a participant in a YouthBuild program or was on or after 11/30/2020.	☐ Yes	☐ No	
I am currently working for a certified Section 3 business concern.	☐ Yes	☐ No	
I currently live within the service area or the neighborhood of the project based on a 1-mile radius or within an area that encompasses a population of 5,000 people.	☐ Yes	☐ No	

Section 3 workers' labor hours may count for five years from when their status as a Section 3 worker is established, pursuant to 24 CFR 75.31. For purposes of reporting the labor hours for Section 3 workers, an employer may choose whether to define the workers as Section 3 workers for a five-year period at the time of the workers' hire, or when the workers are first certified as meeting the Section 3 worker definition. The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers hired prior to November 30, 2020 may be certified for a five-year period beginning November 30, 2020.

I certify that my answers are true and complete to the best of my knowledge.

Employed with _____ Hire Date: _____
(Business Name)

Print Name: _____ Title: _____

Signature: _____ Date: _____

Section 3 Labor Hours Summary Report *(regulation 24 CFR Part 75)*

1. Submitting Business Name:		2. Project Name:		3. Project Address / Location	
4. Contact Person		5. Contact Number:		6. Contact Email Address	
9. Project Dates:					
7. Reporting Period (Pay Week):		8. Date Report Submitted:		(Start Date - End Date)	
10. Total Awarded Amount:		11. Funding Program Name and Amount: (HOME, CDBG, & CDBG-CV)			
		HOME:		CDBG:	

Columns A,B, C, E, and F are automatically filled in from their corresponding excel sheet/tab.

	A	B	C	D	E	F
	Business Name	All Workers Labor Hours	Section 3 Workers Labor Hours	% of Section 3 Worker Labor Hours	Targeted Section 3 Workers Labor Hours	% of Targeted Section 3 Worker Labor Hours
1		0	0	#DIV/0!	0	0
2		0	0	#DIV/0!	0	0
3		0	0	#DIV/0!	0	0
4		0	0	#DIV/0!	0	0
5		0	0	#DIV/0!	0	0
6		0	0	#DIV/0!	0	0
7		0	0	#DIV/0!	0	0
8		0	0	#DIV/0!	0	0
9		0	0	#DIV/0!	0	0
10		0	0	#DIV/0!	0	0
11		0	0	#DIV/0!	0	0
12		0	0	#DIV/0!	0	0
	TOTAL	0	0	#DIV/0!	0	0

Section 3 Labor Hours Verification (prior 3-month period) (24 CFR Part 75)

Please complete the form below for your entire workforce labor hours for a **3-month period**.

1. Submitting Business Name: 2. Business Street Address, City, State, and Zip Code

--	--

4. Contact Person 5. Contact Number 6. Contact Email Address

--	--	--

7. Reporting Period (prior 3-months - "Month, Month, and Month") 8. Date Report Submitted

--	--	--	--

	A	B	C	D	E	F	G
	Months	Enter the Month		Enter the Month		Enter the Month	
	Worker Name	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours
1	Worker Name 1						
2	Worker Name 2						
3	Worker Name 3						
4	Worker Name 4						
5	Worker Name 5						
6	Worker Name 6						
7	Worker Name 7						
8	Worker Name 8						
9	Worker Name 9						
10	Worker Name 10						
11	Worker Name 11						
12	Worker Name 12						
13	Worker Name 13						
14	Worker Name 14						
15	Worker Name 15						
16	Worker Name 16						
17	Worker Name 17						
18	Worker Name 18						
19	Worker Name 19						
20	Worker Name 20						
21	Worker Name 21						
22	Worker Name 22						
23	Worker Name 23						
24	Worker Name 24						
25	Worker Name 25						
26	Worker Name 26						
27	Worker Name 27						
28	Worker Name 28						
29	Worker Name 29						
30	Worker Name 30						
	TOTAL	0	0	0	0	0	0
	Section 3 Labor Hours Percentage		#DIV/0!		#DIV/0!		#DIV/0!

I certify that the total workforce labor hours and Section 3 workers labor hours provided are true and accurate. I will provide supporting documentation (i.e. certified payrolls, etc.) if requested.

Print Name

--

Title

--

Signature

--

Date

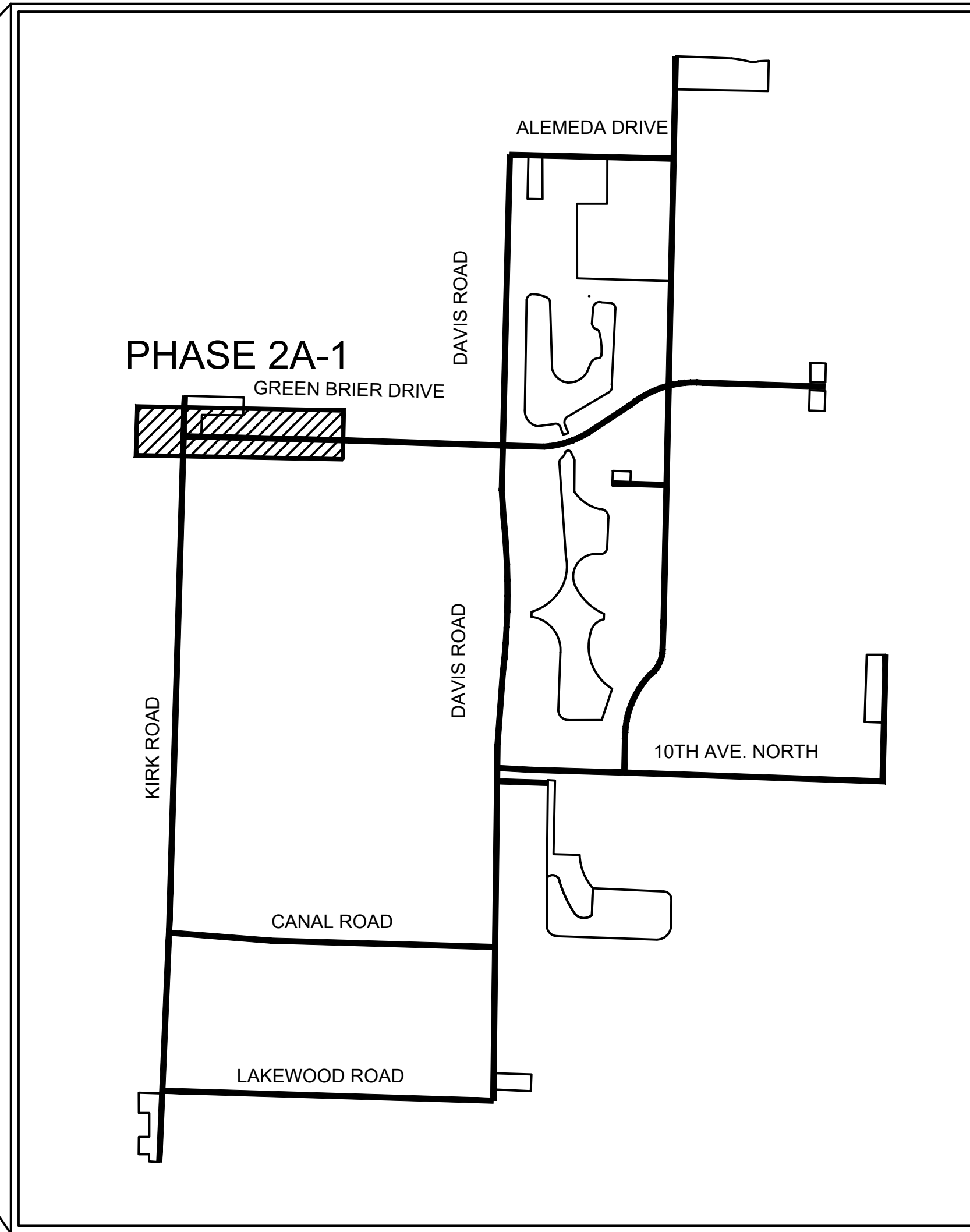
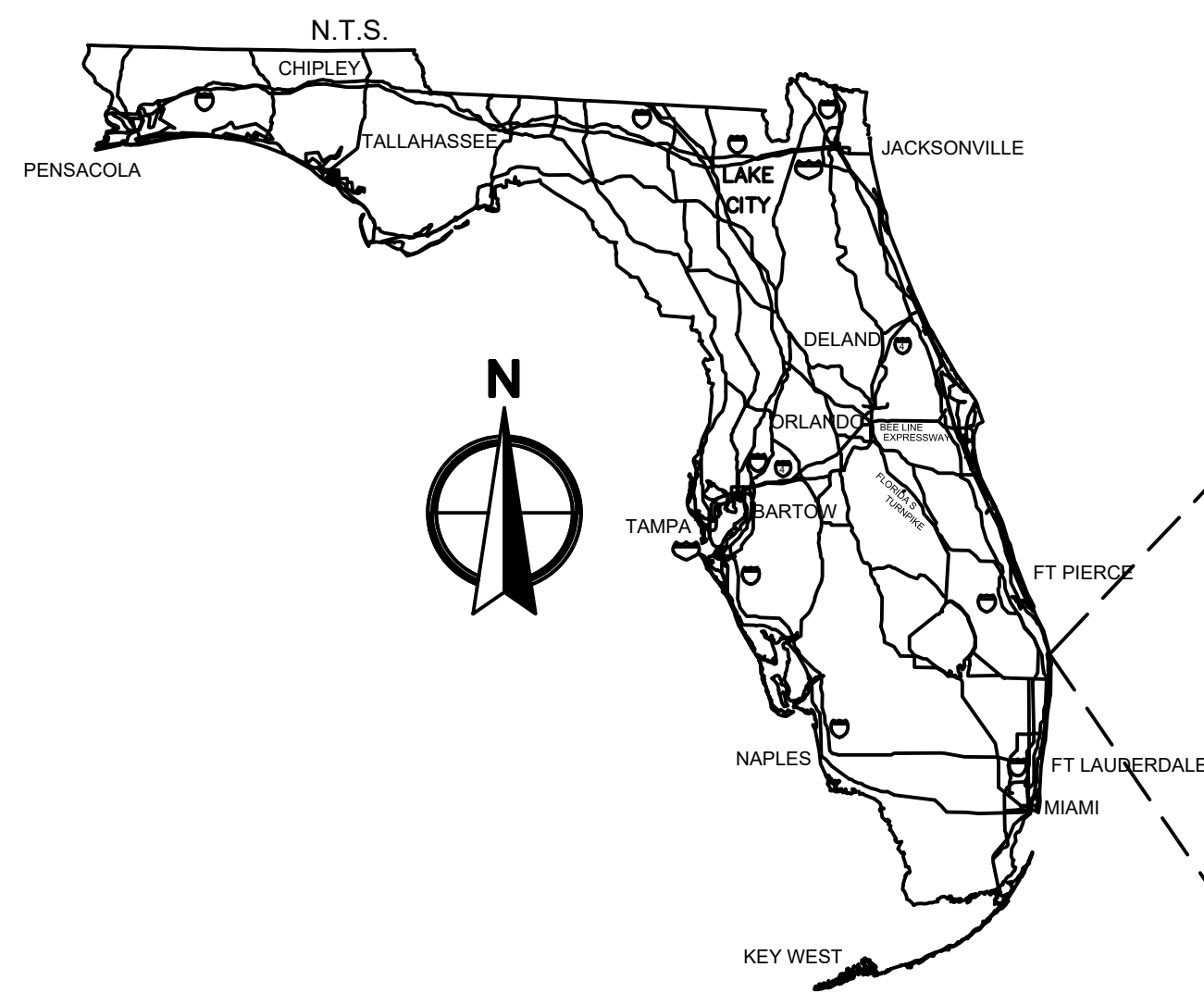
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VILLAGE OF PALM SPRINGS

PARK CONNECTOR PATHWAY PHASE 2A-1 100% CONSTRUCTION DOCUMENTS - BID SET



LOCATION MAP



SHEET INDEX

CIVIL PLANS

GN-100
C-101 - C-102

GENERAL NOTES
PAVING AND GRADING PLAN

HARDSCAPE PLANS

LH-100 - LH-102

HARDSCAPE PLANS

LANDSCAPE PLANS

LD-100 - LD-102

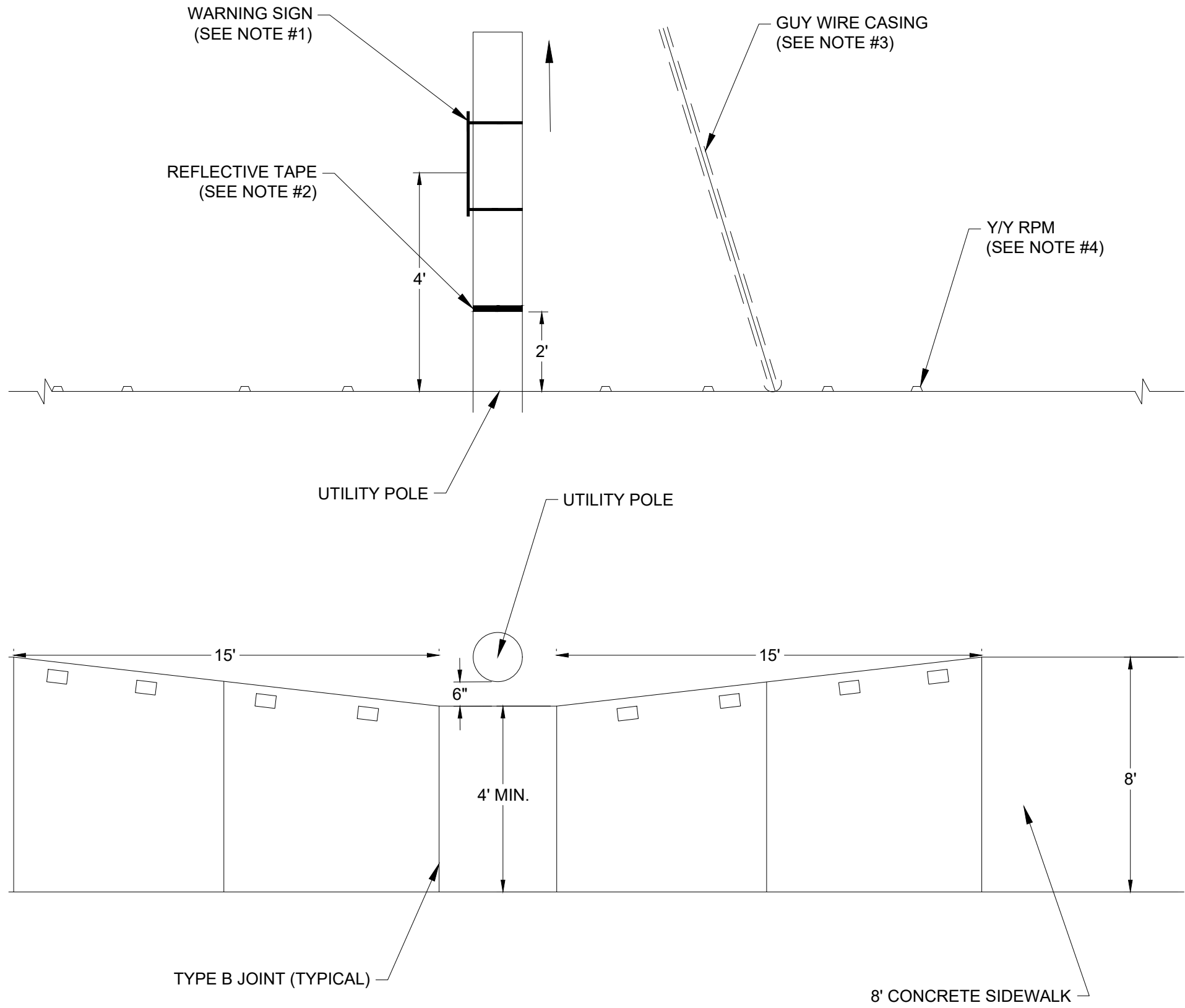
TREE DISPOSITION PLAN & LIST

REVISIONS		BY
NO.	DATE	DESCRIPTION

CAD	JOB NO.	3527.02
DRAWN BY	KS/BJ	
CHECK BY	KS/JM	
DATE	12/21/2022	

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

D:\p\m\Long C\newsidwalk\dwg\dwg1515852502702_Civil.dwg -- Plotted: 12/20/2022 2:24:40 PM -- Sheet: 12/20/2022 2:11:40 PM

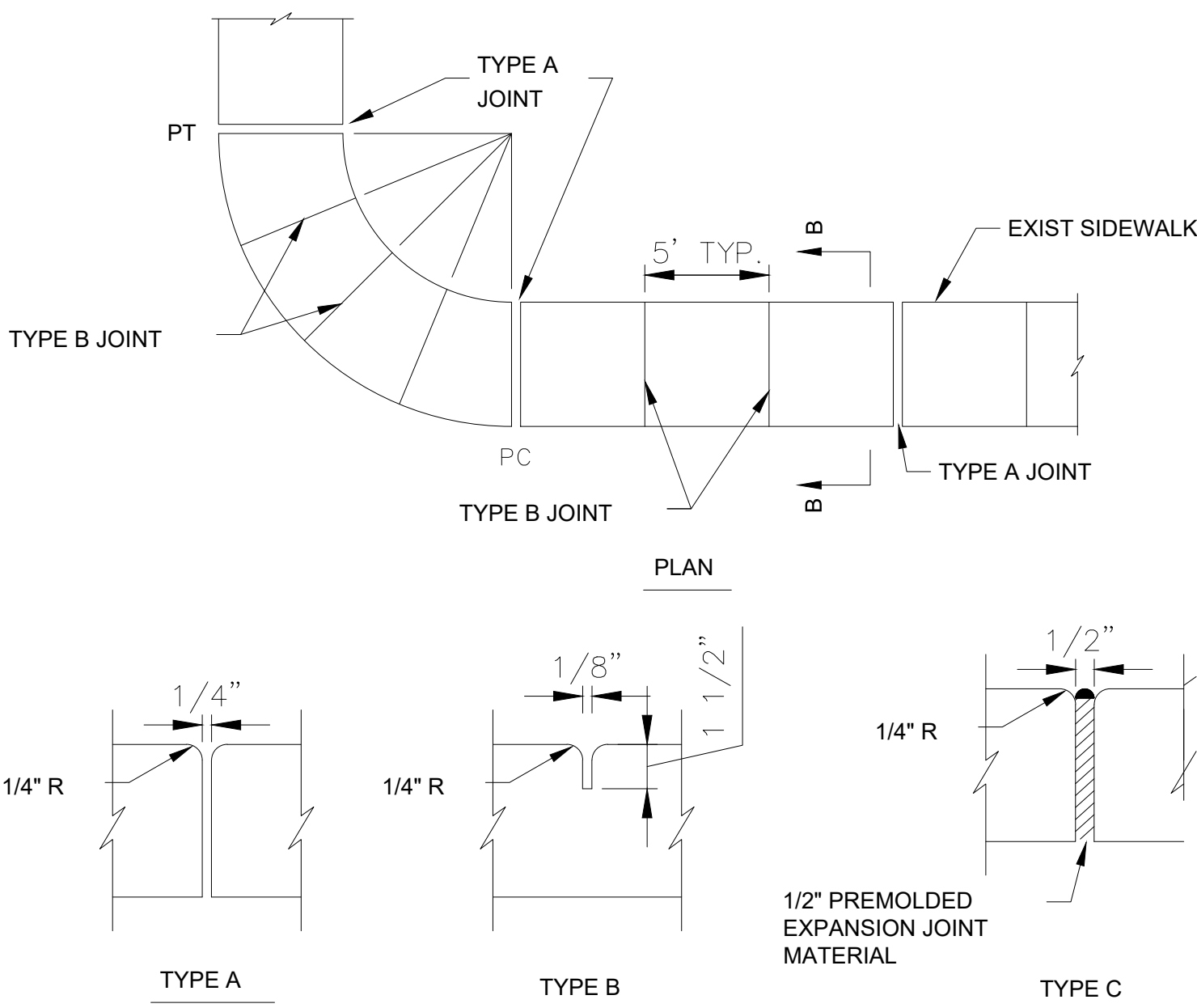


UTILITY POLE IN SIDEWALK DETAIL

SCALE: NONE

NOTES:

- 12" x 18" REFLECTIVE ALUM. WARNING SIGN, CONFIRM WITH THE VILLAGE FOR SIGN TEXT.
- INSTALL YELLOW SAFETY REFLECTIVE TAPE.
- REMOVE EXISTING PLASTIC CASING AND INSTALL NEW YELLOW PLASTIC CASING .
- PLACE YELLOW /YELLOW RPM'S @ 3' O.C. ALONG TAPER EDGE.

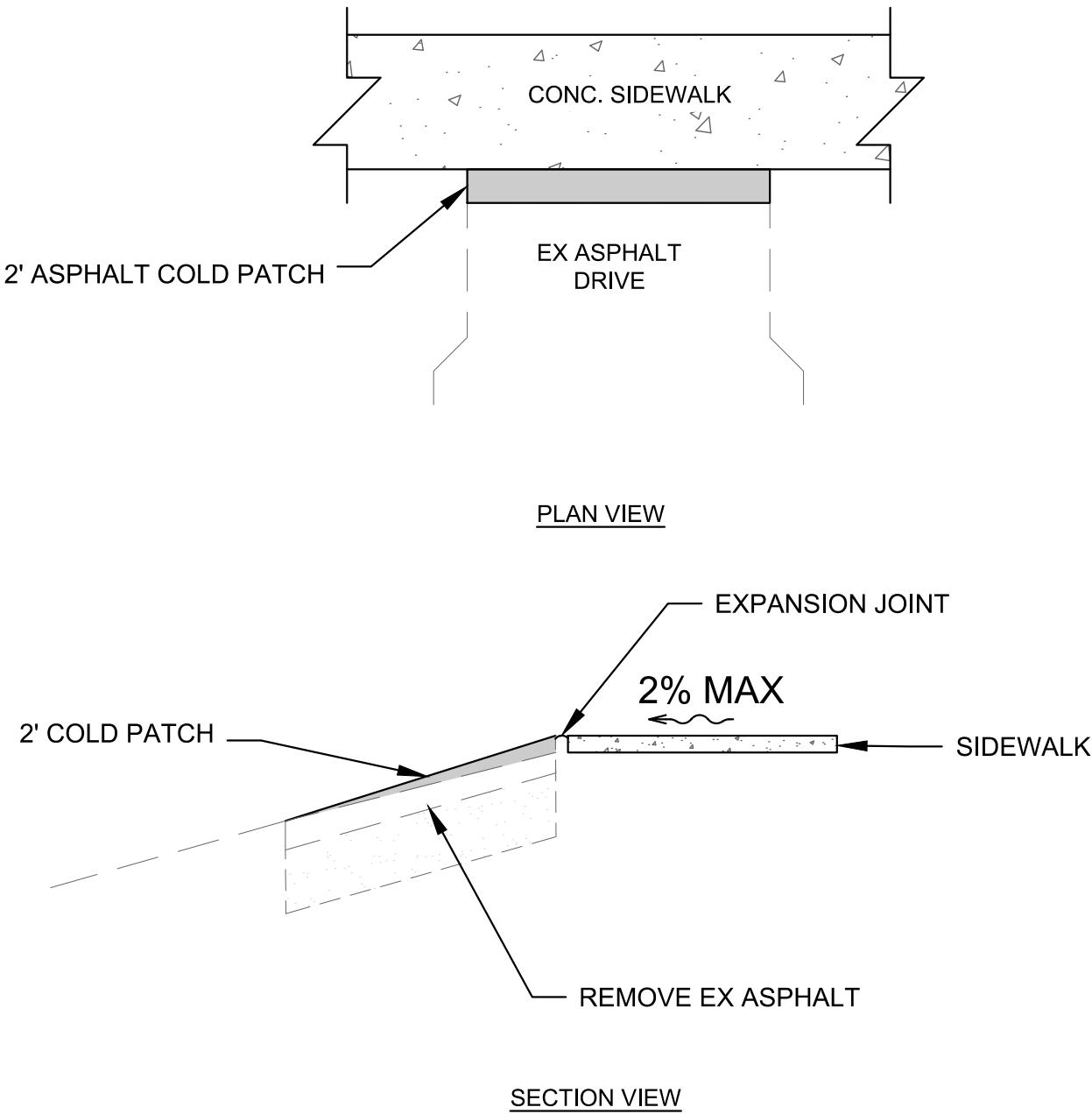


SIDEWALK CONSTRUCTION

SCALE: NONE

NOTES:

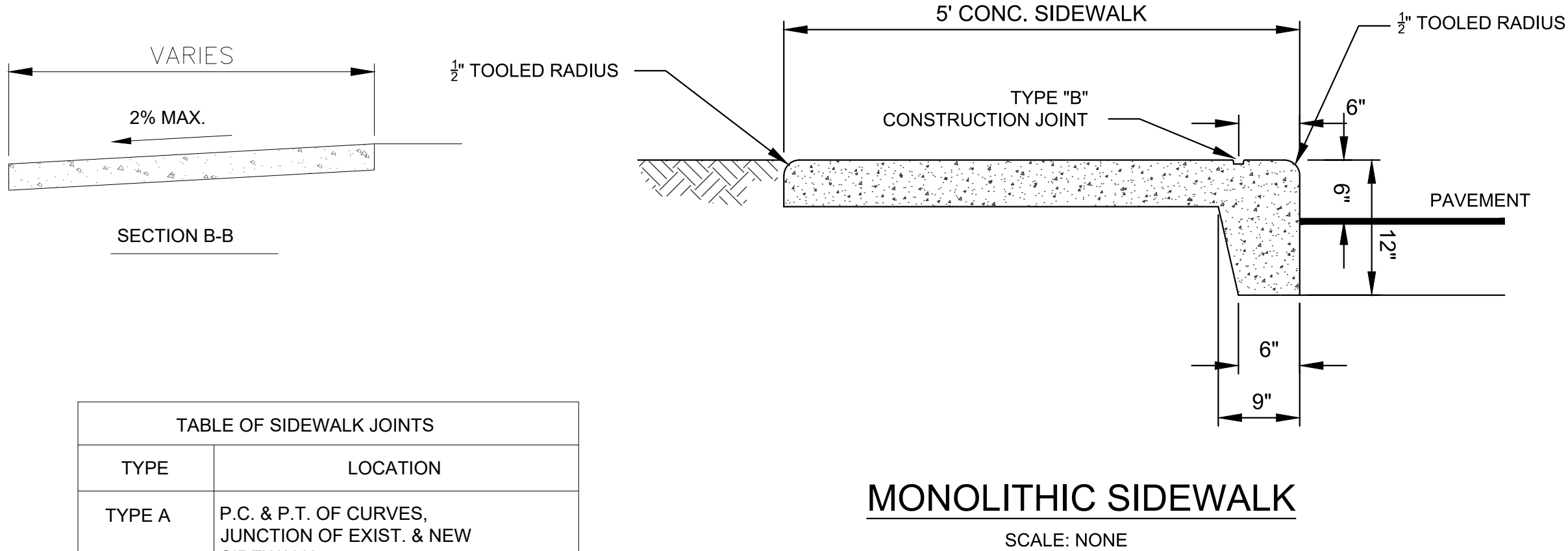
- SIDEWALKS TO BE PORTLAND CEMENT CONCRETE, MIN 3000 PSI @ 28 DAYS.
- BASE TO BE 6" COMPACTED SOIL (NO VAPOR BARRIER)
- SIDEWALKS TO BE BROOMED FINISHED WITH EVEN DUSTLESS SURFACE.
- SIDEWALKS SHALL CONFORM TO F.D.O.T. STANDARD INDEX NO. 310, LATEST REVISION.



EXISTING DRIVEWAY CONNECTION

NOTES:

- COLD PATCH REQUIRED WHERE LIP EXCEEDS 1-1/2" BETWEEN NEW SIDEWALK AND EXISTING DRIVEWAY PAVEMENT.

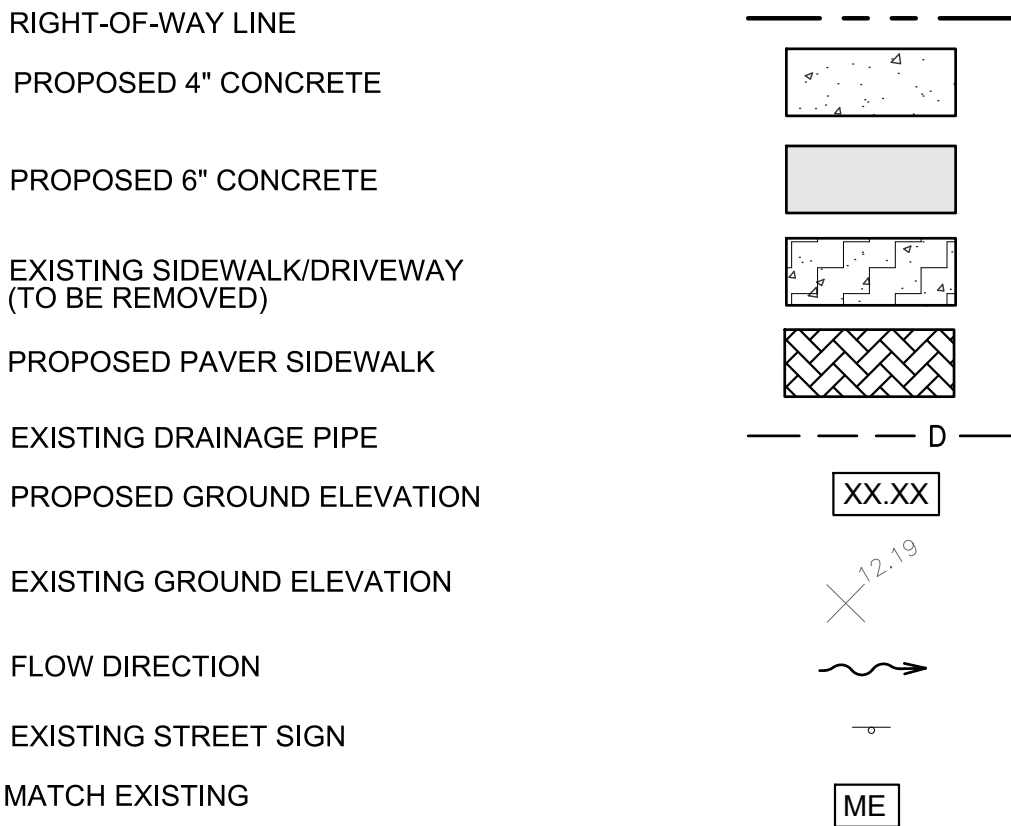


MONOLITHIC SIDEWALK

SCALE: NONE

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
TYPE A	P.C. & P.T. OF CURVES, JUNCTION OF EXIST. & NEW SIDEWALK
TYPE B	5'-0" CENTER TO CENTER ON SIDEWALKS
TYPE C	WHERE SIDEWALK ABUTS CONCRETE CURB, DRIVEWAYS, & SIMILAR STRUCTURES

LEGEND



GENERAL NOTES

- REGULATIONS - ALL CONSTRUCTION SHALL BE DONE IN A WORKMAN LIKE MANNER AND SHALL CONFORM TO ALL VILLAGE OF PALM SPRINGS, STATE AND FEDERAL REGULATIONS AND OR CODES INCLUDING BUT NOT LIMITED TO THE CURRENT PALM BEACH COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LATEST REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES TO BEGIN WORK AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
- STANDARD DETAILS AND SPECIFICATIONS - STATE, COUNTY AND VILLAGE OF PALM SPRINGS CONSTRUCTION DETAILS AND SPECIFICATIONS SHALL BE APPLIED TO THE APPROPRIATE AREAS OF THE PLANS, GENERALLY DIFFERENTIATED BY PROPERTY OWNERSHIP LINES OR INTENT OF THE DESIGN. ANY CONFLICTS BETWEEN GOVERNING STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- DATUM - UNLESS OTHERWISE NOTED, ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). HORIZONTAL DATA SHOWN HEREON REFERS TO N.A.D. 83 FLORIDA STATE PLANE EAST ZONE. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE CONSTRUCTION BEGINS OR RESUMES.
- CHANGES - ALL CHANGES SHALL BE SUBMITTED IN WRITING AND APPROVED PRIOR TO CONSTRUCTION.
- GUARANTEE - THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIAL SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
- SHOP DRAWING - CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL BEFORE CONSTRUCTION.
- RESPONSIBILITY - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING UTILITIES WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE AND MATERIAL OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. THE APPROPRIATE UTILITY COMPANY SHALL BE NOTIFIED PRIOR TO ANY CONSTRUCTION IN OR AROUND THAT UTILITY. CALL "SUNSHINE STATE ONE CALL" AT 1-800-432-4770 PRIOR TO ANY EXCAVATION. THE ENGINEER AND OWNER SHALL BE HELD HARMLESS AGAINST ALL CLAIMS OR DAMAGES.
- RESTORATION - THE CONTRACTOR SHALL IMMEDIATELY REPAIR AND RESTORE EXISTING SITE FEATURES INCLUDING PAVEMENT, DRIVEWAYS, FENCES, IRRIGATION, TRAFFIC CONTROL DEVICES, MAILBOXES AND PROPERTY CORNERS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES. THE REPAIR AND RESTORATION SHALL CONFIRM TO APPLICABLE STANDARDS AS GOVERNED.

CLEARING AND GRUBBING NOTES

- CONTRACTOR SHALL REMOVE/RELOCATE TREES INDICATED ON TREE DISPOSITION PLAN, REFER TO LANDSCAPE PLAN FOR ADDITIONAL INFORMATION.
- GRUBBING - ALL STUMPS, ROOTS, BURIED LOGS OR OTHER UNSUITABLE MATERIAL WITHIN THE LIMITS OF SIDEWALK CONSTRUCTION SHALL BE REMOVED TO A DEPTH OF 30" BELOW FINISHED PAVEMENT ELEVATION AND REPLACED WITH CLEAN FILL.
- PROTECTION - THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING BUILDINGS, UTILITIES, STRUCTURES THAT ARE ABOVE OR BELOW GROUND AND SHALL HOLD THE ENGINEER AND OWNER HARMLESS AGAINST ALL CLAIMS OR DAMAGES.

DEMOLITION NOTES

- CLEARING - CLEARING SHALL BE LIMITED TO THE CONSTRUCTION AREA AND/OR AS DIRECTED BY THE ENGINEER OR VILLAGE OF PALM SPRINGS.
- DEBRIS REMOVAL - ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED. ANY MATERIAL RETAINED ON-SITE FOR MORE THAN 30 DAYS SHALL BE STORED IN CONTAINERS APPROVED BY THE ENGINEER.

SIDEWALK NOTES

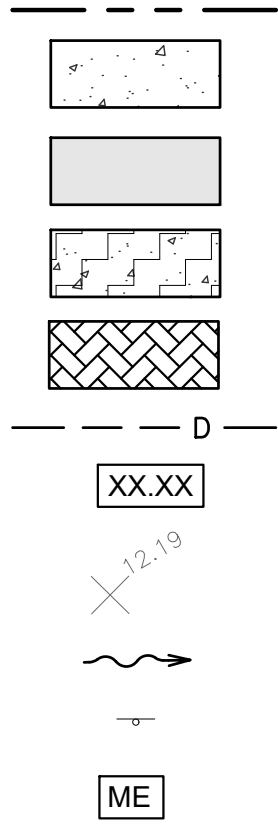
- GRADING - SIDEWALK CROSS SLOPE NOT TO EXCEED 2%.
- ELEVATIONS SHOWN AN PLAN ARE PROPOSED FINISH GRADE.
- ADA DETECTABLE SURFACE SHELL WARNINGS TO BE INSTALLED PER THE ADA STANDARDS OF ACCESSIBLE DESIGN.
- ADA DETECTABLE WARNING SURFACE SHALL BE DARK GRAY ARMOR-TILE OR APPROVED EQUAL.
- REFERENCE HARDSCAPE PLANS FOR CROSSWALK AND SIDEWALK DESIGN DETAILS.
- SIDEWALK THICKNESS SHALL BE 6" DEPTH CONCRETE AT DRIVEWAYS AND ROADWAY CROSSINGS AND 4" DEPTH IN LANDSCAPE AREAS.

HYDRANT RELOCATION NOTES:

- CONTRACTOR SHALL UTILIZE EXISTING GATE VALVETO SHUT OFF WATER FOR FIRE HYDRANTRELOCATION

LEGEND

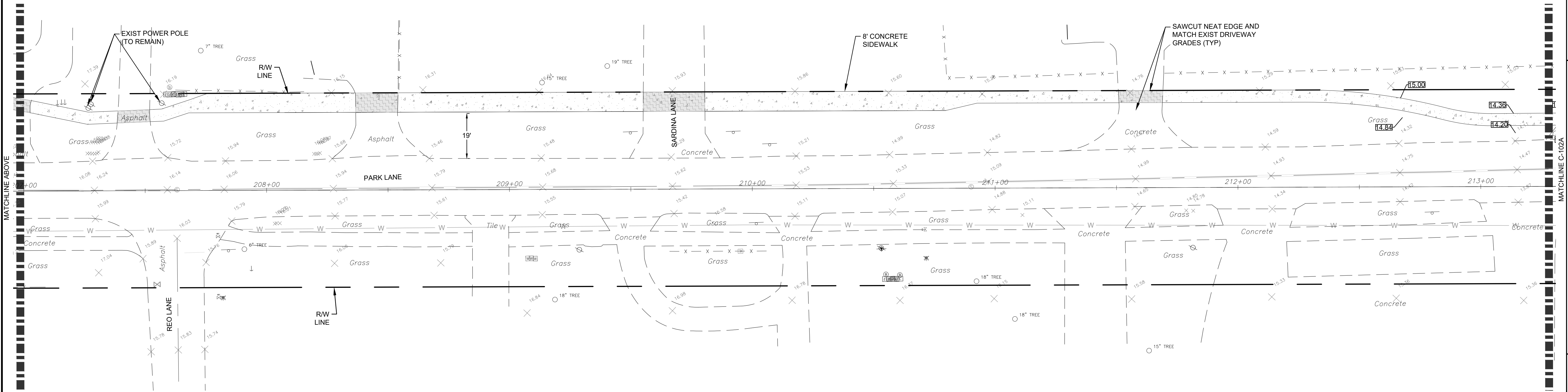
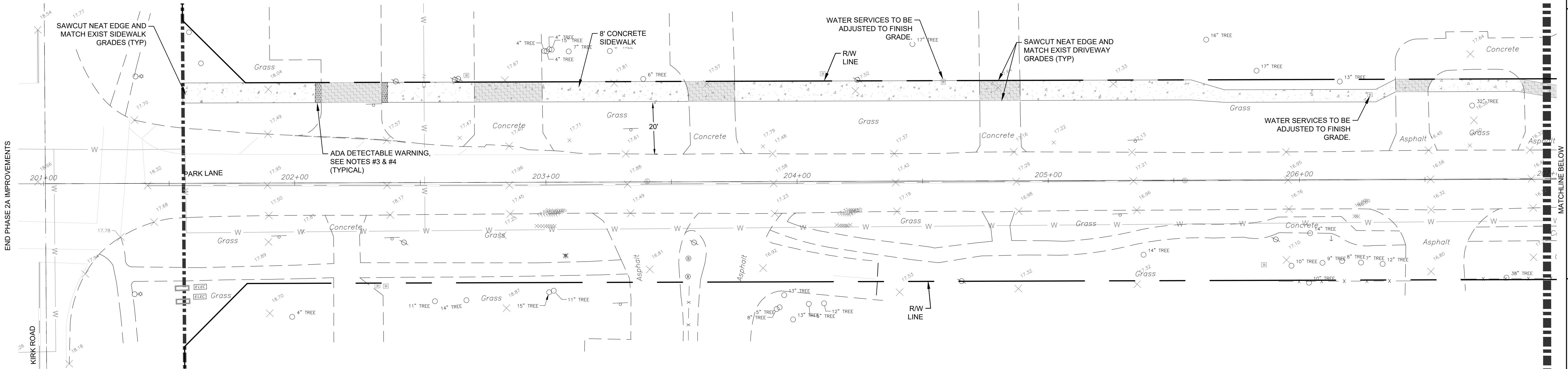
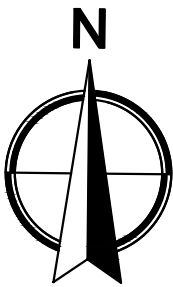
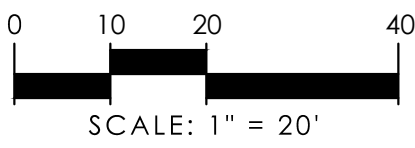
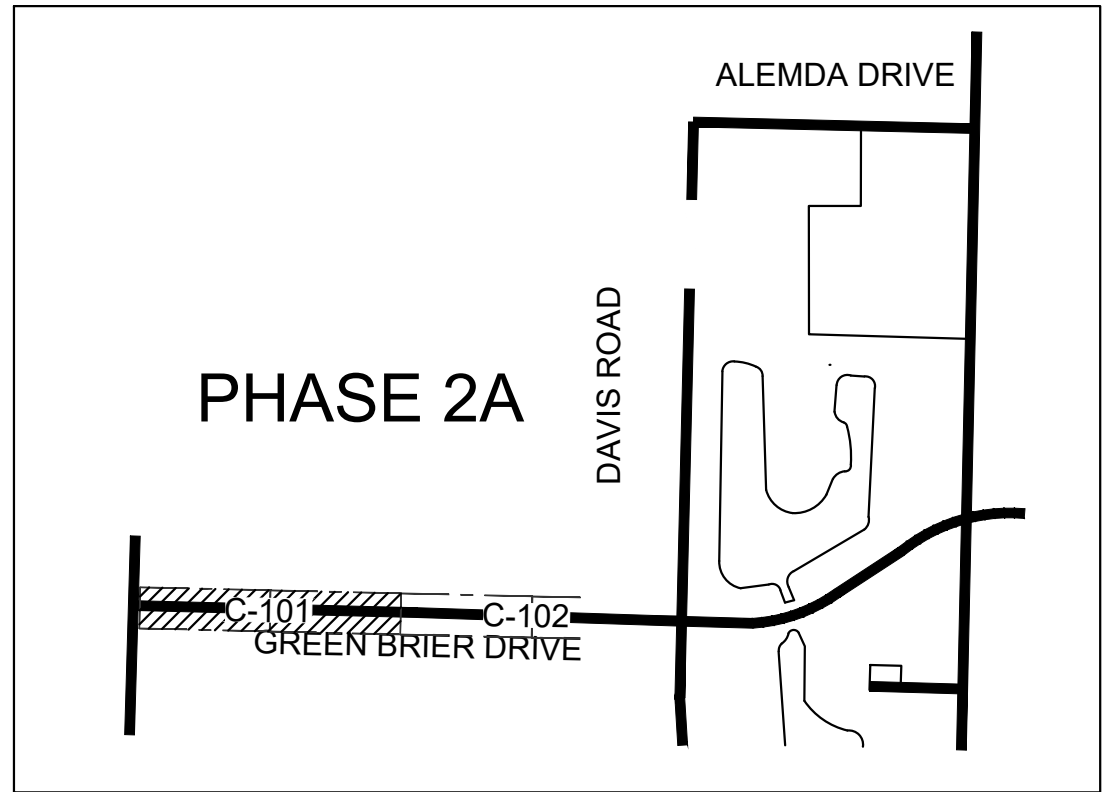
- RIGHT-OF-WAY LINE
PROPOSED 4" CONCRETE
PROPOSED 6" CONCRETE
EXISTING SIDEWALK/DRIVEWAY
(TO BE REMOVED)
PROPOSED PAVER SIDEWALK
EXISTING DRAINAGE PIPE
PROPOSED GROUND ELEVATION
EXISTING GROUND ELEVATION
FLOW DIRECTION
EXISTING STREET SIGN
MATCH EXISTING



NOTES:

1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS.

SHEET KEY MAP



REVISIONS		
NO.	DATE	DESCRIPTION

CAD	352702-CPG.DWG
JOB NO.	352702
DRAWN BY	TD
CHECK BY	CJH
DATE	12/21/2022

ENGINEER OF RECORD
CHRISTOPHER J. HOLMES, PE
PE# 66344

VILLAGE OF PALM SPRING PARK
CONNECTION PATHWAYS PHASE 2A-1
CONCEPT PAVING AND GRADING PLAN

SHEET:
C-101

RIGHT-OF-WAY LINE

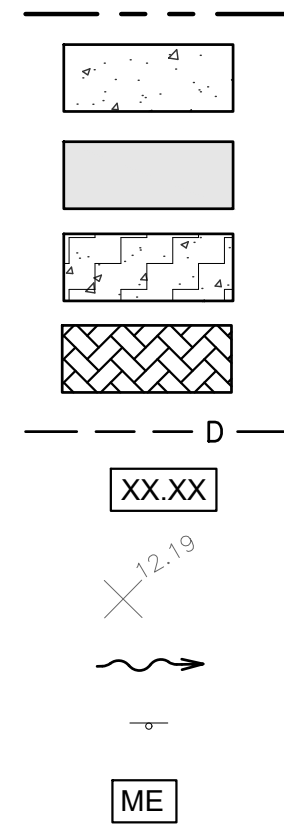
PROPOSED 6" CONCRETE

PROPOSED PAVER SIDEWALK

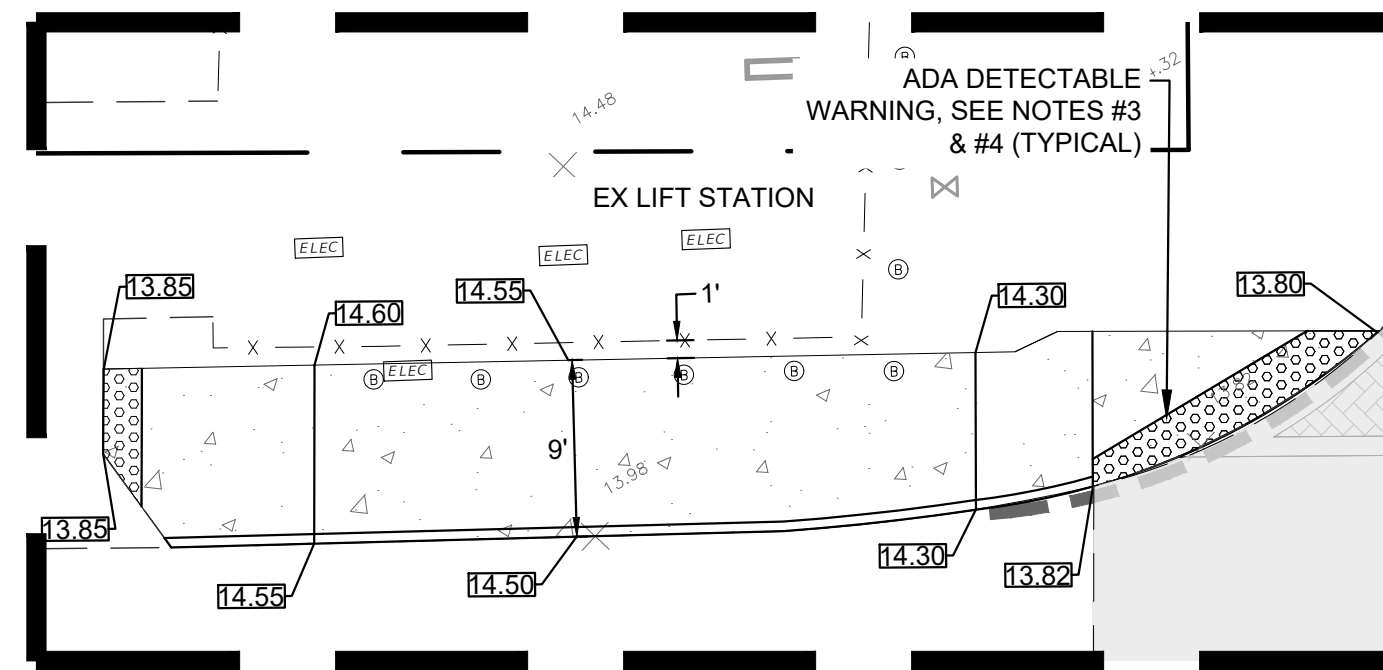
EXISTING GROUND ELEVATION

EXISTING STREET SIGN

MATCH EXISTING



1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS.



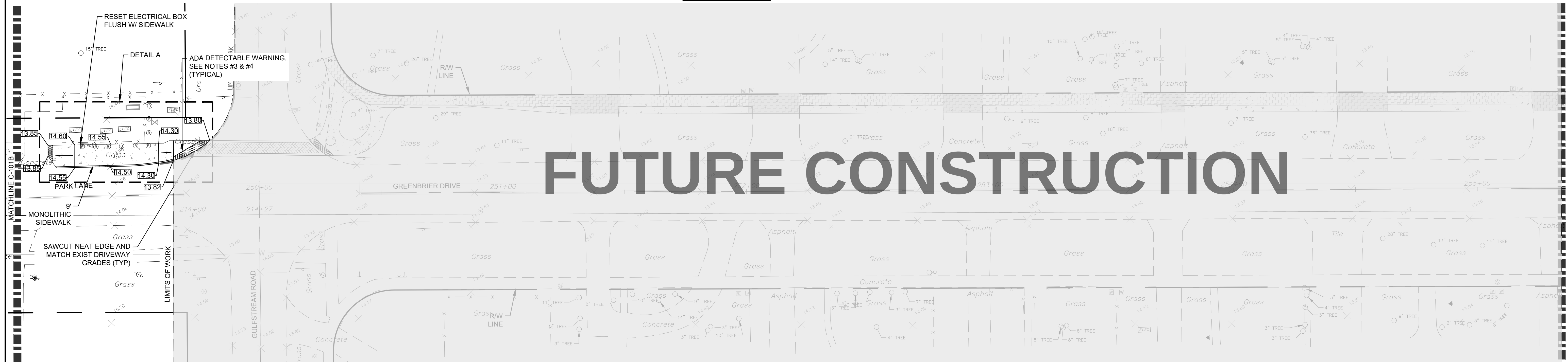
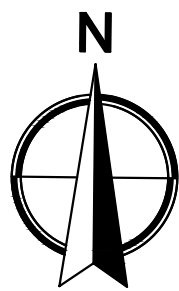
DETAIL "A"

ALEMDA DRIVE

DAVIS ROAD

PHASE 2A

GREEN BRIER DRIVE

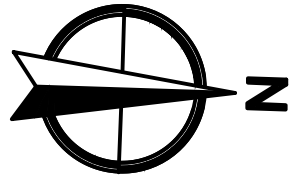
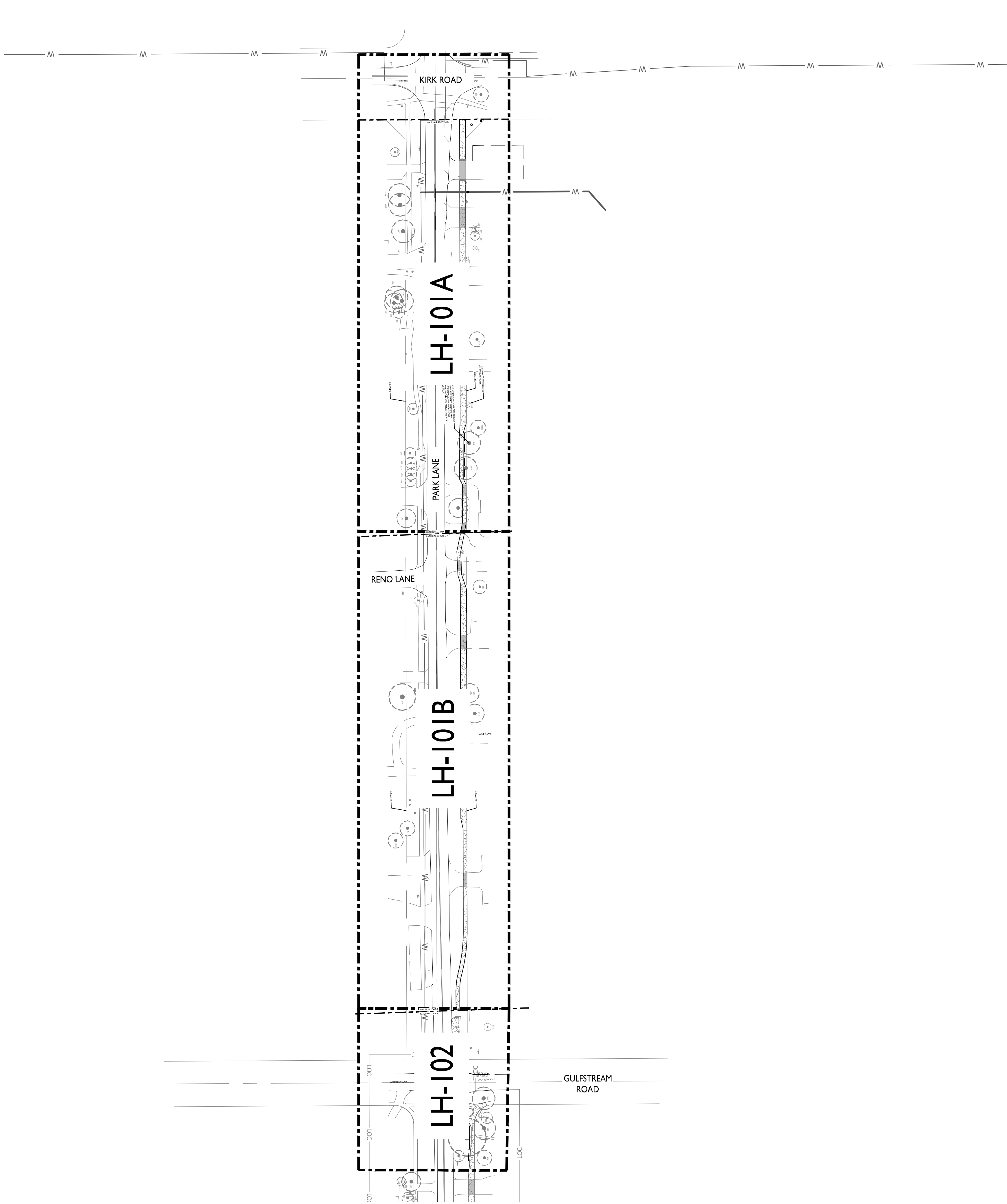


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	DRAWN BY	TD		
	CHECK BY	CJH		
	DATE	12/21/2022		

ENGINEER OF RECORD
CHRISTOPHER J. HOLMES, PE
PE# 66344

**VILLAGE OF PALM SPRING PARK
CONNECTION PATHWAYS PHASE 2A-1
CONCEPT PAVING AND GRADING PLAN**

SHEET:
C-102



VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 2A-1
OVERALL HARDSCAPE PLAN

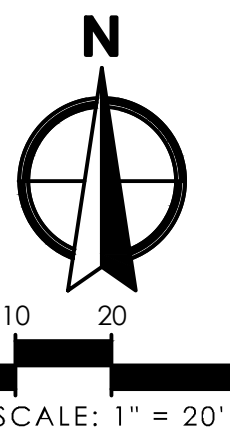
SHEET:
LH-100

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

CAD	
JOB NO.	3527 02
DRAWN BY	KS/BJ
CHECK BY	KS/JM
DATE	12/21/2022

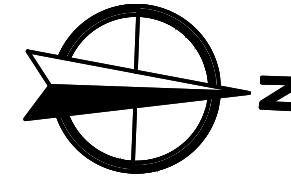
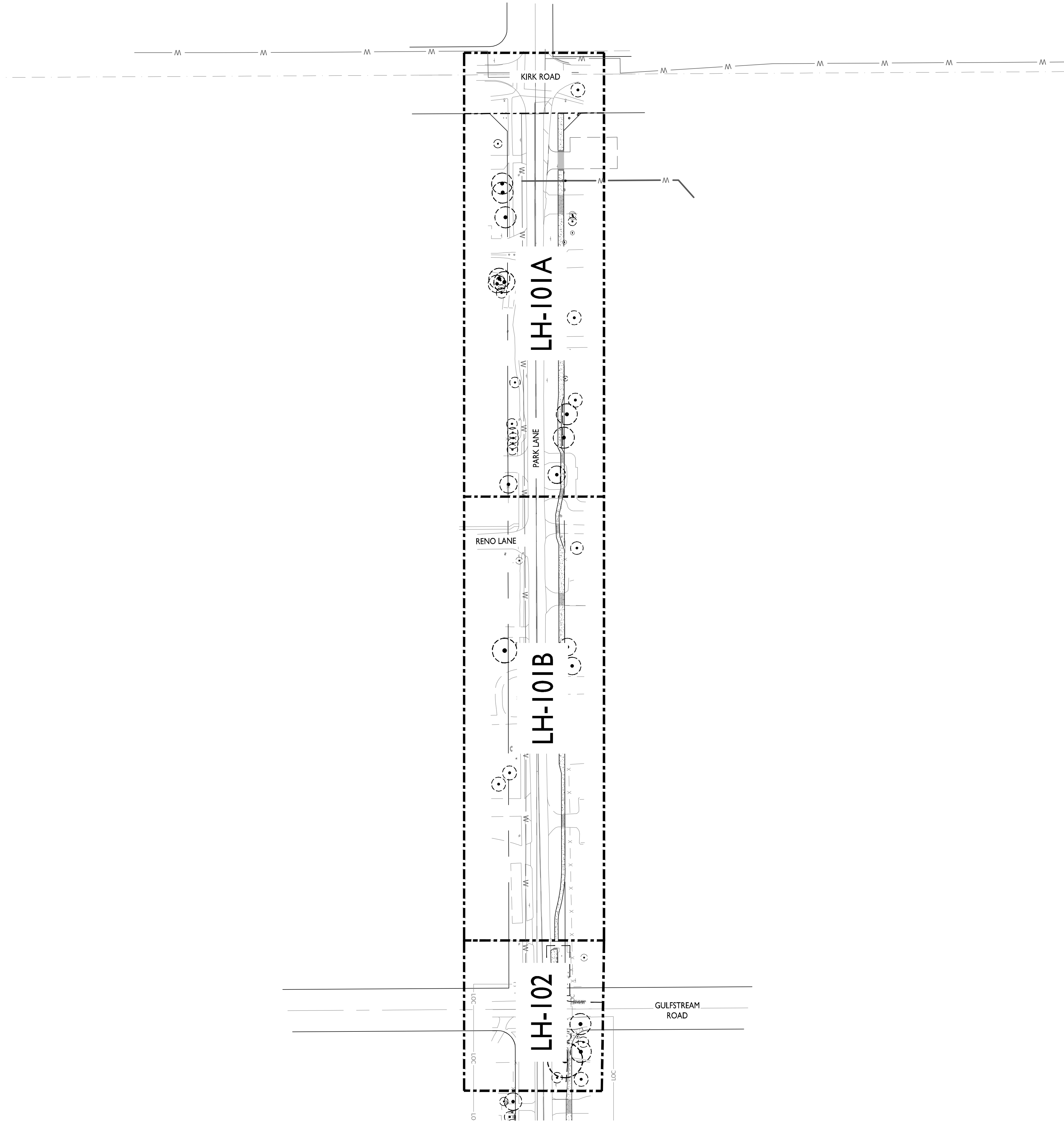
REVISIONS		
NO.	DATE	DESCRIPTION

BY	



	CAD	NO.	DATE	DESCRIPTION	REVISIONS	BY
LANDSCAPE ARCHITECT OF RECORD	JOB NO.	3527 02				
Kirsten Siegel	DRAWN BY	KS/BJ				
PL#AF LA6667375	CHECK BY	KS/JM				
	DATE	12/21/2022				

**VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 2A-1
HARDSCAPE PLAN**



**VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 2A-1
OVERALL TREE DISPOSITION PLAN**

SHEET:
LD-100

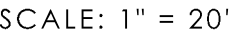
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DRAWN BY	KS/BJ				
CHECK BY	KS/JM				
DATE	12/21/2022				

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

WGI®
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Phone No. 866.909.2220 www.wgic.com
Cert No. 69091 - LB No. 7055

Trees/Palms Removals: 0
Trees/Palms Relocated: 1
Trees/Palms Preserved: 40

TREE/ PALM TO BE REMOVED



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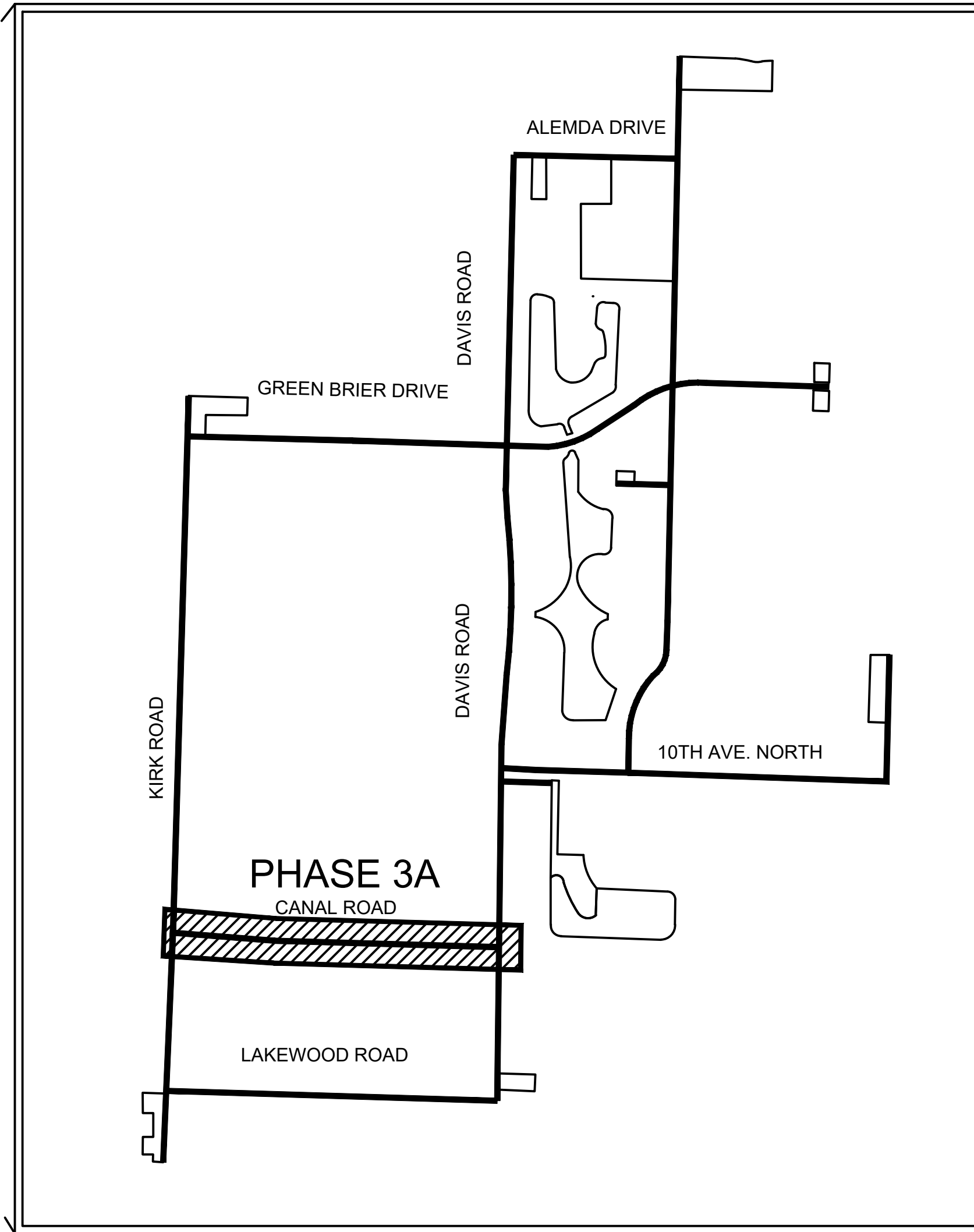
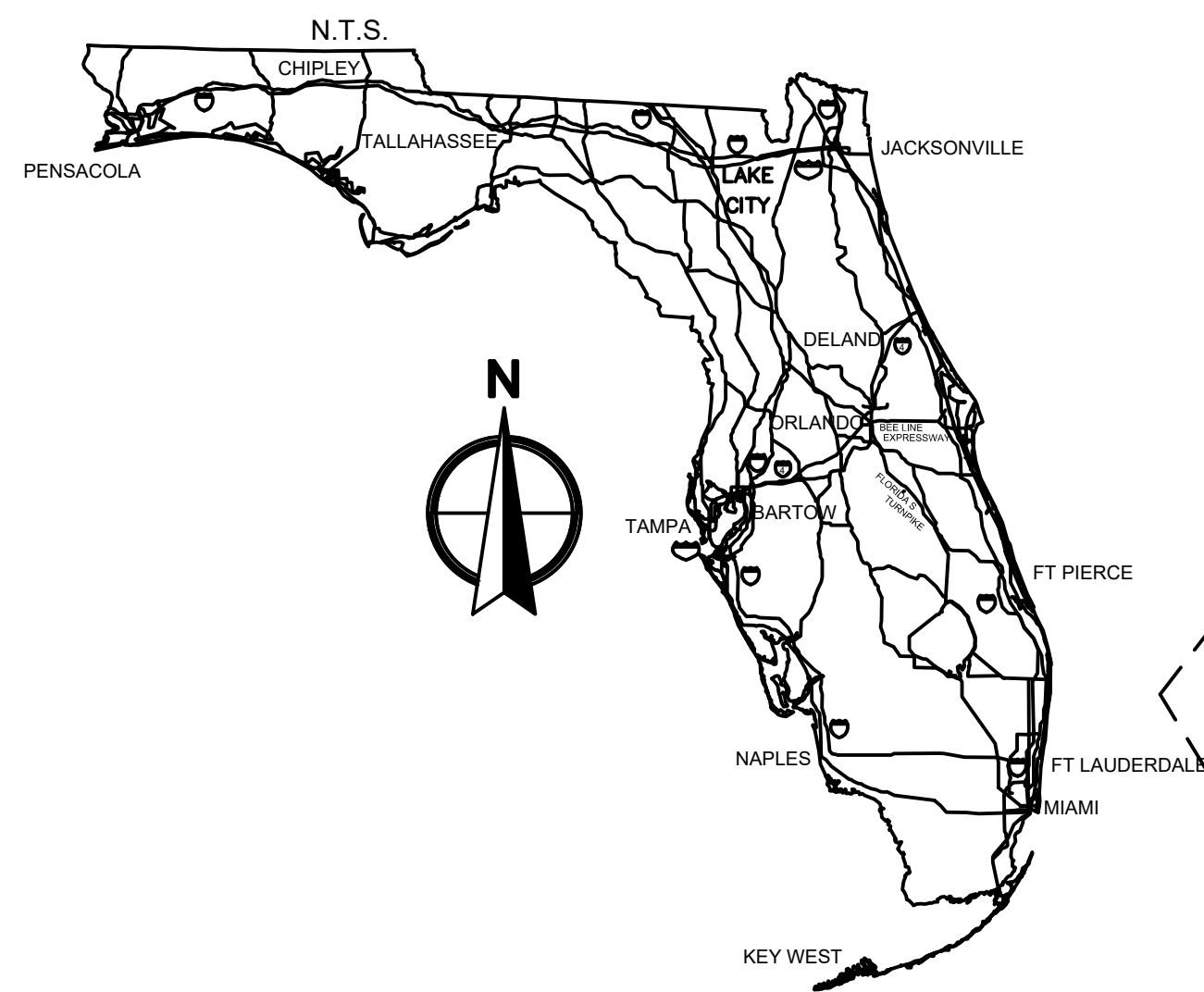
VILLAGE OF PALM SPRINGS

PARK CONNECTOR PATHWAY PHASE 3A

100% CONSTRUCTION DOCUMENTS



LOCATION MAP



SHEET INDEX

PAVING AND GRADING PLANS

GN-100
C-101 - C-103

GENERAL NOTES AND DETAILS
PAVING AND GRADING PLANS

LANDSCAPE PLANS

LP-100 - LP101
LP-500
LP-600

LANDSCAPE PLANS
LANDSCAPE DETAILS
LANDSCAPE SPECIFICATIONS

IRRIGATION PLANS

IP-100 - IP-101
IP-500

TEMPORARY IRRIGATION PLANS
TEMPORARY IRRIGATION NOTES AND DETAILS

REVISIONS		BY	
NO.	DATE	DESCRIPTION	

CAD	JOB NO.	3527.03	KS/LC	KS/JM	12/08/2022
	DRAWN BY				
	CHECK BY				
	DATE				

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

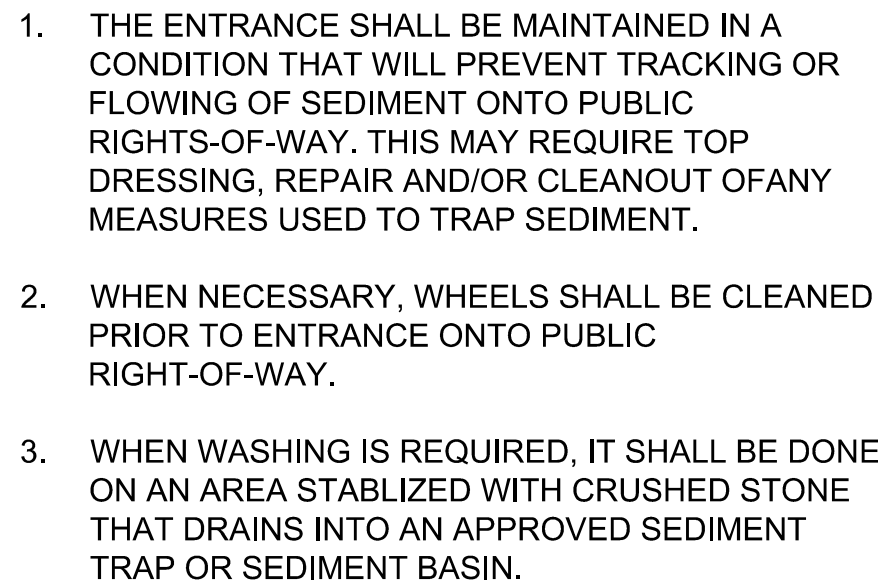
PERMIT AND BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
COVER SHEET

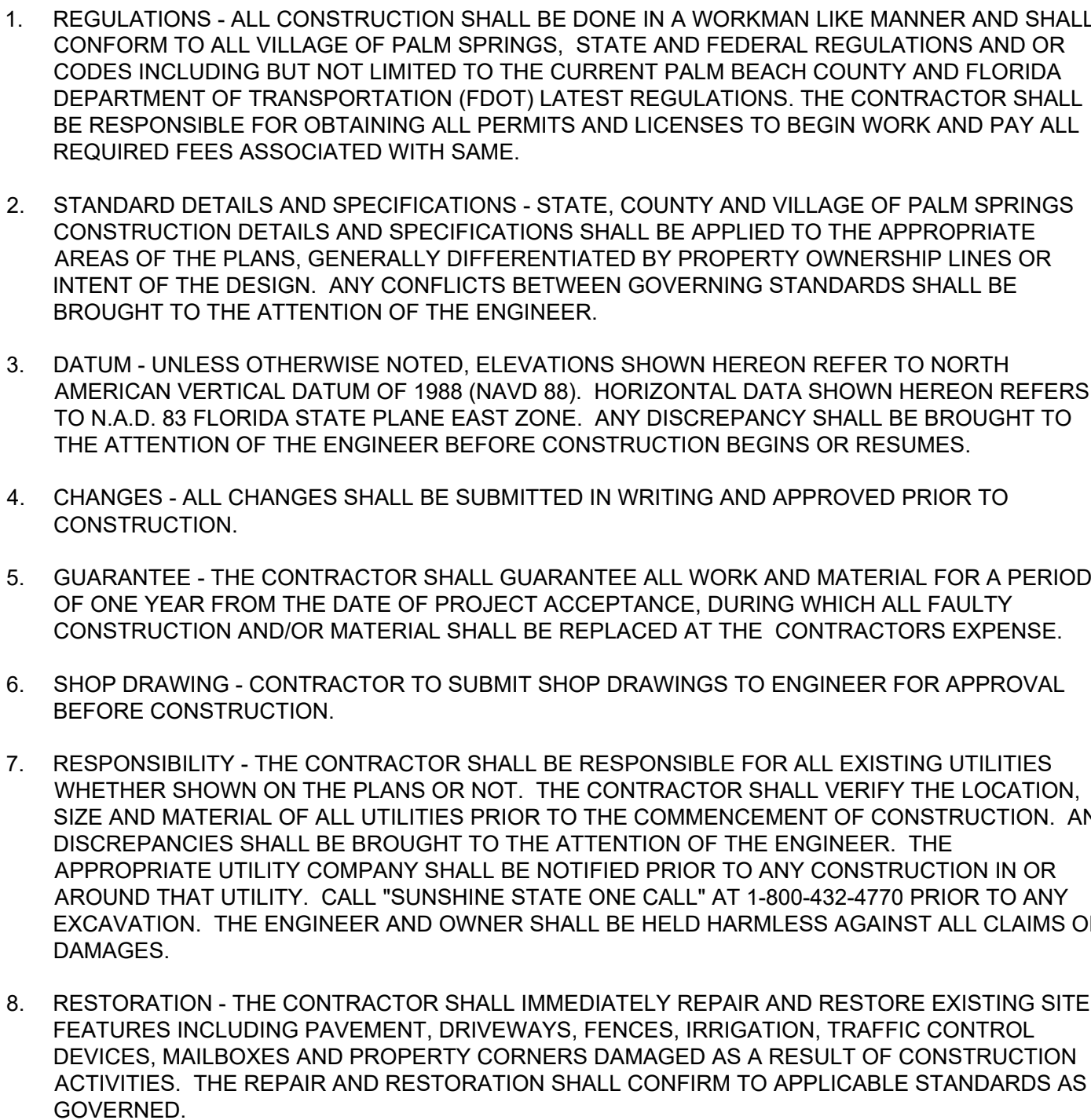
SHEET:
LC-100



1. CRUSHED COQUINA PATHWAY SURFACE TO BE SLOPED 1% TO 2%, TO COMPLY WITH ADA SPECIFICATIONS
2. CONTRACTOR SHALL NOTIFY DESIGN TEAM IF PROPOSED CROSS SLOPE OF PATHWAY EXCEEDS 2%.
3. EXISTING GRADES OUTSIDE OF PATHWAY EASEMENT MUST REMAIN UNDISTURBED



EXISTING VEGETATION



1. CONTRACTOR SHALL REMOVE/RELOCATE TREES LOCATED WITHIN THE CANAL MAINTENANCE ACCESS AGREEMENT WHERE INDICATED OR WHERE IN CONFLICT WITH PROPOSED PATHWAY OR PROPOSED LANDSCAPING.
2. GRUBBING - ALL STUMPS, ROOTS, BURIED LOGS OR OTHER UNSUITABLE MATERIAL WITHIN THE LIMITS OF SIDEWALK CONSTRUCTION SHALL BE REMOVED TO A DEPTH OF 30" BELOW FINISH PAVEMENT ELEVATION AND REPLACED WITH CLEAN FILL.
3. FENCES - THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING BUILDINGS, UTILITIES, STRUCTURES THAT ARE ABOVE OR BELOW GROUND AND SHALL HOLD THE ENGINEER AND OWNER HARMLESS AGAINST ALL CLAIMS OR DAMAGES.

1. CLEARING - CLEARING SHALL BE LIMITED TO THE LOCATEION INDICATED OR AS DIRECTED BY THE ENGINEER OR VILLAGE OF PALM SPRINGS.
2. DEBRIS REMOVAL - ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED. ANY MATERIAL RETAINED ON-SITE FOR MORE THAN 30 DAYS SHALL BE STORED IN CONTAINERS APPROVED BY THE ENGINEER.

1. PATHWAY SHALL ONLY BE CONSTRUCTED WITHIN THE 8' - 10' WIDE CANAL MAINTENANCE ACCESS AGREEMENT AS SHOWN ON PLAN.
2. CONTRACTOR REQUIRED TO STAKE PATHWAY AND CANAL MAINTENANCE ACCESS AGREEMENT TO ENSURE PATHWAY DOES NOT ENCROACH LWDD R/W.

1. CONTRACTOR SHALL IMMEDIATELY STABILIZE ANY DISTURBED AREAS WITH SEEDING OR MULCHING.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL MEASURES DURING CONSTRUCTION

RIGHT-OF-WAY LINE

PROPOSED COQUINA

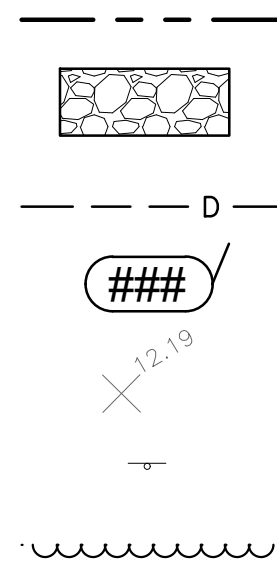
EXISTING DRAINAGE PIPE

PROPOSED GRADE

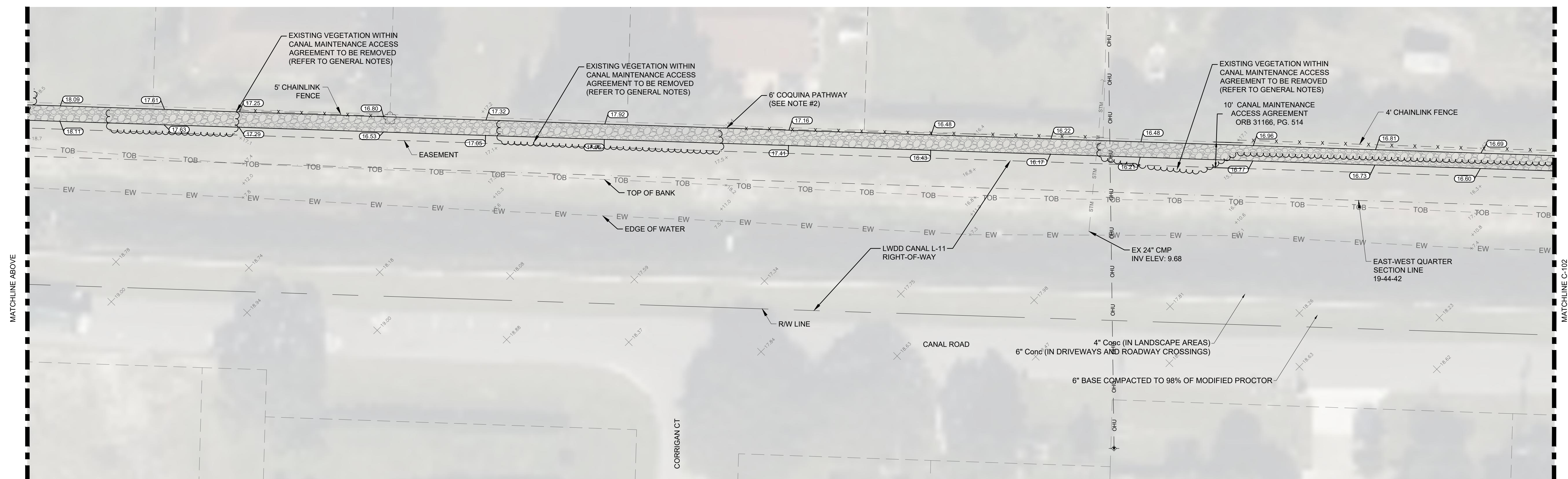
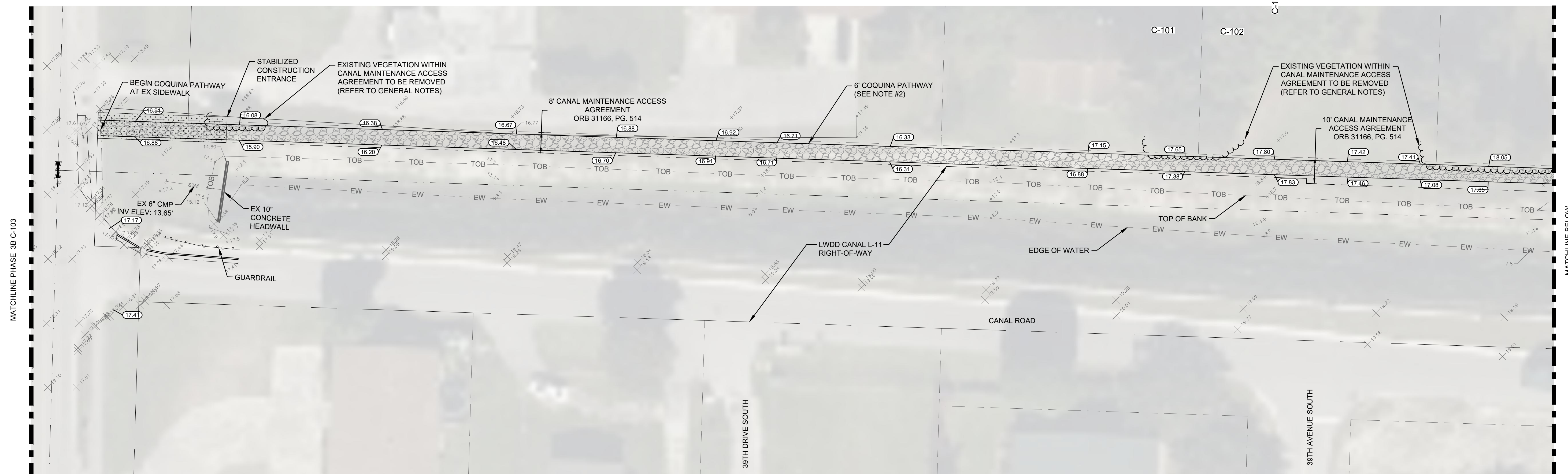
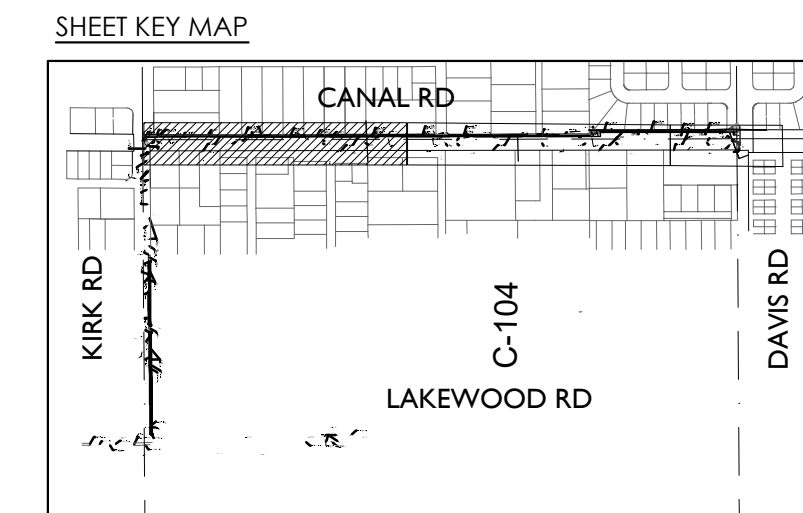
EXISTING GROUND ELEVATION

EXISTING STREET SIGN

EXISTING VEGETATION



1. REMOVE EX TREES & VEGETATION WITHIN CANAL MAINTENANCE ACCESS AGREEMENT
2. REFERENCE COQUINA PATHWAY SECTION DETAIL ON SHEET GN-100
3. PROPOSED GRADES ARE PROVIDED FOR REFERENCE. PATHWAY SHALL BE INSTALLED TO MATCH EXISTING GRADE.



Darryn Long c:\pwworking\p\darryn.long\1620081352703-CY-PCG.dwg --- Plotted: 7/11/2022 5:09:02 PM. Saved: 7/11/2022 5:07:55 PM

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CAD 352703-CV-PGD.DWG
JOB NO. 3527.02
DRAWN BY DL
CHECK BY CJH
DATE 7/11/22

ENGINEER OF RECORD
TRAVIS DOUGLAS, PE
PE# 88589

**VILLAGE OF PALM SPRINGS
CONNECTION PATHWAYS
PHASE 3A
PAVING AND GRADING PLAN**

SHEET:
C-101

RIGHT-OF-WAY LINE

PROPOSED COQUINA

EXISTING DRAINAGE PIPE

PROPOSED GRADE

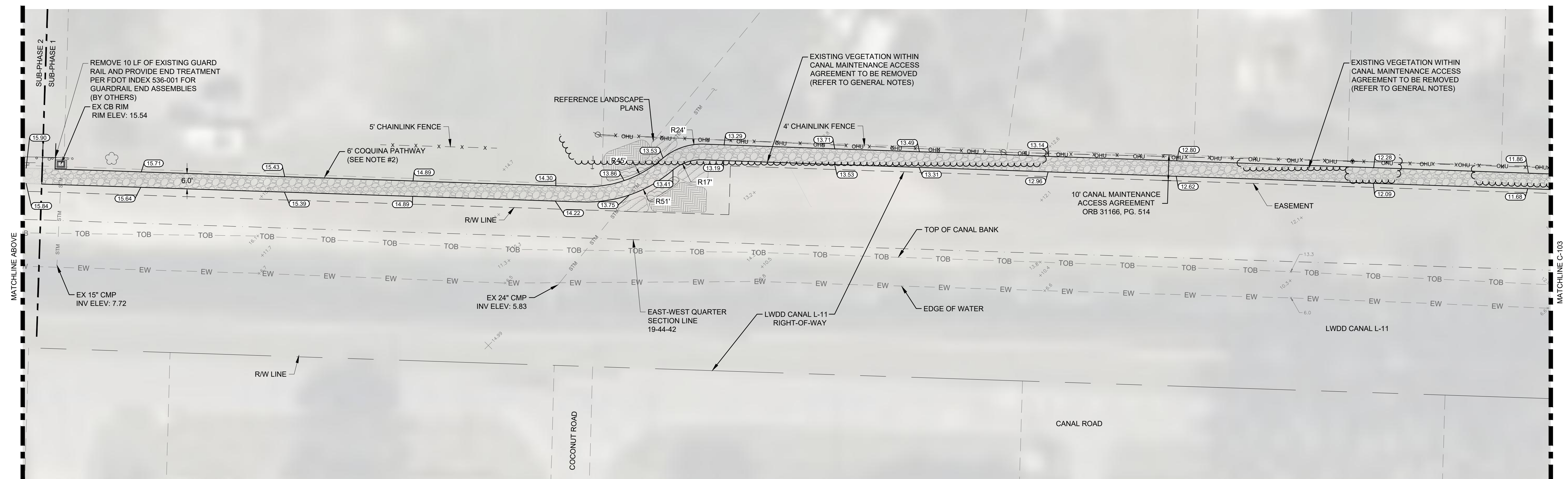
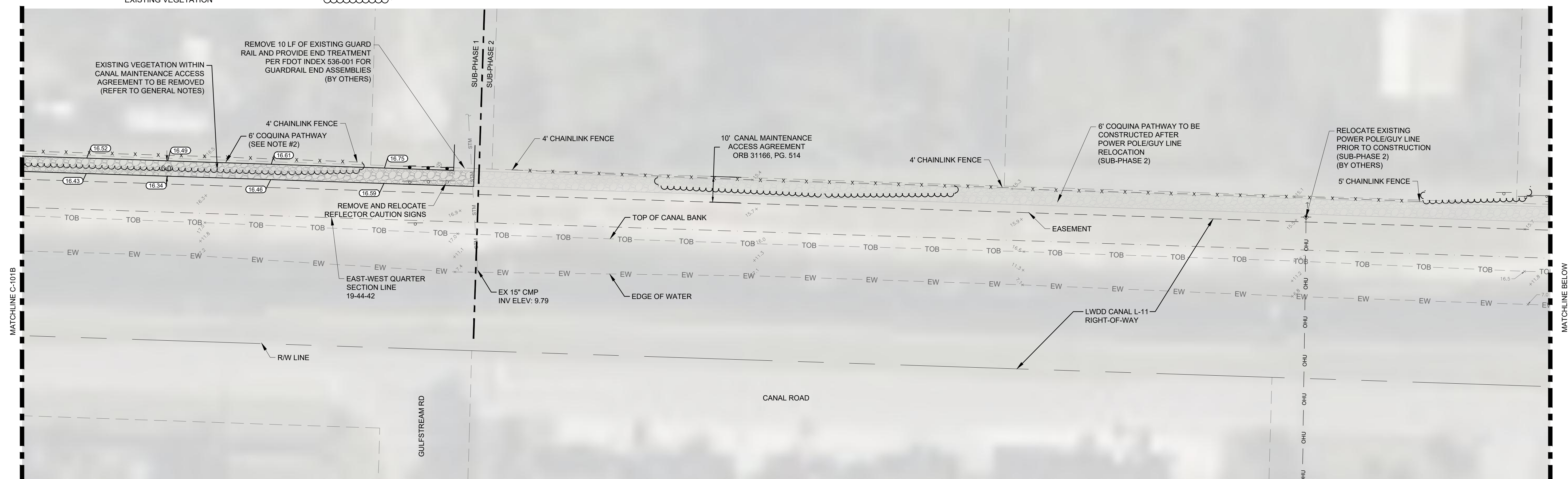
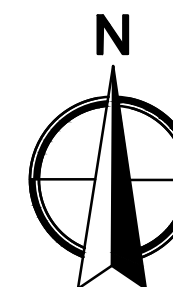
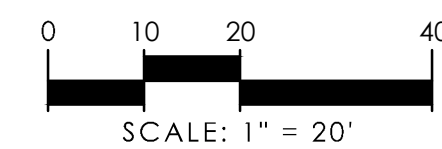
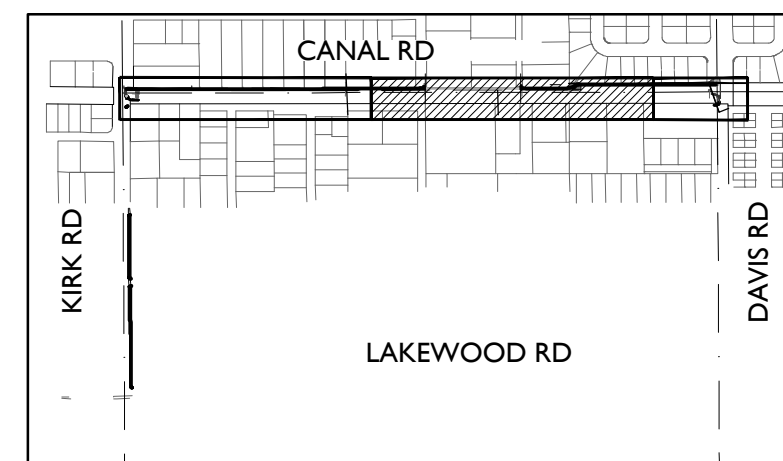
EXISTING GROUND ELEVATION

EXISTING STREET SIGN

EXISTING VEGETATION

1. REMOVE EX TREES & VEGETATION WITHIN CANAL MAINTENANCE ACCESS AGREEMENT
2. REFERENCE COQUINA PATHWAY SECTION DETAIL ON SHEET GN-100
3. PROPOSED GRADES ARE PROVIDED FOR REFERENCE. PATHWAY SHALL BE INSTALLED TO MATCH EXISTING GRADE.

SHEET KEY MAP



Jamryn Long C:\pwworking\dwillemyn\longj1620081352703-CIV-PGD.dwg --- Plotted: 9/28/2022 2:41:05 PM Saved: 9/27/2022 2:51:54 PM



2035 Vista Parkway, West Palm Beach, FL 33411
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Cert No. 6091 - LB No. 7055

[illegible]

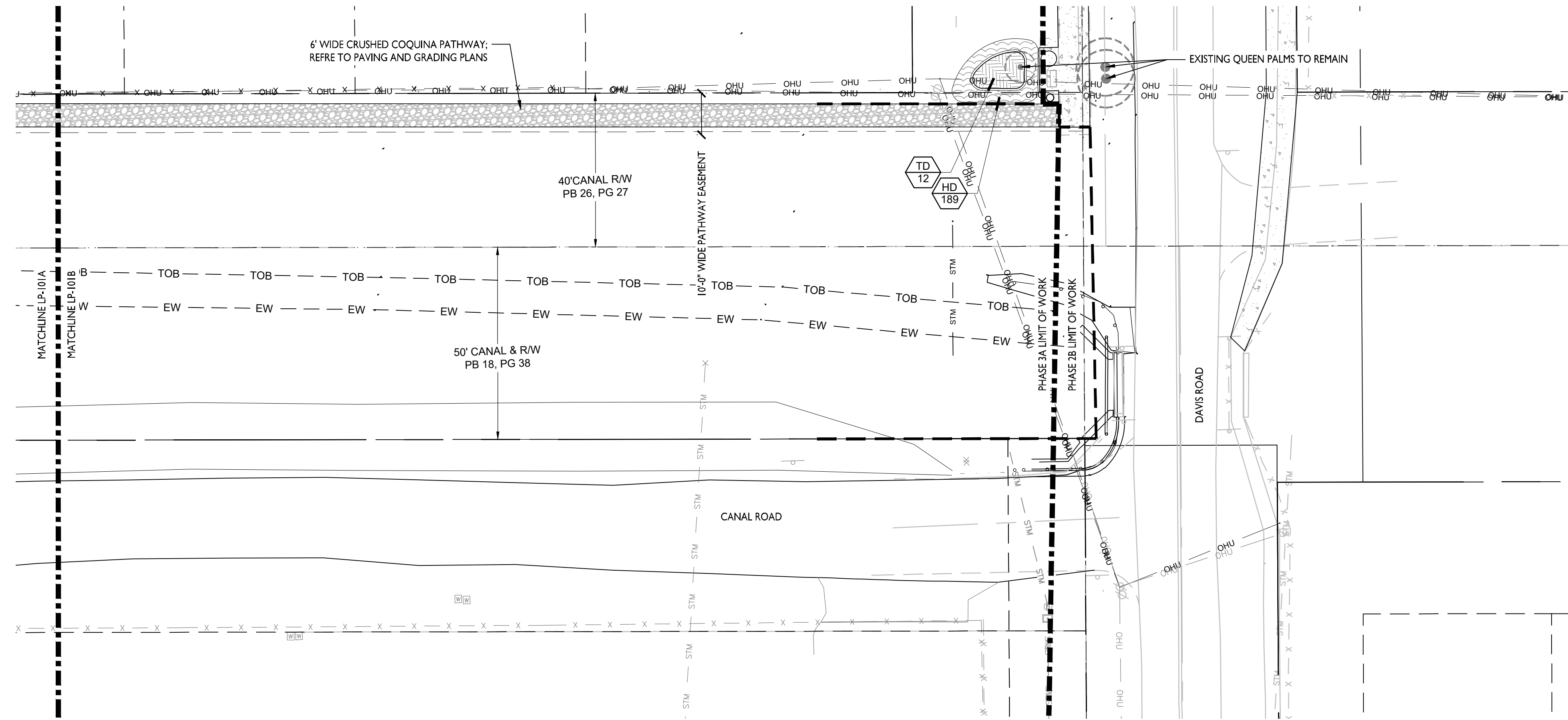
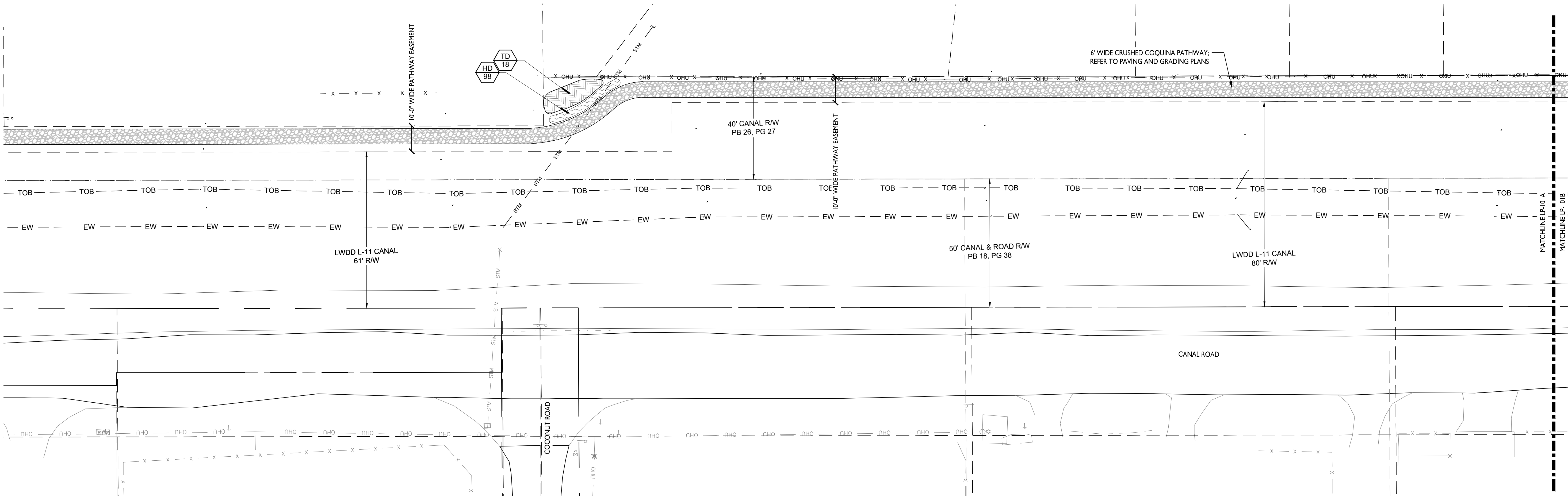
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JOB NO.	3527.02
DRAWN BY	DL
CHECK BY	CJH
DATE	9/28/22

ENGINEER OF RECORD
TRAVIS DOUGLAS, PE
PE# 88589

**VILLAGE OF PALM SPRINGS
CONNECTION PATHWAYS
PHASE 3A
PAVING AND GRADING PLAN**

SHEET:
C-102

\\va01\dwg\dwg\c:\pwworking\wgic\autocad\2011\10310703\LP-101.dwg -- Plotted: 12/7/2022 12:24:16 PM, Saved: 12/7/2022 12:13:47 PM



PLANT SCHEDULE

SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
TD	32	Dwarf Fakahatchee Grass	Tripsacum dactyloides	24" HT X 24" SPRD, @ 36" O.C.
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
HD	287	Dune Sunflower	Helianthus debilis	12" HT X 6" SPRD, @ 12" O.C.

NOTE:
1. APPLICABLE TO ALL PALMS WITH CALIPER SIZE OF LESS THAN SIX (6) INCHES.
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.

(3) 2" X 4" WOOD BRACES, STAKE OUTSIDE PLANTING HOLE ZONE.

OUTSIDE EDGE OF PLANTING SAUCER.

120°

(3) WOOD BATTENS STRAPPED TO TRUNK WITH GALVANIZED METAL BANDS. ATTACH WOOD BRACES TO BATTENS TO AVOID TRUNK DAMAGE.

WRAP TRUNK WITH 3 LAYERS OF NATURAL BURLAP FOR PROTECTION AGAINST WOOD BATTENS AND STAKING BRACES.

PALM OR TREE TRUNK (SET VERTICAL AND PLUMB, TYP.).

* SEE PLAN IF SPECIAL SETTING/CLEANING DIRECTIONS EXIST FOR PALMS

NOTE:
1. APPLICABLE TO ALL MULTI-TRUNK PALMS AND PALMS WITH CALIPER SIZE OF SIX (6) INCHES OR GREATER
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.

Technical drawing illustrating the installation of a palm tree, showing a cross-section and side view with detailed callouts for construction requirements.

Callouts and Requirements:

- "HURRICANE CUT" OR "CANDLE CUT" SABAL PALM HEADS AT INSTALLATION.
- FOR CONTAINER GROWN, BARE ROOT, FIELD DUG OR BALL AND BURLAP SPECIMEN PALMS: SHIPPING FROND TIES SHALL BE REMOVED UPON INSTALLATION. TIES SHALL BE ORGANIC TWINE ONLY.
- FOR BOOTED TRUNK PALMS, TRUNKS SHALL HAVE CLEAN INTACT BOOTS FIRMLY ATTACHED TO THE PALM TRUNK.
- FOR SLICK TRUNK PALMS, TRUNK SHALL BE CLEAR AND FREE FROM DEFECTS AND SCARS.
- BURLAP WRAP TRUNK WITH 3 LAYERS OF NATURAL BURLAP UNDER BRACES, TO PROTECT TRUNK.
- 2" X 4" BATTEN BLOCKS WITH 2" X 4" WOOD STAKING BRACES. USE STEEL BANDING TO WRAP BLOCKS AROUND PALM TRUNK. USE 20D NAILS TO NAIL ANCHOR BLOCKS TO STAKING BRACES (SEE STAKING DETAILS FOR NUMBER OF REQUIRED BRACES).
- *NO NAILS SHALL PERCE THE TREE TRUNK.
- SET TOP OF ROOT BALL AT FINISHED GRADE.
- PROVIDE A 3" BERMED SAUCER ABOVE THE FINISHED GRADE WITH A 3" LAYER OF MELALEUCA MULCH (6" TOTAL HEIGHT), EXTEND MULCH BEYOND BERM. PULL MULCH AWAY FROM TRUNK A MINIMUM OF 3".
- 2" X 4" X MIN. 24" WOOD STAKES.
- ANCHOR TREE BRACES WITH WOOD STAKES.
- INSTALL STAKE BRACES OUTSIDE TEMPORARY SAUCER.
- FINISHED GRADE
- BACKFILL SHALL BE CLEAN, SALT FREE SAND AND PEAT MOSS MIXTURE 3:1 RATIO.
- ALL BACKFILL SHALL BE WATER-JETTED FOR FIRM COMPACTION.
- DISTANCE AROUND THE ROOT BALL SHALL BE 1/2 THE WIDTH OF THE ROOTBALL, OR (12") MIN. CLEARANCE.
- TAMP BOTTOM OF PLANTING HOLE TO MINIMIZE SETTLING.
- MIN. 5' CLEAR TRUNK HEIGHT

NOTE:
1. ALL TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS TO ONE YEAR AFTER PLANTING FOR SHADE TREES.

NEVER CUT TERMINAL LEADER.
THIN BRANCHES AND FOLIAGE AS DIRECTED
BY LANDSCAPE ARCHITECT OR CERTIFIED ARBORIST.

FLEXIBLE GUYING MATERIAL.
LOCATE ABOVE FIRST LATERAL BRANCH.
AVOID OVER TIGHTENED TIES AS THEY
PREVENT TREE'S NATURAL SWAY.

SAFETY FLAGGING

WOODEN STAKES.
SET STAKES OUTSIDE PLANTING SAUCER
AT A MINIMUM DEPTH OF 2 FEET.

TRUNK FLARE OR TOP ROOT VISIBLE ON SURFACE.
DO NOT BURY ROOT IN MULCH.

SET ROOT BALL SLIGHTLY ABOVE GRADE
(10% MAXIMUM, OR 2" ABOVE FINISHED GRADE).

3" SHREDDED MELALEUCA MULCH.
WITH 3" BERMED PLANTING SAUCER (6" TOTAL HEIGHT)
ABOVE THE FINISHED GRADE.
EXTEND MULCH BEYOND BERM.
PULL MULCH AWAY FROM TRUNK FLARE A MINIMUM OF 3".

BACKFILL HOLE WITH APPROVED SOIL MIX
(CHECK WITH LANDSCAPE ARCHITECT FOR MIX).
WATER IN AT ALL BACKFILL. FOR FIRM COMPACTION.

TREE PLANTING SAUCER

REMOVE ROOT BALL COVERING.

CUT BACK WIRE BASKETS BELOW TOP HALF OF THE ROOT BALL.
FOLD BACK BURLAP COVERING MATERIALS BELOW
TOP HALF OF ROOT BALL.
COMPLETELY REMOVE SYNTHETIC BURLAP COVERING MATERIALS.

TAMP BOTTOM OF PLANTING HOLE TO MINIMIZE SETTLING.

PROVIDE A PLANTING HOLE WITH A MINIMUM OF 3 TIMES
THE DIAMETER OF THE ROOT BALL ON THE SURFACE AND
TWO TIMES THE ROOT BALL DIAMETER AT THE BASE.

2'

1/2" A 1/2" A 2 A

120°

STAKING PLAN DIAGRAM

Diagram illustrating the three-step process for preparing a lawn:

1. PLACED TOP PLACES ABOVE EXISTING SOIL LEVEL.
2. 7" OF 1/4" MULCH PLACED ON TOP OF TILLED SOIL. TILL MULCH 3" - 4" INTO PREVIOUSLY TILLED SOIL LEVEL TO FINISHED GRADE BY HAND RAKING.
3. TILL SOIL TO A MINIMUM DEPTH OF 4" BELOW THE EXISTING SOIL LEVEL.

The diagram shows a cross-section of the soil layers. The top layer is labeled "3" MAX." and "1". The middle layer is labeled "7" OF 1/4" MULCH". The bottom layer is labeled "TILL SOIL TO A MINIMUM DEPTH OF 4" BELOW THE EXISTING SOIL LEVEL." and "EXISTING SOIL".

SPACING "D"	ROW "A"	PLANT SPACING CHART	
6" O.C.	5.2"		
8" O.C.	6.93"		
10" O.C.	8.66"		
12" O.C.	10.4"		
18" O.C.	15.6"		
24" O.C.	20.8"		
30" O.C.	26.0"		
36" O.C.	31.2"		
48" O.C.	41.6"		

Diagram illustrating the correct planting technique for a tree, showing the root ball, mulch, and planting hole dimensions.

Labels and Dimensions:

- PLANT ROOT BALL MINIMUM OF 1" ABOVE FINISHED GRADE, WITH A MAXIMUM OF 10% OF ROOTBALL EXPOSED ABOVE GRADE.
- 3" SHREDDED MELALEUCA MULCH. PULL MULCH AWAY FROM TRUNK A MINIMUM OF 3".
- PROVIDE 3" EARTH PLANTING SAUCER
- REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL. COMPLETELY REMOVE ANY SYNTHETIC WRAPPING MATERIALS.
- BACKFILL PLANTING HOLE WITH APPROVED PLANTING MIX. SEE LANDSCAPE ARCHITECT FOR PROPER MIX SPECIFICATIONS.
- PROVIDE A PLANTING HOLE MINIMUM OF 3 TIMES THE DIAMETER OF THE ROOT BALL ON THE SURFACE AND TWO TIMES THE ROOT BALL DIAMETER AT THE BASE.
- TAMP BOTTOM OF PLANTING HOLE TO MINIMIZE PLANT SETTLING.

Dimensions shown in the diagram:

- 1/2 A
- A
- 1/2 A
- 3 A

NOTE:
1. TREES ARE TO BE INSTALLED WITH A MINIMUM TEN FOOT (10') SEPARATION FROM ANY PUBLIC WATER OR PUBLIC SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM.

2. ROOT BARRIERS SHALL COMPLY WITH ALL REQUIREMENTS OF THE MUNICIPALITY WITHIN WHICH THEY ARE LOCATED AS WELL AS WITH ANY REQUIREMENTS OF THE UTILITY HOLDER OF THE AFFECTED UTILITIES. IN THE EVENT THAT CONFLICTING REQUIREMENTS EXIST BETWEEN THIS ROOT BARRIER DETAIL AND THE MUNICIPALITY/UTILITY HOLDER REQUIREMENTS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL BE APPLICABLE.

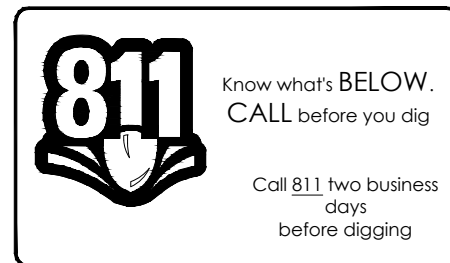
[illegible]

Diagram illustrating the layout of shrubs at the edge of a planting bed. The diagram shows a curved edge with two rows of shrubs. The front row consists of smaller shrubs, and the back row consists of larger shrubs. Arrows point to the gaps between the shrub masses and the edge of the bed, with labels indicating the required spacing.

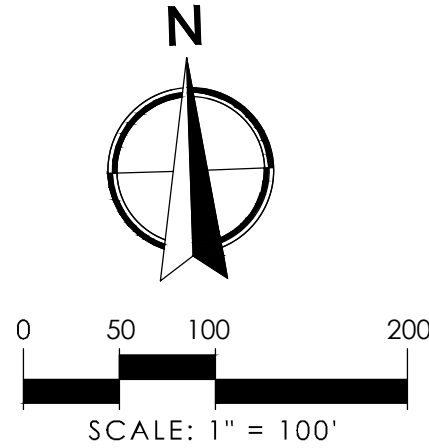
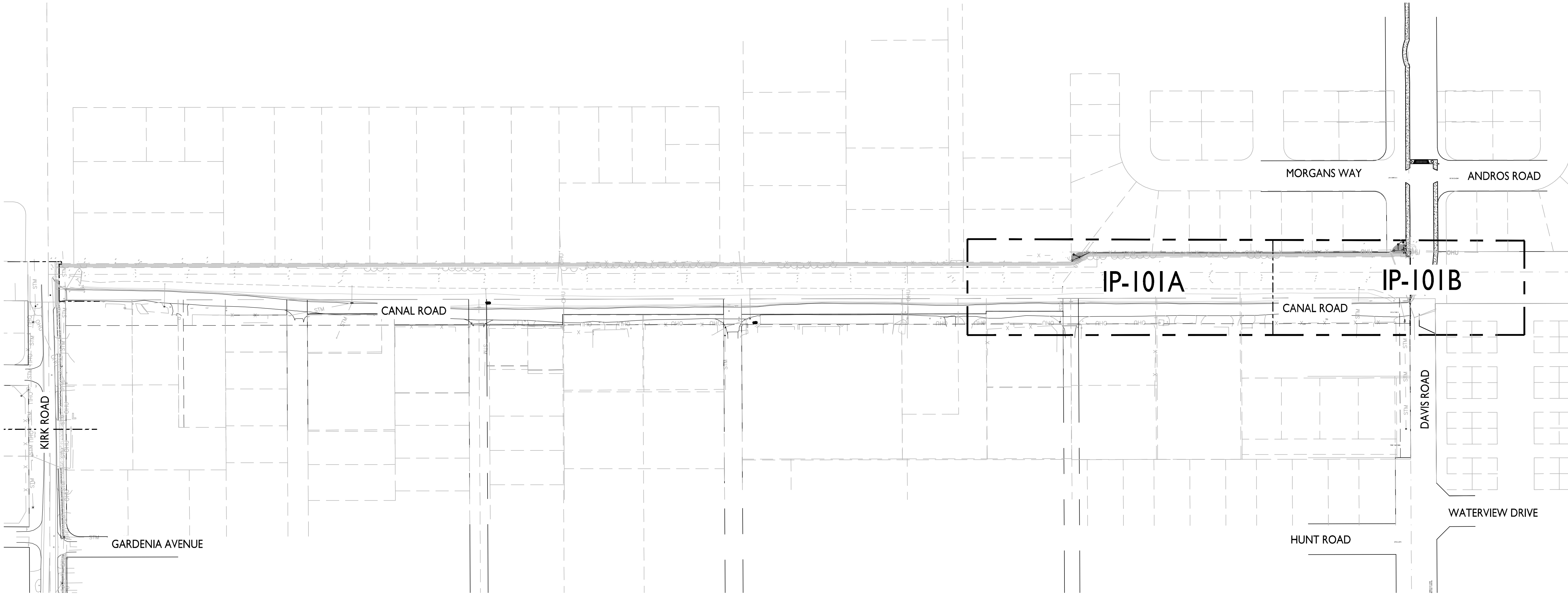
- MAINTAIN 12" AT PLANT BED EDGE
- MAINTAIN 18" MIN. BETWEEN SHRUB MASSES
- REMAINING SHRUBS FILLED IN BEHIND FRONT SHRUBS
- LAYOUT SHRUBS AT BED EDGE FIRST TO ESTABLISH CONTINUOUS LINE. BEST FACE OF SHRUB TO FACE FRONT OF PLANTING BED.

1. STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
2. THE CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVE, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
3. TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN SPECIFICATIONS AND TREE SIZES SHOWN ON THESE PLANS ARE TO ACCOMPLISH THE SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES. LAND MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
4. ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8" ABOVE THE PAVEMENT.
5. UTILITY BOXES AND UTILITIES TO BE COVERED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
6. IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAISOR MUST BE INCLUDED.
7. ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHTS' (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
8. IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLAN LIST.
9. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
10. REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
11. RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
12. ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.

NTS.



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WGI[®]
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

REVISIONS			BY
NO.	DATE	DESCRIPTION	
1	12/07/2022	LWDD RESUBMITTAL	

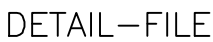
CAD	JOB NO.	3527 03
DRAWN BY	KS/LC	
CHECK BY	KS/JM	
DATE	07/11/2022	

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

PERMIT AND BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
OVERALL TEMPORARY IRRIGATION PLAN

SHEET:
IP-100



SHEET:
IP-500



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

Park Connector Pathway- Canal

Road 3A and Subphase 2A

ITB 2022B-012

Addendum No. 1

January 24, 2023

BIDS DUE: 2:00 PM, Local Time, January 31, 2023

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 **Park Connector Pathway- Canal Road 3A and Subphase 2A** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. GN-1

Delete:

GN-1, in Subphase 2A

Refer to:

Attachment 2- Revised GN-1, Subphase 2A Revision 1

IN THE SPECIFICATIONS

Delete:

N/A

ADD:

ADD:

Receipt acknowledged and conditions agreed to the _____ day of _____, 2023.

Bidder

By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 Revised GN-1 Subphase 2A, Revision 1

ATTACHMENT 3 Federal Required Documents and Forms

END OF ADDENDUM

ATTACHMENT 1
RESPONSES TO BIDDER QUESTIONS

Question 1: Bid Item 7: 6' Wide Crushed Coquina Pathway. Is coquina rock required or can locally available shellrock from an FDOT approved pit be used for this project??

Response 1: LWDD will only accept crushed coquina.

Question 2: Bid Item 4: Unforeseen condition allowance. What is the dollar amount for this allowance?

Response 2: This will be evaluated as a Lump Sum amount. Bidder determines the dollar amount.

Question 3: Bid Item 12: Temporary Irrigation Allowance. What is the dollar amount for this allowance?

Response 3: This will be evaluated as a Lump Sum amount. Bidder determines the dollar amount.

Question 4: There is no bid item for sod, but we will need to tie in the proposed grades shown on the plans to the existing grade. Where should we include the cost for the sod or seed/mulch required?

Response 4: Replacement sod is to be installed to match existing. Price for replacement sod can be added to Line Item 10 revised to read top soil/sod, under landscape elements.

Question 5: Bid Item 19: Root Barrier Allowance. What is the dollar amount for this allowance?

Response 5: This will be evaluated as a Linear Foot cost. Bidder determines LF unit cost.

Question 6: Bid Item 5: Indemnification. What dollar amount should we put for this bid item?

Response 6: This will be evaluated as a Lump Sum amount. Bidder determines the dollar amount.

Question 7: Bid item 14: 6" Concrete Sidewalk. The plans show 57 sy, not 147 sy. Can you please confirm that the quantity of 147 sy is incorrect?

Response 7: The quantity is 147 SY

Question 8: Bid item 16: ADA Detectable Warnings. The plans show 1, but the bid item is for 3 each. Can you please confirm that only one is to be installed per the plans?

Response 8: There are 4 ADA Detectable Warnings. Bid Item 16 Estimated Quantity is 4. There are 2 located in front of Foxtail Palm Park and 2 located at Gulfstream Road.

Question 9: Plan Sheet GN-1, detail "utility Pole in Sidewalk Detail". Which bid item should the 12"x18" reflective warning sign, yellow reflective tape, plastic casing and rpm's be included?

Response 9: After review, the Village will complete this task in house.

Question 10: Plan Sheet GN-1, detail "Utility Pole in Sidewalk Detail". Please confirm that the warning sign will only be required on one side of the pole.

Response 10: After review, the Village will complete this task in house.

Question 11: Plan Sheet GN-1, detail “Existing Driveway Connection. Please confirm that the path to an existing asphalt driveway will be cold patch and type sp asphalt. Which bid item should this work be included in?

Response 11: Type SP 9.5 asphalt will be required instead of cold patch for driveways that are asphalt. This will only be needed when there is a 1 ½” lip, or greater, between the new sidewalk and existing driveway. Refer to Rev. 1, revised Existing Driveway Connection Detail on sheet GN-1. The cost should be included in line item 18- Harmonizing Existing Grades.

Question 12: Section 10.11 Insurance, Section A4 & A5. These are not standard insurance coverages. Are these required for this project?

Response 12: After further review, the Umbrella Coverage or the Pollution Liability is not required

Question 13: What is the budget/estimate for the project?

Response 13: The project is funded in the Village’s FY 2023 General Fund Budget. It is estimated that the Canal Road Sub-phase will cost \$200,000 and 2A Sub-phase is estimated at \$185,000.

Question 14: Where do you find the Federal Forms?

Response 14: Refer to Federal Required Documents and Forms in Attachment 3. This Attachment has all federal forms, Davis Bacon Labor Act and Federal Highway Wage.

ATTACHMENT 2
Revised GN-1 Subphase 2A, Revision 1

ATTACHMENT 3
Federal Required Documents and Forms

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	Village of Palm Springs - Park Connector Pathways Ph2a
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts
- Other Requirements: E-Verify Employment Eligibility

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. Forms for the successful bidder, to be submitted after contract award:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

4. Reports to be submitted to DHED by Subrecipient/ Contractor after contract award:

- Contract Award Report (HUD Form 2516) to be submitted as follows:
 - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:	FL20220182 Mod 1 Highway 02252022
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NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with what-ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
Consequently, the Contractor may be in violating of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

1. BID GUARANTEE

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. PERFORMANCE BOND

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. PAYMENT BOND

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

PUBLIC ENTITY CRIMES

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

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
6. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

LEAD-BASED PAINT POISONING PREVENTION ACT

References: - 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

OTHER REQUIREMENTS**E-VERIFY EMPLOYMENT ELIGIBILITY**

Pursuant to section 448.095, Florida Statutes, Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of a copy of their proof of registration in the E-Verify system.

If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

The contractor shall maintain a copy of such affidavit for the duration of the contract.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is _____ of _____, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says:

- (1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____
who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: _____

STATE OF FLORIDA

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

Commission No. _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address: _____

Signature

Name and Title

Date

WORKFORCE PROJECTION

PROJECT NAME:	
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☐ Asphalt Distributor
- ☐ Asphalt Paving Machine
- ☐ Asphalt Screed
- ☐ Backhoe
- ☐ Boom Auger Operator
- ☐ Bulldozer
- ☐ Concrete Curb Machine Operator
- ☐ Concrete Joint Saw Operator
- ☐ Concrete Pump
- ☐ Cranes with boom length less than 150 ft
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes, all tower cranes, and all
- ☐ Derrick, or Dragline
- ☐ Earthmover
- ☐ Excavator
- ☐ Forklift
- ☐ Front End Loader
- ☐ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☐ Mechanic (type: _____)
- ☐ Milling Machine Grade Checker
- ☐ Milling Machine Operator
- ☐ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greaseman
- ☐ Pavement Striping Machine
- ☐ Pavement Striping Machine Nozzleman
- ☐ Pile driver
- ☐ Power Sub-grade Mixer
- ☐ Roller
- ☐ Scraper
- ☐ Sign Erector
- ☐ Small Tool Operator
- ☐ Tractor
- ☐ Trenching Machine
- ☐ Truck Driver (type: _____)
- ☐ Other:
- ☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☐ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☐ Carpenter
- ☐ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☐ Electrician
- ☐ Elevator Mechanic
- ☐ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☐ Grade Checker
- ☐ HVAC Mechanic (type: _____)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☐ Laborer - Common or General
- ☐ Laborer - Roof Tear off
- ☐ Landscape and Irrigation laborer
- ☐ Lather
- ☐ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☐ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☐ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☐ Unskilled Laborer
- ☐ Welder
- ☐ Other:

Submitted by: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

(SUBCONTRACTORS)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____

By:

Name and Title

Signature

Date

STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0066

Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
6. The prime contract ☐ does, ☐ does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDED FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

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USING THE FILE PROVIDED**

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:			
Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)		Construction Wage Rate Requirements	
Payrolls and Basic Records		Apprentices and Trainees	
Withholding of Funds		Compliance with Copeland Act Requirements	
Disputes Concerning Labor Standards		Subcontracts (Labor Standards)	
Compliance with Construction Wage Rate Requirements and Related Regulations		Contract Termination - Debarment	
		Certification of Eligibility	
14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY			
A			C
B			D
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 4/2013)
Prescribed by GSA/FAR (48 CFR) 53.222(e)

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Section 3 - Acknowledgment and Intent to Comply

(HUD Regulation, 24 CFR Part 75)

Name of Subrecipient			
Business Address, City, State, & Zip			
Business Phone Number		Contact Email	
Primary Contact Name			
Primary Contact Phone Number		Title	

Name of Contractor or Subcontractor			
Business Address, City, State, & Zip			
Business Phone Number		Contact Email	
Primary Contact Name			
Primary Contact Phone Number		Title	

If awarded a HUD funded agreement and/or contract:

- A. Insert the required Section 3 Clause language into all contracts and subcontracts associated with the federal funded projects;
- B. Is under no contractual or other impediment that would prevent it from complying with the requirements of Section 3 as set forth in 24 CFR Part 75; and
- C. Comply with HUD's regulations in 24 CFR Part 75; and
- D. Submit all required and/or requested Section 3 documentation to include, but not limited to, total labor hours performed by Section 3 and Targeted Section 3 workers, total labor hours for the project, certifications of Section 3 and Targeted section 3 workers, and certifications for Section 3 business concerns; and
- E. Will not contract/subcontract with any contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75; and
- F. Maintain documentation for the time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

We are (I am) committed to comply with the HUD Section 3 regulation and DHED Section 3 requirements. It is our (my) desire to ensure compliance, *to the greatest extent feasible*, through the awarding of contracts for work and services to Section 3 business concerns and to provide employment and training to Section 3 workers and Targeted Section 3 workers.

Subrecipient: Print Name: _____ Signature: _____ Title: _____ Date: _____	Contractor/Subcontractor: Print Name: _____ Signature: _____ Title: _____ Date: _____
---	---

Section 3 Business Concern Application

A Section 3 Business concern is defined in 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period: 1. At least 51 percent owned and controlled by low- or very low-income persons, 2. More than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or 3. At least 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

Business Information				
Business Name				
Business Address, City, State, & Zip				
Business Phone Number		Business Website		
Primary Contact Name				
Primary Contact Phone Number		Email		
Type of Business (Check applicable box):				
☐ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Joint Venture (JV)	☐ Non-profit

Business – Number of Employees:			
Full-time: _____	Part-time: _____	Total: _____	Section 3 Employees: _____

Section 3 Certification Category

Please select one of the three categories below to complete your Section 3 Business Concern verification including all required documentation *as documented within the last six months.*

☐ Category 1 - 51% or more ownership by low- or very low income persons (required information):	
☐ Complete Section 3 Worker Certification for each Business Owner	
☐ Category 2 – Over 75% of Labor Hours Performed by Section 3 Workers for previous 3 month period (required information):	
☐ List of all current employees	☐ Complete Attachment 3 – Worker Verification
☐ Complete Labor Hours Verification (Excel File)	
☐ Category 3 – 51% or more ownership by Public Housing or Section 8 Residents (required information):	
☐ Complete Section 3 Worker Certification for each Business Owner	☐ Submit public housing or Sec. 8 documentation

Name & Title		Ownership %	Section 3 Owner	
Name		%	Yes	No
Title			☐	☐

Name		%	Yes	No
Title			☐	☐
Name		%	Yes	No
Title			☐	☐
Name		%	Yes	No
Title			☐	☐
Name		%	Yes	No
Title			☐	☐

Signature and Acknowledgement

I, being a duly authorized representative of the applicant, do hereby attest that the statements, documents, and responses provided with this Section 3 Business concern certification are true and correct to the best of my knowledge. I further understand that additional information prior to, during, and at any time after Section 3 Certification has been submitted may be requested.

Name of Applicant (Business): _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Authorized Representative's Title: _____ Date of Signature: _____

Section 3 Worker Certification

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented: 1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see chart below); 2. The worker is employed by a Section 3 business concern; or 3. The worker is a YouthBuild participant.

A Section 3 Targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who: (1) is employed by a Section 3 business concern; or (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years: (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or (ii) A YouthBuild participant.

West Palm Beach and Boca Raton MSA FY2021 - \$80,200 Median Family Income Effective Date: April 1, 2021

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income Very Low	\$30,000	\$34,250	\$38,550	\$42,800	\$46,250	\$49,650	\$53,100	\$56,500
Income Low	\$47,950	\$54,800	\$61,650	\$68,500	\$74,000	\$79,500	\$84,950	\$90,450

Individual Information			
Name			
Home Street Address			
City, State & Zip			
Phone Number		Email Address	

Certification – Income and Residency		
Individual Income (is based on your previous or annualized calendar year and your family size)	Family Size	
Is your annual household income at or below the above listed incomes for low- and very low-income?	☐ Yes	☐ No
I am currently a participant in a YouthBuild program or was on or after 11/30/2020.	☐ Yes	☐ No
I am currently working for a certified Section 3 business concern.	☐ Yes	☐ No
I currently live within the service area or the neighborhood of the project based on a 1-mile radius or within an area that encompasses a population of 5,000 people.	☐ Yes	☐ No

Section 3 workers' labor hours may count for five years from when their status as a Section 3 worker is established, pursuant to 24 CFR 75.31. For purposes of reporting the labor hours for Section 3 workers, an employer may choose whether to define the workers as Section 3 workers for a five-year period at the time of the workers' hire, or when the workers are first certified as meeting the Section 3 worker definition. The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers hired prior to November 30, 2020 may be certified for a five-year period beginning November 30, 2020.

I certify that my answers are true and complete to the best of my knowledge.

Employed with _____ Hire Date: _____
(Business Name)

Print Name: _____ Title: _____

Signature: _____ Date: _____

Section 3 Labor Hours Summary Report *(regulation 24 CFR Part 75)*

1. Submitting Business Name:		2. Project Name:		3. Project Address / Location	
4. Contact Person		5. Contact Number:		6. Contact Email Address	
7. Reporting Period (Pay Week):		8. Date Report Submitted:		9. Project Dates: (Start Date - End Date)	
10. Total Awarded Amount:		11. Funding Program Name and Amount: (HOME, CDBG, & CDBG-CV)			
		HOME:		CDBG:	
				CDBG-CV:	

Columns A,B, C, E, and F are automatically filled in from their corresponding excel sheet/tab.

	A	B	C	D	E	F
	Business Name	All Workers Labor Hours	Section 3 Workers Labor Hours	% of Section 3 Worker Labor Hours	Targeted Section 3 Workers Labor Hours	% of Targeted Section 3 Worker Labor Hours
1		0	0	#DIV/0!	0	#DIV/0!
2		0	0	#DIV/0!	0	#DIV/0!
3		0	0	#DIV/0!	0	#DIV/0!
4		0	0	#DIV/0!	0	#DIV/0!
5		0	0	#DIV/0!	0	#DIV/0!
6		0	0	#DIV/0!	0	#DIV/0!
7		0	0	#DIV/0!	0	#DIV/0!
8		0	0	#DIV/0!	0	#DIV/0!
9		0	0	#DIV/0!	0	#DIV/0!
10		0	0	#DIV/0!	0	#DIV/0!
11		0	0	#DIV/0!	0	#DIV/0!
12		0	0	#DIV/0!	0	#DIV/0!
	TOTAL	0	0	#DIV/0!	0	#DIV/0!

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Section 3 Labor Hours Verification (prior 3-month period) (24 CFR Part 75)

Please complete the form below for your entire workforce labor hours for a 3-month period.

1. Submitting Business Name:**2. Business Street Address, City, State, and Zip Code**

--	--

4. Contact Person**5. Contact Number****6. Contact Email Address**

--	--	--

7. Reporting Period (prior 3-months - "Month, Month, and Month")**8. Date Report Submitted**

--	--	--

	A	B	C	D	E	F	G
	Months	Enter the Month		Enter the Month		Enter the Month	
Worker Name		All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours
1 Worker Name 1							
2 Worker Name 2							
3 Worker Name 3							
4 Worker Name 4							
5 Worker Name 5							
6 Worker Name 6							
7 Worker Name 7							
8 Worker Name 8							
9 Worker Name 9							
10 Worker Name 10							
11 Worker Name 11							
12 Worker Name 12							
13 Worker Name 13							
14 Worker Name 14							
15 Worker Name 15							
16 Worker Name 16							
17 Worker Name 17							
18 Worker Name 18							
19 Worker Name 19							
20 Worker Name 20							
21 Worker Name 21							
22 Worker Name 22							
23 Worker Name 23							
24 Worker Name 24							
25 Worker Name 25							
26 Worker Name 26							
27 Worker Name 27							
28 Worker Name 28							
29 Worker Name 29							
30 Worker Name 30							
TOTAL		0	0	0	0	0	0
Section 3 Labor Hours Percentage			#DIV/0!		#DIV/0!		#DIV/0!

I certify that the total workforce labor hours and Section 3 workers labor hours provided are true and accurate. I will provide supporting documentation (i.e. certified payrolls, etc.) if requested.

Print Name

Title

Signature

Date

**SUBMIT THIS FORM IN ELECTRONIC FORMAT
USING THE FILE PROVIDED**

**REQUIRED USE OF THE LABOR COMPLIANCE
REPORTING SYSTEM (LCRS)**

As part of the County's commitment to assist the Subrecipient and its contractors/ subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Sustainability has established a Labor Compliance Reporting System (LCRS) for this project. The Subrecipient's contractors/ subcontractors will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/ or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/ developers.

USER RESPONSIBILITIES

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

DISCLAIMER OF WARRANTIES FOR LCRS

LCRS and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. LCRS and its licensors do not represent or warrant that:

1. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
2. The service will meet PBC/DHED's Requirements or expectations.
3. Any stored data will be accurate or reliable.
4. The quality of any products, services, information or other material purchased or obtained by PBC/DHED through the service will meet PBC/DHED's requirements or expectations.
5. Errors or defects will be corrected.
6. The service or the servers that make the service available are free of viruses or other harmful components.

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

DISPLAY OF POSTERS AND WAGE DECISION

The contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Department of Housing and Economic Sustainability.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act (English)
- Employee Rights Under the Davis-Bacon Act (Spanish)
- applicable Wage Decision(s)
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Sustainability at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Department of Housing and Economic Sustainability.

FEDERAL LABOR STANDARDS PROVISIONS**U. S. Department of Housing and Urban Development**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1: (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2: Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain

the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs. (Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

A.4: Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes

shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

A.5: Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

A.6: Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

A.7: Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

A.8: Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

A.9: Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

A.10: (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

A.11: Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act

The provisions of this Paragraph B are applicable where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS**A. Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by

the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/ Independent Contractors/ Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices / Helpers

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

STATEMENT AND ACKNOWLEDGMENTOMB Control Number: 9000-0066
Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
				d. STATE	e. ZIP CODE
6. The prime contract ☐ does, ☐ does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDDING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	

"General Decision Number: FL20220182 02/25/2022

Superseded General Decision Number: FL20210182

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.09	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.81 **	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.58	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 12.97 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99 **	0.00
LABORER: Common or General.....	\$ 10.66 **	0.00
LABORER: Flagger.....	\$ 12.53 **	0.00
LABORER: Grade Checker.....	\$ 12.41 **	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91 **	3.50
LABORER: Pipelayer.....	\$ 14.82 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70 **	0.00
OPERATOR: Bulldozer.....	\$ 16.00	0.00

OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 16.22	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76 **	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 15.75	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87 **	0.00
OPERATOR: Loader.....	\$ 14.19 **	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73 **	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45 **	0.00
OPERATOR: Roller.....	\$ 13.03 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 15.51	0.00
OPERATOR: Tractor.....	\$ 10.79 **	0.00
OPERATOR: Trencher.....	\$ 14.74 **	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02 **	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96 **	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21 **	0.00

TRUCK DRIVER: Water Truck.....\$ 13.25 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"



**Department of
Housing & Economic
Development**

Strategic Planning Division

100 Australian Avenue - Suite 500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com/hed

**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

September 16, 2022

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

RE: FY 2022-2023 CDBG Activity – Park Connector Pathway

Dear Mr. Bornstein:

Palm Beach County Department of Housing & Economic Development (HED) has completed an Environmental Review (ER) in accordance with 24 CFR Part 58 for your FY 2022-2023 Community Development Block Grant (CDBG) funded activity: Park Connector Pathway.

The ER did not identify any adverse environmental conditions for the FY 2022-2023 funded activity.

Plan to inform HED if any future environmental findings or conditions are discovered during activity implementation. If needed, applicable mitigation measures must be incorporated into implementation and may affect the total project cost. The ER will be kept on file at the HED office and will be available for your inspection during regular office hours.

If you have any questions, contact Stefania Russell, Planner II at 561-233-3689 or SRussell@pbcgov.org

Sincerely,

A blue ink signature of Carlos Serrano, written in a cursive style.

Carlos Serrano, Director
Division of Strategic Planning and Operations

cc:

Jonathan Brown, Director, HED
Sherry Howard, Deputy Director, HED
Jeffrey Bolton, Contracts, HED
Bud Cheney, CIREIS, HED
Elena O'Keefe, CIREIS, HED



Village of Palm Springs

226 Cypress Lane, Palm Springs Fl. 33461-1604

Memo

To: Kim Glas-Castro - Assistant Village Manager

From: Josefina S. Maliska - Interim Parks & Recs Director

cc: Michael Bornstein - Village Manager, Theresa Gonzalez - Procurement Specialist, Walt Sanchez - Project Manager

Date: February 16, 2023

Re: Park Connector Pathway - Canal Road 3A and 2A - Recommendation of Award

On January 5, 2023, the Advertisement for Bids for the Park Connector Pathway - Canal Road 3A and Subphase 2A project was published in the Palm Beach Post, Sun-Sentinel, Lake Worth Herald, DemandStar, and on the Village of Palm Springs website. Bids were received on January 31, 2023, at 2:30 PM and evaluated for completeness. Two bids were received ranging from \$339,553.25 to \$461,306.80. Each bid was processed by the Procurement Specialist and subsequently reviewed by the Parks & Recs Interim Director and the Village Project Manager for responsiveness. The bid tabulation is attached.

Both bids were non-responsive for various items including failing to provide OSHA 300 safety forms and letter authorizing to bind on behalf of the company. Both companies were given the opportunity to provide the misc. documents within a 72-hour window, which both did.

The lowest bidder, Huurr Homes, LLC ("Huurr"), has been deemed qualified and responsible. Despite its short existence as a company (it was incorporated in May 2020), the bidder has provided substantial evidence of successfully performing similar projects, positive references, and no evidence of any negative safety or performance issues. Therefore, a notice-of-intent to award the Park Connector Pathway - Canal Road 3A and Subphase 2A project to Huurr Homes, LLC in the amount of \$339,553.25 is recommended.

Respectfully,

Josefina S. Maliska
Interim Parks & Recs Director



**Department of Housing &
Economic Development**

Capital Improvements, Real Estate,
& Inspection Services

100 Australian Avenue, Suite 500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com

□

**Palm Beach County
Board of County Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

February 28, 2023

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

**Re: Village of Palm Springs CDBG Agreement R2021-1613, Amd 01
dated 3/7/22 to R2021-1613 - Canal Road Pathway
and
Village of Palm Springs CDBG Agreement R2022-1290 - Park
Connector Pathway Phase 2A
DHED Approval for Construction Contract Award**

Ms. Glas-Castro

The Department of Housing and Economic Development (DHED) is in receipt of the Village of Palm Springs request for Contract Award for the above-referenced projects to **Huurr Home, LLC in the amount of \$164,730.85 for Canal Road Pathway and \$174,822.40 for Park Connector Pathway Subphase 2A, for a total contract of \$339,553.25.**

Note: The Village previously informed DHED that the Village was unable to obtain bids for the FY2021-22 Canal Road scope, and the scope has been included in the FY 22-23 project. The Village has stated that there will have one single contract, but there will be 2 Purchase Orders and the projects will be invoiced and tracked separately.

DHED has reviewed the Bid Documents, Bid Advertisement, Bid Tabulation, Bid Checklist, Bid Bond and Federal Forms. DHED approves this award recommendation subject to the following:

1. **Bid Protest Period:** A Minimum of (5) business days 'Bid Protest Period' was provided and the Village confirmed that no protests were received.
2. **Contract:** Provide DHED with a copy of the Contractor's Bid Submittal, (Federal forms have been provided), and a copy of the Executed Construction Contract.
3. **Federal Requirements:** The bid opening date for this project was on **1/31/2023**. The Wage Decision changed 10 days before the Bid Opening Date, therefore the applicable Wage Decision for this project will be **FL20230182 Highway Mod 0 dated 1-6-2023**. (Wage Decision attached)

Ensure that the Executed Contract, and all subcontracts, contain the "Requirements for Federally Funded Projects Part 1 and Part 2" previously provided to you, as well as the **updated wage decision**.

If the contract is awarded more than 90 days after the bid opening date, and if at that time the applicable wage decision has been changed or modified, the modifications must be incorporated into your contract and subcontract documents.

4. **DBRA/ Preconstruction Meeting:** DHED shall conduct a meeting for Federal Requirements, Davis Bacon and Related Acts (DBRA) and Section 3 Requirements before project start. This meeting may be incorporated into the project Preconstruction Meeting. Inform DHED of the Preconstruction Meeting date.
5. **Notice to Proceed:** Provide DHED with a copy of the Notice to Proceed.
6. **Construction Schedule:** Within thirty (30) days from the execution of the construction contract, provide a copy of the contractor's construction schedule.
7. **Funding Level and Expenditure of Funds:** DHED will fund the CDBG portion of **\$130,515 for Canal Road Pathway and \$120,818 for Park Connector Pathway Subphase 2A** presently available in the project funding in the form of a reimbursement to the Village. The Village shall be responsible for any funding or costs beyond this amount.

In order to receive reimbursement, the Village must submit documentation evidencing their expenditure which shall consist of the contractor's payment request and a schedule of values showing the completed work (such as AIA form G702 & G703) signed by the contractor and the project engineer, and a copy of the evidence of payment. The Village shall also provide a reimbursement request letter, on letterhead, referencing the name of the project, the date of the funding Agreement with the County and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request.

After the Village has satisfactorily submitted all necessary project closeout documentation to DHED, the Village shall obtain written approval from DHED before releasing final payment or retainage to the Contractor.

8. **Contract Award Report:** The Contractor shall submit the HUD 2516 - Contract Award Report. Provide information for the prime contractor and all known subcontractors at that time. With the final payment request, the Contractor shall provide an updated Contract Award Report to include all additional subcontractors not known at the time of the first report. (Contract Award Form attached)
9. **Subcontractor Required Forms:** The Contractor shall submit a completed "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant" form and a "Statement of Acknowledgment" form, for each Subcontractor.
10. **Certified Payrolls:** Certified Payrolls shall be properly labelled and submitted for each separate phase of the project. The Prime Contractor and all Subcontractors shall register with Elation Labor Compliance Reporting System and upload all payrolls on a weekly basis. The Village is responsible for approving the payrolls once uploaded to the Elation System, DHED to provide a log in and password for staff. (Elation Registration instructions attached)

11. **Worker Interviews:** The Village shall perform on-site interviews of the Contractor's laborers and mechanics. See interview forms attached. Original interviews are to be provided to DHED, Village to maintain copies of all interviews. (Interview Forms attached)
12. **Construction Retainage:** Construction retainage shall apply separately to each phase. As required by our agreement, you must apply a retainage of at least 5% on all construction draws, which shall be released in conjunction with the final draw upon satisfactory completion of each phase of the project. Also, according to our agreement, please do not release such retainage until you have obtained approval from DHED that the contractor and subcontractors have complied with the requirements of Section 3 and Davis-Bacon and Related Acts.
13. **Section 3:** The Contractor is required to report Total Labor Hours, Total Section 3 Worker Hours and Total Section 3 Targeted Worker Hours monthly into the Labor Compliance Reporting System. The Contractor is required to submit a Section 3 "Efforts Letter" advising DHED of their efforts to comply with the Section 3 requirements applicable to this project. (Section 3 Guidebook attached)
14. **Monthly Report and Monthly Meeting:** Monthly reports for each phase shall be submitted by the 5th of each month and should reflect projected and actual project expenditure as well as the amount of total project funding, including non-CDBG funds. There will also be a monthly meeting or conference call to discuss the project progress (to be scheduled).

Should you require any further information on the above, please contact Claudia Goncalves at 561-233-3631, mgoncalves@pbcgov.org or Elena O'Keefe at 561-233-3616, eokeefe@pbcgov.org.

Sincerely,

2/28/2023

X 

Elena O'Keefe
Project Coordinator II
Signed by: Elena O'Keefe

Elena O'Keefe
Project Coordinator II
CIREIS Division

Cc Claudia Goncalves - DHED
Bud Cheney – DHED
Andrew Klausner – Village of Palm Springs

Attachments:
FL20230182 Mod 0 Highway 1-6-2023
Blank HUD-2516 Contract Award Report
Interview Forms (English, Spanish and Instructions)
Elation Registration Instructions
Section 3 Guidebook



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Parks & Recreation

ITEM #12: Splashpad Renovation at Village Center Improvements (Task Order# 320) - Piggyback - Clay County Contract - Parks and Recreation Department (FY 2023 Funded - General Fund) - Advanced Recreational Concepts, LLC

SUMMARY: The Parks and Recreation Department has identified a need to renovate the Splashpad at the Village Complex at 226 Cypress Lane. New equipment and features within the Splashpad are necessary to provide a safe and fun water play area for residents to enjoy. The Council previously approved the cost for the renovation (\$113,385) as part of the 2022-2023 Parks and Recreation Budget.

If approved, the Village would accept Advanced Recreational Concept (ARC), LLC's pricing by piggybacking the Clay County Contract (RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds), including all terms, conditions, and pricing. The Village will only expend the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and services from any State of Florida contract; agreements 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 services were competitively solicited.

If approved, the proposed equipment for the Splashpad would be delivered prior to installation. Delivery is expected within 10-12 weeks following the receipt of the Purchase Order.

Note: The Village previously entered into a piggyback of the Clay County contract with ARC to purchase a picnic pavilion.

The amendment to the Piggyback agreement with Advanced Recreational Concept, LLC (ARC):

1. Broadens the scope to allow for purchase orders to acquire other goods/services within the scope of the Clay County Contract; and
2. extends the term to mirror the Clay County term through May 24, 2023, and any further extension approved by Clay County up to one year; and
3. provides that the terms of the agreement shall survive termination of the contract to the extent necessary to allow for completion of any purchase orders issued before expiration.

The Village has previously worked with the vendor and received excellent service and quality products. The proposed agreement was prepared by the Village Attorney and reviewed by the Interim Parks and Recreation Director, Assistant Public Works Director, the Public Utilities Project Manager, the Assistant Village Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the project is available in FY 2023 Approved Budget - General Fund - Village Center Improvements- \$325,000

Estimated/Actual Project Costs: Amount Proposed Project Cost - Splashpad Renovations \$113,385

ATTACHMENTS:

1. Amendment No. 1 to Agreement with Advanced Recreational Concept, LLC for Park Equipment (Piggyback of Clay County)
2. Advanced Recreational Concepts, LLC Proposal for new Splashpad Equipment
3. Clay County, Florida - Request for Proposals (RFP No. 18/19-2) - Various Equipment and Amenities for Parks and Playgrounds
4. Clay County, Florida - Request for Proposals (RFP No. 18/19-2) - Discount - Shelters, Shades and Structures
5. Clay County, Florida - Request for Proposals (RFP No. 18/19-2) - Approval of Notice of RFP No. 18/19-2
6. Clay County, Florida -Request for Proposals (RFP No. 18/19-2) - Bid Tabulation
7. First Renewal Piggyback Backup
8. Clay County, Florida - Request for Proposals (RFP No. 18/19-2) - Notice of Intent to Award
9. Advanced Recreational Concept, LLC - Executed Purchase Agreement

**FIRST AMENDMENT TO AGREEMENT WITH ADVANCED RECREATIONAL
CONCEPTS, LLC. FOR PURCHASE AND/OR INSTALLATION
OF RECREATIONAL EQUIPMENT**

This First Amendment to the Agreement for Installation of Park Pavilion (“Agreement”) is made as of the _____ day of _____, 2023, 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 **Advanced Recreational Concepts, LLC**, 3125 Skyway Circle, Melbourne, Florida 32934, a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, from time to time the VILLAGE is in need of goods and services related to the purchase and installation of various equipment and amenities for parks and playgrounds; and,

WHEREAS, in 2021, Clay County, Florida, through its competitive selection process awarded a contract for Various Equipment and Amenities for Parks and Playgrounds (RFP # 18/19-2) (hereafter, “Clay County Contract”) to the VENDOR; and

WHEREAS, the VILLAGE desires to utilize the services and pricing established under the Clay County Contract by entering into a “piggyback” agreement with the Vendor; and

WHEREAS, on May 1, 2021, the VILLAGE entered into a piggyback agreement with VENDOR utilizing the Clay County Contract, for the installation of a new picnic pavilion for the Lakewood Gardens Park; and

WHEREAS, The Clay County Contract with the VENDOR was hereby expressly made a part of the Agreement, affording the VILLAGE all rights, obligations, and remedies authorized to the School Board under the Clay County Contract and all associated and applicable Contract Documents as defined therein.

WHEREAS, the Clay County Contract was for a term of two years, with renewal options, and on or about May 24, 2022, Clay County exercised the first renewal option for a term of one year, through May 24, 2023; and

WHEREAS, the VILLAGE now desires to obtain installation of additional park and playground equipment and amenities from the VENDOR on a purchase order basis, using the pricing and other terms and conditions established under the Clay County Contract, as renewed and extended; and

WHEREAS, the parties mutually desire that the terms of the piggyback agreement shall remain in effect beyond the expiration of the Clay County Contract, to the extent necessary to allow completion of purchase orders issued during the term of the contract.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Extension of Contract term. The term of the Agreement is hereby extended for one (1) year to mirror the current term of the Clay County contract, through May 24, 2023, and any further extension or renewal approved by Clay County, up to and including one (1) additional year.
3. Purchase Orders. The Agreement is further amended to allow the VILLAGE to obtain the installation of park and/or playground equipment from VENDOR in accordance with the terms, conditions, and pricing in the Clay County Contract, through the issuance of a request for quotation and Purchase Order. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE and the issuance and approval of a Purchase Order. The terms of this Agreement shall survive the expiration of the Clay County Contract and remain in effect with respect to the completion of any Purchase Orders issued during the term of the Agreement.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - A. The Agreement (including all exhibits);
 - B. All written modifications and amendments hereto, including purchase orders;
 - C. Clay County Contract (including all Contract Documents as defined therein).

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

- A. All written modifications and amendments, including purchase orders;
 - B. The Agreement;
 - C. The Clay County Contract.
5. All other terms, conditions, and provisions of the 2021 Agreement shall remain in full force and effect except to the extent expressly modified above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: ADVANCED RECREATIONAL CONCEPTS, LLC.

By:

Print Name: _____

Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, as _____ of Advanced Recreational Concepts, LLC., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____



Advanced Recreational Concepts, LLC

3125 Skyway Circle
Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

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

Prepared For Justin Lucas
Ship To Village of Palm Springs
226 Cypress Lane
Lake Worth, FL 33461

Date 2/14/2023
Quotation # 24224
Prepared By Madelyn Harshaw
Payment Terms Net 30
Prices Valid Until 3/16/2023
Project Name Splashpad Demo and New install
Customer Phone
County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 23255				0.00
	S-20.14 LED ACTIVATOR	2		4,025.51	8,051.02T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-161.02	-161.02
	S-10.10 WDS Manifold - Mounted (10 output)	1		9,418.37	9,418.37T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-188.37	-188.37
	S-15.10 Water Wise Controller - 10 output	1		5,198.98	5,198.98T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-103.98	-103.98
	S-03.02.23 OWL LOOP	1		6,913.27	6,913.27T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-138.27	-138.27
	S-03.02.22 SNAKE LOOP	1		6,913.27	6,913.27T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-138.27	-138.27
	S-04.10 Monkey Sprayer	1		15,183.67	15,183.67T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-303.67	-303.67
	S-02.37 SEA TURTLE-AQUA SHAPES	1		4,857.14	4,857.14T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-97.14	-97.14
	S-04.05.01 Butterfly Cannon	2		7,591.84	15,183.68T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-303.68	-303.68
	S-01.02.01.01 PALM TREE W COCONUT BUCKETS & PARROT	1		14,423.47	14,423.47T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-288.47	-288.47

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal
Sales Tax (0.0%)
Total

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



Advanced Recreational Concepts, LLC

3125 Skyway Circle

Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

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

Prepared For Justin Lucas
Ship To Village of Palm Springs
226 Cypress Lane
Lake Worth, FL 33461

Date 2/14/2023
Quotation # 24224
Prepared By Madelyn Harshaw
Payment Terms Net 30
Prices Valid Until 3/16/2023
Project Name Splashpad Demo and New install
Customer Phone
County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
	S-97.01.04 AQUA LEAF I	1		7,290.82	7,290.82T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-145.82	-145.82
	S-97.06.05 Daisy Post	1		6,071.43	6,071.43T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-121.43	-121.43
	S-07.20 AQUA DRIPPY	1		8,173.47	8,173.47T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-163.47	-163.47
	S-05.01.04 Aqua Jet Vertical	2		653.06	1,306.12T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-26.12	-26.12
	S-05.06.01 AQUA GEYSER	1		1,000.00	1,000.00T
	Discount based on Clay County #18/19-2, -2% on Water Splash Products			-20.00	-20.00
	Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.			1,000.00	1,000.00
	Freight	1		5,600.00	5,600.00
	Additional Project Discount			-1,000.00	-1,000.00
				0.00	0.00

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$113,385.00
Sales Tax (0.0%) \$0.00
Total \$113,385.00

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



Issued By:
Clay County Board of County Commissioners
Purchasing Department

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Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room "B", Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **"RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS"** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words “**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**” shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room “B”, Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be “clocked” at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.
- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS – SCOPE OF SERVICES**
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed?	<u> </u>	<u> </u>
	Yes	No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period:_____ Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

1) _____

2) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
Yes No

Name of Bidder: _____

Signature _____

Title _____ Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) **Bid Awards and Protests:**

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-						
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SHELTERS, SHADES & STRUCTURES							
Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structures, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	Priced Per Job	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catalog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	5%	N/A	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Custom Canopies, Inc (888) 776-3350 ext 1 chrs@customshadecanopies.com	Custom Canopies Inc.	Sails, Shades, Canopies	5%	Priced Per Job	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catalog
	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catalog

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	75%	No	No	No
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No

SITE AMENITIES & FURNISHINGS							
Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	35%	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreational Site Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Wausau Tile, Inc (863) 816-8070 kprecast@msn.com	Wausau Tile, Inc	Planters, Benches, Bike Racks	10%	N/A	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes
	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty

Dominica Recreation Products (800) 432-0162 robd@gametime.com	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	MyTCoat	Benches, Tables, Trash Cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy

	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	2.50%	50%	Yes	In Catalog	Yes
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES							
Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	42%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	35%	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.iensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	42%	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy

	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dominica Recreation Products (800) 432-0162 robd@gametime.com	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Kidstuff Playstystems	Playground Equipment	18%	20%	Yes	No	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playworld	Playground Equipment	5%	32%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Little Tikes	Playground Equipment,	10%	40%	Yes	In Catalog	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION							
Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SPORTS & FITNESS EQUIPMENT							
Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilities,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No

SURFACING							
Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website
	Innovative Mulching	Mulch	10%	Priced Per Job	www.innovativemulching.com	Request Quote	On Website
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website
	Wood Mulch Products	Mulch	5%	Priced Per Job	www.woodmulchproducts.com	Request Quote	On Website

	Tennis Unlimited	Tennis Court Surfacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
Miracle Recreation/True North (407) 883-8463	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recycled Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes

Robertson Industries, Inc/Totturf Safety Surfacing (954) 882-1366 ghaab@totturf.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Robertson Industries	Turf, Rubber Tiles, Aquatic Surfacing	10%	Included in Discount	Yes	Yes	Yes
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	No Fault Safety Surfacing	Rubber Turf	2%	Included n SF Price	Flyer	No	Yes
	Shawgrass	Syntheitc Turf	2%	Included in SF Price	Flyer	No	Yes
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault	Rubber Mulch, Synthetic Turf	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreational Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes

Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Fibar	Ramps, Engineered	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

May 28, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.



**FINANCE AND AUDIT COMMITTEE
MEETING MINUTES**

May 21, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: Various Equipment and Amenities for Parks and Playgrounds

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close: 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Copies	W9	Insurance	Total
1	Custom Canopies Inc.	✓	✓	✓	TBD
2	Dominica Recreation Products	✓	✓	✓	TBD
3	Rosette Equipment Company	✓	✓	✓	TBD
4	Recycled Plastic Factory LLC	✓	✓	✓	TBD
5	Playworks Playsets LLC	✓	✓	✓	TBD
6	Dynamo Industries	✓	✓	✓	TBD
7	Robertson Industries	✓	✓	✓	TBD
8	RCP Shelters	✓	✓	✓	TBD
9	Miracle Recreation/True North	✓	✓	✓	TBD
10	Newco Sports LLC	✓	✓	✓	TBD
11	Regal Contractors, Inc.	✓	✓	✓	TBD
12	Wausau Tile Inc.	✓	✓	✓	TBD
13	Musco Sports Lighting LLC	✓	✓	✓	TBD
14	Greenfield Outdoor Fitness, Inc.	✓	✓	✓	TBD
15	Miller Recreation Equipment & Design, Inc.	✓			TBD

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fisk
(BCC)

Clerk
Department Representative

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: Various Equipment and Amenities for Parks and Playgrounds

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close: 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W9	Insurance	Total
1 Playmore Recreational Products	✓	✓	✓	TBD
2 Top Line Recreation	✓	✓	✓	TBD
3 Rep Services Inc.	✓	✓	.	TBD
4 Southern Recreational Inc.	✓	✓	✓	TBD
5 Bliss Products & Services Inc.	✓	✓	✓	TBD
6 Swartz Associates	✓	✓		TBD
7 Play Spaces Services Inc. Advanced Recreational Concepts	✓	✓	✓	TBD
8				
9				
10				
11				
12				
13				
14				
15				

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fisk
(BCC)

[Signature]
Clerk
Department Representative



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 17, 2022

Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

Chairman James Renninger called the meeting to order at 1:02 pm.

Chairman James Renninger opened the floor for the public comment at 1:03 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 1:03 pm.

BUSINESS

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

After discussion, Chairman James Renninger recommended the Board

place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

6. Budget Resolutions for Grant Awards (M. Mosley)

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

1. Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

After discussion, Chairman James Renninger recommended the Board place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

May 24, 2022

Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Betsy Condon, District 4, gave the Invocation.

PLEDGE

Retired US Navy Lieutenant Commander Edward E Tucker III, Supply Corps, led the Pledge of Allegiance.

Chairman Wayne Bolla said that Lieutenant Commander Tucker retired after 26 years of service in the United States Navy. He served as a Supply Corps Officer and completed three tours on ballistic-missile submarines Nebraska and Louisiana and served on guided-missile destroyer Gravelly and submarine tender Emory S. Land. LCDR Tucker received various awards and medals during his career including a Joint Service Commendation Medal and Meritorious Service Medal, among others. He currently volunteers as the Committee Chairman for Scouts, BSA, Troop 309. Chairman Bolla thanked LCDR Tucker for his service.

LCDR Tucker noted that as Vice-Chairman Condon said this weekend is not easy for military families and asked that everyone pray for those who have lost loved ones that have worn the cloth for this nation.

CALL TO ORDER

Chairman Wayne Bolla called the meeting to order at 4:02 pm.

ROLL CALL

Present: Commissioner District 2 Wayne Bolla - Chairman
Commissioner District 4 Betsy Condon - Vice-Chairman
Commissioner District 1 Mike Cella
Commissioner District 3 James Renninger
Commissioner District 5 Dr. Kristen T. Burke

small isolated systems. Mr. Ward reiterated that it only takes one storm to affect our community. Mr. Ward noted that they had a great hurricane workshop yesterday. It was the first time they could bring the full EOC group together with all the partners in 2 years

APPROVAL OF MINUTES

3. Board of County Commissioner Meeting Minutes, May 10, 2022.
4. Finance and Audit Meeting Minutes, May 17, 2022.

Commissioner James Renninger made a motion for approval of the May 10, 2022, BCC meeting minutes and May 17, 2022, Finance and Audit meeting minutes, seconded by Commissioner Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for public comment at 4:30 pm.

Richard Klinzman, 1985 Timucua Trail, addressed the Board regarding his concern with the serious problem and what will continue to be a problem is the overgrowth in Clay County and the population increase that we are not ready for. Mr. Klinzman explained that his trip to the Olive Garden took over 90-minutes and should have been a 20-minute drive. On his usual drive today to the county, there are huge swathes of vacant land of what used to be a very nice forest. Three separate developments are going in the area, which looked to be tremendously huge, which would all empty into a two-lane road; we are not ready. Mr. Klinzman said, after listening to Mr. Ward's discussion about hurricane season, what happens if we have to evacuate. There are no plans to start dumping thousands and thousands of more cars onto an evacuation route to leave the county. Mr. Klinzman said if we had three people put a one-year moratorium in place on growth, and as long as those three were still here, he would beg you to extend it another ten years.

Hearing no other comments, Chairman Wayne Bolla closed public comment at 4:33 pm.

CONSENT AGENDA

5. Acceptance for Final Plat for Recording Rolling Hills Unit 2A (District 5, Commissioner Burke)

6. Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various



**Administrative &
Contractual Services**

PO Box 1366
Green Cove Springs, FL
32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

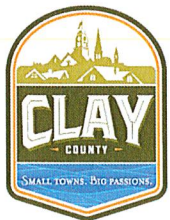
Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



May 9, 2022

MEMORANDUM

TO: Howard Wannamaker,
County Manager

FROM: Karen Smith,
Purchasing Director

SUBJECT: Finance and Audit Committee agenda item for May 17, 2022.

First Renewal for RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

1. The following companies did not choose to renew: Custom Canopies, Playworx Playsets, Wausau Tile, and Robertson Industries.
2. Bliss Products and Services, Inc. added the following manufacturers: Cedar Forest Products, East Coast Mulch, and Madrax.
3. Greenfields Outdoor Fitness, Inc. added manufacturer Shade Systems, Inc.
4. Top Line Recreation, Inc. added the following manufacturers: Yalp Playgrounds, Percussion Play, and Dog On It Parks.
5. Rep Services, Inc. added manufacturer Hanover Specialties Poured in Place Surfacing – EPDM, Bondflex & Granuflex.
6. Swartz Associates, Inc. added the following manufacturers: Sports Play Equipment, Inc. and Ultra Site.

**Clay County
Sports Lighting Bid Sheet**

Manufacturer: Musco Sports Lighting, LLC
 Address: 100 1st Ave West, PO Box 808
 City, State, Zip Code: Oskaloosa, IA 52577
 Contact: Amanda Hudnut
 Phone: 800-825-6030
 Fax: 641-672-1996
 Email: musco.contracts@musco.com
 Federal ID#: 42-1511754

Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

A. Light-Structure System™ with Total Light Control – TLC for LED® & SportsCluster® System with Total Light Control – TLC for LED®

Light-Structure System™ with Total Light Control – TLC for LED®

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED® to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster® System with Total Light Control – TLC for LED®

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 FC	\$153,700	\$106,100	50 FC	\$234,100	\$156,100
360' x 160'	70'	30 FC	\$187,300	\$118,400	50 FC	\$266,700	\$168,600
360' x 160'	100'	30 FC	\$219,100	\$118,700	50 FC	\$319,500	\$169,100
360' x 160'	120'	30 FC	\$237,800	\$130,700	50 FC	\$331,800	\$187,300



SOCCER							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	\$166,000	\$90,600	50 FC	\$211,800	\$131,700
330x200	50'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	30'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	50'	30 FC	\$177,700	\$106,100	50 FC	\$257,100	\$164,500
360x225	30'	30 FC	\$178,600	\$106,100	50 FC	\$237,000	\$155,800
360x225	50'	30 FC	\$179,500	\$106,100	50 FC	\$271,500	\$170,200

BASEBALL / SOFTBALL							
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
		(Inf/Out)			(Inf/Out)		
60' Base Path	200'	30/20	\$107,400	\$70,300	50/30	\$119,200	\$78,800
60' Base Path	225'	30/20	\$122,100	\$80,500	50/30	\$134,000	\$92,100
60' Base Path	250'	30/20	\$127,200	\$80,500	50/30	\$149,900	\$103,000
60' Base Path	300'	30/20	\$173,300	\$119,800	50/30	\$205,500	\$134,300
60' Base Path	320'	30/20	\$177,800	\$124,300	50/30	\$226,800	\$146,300
90' Base Path	300'	50/30	\$235,900	\$147,400	70/50	\$325,300	\$208,500
90' Base Path	325'	50/30	\$259,600	\$159,500	70/50	\$352,300	\$228,400
90' Base Path	350'	50/30	\$273,100	\$172,500	70/50	\$403,800	\$252,600
90' Base Path	320/360/320	50/30	\$261,200	\$160,800	70/50	\$413,600	\$255,300
90' Base Path	330/400/330	50/30	\$366,200	\$212,600	70/50	\$464,600	\$281,000

TENNIS			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$69,500	\$49,400
3	50 FC	\$81,500	\$52,600
4	50 FC	\$81,500	\$52,600
6	50 FC	\$162,400	\$102,300

BASKETBALL - OUTDOOR			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$61,100	\$44,300

BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Material
1 - 94 x 50	80 FC	\$25,500

PARKING LOT - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	\$28,600	\$0.45/sq ft

1. This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.
 2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.
 3. Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.
 4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.
- B. Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

$$\$153,700 \times 15\% = \$23,055$$

$$\$153,700 - \$23,055$$

Metal Halide Technology Pricing = \$130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	\$3,500	per fixture
Control-Link Retrofit Unit (material only)	\$8,500	per unit
Control-Link Unit - Multiple Services (material only)	\$6,700	per unit
Osprey Nest Platforms	\$3,000	each
TLC-RGBW Fixture	\$4,500	per fixture
LED Security Fixture (mount on Musco pole)	\$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	\$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	\$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	\$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	\$800	per pole

Section II: Adders

- A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.
- B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- D. Control-Link® Entertainment package will increase the equipment price by 5%.
- E. Control-Link® Entertainment+ package will increase the equipment price by 12%. Musco is not responsible for obtaining or any cost associated with music licenses.

Section III: Labor Costs

- A. Pole Installation (price per pole)

Pole Height	LS 2017 FBC 130 mph Price
40'	\$4,150
50'	\$4,300
60'	\$4,600
70'	\$5,300
80'	\$6,450
90'	\$9,500
100'	\$11,550
110'	\$17,550

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles \$4,600 per pole
- D. Removal of Existing Wooden Poles \$1,750 per pole
- E. Straighten Concrete Pole \$5,000 per pole
- F. Patching Concrete Poles \$4,000 per pole
- G. Installation of Fixtures on Existing Poles \$6,000 per pole
- H. Installation of Control Link Retrofit \$2,100 per unit
- I. Retrofit existing Gymnasium with LED \$750 per fixture
- J. Site Inspection – Evaluation of existing lighting system \$2,500 per project

Section IV: Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	\$12,650 each
Option B – 400 Amp Service (Section IV, A, 1)	\$21,300 each
Option C – 600 Amp Service (Section IV, A, 1)	\$25,900 each
Option D – 800 Amp Service (Section IV, A, 1)	\$28,750 each

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

- | | | |
|----|---|------------|
| a. | Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet | \$100 each |
| b. | Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet | \$110 each |

2. Wiring from Contactors to Poles

- | | | |
|----|------------------------------------|---------------|
| a. | 2" PVC with (4) #1 THWN conductors | \$30 per foot |
| b. | 2 ½" PVC with (4) 3/0 | \$40 per foot |
| c. | 4" PVC with (4) 500mcm | \$75 per foot |
| d. | (2) 4" PVC with (4) 300mcm | \$98 per foot |

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a	10	\$5,400	\$5.75 per foot
b	8	\$5,980	\$8.65 per foot
c	6	\$6,210	\$11.50 per foot

4. Pull Boxes

- | | | |
|----|--|------------|
| a. | Brooks 38T pull box with 8" x 8" x 6" PVC box Inside | \$600 each |
| b. | Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet | \$150 each |

C. Installation of Contactor Cabinets

- | | | |
|----|-------------|--------------|
| a. | 48" Cabinet | \$5,750 each |
| b. | 72" Cabinet | \$8,650 each |

D. Lightning Protection

- | | | |
|----|--|--------------|
| 1. | Surge Arrestor – protection at remote electrical enclosure | \$1,200 each |
| 2. | Surge Arrestor – protection on line side of panel | \$9,900 each |

E. Pole Grounding

- | | | |
|----|---|------------------|
| 1. | Provide and install ground rods for poles 70' and below | \$900 per pole |
| 2. | Provide and install ground rods for poles 80' and above | \$1,450 per pole |

Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
1.	Adder for 200 amp service	\$6,600 each
2.	Adder for 400 amp service	\$9,950 each
3.	Adder for 600 amp service	\$15,900 each
4.	Adder for 800 amp service	\$26,450 each
B.	Structural Engineering Drawings, sealed by P.E.	
1.	Foundation and pole plans based on assumed soils	\$1,350 per project
2.	Foundation and pole plans based on geotech report	\$3,300 per project
C.	Geotech report	\$9,950 per project
D.	Bonding (over \$200,000)	\$2,000 per \$100,000
E.	Site survey	\$3,300 per project
F.	Project management	\$6,000 per project

Section VI: Yearly Adjustments

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the State of Florida Building Code and/or wind speeds change, Musco reserves the right to adjust pricing accordingly.

M. GAY CONSTRUCTORS, INC.
BID FORM
ATTACHMENT OF UNIT PRICEES
CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS
AND PLAYGROUND

November 11, 2020

Request to RFP NO. 18/19-2

M. Gay Constructors, Inc. is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

1. Install Owner Furnished Sports Lighting Poles and Fixtures

Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

<u>Mount Heights</u>	<u>Metal</u>	<u>Concrete</u>
40' (10' Maximum inbed)	\$3,500.00	\$5,600.00
50' (10' Maximum inbed)	\$3,600.00	\$5,700.00
60' (10' Maximum inbed)	\$3,700.00	\$5,800.00
70' (10' Maximum inbed) 1 to 13 Fixtures	\$3,800.00	\$5,900.00
70' (15' Maximum inbed) 14 to 27 Fixtures	\$3,900.00	\$6,900.00
80' (15' Maximum inbed) 1 to 19 Fixtures	\$4,900.00	\$8,900.00
80' (15' Maximum inbed) 20 to 33 Fixtures	\$5,000.00	\$9,000.00
90' (15' Maximum inbed) 1 to 12 Fixtures	\$6,500.00	\$15,000.00
90' (15' Maximum inbed) 13 to 40 Fixtures	\$7,000.00	\$16,000.00
100' (20 Maximum inbed) 1 to 15 Fixtures	\$12,000.00	\$17,000.00
110'	\$19,000.00	\$24,000.00
120'	\$27,000.00	\$28,000.00

- 2. Install owner furnished fixtures on existing poles and wire to box bottom of of the pole.** \$990.00 per fixture

- 3. Osprey Platform to be installed on new pole or existing pole.**
(New pole not included in price)

New Pole	\$3,000.00 each
Existing Pole	\$4,500.00 each

4. Field Electrical Wiring

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

<u>Circuit Size</u>	<u>Single Phase</u>	<u>Per Ft</u>	<u>Three Phase</u>	<u>Per ft Price</u>
#12	\$5,200.00	\$2.84	\$4,150.00	\$3.56
#10	\$4,025.00	\$3.04	\$4,175.00	\$3.71
#8	\$4,400.00	\$4.52	\$4,600.00	\$5.65
#6	\$4,600.00	\$6.20	\$4,800.00	\$7.74
#4	\$5,000.00	\$8.82	\$5,200.00	\$11.04
#3	\$5,200.00	\$10.72	\$5,400.00	\$13.40
#2	\$6,200.00	\$11.52	\$6,400.00	\$14.40
#1	\$6,800.00	\$16.33	\$7,000.00	\$20.40
#1/0	\$7,800.00	\$20.04	\$8,000.00	\$25.05
#2/0	\$8,200.00	\$24.13	\$8,300.00	\$30.16
#3/0	\$9,400.00	\$30.09	\$9,700.00	\$37.61
#4/0	\$9,800.00	\$36.30	\$10,300.00	\$45.38
#250 mcm	\$11,500.00	\$44.79	\$11,800.00	\$56.00
#350 mcm	\$12,500.00	\$60.37	\$13,000.00	\$75.57
#500 mcm	\$21,000.00	\$81.05	\$27,000.00	\$101.29

5. Service

<u>Amps</u>	<u>Single Phase</u>	<u>Three Phase</u>
100	\$ 8,200.00	\$ 9,400.00
150	\$ 8,300.00	\$ 9,500.00
200	\$ 8,700.00	\$ 9,800.00
250	\$14,000.00	\$15,000.00
400	\$18,000.00	\$19,000.00
600	\$24,000.00	\$25,000.00
800	\$29,000.00	\$30,000.00
1000	\$33,000.00	\$34,000.00
1200	\$39,000.00	\$40,000.00
1600		\$45,000.00

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

6. Lighting Contactors Furnished and Installed

<u>Contactor</u>	<u>Price</u>
30 Amp	\$ 1,500.00
60 Amp	\$ 1,700.00
100 Amp	\$ 2,200.00
200 Amp	\$ 5,100.00
400 Amp	\$14,000.00

7. Install Owner Furnished Lighting Contactors

<u>Contactor</u>	<u>Price</u>
30 Amp	\$ 600.00
60 Amp	\$ 900.00
100 Amp	\$ 1,100.00
200 Amp	\$ 1,700.00
400 Amp	\$ 2,400.00

8. Provide Hourly Equipment and Labor

45' Bucket Truck		\$ 110. 00 per hour
30 Ton Crane	8 hr minimum	\$ 225.00 per hour
50 Ton Crane	8 hr minimum	\$ 300.00 per hour
70 Ton Crane	8 hr minimum	\$ 375.00 per hour
100 Ton Crane	8 hr minimum	\$ 250.00 per hour
(Mob in \$4,500.00 and Mob out \$4,500.00)		
200 Ton Crane	8 hr minimum	\$ 550.00 per hour
(Mob in \$4,500.00 and Mob out \$4,500.00)		
Auger Truck	4 hr minimum	\$ 175.00 per hour
Production Digger	8 hr minimum	\$ 650.00 per hour
(Max auger 60" and 25' depth)		
Flat Bed Truck	4 hr minimum	\$ 150.00 per hour
Water Truck	4 hr minimum	\$ 150.00 per hour
Backhoe		\$2,200.00 per day
Trencher		\$1,500.00 per day
Directional Boring	Up to 2"	\$ 30.00 per foot
Directional Boring	2 ½" to 4"	\$ 45.00 per foot
Directional Boring	4 ½" to 8"	\$ 65.00 per foot
Electrician		\$ 95.00 per hour
Foreman		\$ 95.00 per hour
Rigger		\$ 75.00 per hour
Helper		\$ 65.00 per hour
High Lift		\$9,500.00 per day
Tractor Trailer (Oversized loads)		\$ 750.00 per hr. (plus permits)
Pick up Truck		\$ 35.00 per hr.

9. Mark up on Material 20% Plus Tax

10. Per Diem rates outside of Clay County \$ 650.00 per crew

11. Dumpster Fee \$2,000.00 per dumpster

12. Pole Demolition

Wood Poles \$1,200.00 per pole

Concrete Poles \$3,500.00 per pole

Price includes taking the poles down.

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

- | | |
|--------------------------------|------------------------------------|
| 13. Fill Dirt | \$1,200.00 per 18 yd load |
| 14. Storage Container | \$1,500.00 per month per container |
| 15. Provide Water Meter | \$2,800.00 |
- 16. Provide Electrical Engineering** – 14% of the total cost of the project. Total cost includes all owner furnished material.

GENERAL NOTES

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon **NORMAL** drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock
Acting County Manager

Date of Posting:

5/29/19

Date of Removal:

6/3/19

Time of Posting:

8:45 a.m.

Time of Removal:

8:47 a.m.

Initials:

D F

Initials:

D F

AGREEMENT FOR PURCHASE OF PARK PICNIC PAVILION

This Agreement for the purchase of a park picnic pavilion, hereafter ("Agreement") is made as of the 13th day of May, 2021, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Advanced Recreational Concepts, Inc**, 3125 Skyway Circle, Melbourne, Florida 32934, a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE wishes to engage the VENDOR for the purchase of a new picnic pavilion for the Lakewood Gardens Park; and,

WHEREAS, Clay County, Florida, through its competitive selection process awarded a contract for Various Equipment and Amenities for Parks and Playgrounds (RFP # 18/19-2) (hereafter, "Clay County Contract") to the VENDOR which included substantially the services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for purchase of a new picnic pavilion in Lakewood Gardens Park based on the pricing and terms and conditions of the Clay County Contract; and,

WHEREAS, the VILLAGE desires to accept VENDOR's pricing by piggy-backing the Clay County Contract including all terms, conditions and pricing therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Clay County Contract. The Clay County Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the School Board under the Clay County Contract and all associated and applicable Contract Documents as defined therein.
3. VENDOR's Proposal. In accordance with the terms and conditions in the Clay County Contract and pricing therein, the VENDOR shall provide for the purchase of a picnic pavilion in Lakewood Gardens Park as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the terms of the Clay County Contract.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Clay County Contract (including all Contract Documents as defined therein).

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

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The Clay County Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation stated in the VENDOR's proposal to the VILLAGE and shall be based on the unit prices found in the Clay County Contract, which shall be considered the "Contract price". VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Payments made to VENDOR shall not be in excess of the amount provided in an approved budget of the VILLAGE.

6. Miscellaneous Provisions.

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

hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date and Term: The effective date of this Contract is the date the Contract is approved by the Village Council. The term shall be the same as the current Clay County Contract. Any renewals shall be based on the renewal of the Clay County Contract.

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

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

B. Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.
- D. Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
 - 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
 - 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
 - 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.
-

7. Indemnity and Warranty.

Shall be as set forth in the Clay County Contract.

8. Defaults; Termination of Agreement.

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

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR; or

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

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon thirty (30) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination and any other amounts due and owing to VENDOR at the time of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

9. Public Entity Crimes.

VENDOR 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. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Contract Documents if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. Fiscal Non-funding.

In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The VENDOR will be paid for all services rendered through the date of termination.

11. Scrutinized Companies.

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the VENDOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the VENDOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by the VENDOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

12. E-Verify.

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

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

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

D. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

E. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

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

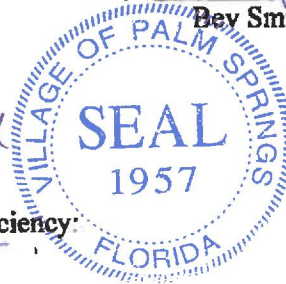
VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

Bey Smith
Bey Smith, Mayor

ATTEST

Kimberly Wynn
Kimberly Wynn, Village Clerk



~~Approved as to form and legal sufficiency:~~

Glen J. Torcivia
Glen J. Torcivia, Village Attorney

[Signatures continue on next page]

VENDOR:

ADVANCED RECREATIONAL CONCEPTS, INC.

By: [Signature]

Print Name: Paul Bickham

Title: Manager

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF DeSoto)

The foregoing instrument was acknowledged before me this 27 day of April, ²⁰²¹~~2019~~
by Paul Bickham, as Manager of Advanced Recreational Concepts,
LLC., a corporation authorized to do business in the State of Florida, and who is personally
known to me or who has produced the following Driver license as
identification.

Notary Public



[Signature]
Print Name: Tamara L. Ortiz
My commission expires: 9/25/22



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Public Works

ITEM #13: Resolution No. 2023-09 - Community Development Block Grant (CDBG) - FY 2024 Annual Project - Lakewood Road Street Lights

SUMMARY: This is the 9th year that the Village of Palm Springs is an "Entitlement City" with a delineated Community Development Block Grant (CDBG) Target Area in the Palm Beach County 5-Year Consolidated Plan. Our proposed CDBG allocation for FY23/24 is estimated to be approximately \$120,818.

Under Housing and Urban Development (HUD) and CDBG requirements, the Village must submit a project to be included within the County's Annual CDBG Work Plan that meets the following requirements:

- Benefits low and moderate-income persons
- Include public facilities/improvements (such as lighting) that alleviate conditions that pose a threat to the community, and/or
- Aid in the elimination of blight

Therefore, the staff is proposing funding for the installation of new street lights along Lakewood Road (between Military Trail and Kirk Road) utilizing the Village's projected FY 2024 CDBG funding allocation. There are currently six (6) street lights along the north side of Lakewood Road within the proposed project area. The proposed CDBG project includes the purchase and installation of seventeen (17) decorative street lights along the south side of Lakewood Road.

This is envisioned as "Phase 1" of a comprehensive street light program that not only includes the balance of Lakewood Road, to the east of Kirk Road, but the Village at large.

The proposed FY 2023-2024 Community Development Block Grant (CDBG) Program application is to install street lights in the "South Village", which is within the Village's CDBG Target Area. Specifically, seventeen (17) street lights are proposed along Lakewood between Military Trail and Kirk Road. This project is envisioned as Phase 1 of a comprehensive street light program for the Village.

Note: This project is expected to be presented to the Council for consideration as the Village's annual CDBG project over the next two (2) to three (3) CDBG funding cycles (provided CDBG funding is available by the federal government) to support the expected construction and installation costs associated with a Village-wide street light program. Additional requests for funding (i.e., General Fund) may be required depending on the construction (competitive) pricing that is received by vendors to complete this project.

The FY 2023/2024 CDBG allocation that the Village expects to be approved by PBC is approximately \$120,818 and will get reimbursed to the Village - the remaining FY 2024 project budget funding will be supported utilizing other grant funding [i.e., Florida Department of Economic Opportunity (DEO)], and /or Village General Fund allocation.

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

If approved, project bidding and selection are expected to be complete by the end of January 2024 with installation expected to begin by Spring 2024 with expected completion by July 2024.

The Planning & Zoning Board will consider the proposed project during their March 14, 2023 meeting for further public consideration (and assumed support).

The proposed project application was prepared by the Assistant Village Manager and reviewed by the Assistant Public Works Director.

FISCAL IMPACT:

The proposed FY24 CDBG allocation for the Village is estimated to be \$120,818 and is requested to be approved to support the addition of street lights along Lakewood Road, within the Village's CDBG Target Area. Additional Village funding will be included in the FY24 Budget (\$358,482) with a Village General Fund allocation.

Estimated FY 2024 CDBG Allocation	\$120,818
Anticipated Proposed FY 2024 Village General Fund Allocation	\$358,482
Proposed Project Funding	\$479,300

Estimated Engineering Services Cost	\$ 45,000
Estimated Equipment (Poles and Fixtures) Costs	\$ 85,000
Estimated Installation Cost - Street Lights (Military Trail to Kirk Road)	\$349,300
Total Preliminary Project Budget	\$479,300

ATTACHMENTS:

1. Proposed Resolution No. 2023-09 - CDBG for Lakewood Road Street Lights
2. FY24 CDBG Allocation Funding Notification
3. CDBG Target Area Map

4. FY 24 Palm Springs CDBG Application
5. Conceptual Lighting Plan

RESOLUTION NO. 2023-09

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR INSTALLATION OF SEVENTEEN (17) DECORATIVE STREET LIGHTS ALONG LAKEWOOD ROAD (BETWEEN MILITARY TRAIL AND KIRK ROAD) VILLAGE'S PROPOSED DECORATIVE STREET; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Village has determined that it is in the best interest of the community to install seventeen (17) decorative streetlights along Lakewood Road (Between Military Trail and Kirk Road) ("Project") with the Village's projected FY 2024 CDBG funding allocation; and

WHEREAS, the project is envisioned as Phase 1 of a comprehensive street light program for the Village the "South Village", which is within the Village's CDBG Target Area; and

WHEREAS, the FY 2023/2024 CDBG allocation that the Village expects to be approved by PBC is approximately \$120,818 and will get reimbursed to the Village - the remaining FY 2024 project budget funding will be supported utilizing other grant funding [i.e., Florida Department of Economic Opportunity (DEO)], and /or Village General Fund allocation; and

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

- 1) Benefits low and moderate-income persons
- 2) Include public facilities/improvements (such as lighting) that alleviate conditions that pose a threat to the community, and/or
- 3) Aid in the elimination of blight

WHEREAS, there are currently six (6) streetlights along the north side of Lakewood Road within the proposed project area. The proposed CDBG project includes the purchase and installation of seventeen (17) decorative streetlights along the south side of Lakewood Road.

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

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

Section 2. The Village Council hereby authorizes and directs the Village Manager to submit a grant application to the Palm Beach County Housing and Community Development in the estimated amount \$120,818 for the Fiscal Year 2023/2024 Community Development Block Grant (CDBG) funds allocation.

Section 3. For the next two to three (3) CDBG funding cycles, this project will be proposed to the Council for consideration as the Village's annual CDBG project (provided that the federal government provides funding) to cover the expected cost of construction and installation of a Village-wide street light program.

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

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

Resolution No. 2023-09 CDBG "South Village" Decorative Street Lights

the vote was as follows:

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

The Mayor thereupon declared the Resolution duly passed and adopted this
_____ day of March 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY



**Department of
Housing & Economic
Development**

Strategic Planning Division
100 Australian Avenue - Suite 500
West Palm Beach, FL 33406
(561) 233-3600
www.pbcgov.com/hed

**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

February 1, 2023

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

RE: Fiscal Year (FY) 2023-2024 Community Development Block
Grant (CDBG) Program

Dear Mr. Bornstein:

The Department of Housing and Economic Development (DHED) has commenced preparation of the FY 2023-2024 Action Plan and anticipates providing continued CDBG support to the Village of Palm Springs. Accordingly, please complete and return the attached funding application to DHED no later than **March 8, 2023**, via email to hed-submit@pbcgov.org, or hard copy to DHED, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.

The County allocates CDBG funds to municipalities on a formula basis. The U.S. Department of Housing and Urban Development has not yet advised of the amount of the County's FY 2023-2024 CDBG grant. Therefore, for purposes of your application, the amount of CDBG funds requested should be the same as allocated during FY 2022-2023 (\$120,818). If your application is approved for funding, the award will be based on your FY 2023-2024 CDBG formula amount.

The Board of County Commissioners (BCC) will discuss CDBG funding strategies at a public workshop tentatively scheduled for April 25, 2023. Contingent on BCC direction, proposed CDBG allocations will be included in the FY 2023-2024 Action Plan and presented to the BCC for approval in July 2023.

If you have any questions, please contact Carlos Serrano, Director of Strategic Planning and Operations at (561) 233-3608 or cserrano@pbcgov.org.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan B. Brown".

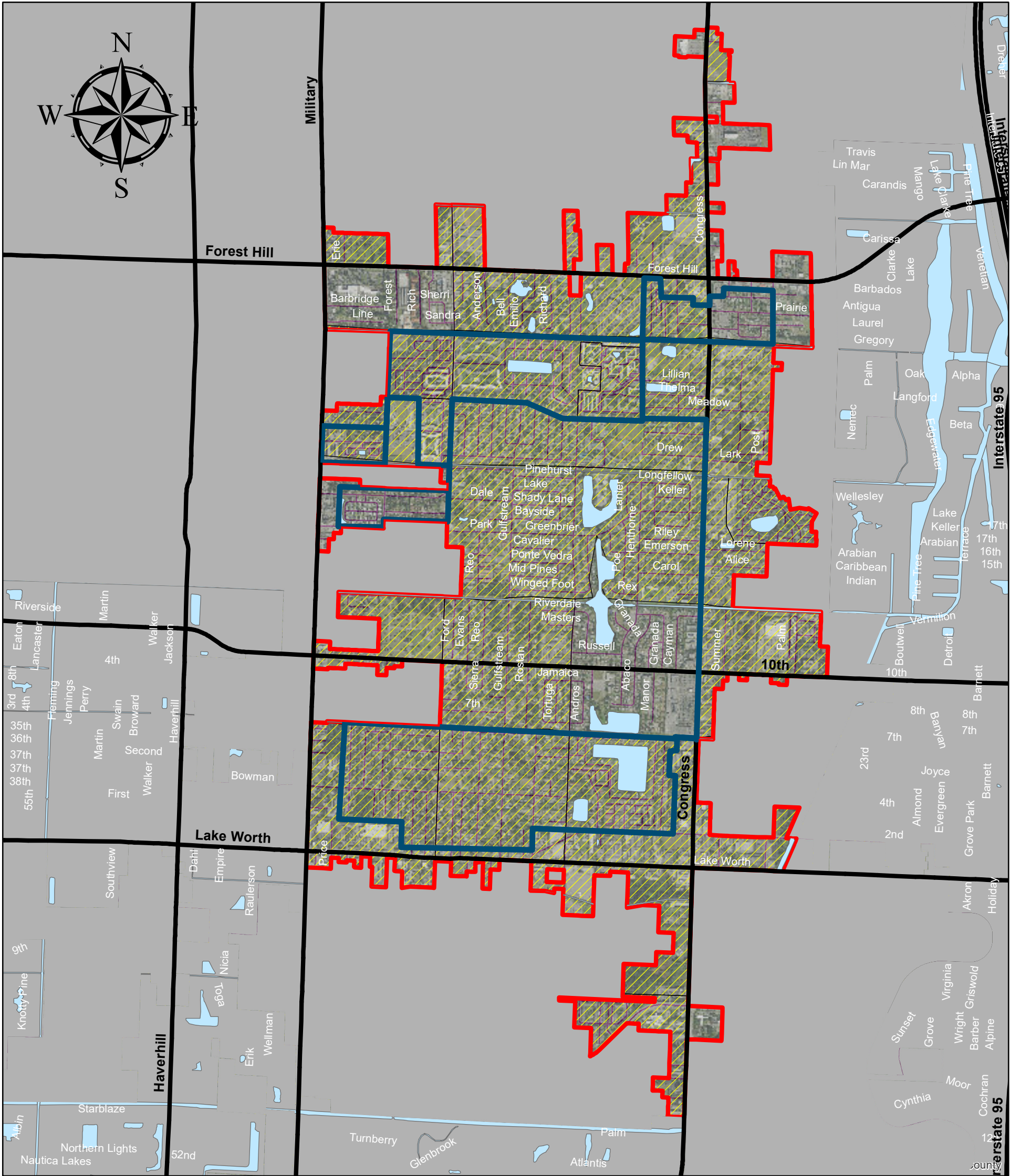
Jonathan B. Brown, Director
Department of Housing and Economic Development

Attachment

cc: Kimberly Glas-Castro, Asst. Village Mgr., Palm Springs
Sherry Howard, Deputy Director, DHED
Carlos Serrano, SPO Director, DHED



Palm Beach County
Community Development Block Grant Program
Village of Palm Springs
Low/Moderate Income Block Groups



0 0.475 0.95 1.9 2.85 3.8 Miles

Legend

- CDBG Eligible
- Existing CDBG Target Area
- Municipal Boundaries

- Water Bodies
- Major Roads



Source: 2011-2015 American Community Survey (Low/Mod Income)

Prepared by PBC Department of Housing and Economic Sustainability - October 2019

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FUNDING APPLICATION FOR MUNICIPALITIES

FY 2023-2024



Jonathan B. Brown, Director
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT. PLEASE CONTACT HOUSING AND ECONOMIC DEVELOPMENT AT (561) 233-3623 or msklar@pbcgov.org.

**DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FUNDING APPLICATION FY 2023-2024**

Palm Beach County's Department of Housing and Economic Development (DHED) is accepting applications from eligible government entities seeking funding for infrastructure, public facilities, and code enforcement activities as detailed herein.

APPLICATION INFORMATION

The CDBG Application Packet is available in hard copy and electronic format. Hard copies of the application are available for pick-up at DHED, which is located at 100 Australian Avenue, Suite 500, West Palm Beach, Monday through Friday, from 8:00am to 5:00pm. For an electronic version of the application, please call (561) 233-3623, or email msklar@pbcgov.org.

SUBMITTAL FORMAT

The application must be submitted electronically in pdf file format via email to hed-submit@pbcgov.org. Unsigned applications will not be considered. Additionally, please submit one original hard copy of the completed application to DHED, Strategic Planning Division, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406. Submission is final and all documentation must be provided at the time of submission.

DEADLINE DATE

Completed applications must be received by DHED Strategic Planning Division no later than March 8, 2023.

ELIGIBLE APPLICANTS

Eligible Applicants are limited to: Municipalities with a CDBG Target Area (see below); and Community Redevelopment Agencies (CRAs) located in eligible municipalities.

Eligible Municipalities

- Belle Glade, City of
- Greenacres, City of
- Lake Park, Town of
- Lake Worth, City of
- Lantana, Town of
- Mangonia Park, Town of
- Pahokee, City of
- Palm Springs, Village of
- Riviera Beach, City of
- South Bay, City of

Application Approval: Applications from municipalities and municipal CRAs must be prioritized by the municipality.

MAXIMUM AMOUNT OF FUNDS / NUMBER OF APPLICATIONS

Municipal applicants should make one (1) funding application in an amount not to exceed its most recent municipal CDBG formula allocation. After HUD announces the actual FY 2023-2024 CDBG allocation to Palm Beach County, the local municipal allocations will be adjusted accordingly.

PROGRAM REQUIREMENTS

Eligible Capital Projects are limited to CDBG-eligible infrastructure and public facility improvements, including but not limited to: roadway and drainage improvements; potable water and sanitary sewer improvements; sidewalks; parks and recreational facilities; ADA improvements; community centers; and publicly owned facilities serving populations with special needs. Municipal code enforcement activities serving an existing CDBG target area are also eligible for funding.

Eligible Costs are limited to eligible project design and construction costs, including costs of architectural & engineering work, payments through construction contract, and costs of permits and construction-related fees. Eligible code enforcement costs are limited to costs directly associated with the conduct of code enforcement including staff salaries/FICA/benefits and related code enforcement program operating costs.

Ineligible Projects include, but are not limited to: public service projects; economic development activities; demolition (unless part of an eligible infrastructure or public facility project); and all projects impacting HUD's twenty percent (20%) Planning and Administrative cap. Buildings used for the general conduct of government are ineligible for funding (government offices, police/fire stations, etc.)

DHED has the sole and absolute authority to determine project and cost eligibility.

CDBG National Objective: Eligible projects must serve the CDBG National Objective of benefitting low and moderate income persons per 24 CFR 570.208(a).

No Supplanting of Funds: By signature of this application, the applicant certifies that the CDBG funds, if awarded, will not supplant non-federal funds budgeted for the project.

No Displacement: Projects which will cause the displacement of persons or businesses are not eligible for CDBG funding through this process.

MISCELLANEOUS

- CDBG funds are provided on a reimbursement basis. Funds cannot be used to reimburse for costs incurred prior to the October 1st start of the program year or prior to the execution of a grant agreement with the County.
- CDBG-funded goods and services must be obtained in accordance with Federal procurement requirements.

- All CDBG-funded activities are subject to an environmental review which will be undertaken by DHED. CDBG funds cannot be expended prior to addressing all environmental concerns.
- All funded projects are required to comply with federal, state, and local statutes, regulations, and other applicable requirements, including but not limited to: Section 3 of the Housing and Community Development Act, concerning employment and contracting opportunities; the Davis-Bacon Act, concerning payment of prevailing wage rates in construction projects; Asbestos and Lead-Based Paint requirements; and General Liability, automobile, and Worker's Compensation Insurance requirements.
- Federally-assisted projects involving real property acquisition must comply with the Uniform Relocation and Real Property Acquisition Policies Act (URA).
- Special assessments to recover the cost of capital improvements assisted with CDBG funds may not be levied against low- and moderate-income property owners.
- Fees charged for the use of facilities assisted with CDBG funds may not prohibit participation by low- and moderate income persons.

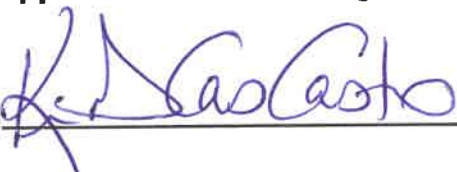
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FUNDING APPLICATION FY 2023-2024

To request technical assistance call (561) 233-3623 or email msklar@pbcgov.org.

I. APPLICANT INFORMATION

Municipality:	Village of Palm Springs
Contact Person:	Tim Crespo
Title:	Assistant Public Works Director
Address:	226 Cypress Lane
City; State; Zip Code:	Palm Springs, FL 33461
Phone Number:	(561) 584-8200 ext. 8952
E-mail Address:	tcrespo@vpsfl.org
Name of Person Signing:	Michael Bornstein
Title of Person Signing:	Village Manager

Municipal applications must be signed by the City Manager or designee.

Signature:  Date: 3-2-23

II. PROJECT INFORMATION

a. Project Description

1. Name of Project:

Lakewood Road Street Lighting – Phase 1

2. Project Description:

- a) Provide a detailed description of the work to be undertaken, including the current status of planning and design:

Install new street lights along Lakewood Road between Kirk Road and Military Trail (south side of roadway) to improve lighting levels along the corridor to increase visibility and driver awareness, as well as reduce risks and criminal activities in the neighborhood.

The Village is undertaking a comprehensive street light program, which will be phased over many years. The proposed project is Phase 1 along Lakewood Road. It was selected due to residents' concerns about lack of adequate lighting.

The Village Council will select the style of pole and light fixture to use throughout the community to improve aesthetics and enhance placemaking.

A lighting vendor is assisting the Village, and has prepared a concept plan for Phase 1. Design and selection of the asset will be completed over the summer.

- b) For projects serving all persons in a geographic area, identify the general bounds of the project service area:

The proposed lighting project will serve all Village residents who travel Lakewood Road, however, it will provide immediate impact to those living along the road.

- c) For projects serving a certain group(s) of users or a specific limited population(s), identify the user group(s)/population(s) and the unduplicated number of persons to be served:

The proposed street lights will most directly benefit the residents living along and off of Lakewood Road, within Census Tract 46.02

3. Project Location

- a) Project Address:

Lakewood Road right-of-way, between Military Trail and Kirk Road, which is under Village control.

- b) Property Control Number(s):

n/a

Attach street map and plat map

4. Project Specific Information (N/A for code enforcement)

- a) Identify owner of property. If applicant is not owner, explain:
Village of Palm Springs (transferred via PBC R2014-1983)
- b) Identify zoning and land use designations of project site.
The abutting properties have Residential Medium Density future land use and Multi-Family zoning.
- c) Describe status of project design, and if available, attach preliminary design.
The proposed project includes installation of 17 street light poles and the extension of electrical service to these new poles. A preliminary design has been prepared for this Phase 1 project.

III. PROJECT JUSTIFICATION

Describe the need for proposed project and how the project will address the identified need(s):

Residents in the area have expressed concern about low lighting levels or lack of street lighting in the area. Due to these concerns, the proposed project was selected as Phase 1, and the balance of Lakewood Road will receive similar street lighting next year.
The proposed street lighting project will improve lighting levels along the corridor to increase visibility and driver awareness of pedestrians/cyclists, as well as reduce risks and criminal activities in the neighborhood.

IV. PROJECT IMPLEMENTATION

a. Project Implementation

1. Explain in detail how the agency (and who specifically) will implement the project:

The Village of Palm Springs will issue an Invitation to Bid under the direction of Assistant Public Works Director Tim Crespo for a contractor to install the selected poles/fixtures and extend electric service. It is anticipated that the selected poles/fixtures will be obtained through Sole Source direct purchase by the Village.

2. Attach an implementation schedule that lists the following:
- Tasks to be undertaken;
 - Dates for initiation and completion of each task; and
 - Dates for start and completion of expenditure of CDBG funds.

Include any pertinent comments/information to support feasibility of the proposed schedule.

V. PROJECT BUDGET

CDBG funds shall not supplant non-federal funds budgeted for the project.

a. Budget

1. Total Project Cost:

2. CDBG Funds Requested:

3. **Attach an itemized project budget** that includes all sources and uses of funds and identifies proposed uses of CDBG funds.

4. Provide details as to non-CDBG source funding timing and availability and **attach supporting documentation**, if available:

The Village will supplement CDBG funds with general fund revenues, as approved by the Village Council (see description in Executive Brief for Resolution 2023-09).

5. **Attach a construction cost estimate** for the project from an engineer, registered architect, licensed contractor, or other qualified party. (N/A for code enforcement)

6. Will fees be charged for the use of the facility? (N/A for code enforcement)
If yes, provide details on the nature and amount of the fees:

No

7. Is the facility leased, or anticipated to be leased, by users other than the applicant? (N/A for code enforcement) If yes, identify users and lease arrangements:

No

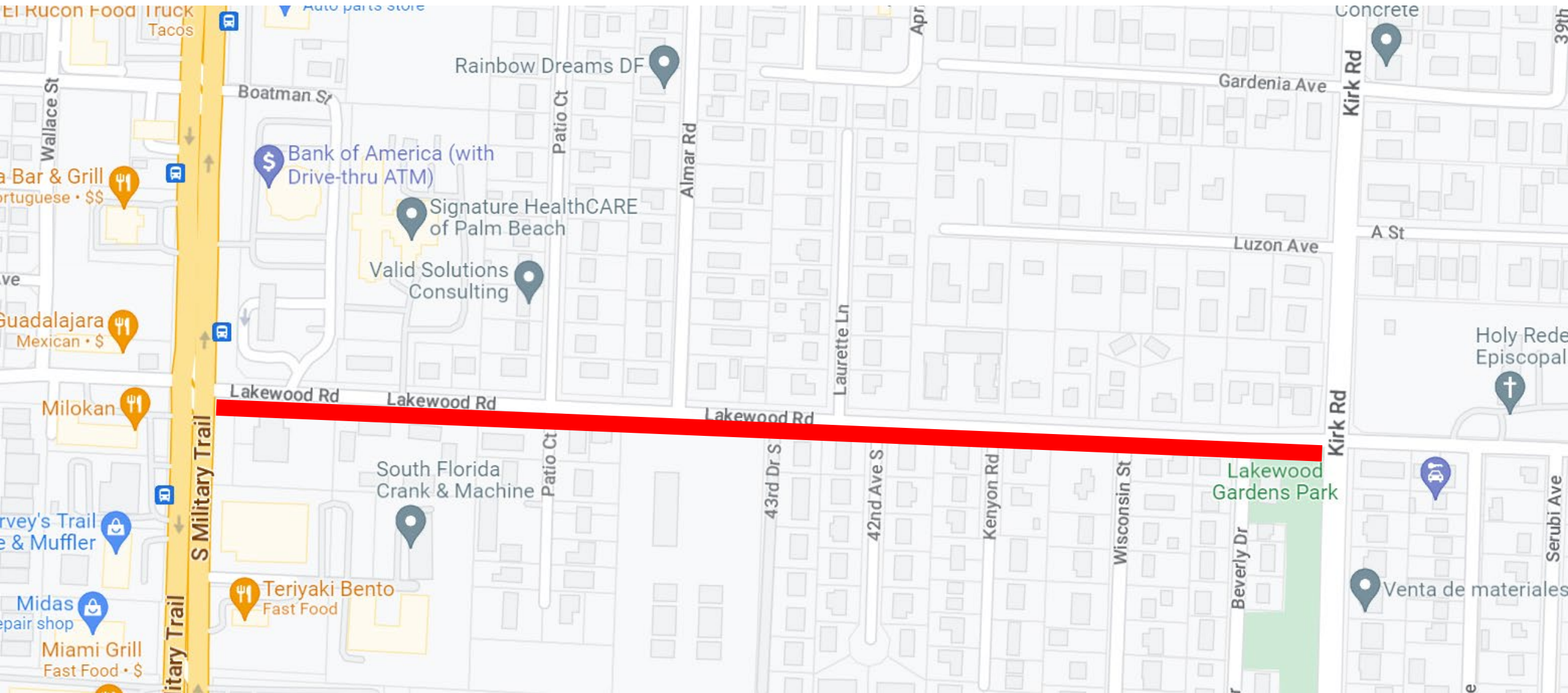
8. Will assessments be levied on real property to recover project capital costs? (N/A for code enforcement) If yes, explain:

No

VI. REQUIRED ATTACHMENTS

<u>Document</u>	<u>Attached</u>
1. Street map showing location of project	X
2. Plat Map of project site	X
3. Project preliminary design	X
4. Project Schedule	X
5. Project Budget	X
6. Documentation of availability of non-CDBG funds	X
7. Construction cost estimate	X

THE STRATEGIC PLANNING DIVISION WILL PROVIDE TECHNICAL ASSISTANCE, IF NEEDED. IF YOU HAVE ANY QUESTIONS REGARDING THIS APPLICATION, PLEASE CONTACT THE SECTION AT (561) 233-3623 OR EMAIL msklar@pbcgov.org.

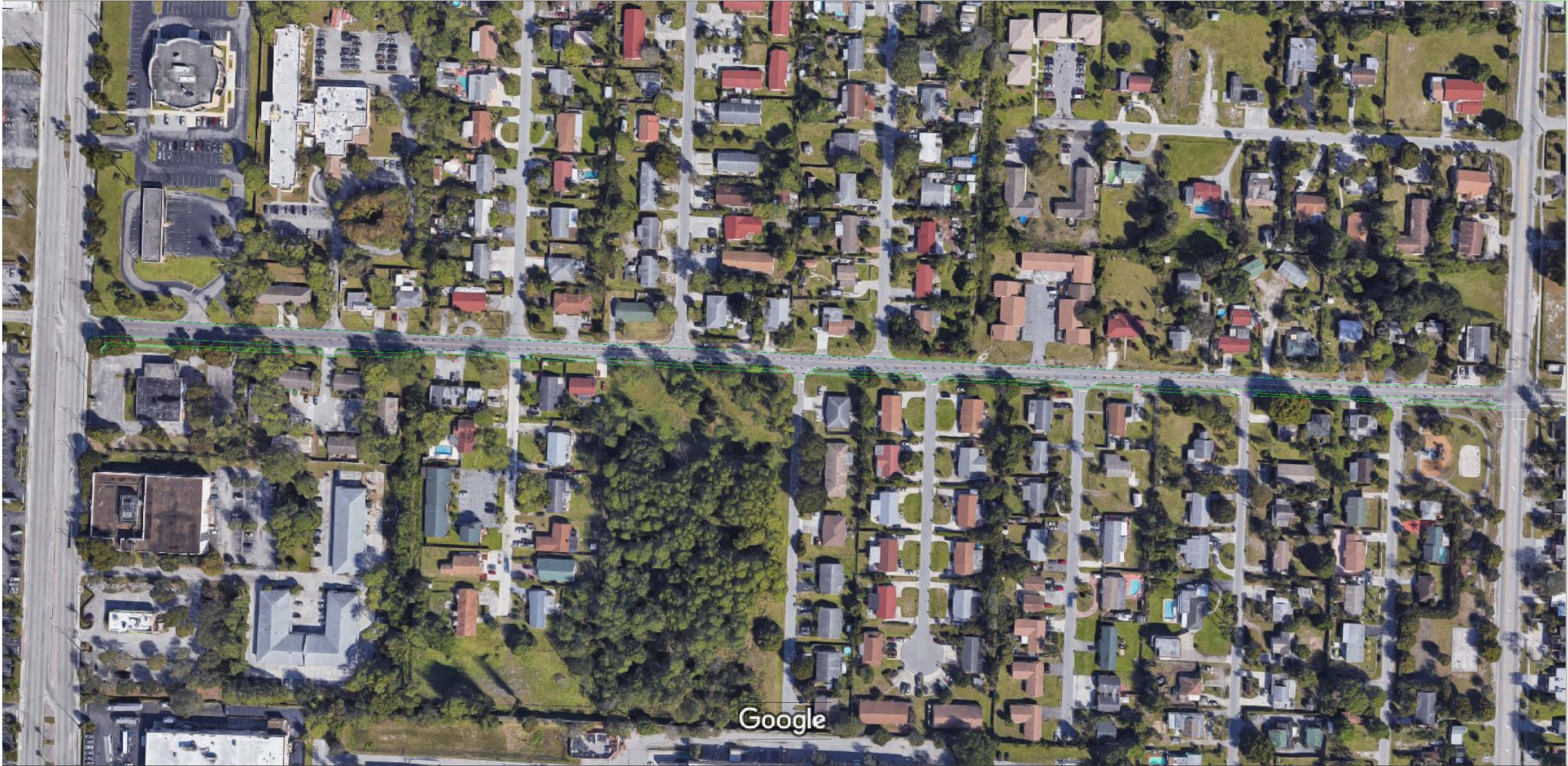


Project Location

PROJECT INFORMATION									
PROJECT NAME: [REDACTED]									
DATE	BY	APP	REV	DESCRIPTION	DATE	BY	APP	REV	DESCRIPTION
10/1/2023	[REDACTED]		1	INITIAL DESIGN	10/1/2023	[REDACTED]		1	INITIAL DESIGN

PROPERTY INFORMATION									
PROPERTY ADDRESS: [REDACTED]									
LOT	AREA	PERMITS	STATUS	DATE	BY	APP	REV	DESCRIPTION	DATE
10/1/2023	[REDACTED]		1	INITIAL DESIGN	10/1/2023	[REDACTED]		1	INITIAL DESIGN

Project Preliminary Design



Lakewood Road Street Lights (Phase 1)

Project Schedule

2023:

October 2 Finalize shop drawings for pole placement and extension of electrical service

November 3 Issue RFP for Installation of Street Lights
(pole installation, electric service extension and connection, fixture assembly)

November 3 Order Ameron poles/fixtures as Sole Source provider

2024:

March 14 Village Council award of bid for installation contractor

April 17 Receive lighting materials (24 weeks from order)

April 29 Issue Notice to Proceed

July 12 Substantial completion of installation and activation of street lights



**LAKEWOOD ROAD STREETLIGHTS
PHASE 1
PRELIMINARY BUDGET**

Engineering	\$ 45,000
Preparation of Permit Documents	
Assets	\$ 85,000
Direct Purchase of 17 Decorative Poles and Fixtures	
Installation	\$349,300
Extension of Electrical Service (boring/conduit)	
Poles	
Wiring	
ROW Restoration	

Total Budget: \$479,300

CDBG Funds: \$120,818

VPS Funds (general fund): \$358,482



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Public Works

ITEM #11: Resolution No. 2023-09 - Community Development Block Grant (CDBG) - FY 2024 Annual Project - Lakewood Road Street Lights

SUMMARY: This is the 9th year that the Village of Palm Springs is an "Entitlement City" with a delineated Community Development Block Grant (CDBG) Target Area in the Palm Beach County 5-Year Consolidated Plan. Our proposed CDBG allocation for FY 2023/2024 is estimated to be approximately \$120,818.

Under Housing and Urban Development (HUD) and CDBG requirements, the Village must submit a project to be included within the County's Annual CDBG Work Plan that meets the following requirements:

- Benefits low and moderate-income persons
- Include public facilities/improvements (such as lighting) that alleviate conditions that pose a threat to the community, and/or
- Aid in the elimination of blight

Therefore, the staff is proposing funding for the installation of new street lights along Lakewood Road (between Military Trail and Kirk Road) utilizing the Village's projected FY 2024 CDBG funding allocation. There are currently six (6) street lights along the north side of Lakewood Road within the proposed project area. The proposed CDBG project includes the purchase and installation of seventeen (17) decorative street lights along the south side of Lakewood Road.

This is envisioned as "Phase 1" of a comprehensive street light program that not only includes the balance of Lakewood Road, to the east of Kirk Road, but the Village at large.

The proposed FY 2023-2024 Community Development Block Grant (CDBG) Program application is to install street lights in the "South Village", which is within the Village's CDBG Target Area. Specifically, seventeen (17) street lights are proposed along Lakewood between Military Trail and Kirk Road. This project is envisioned as Phase 1 of a comprehensive street light program for the Village.

Note: This project is expected to be presented to the Council for consideration as the Village's annual CDBG project over the next two (2) to three (3) CDBG funding cycles (provided CDBG funding is available by the federal government) to support the expected construction and installation costs associated with a Village-wide street light program. Additional requests for funding (i.e., General Fund) may be required depending on the construction (competitive) pricing that is received by vendors to complete this project.

The FY 2023/2024 CDBG allocation that the Village expects to be approved by PBC is approximately \$120,818 and will get reimbursed to the Village - the remaining FY 2024 project budget funding will be supported utilizing other grant funding [i.e., Florida Department of Economic Opportunity (DEO)], and /or Village General Fund allocation.

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

If approved, project bidding and selection are expected to be complete by the end of January 2024 with installation expected to begin by Spring 2024 with expected completion by July 2024.

The Planning & Zoning Board will consider the proposed project during their March 14, 2023 meeting for further public consideration (and assumed support).

The proposed project application was prepared by the Assistant Village Manager and reviewed by the Assistant Public Works Director.

FISCAL IMPACT:

The proposed FY 2024 CDBG allocation for the Village is estimated to be \$120,818 and is requested to be approved to support the addition of street lights along Lakewood Road, within the Village's CDBG Target Area. Additional Village funding will be included in the FY 2024 budget (\$358,482) with a Village General Fund allocation.

Estimated FY 2024 CDBG Allocation	\$120,818
Anticipated Proposed FY 2024 Village General Fund Allocation	\$358,482
Proposed Project Funding	\$479,300

Estimated Engineering Services Cost	\$ 45,000
Estimated Equipment (Poles and Fixtures) Costs	\$ 85,000
Estimated Installation Cost - Street Lights (Military Trail to Kirk Road)	\$349,300
Total Preliminary Project Budget	\$479,300

ATTACHMENTS:

1. Proposed Resolution No. 2023-09 - CDBG for Lakewood Road Street Lights
2. FY 2024 CDBG Allocation Funding Notification
3. CDBG Target Area Map
4. NEED FY 2024 Palm Springs CDBG Application
5. Conceptual Lighting Plan

LAKEWOOD RD LIGHTING VILLAGE OF PALM SPRINGS (BUDGET)

Hypower Inc.



5913 NW. 31st. Avenue

Fort Lauderdale, Florida 33309

Contact: Carlos Mora

Phone: 954-448-0369

Email: cmora@hypowerinc.com

Submitted To: Village of Palm Springs
Kimberly Glas-Castro
Assistant Village Manager

Plansdate: 02/23/23

Email: kglas-castro@vpsfl.org

Revision/Date: N/A

Phone: 561-584-8200 (8412)

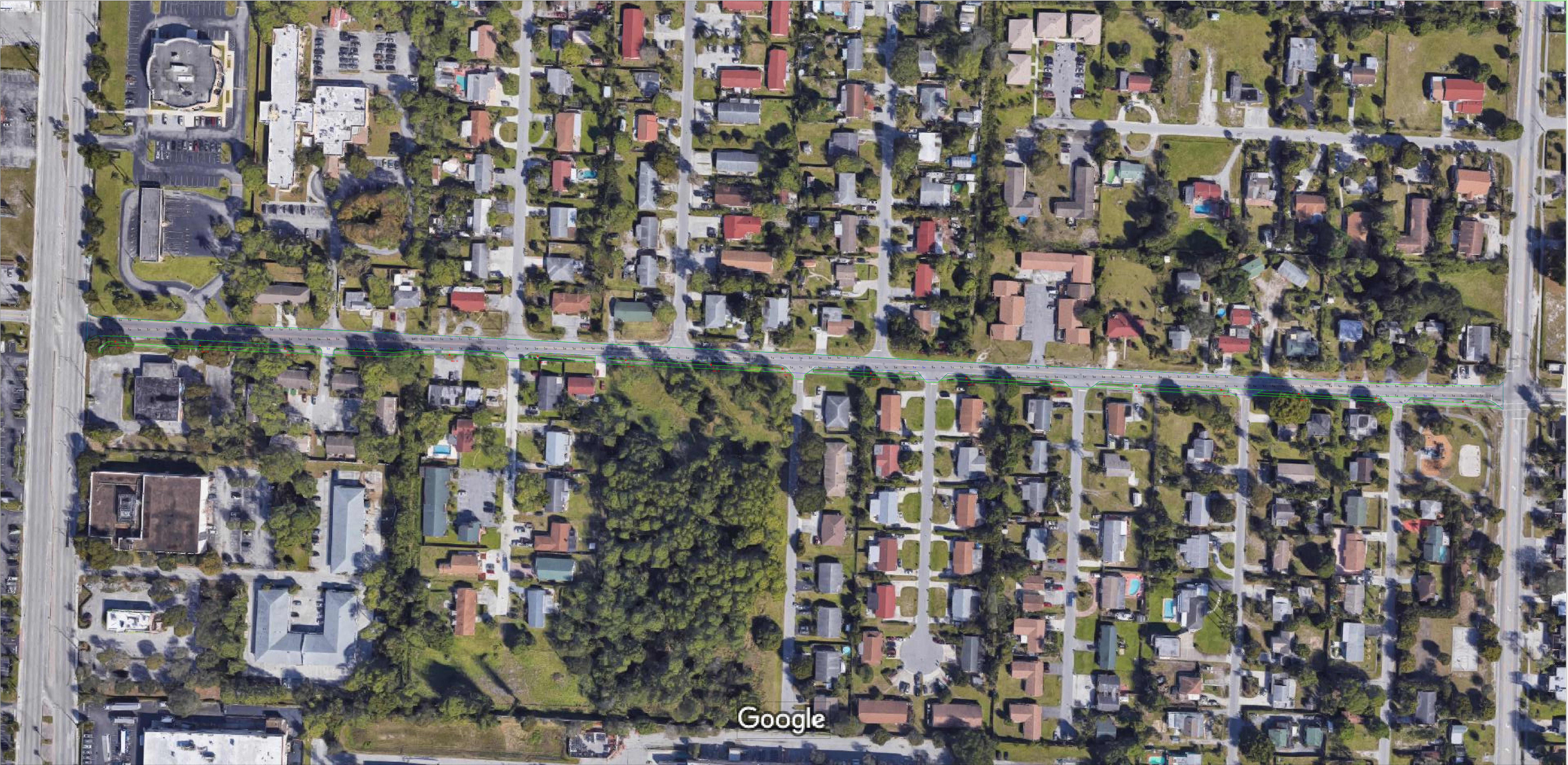
ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
100	LAYOUT & AS-BUILTS	1.00	LS		
200	LOCATES	1.00	LS		
300	MOT	1.00	LS		
400	HDD FOR SERVICE & CONC. PAD	2.00	EA		
500	F & I HDD 2-IN HDPE CONDUIT	2,500.00	LF		
600	F & I HD STREET LIGHTING PULL BOX	17.00	EA		
700	INSTALL (OWNER FURNISHED) 20/LF POLES	17.00	EA		
800	F & I WIRING FOR 17 LIGHT POLES	1.00	LS		
900	RESTORATION	1.00	LS		
GRAND TOTAL					349,300.12

NOTES:

1. The above budget price is based on information provided via emails 02/23/23 - 02/27/23 from Ms. Kimberly Glas-Castro.
2. Permits not included.
3. Bonding not included.
4. Electrical services not included.
5. Light poles and fixtures to be provided by owner delivered to the job site.

SCHEDULE SUMMARY						
Project: LANDSCAPE ROADWAY IMPROVEMENT TO HWY 90 (2023)						
Item	Qty	Unit	DESCRIPTION	Est. Cost (USD)	Est. Cost (USD)	Total Cost
1	1	EA	LANDSCAPE ROADWAY IMPROVEMENT TO HWY 90 (2023)	100	100	100

SCHEDULE SUMMARY						
Project: LANDSCAPE ROADWAY IMPROVEMENT TO HWY 90 (2023)						
Item	Qty	Unit	DESCRIPTION	Est. Cost (USD)	Est. Cost (USD)	Total Cost
1	1	EA	LANDSCAPE ROADWAY IMPROVEMENT TO HWY 90 (2023)	100	100	100





Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Utilities

ITEM #14: Equipment Purchase - Cooperative Purchase - Utilities Department (FY 2023 Budget Funded)

SUMMARY: The Utilities Staff recommends utilizing cooperative purchasing of the current Sheriff's Association & Florida Association of Counties contract awarding one (1) Vac-Con VecJet to ensure the lowest price possible. During the month of October 2020, the Sheriff's Association & Florida Association of Counties completed a competitive selection process for heavy equipment (Bid No. FSA20-EQU18.0). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2023 Budget, the Village Council approved the purchase of one (1) new jet machine (Vac-Con VecJet) for \$75,000.00. However, the Utilities Department obtained a bid for \$85,306.00 from the County Sheriffs' Association and Florida Association of Counties. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the additional \$10,306.00 at a later date.

If approved, the Village would accept Southern Sewer's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

In accordance with Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this purchasing code. The Council must approve all Village purchases from a cooperative purchasing agreement which is anticipated to have a total value of more than \$35,000.00.

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the equipment purchase proposal.

The vendor has previously provided quality products and services to the Village.

FISCAL IMPACT:

Funds to support this proposed equipment purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Southern Sewer Equipment Sales - Quote

2. Coop Purchasing Program FSA20-EQU18.0
3. Bid Award - FSA20EQU18 Sewer #362 VecJet
4. Price Adjustment Item #362 Vac-Con VecJet Options

Southern Sewer Equipment Sales

800-782-4134



SouthernSewer.com



772-595-6940

Mr. Mike Wood
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Via email: MWood@vpsfl.org
Copy: Mr. Lazaro Farrey, email: LFarrey@vpsfl.org
Mr. Russ Whitaker, email: RWhitaker@vpsfl.org

February 13, 2023

Dear Mr. Wood:

Southern Sewer Equipment Sales is pleased to announce the opportunity for the Village of Palm Springs to purchase a new Vac-Con VecJet trailer from the Florida Sheriff's Contract Number FSA20-EQU18.0, Specification #362.

The base model on Specification #362 includes the following items:

Vac-Con VecJet Model VJ750

65 HP Diesel Engine
Engine Enclosure
Engine Water Cooled
16 Gallon Fuel Tank
4,000 PSI @ 18 GPM Water Pump - Triplex
750 Gallon Water Tank – High Density Polyethylene
Hose Reel Capacity 800'
500' of 1/2" Hose
Pressure Relief Valve
Key Switch
Electric Throttle
Tachometer, Hour Meter, Oil, Volts
Low Oil /High Temperature Shutdown
Hydraulic Hose Reel Feed & Retract
Hydraulic Pump 8 GPM
Hydraulic Tank 16 Gallon, Spin on Filter
Manual Hose Reel Swivel
Adjustable Water Flow Rate Valve
Water Tank Fill Level Gauge
Low water shut down

Doral



Fort Pierce



Orlando

Strobe Light & Aux 12V plug-in
Water Recirculation
Overhead Fill Pipe & 25' Hose
Anti-siphon
Air Purge Winterization
Tool Box
Work Light
1 15 Degree Nozzle
1 35 Degree Nozzle
1 Chisel Nozzle
1 Grenade Type Flushing Nozzle
1 Rotator Nozzle
Finned Nozzle Extension
Tiger tail & 10' Leader hose
2-5/16" Ball Hitch
2 – 7,000 lb. Axles
LED Arrow Stick
50' of 3/8" Auxiliary Hose, Reel & Gun
100' x 1/4" Hose, Reel, Nozzle
Water Baffles
Tongue Jack, Reflective Striping
DOT Approved Light Package
Breakaway Switch
Frame Construction 4" x 2" Tubular Steel

Base Bid Price: \$87,430.00

Published Options:

Downgrade to 375 Gallon Water Tank, Single Axle 7,000 lb. Trailer - <i>DEDUCT</i>	-\$4,100.00
Hose Footage Counter	\$1,071.00

Unpublished Options (includes 2% discount):

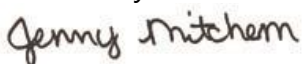
Rear Mounted LED Work Lights, Set of 2	\$688.00
Upgrade to Pintle Hitch	\$217.00

TOTAL PRICE FOR VECJET TRAILER: \$85,306.00

Final Model After Options: VJ375

We appreciate the opportunity to provide this equipment to the Village of Palm Springs. Please feel free to contact Anthony Lowe at (772) 834-8201, if we may be of any further assistance.

Sincerely,



Jenny Mitchem
Office Manager

BID AWARD

CONTRACT

FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:
October 1, 2020– September 30, 2023

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch`s Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC
35. Great Southern Equipment Co.
36. Green Thumb Palm Beach
37. Holland Pump Company
38. Humdinger Equipment, Ltd.
39. Jeffrey-Allen Inc.
40. JOBBERS EQUIPMENT WAREHOUSE INC
41. K&K Systems, Inc.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat`s Pump & Blower
55. Power & Pumps, Inc.
56. Rechtien International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales
75. Vetted Security Solutions
76. Warren Equipment Inc
77. Weedoo Greenboat, Inc.
78. Xylem Dewatering Solutions, Inc.
79. Zabatt Power Systems

Bid Award

Contract: FSA20-EQU18.0, Heavy Equipment

Group: SEWER CLEANER: Trailer Mounted Sewer Cleaner

Item: 362, Vac-Con, VecJet, VJ700

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Southern Sewer Equipment Sales	\$87,430.00	0.00%	Build	Options
Northern	Primary	Southern Sewer Equipment Sales	\$87,430.00	0.00%	Build	Options
Central	Primary	Southern Sewer Equipment Sales	\$87,430.00	0.00%	Build	Options
Southern	Primary	Southern Sewer Equipment Sales	\$87,430.00	0.00%	Build	Options

Item #362 Vac-Con VecJet Options

<u>Description</u>	<u>Option Price</u>
Downgrade to 375 Gallon Water Tank, Single Axle 7,000 lb. Trailer - DEDUCT	\$(4,100.00)
2,000 PSI @ 40 GPM Pump, 74 HP Engine, 500' x 3/4" Hose	\$ 5,155.00
3,000 PSI @ 30 GPM Pump, 74 HP Engine, 500' x 3/4" Hose	\$ 5,823.00
Wireless Remote	\$ 5,396.00
Hose Footage Counter	\$ 1,071.00



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Public Works

ITEM #15: Approve Greenbrier Drive and Davis Road Intersection Improvements (Task Order No. 314) - Work Authorization CM-S03 - Professional Engineering Services - Public Works Department (FY 2023 Budget - General Fund) - Chen Moore & Associates

SUMMARY: The Public Works Department request approval of Work Authorization CM-S03 with Chen Moore & Associates (Chen-Moore) for professional engineering services (i.e., design and bidding services) for Greenbrier Drive and Davis Road Intersection Improvement Project (Task Order No. 314). Greenbrier Drive and Davis Road Intersection have been identified for improvements that will enhance traffic and pedestrian safety as well as improve the aesthetic features and characteristics of the Village. The proposed improvements would be the initial project within the Village to provide additional vehicular and pedestrian safety opportunities within our residential community while also providing an opportunity to continue the Village's branding efforts.

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks to design the Greenbrier Drive and Davis Road Intersection Improvements project to be completed by Chen-Moore & Associates, the Village's contracted engineering firm. The tasks and associated costs for the professional engineering services to complete this project are as follows:

Work to be Completed	Total
Data Collection	\$11,360
Conceptual Design	\$12,570
90% Design	\$15,550
Reimbursable	\$ 800
TOTAL	\$40,280

Note: Phase 2 of the project will be added to the FY24 Budget for an amount of \$59,839 if approved.

Work to be Completed	Total
Data Collection	\$ 9,359
100% Design	\$16,220
Permitting	\$ 2,930

Bid and Award	\$ 6,240
Construction Services	\$25,090
TOTAL	\$59,839

The suggested design work is estimated to take about seven (7) months from the date the Work Authorization is authorized to Chen-Moore & Associates (August/September 2023). Construction is expected to begin in FY24.

The staff recommends approval of the proposed Work Authorization CM-S03 (Task Order No. 314) with Chen-Moore & Associates for an amount not-to-exceed \$40,280 for professional engineering services related to the Greenbrier Drive and Davis Road Intersection Improvements for FY 2023.

Chen-Moore & Associates prepared the proposed work authorization, which was reviewed by the Village Attorney, Assistant Public Works Director, Assistant Village Manager, and Finance Director.

FISCAL IMPACT:

Funding to support the proposed work authorization is available within the FY 23 Budget with an administrative transfer within Public Works. Next year, Phase 2 and construction will be added to the FY 24 Budget.

ATTACHMENTS:

1. Chen Moore Greenbrier Drive and Davis Road Improvement (Phase 1)- Signed
2. Chen Moore Greenbrier Drive and Davis Road Improvement (Phase 2) Signed
3. Project Request Form Greenbrier Dr & Davis Rd



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: January 27, 2023

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S03 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 314 G/L CODE: 01441-56300

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: _____

PROJECT TITLE: Greenbrier Drive and Davis Road Improvements- Phase 1

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs ("VILLAGE"), and Chen Moore and Associates ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

This proposal includes the design of roadway improvements at each of the intersections mentioned above. These improvements will consist of roadway grading, drainage, sidewalk, striping at the intersections, associated signage leading up to the intersection, landscape architecture and irrigation plans.

II. SCOPE OF SERVICES

This authorization includes professional services through a 90% design level. The following is a description of the services to be provided under this Task Order.

TASK 1 – DATA COLLECTION

Prior to engaging in detailed design, the CONSULTANT will perform field investigations of site conditions including detailed boundary and topographic survey, and subsurface utility engineering. The data collection task will also include an effort by the CONSULTANT to contact existing utility owners to determine the size and location of any potential utility conflicts. The CONSULTANT will also perform an initial site visit to examine existing conditions and determine potential conflicts.

For the boundary and topographic survey, the sub-consultant ENGENUITY will provide
WORK AUTHORIZATION NO. CM-S03

right of way limits, spot elevations at a 50-ft grid, location and elevation of edge of pavement for roadway, sidewalk and private driveways at regular intervals, location, size, depth and invert of sanitary and stormwater infrastructure, location and description of all above ground features, including fire hydrants, valves, meters, mailboxes, trees, lights, irrigation equipment (POC, controller, and pump if not potable) and signs.

For the subsurface utility engineering investigation, the subconsultant Ritzel-Mason will initiate a sunshine one design ticket to identify potential utilities in the project area. Perform up to eight (8) test holes to identify the size, material, location, and depth of existing utilities as identified by the CONSULTANT for potential conflicts with the proposed stormwater infrastructure.

Once the CONSULTANT has reviewed all available record drawings and field investigation documentation, a technical memorandum and conceptual diagram will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss the traffic circle and gateway entrance design.

TASK 2 – CONCEPTUAL DESIGN

Once Task 1 is completed, the CONSULTANT will prepare conceptual plans for the Gateway Entrance at Greenbrier Drive and S. Congress Ave (SR 807). This includes new signature entrance sign, decorative lighting options, landscape design within medians and surrounding monument signs in the adjacent parks. Additionally, at Greenbrier Drive and Davis Road a traffic circle will be designed. Once the conceptual designs are complete, CMA shall conduct a meeting with the VILLAGE to review the conceptual designs and obtain feedback. Below is a description of the proposed conceptual designs/exhibits that will be prepared

1. Up to two (2) conceptual designs for the intersection used within/around the Davis Rd./Greenbrier Dr.
2. Up to two (2) concepts for the monument signs used within the green spaces flanking Greenbrier Dr./S. Congress Ave.
3. Up to two (2) concepts for decorative lighting
4. Up to two (2) concepts for landscape designs at each of the named intersections
5. One (1) plot of the intersection designs
6. One (1) meeting with the VILLAGE to review the conceptual design/exhibits. Any feedback from this meeting will be incorporated into the concepts. (Up to one (1) round of revisions of the conceptual designs are included in this scope.)
7. Preparation of presentation materials for the VILLAGE. This may include image boards, material boards, PowerPoint Presentation, photographs, renderings, etc.
8. Attendance of up to one (1) Village Council meeting – the purpose of which shall be to present the public feedback on the conceptual designs and receive approval and

direction to move forward with the Task 3, 90% Design.

TASK 3 – 90% DESIGN

Once Task 3 is completed, the CONSULTANT will prepare 90% design plans and related contract documents. Only plan views will be prepared for this deliverable. For future construction documents, profile views will be prepared on a separate sheet if underground work is proposed. Below is a description of the proposed sheets for the 90% submittal:

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
5. LIGHTING PLANS
6. SIGNAGE DESIGN PLANS
7. LANDSCAPE PLANS – PLAN VIEW (4 sheets at 1" = 20')
8. IRRIGATION PLANS – PLAN VIEW (4 sheets at 1" = 20')
9. DETAILS (6 sheets)

The 90% design submittal will also include table of contents for technical specifications and an estimate of probable construction cost. Written comments/feedback shall be provided by the VILLAGE to the CONSULTANT prior to proceeding to the next task.

III. DELIVERABLES

Task 1 – Data Collection Memorandum and S&S Survey (1 digital copy)

Task 2 – Conceptual Design

Task 3 – 90% Design (2 hard copies: Plans = 11"x17" & 1 digital copy)

Task 4 – Reimbursable

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 1 – Data Collection	90	90
Task 2 – Conceptual Design	60	150
Task 3 – 90% Design	60	210
Task 4 – Reimbursable	NA	NA

* The schedule is based upon conducting a review meeting within 14 calendar days after the VILLAGE receives the design submittal. All review comments shall be provided to CONSULTANT within 14 calendar days after the VILLAGE receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of **\$40,280** as outlined in Table 2 and further detailed in Attachment A.

**Table 2
Budget Summary**

Description	Total
Task 1 – Data Collection	\$11,360
Task 2 – Conceptual Design	\$12,570
Task 4 – 90% Design	\$15,550
Task 5 – Reimbursable	\$800
TOTAL	\$40,280

VI. **ASSUMPTIONS**

- *It is assumed that the no permits will be part of this phase.*
- *It is assumed that no water or sewer design or construction will be necessary. Limited adjustment of valve boxes and fire hydrant locations will be included.*

- *It is assumed that that public outreach will be advertised by the VILLAGE. One (1) meeting will be held. The VILLAGE will secure the location of the meeting. Any additional meetings shall result in a fee for additional services. The VILLAGE shall schedule and coordinate the public outreach meeting.*
- *It is assumed that the construction documents will be requested under a separate work authorization.*
- *It is assumed that the construction phase services will be requested under a separate work authorization.*
- *It is assumed that these areas currently have irrigation. The VILLAGE shall provide as much information regarding the existing system and POC as possible in order for the CONSULTANT to prepare a modified irrigation design for the areas of impact.*
- *It is assumed that the structural design of the monument sign will be completed during the building department, permit phase. Those permits will be based on submittals submitted by the VILLAGE's selected contractor.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By: 

Print Name: Jason McClair

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT A - FEE PROPOSAL

Village of Palm Springs - Greenbrier Drive and Davis Road Improvements - Phase 1

Chen Moore and Associates Project # P21.471

	Subconsultant										Total
	Costs	Landscape Designer	Sr Landscape Architect	Senior CAD Technician	Senior Designer	Associate Engineer	Project Engineer	Senior Project Manager	Project Director	Principal	
Hourly Rate		\$110.00	\$140.00	\$90.00	\$120.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00	
TASK 1 – DATA COLLECTION											
1.1 Survey Collection & Coordination	\$3,064.00										\$3,064
1.2 Subsurface Utility Engineering & Investigation	\$3,706.00										\$3,706
1.3 Site Visit		3	2				2		2		\$1,210
1.4 Field Investigation Tech Memo / Conceptual Diagram		8	4				4		2		\$2,280
1.5 Progress Meeting with Village		2	2				2		2		\$1,100
Task 1 Total	\$6,770	\$1,430	\$1,120	\$0	\$0	\$0	\$960	\$0	\$1,080	\$0	\$11,360
TASK 2 – CONCEPTUAL DESIGN											
2.1 Signature Roundabout Conceptuals (2)		6	4								\$1,220
2.2 Monumental Signs (2)											\$0
2.3 Lighting Conceptual (2)		2	4								\$780
2.4 Landscape Architecture Conceptuals (2)		4	8								\$1,560
2.5 Roundabout Roll Plot				2			6		1		\$1,080
2.6 Meeting Exhibits		2	1	4			4		1		\$1,380
2.7 Presentation Materials		15	12	4							\$3,690
2.8 Progress Meeting with Village		2	2				2		2		\$1,100
2.9 Village Council Meeting			4				4		4		\$1,760
Task 2 Total	\$0	\$3,410	\$4,900	\$900	\$0	\$0	\$1,920	\$0	\$1,440	\$0	\$12,570
TASK 3 – 90% DESIGN											
3.1 Cover Sheet				1			2		1		\$510
3.2 General Notes				1			2		1	1	\$720
3.3 Key Sheet / Survey Control							2		1		\$420
3.4 Paving, Grading and Drainage Plan(3 sheets)				8	6		12		4	1	\$3,810
3.5 Details (3 sheets)		2	1	4			14		4	1	\$3,330
3.6 Landscape Plans		4	8								\$1,560
3.7 Irrigation Plans		6	8								\$1,780
3.8 Signing & Pavement Marking Plans							5		1		\$780
3.9 Lighting Plans		2	1								\$360
3.10 Cost Estimate		2	1				4		1		\$1,020
3.11 Progress Meeting							4		2	2	\$1,260
Task 3 Total	\$0	\$1,760	\$2,660	\$1,260	\$720	\$0	\$5,400	\$0	\$2,700	\$1,050	\$15,550
											Total per Task
TASK 1 – DATA COLLECTION											\$11,360
TASK 2 – CONCEPTUAL DESIGN											\$12,570
TASK 3 – 90% DESIGN											\$15,550
TASK 4 – REIMBURSABLES											\$800
TOTAL											\$40,280



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: January 27, 2023

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S03 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 314 G/L CODE: 01441-56300

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: _____

PROJECT TITLE: Greenbrier Drive and Davis Road Improvements - Phase 2

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs ("VILLAGE"), and Chen Moore and Associates ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Chen Moore and Associates (CMA) is pleased to submit the attached of Scope of Services to provide design services at the intersection of Greenbrier Drive and Davis Road. This proposal includes the design of roadway improvements at the intersection mentioned above. These improvements will consist of roadway grading, drainage, sidewalk, striping at the intersections, associated signage leading up to the intersection, landscape architecture and irrigation plans.

II. SCOPE OF SERVICES

Service through a 90% design level will be performed under a separate authorization This authorization includes services past the 90% design level through construction. The following is a description of the services to be provided under this Task Order.

TASK 1 – DATA COLLECTION

Prior to engaging in construction documents, the CONSULTANT will perform field investigations of site conditions including geotechnical engineering services. The CONSULTANT will also perform a preliminary site visit to examine existing conditions and determine any changes since the 90% design plan production and evaluate 90% design.

For the geotechnical evaluation, the subconsultant H2R will perform two (2) pavement cores and two (2) standard penetration test (SPT) borings to a depth of 10-ft. A geotechnical report will be provided that will document the findings and provide infiltration rates, recommendations for bedding and backfill, and recommendations for

restoration.

Once the CONSULTANT has reviewed available drawings and field investigation documentation, a technical memorandum will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss moving to 100% Design.

TASK 2 – 100% DESIGN

Once the VILLAGE staff review of the Task 1 submittal is complete, the CONSULTANT will prepare final 100% design plans and biddable contract documents. Below is a description of the proposed sheets for the final submittal:

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. GATEWAY INTERSECTION PLANS - PLAN VIEW (2 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. PAVING, GRADING AND DRAINAGE – PROFILE (2 sheets at 1" = 20')
7. LIGHTING PLANS
8. SIGNAGE PLANS
9. LANDSCAPE PLANS – PLAN VIEW (4 sheets at 1" = 20')
10. IRRIGATION PLANS – PLAN VIEW (4 sheets at 1" = 20')
11. DETAILS (6 sheets)

The 100% design submittal will also include technical specifications and an updated estimate of probable construction cost. The final submittal will include a review of the standard contract documents from the VILLAGE and a Bid Form to be used for bidding.

TASK 3 – PERMITTING

Once the 90% plans have been completed a pre-application meeting will be scheduled with the SFWMD, LWDD, and FDOT to review the potential changes to the drainage and roadway. A draft permit application will be submitted to applicable entities. The CONSULTANT will prepare drainage calculations and coordinate responses to questions from the permit reviewers and procure the permit prior to finalizing construction documents and the bid services are started.

TASK 4 – BID AND AWARD

The CONSULTANT will provide support for the Bid and Award process to the VILLAGE. The CONSULTANT will prepare an agenda and host a Pre-Bid Meeting to introduce Contractors to the project and discuss key elements of the work. For the purposes of estimating the level of effort, the CONSULTANT will prepare up to two (2) addenda and provide responses to as many as twenty (20) bidder questions, if necessary. Once the bids are received, the CONSULTANT will provide a formal review of the bid submittals and prepare a recommendation to award letter.

TASK 5 – CONSTRUCTION SERVICES

The CONSULTANT will provide construction administration support and field inspections to facilitate the construction effort for the project. The CONSULTANT will facilitate a Pre-Construction Meeting with the selected contractor and will review up to 25 construction submittals and 10 Requests For Information (RFI). The CONSULTANT will coordinate progress meetings every two (2) weeks throughout the construction duration and will provide 10 hours a week of routine progress inspections during the field-oriented construction effort. Daily reports will be prepared to document each day of field inspection. The CONSULTANT will provide a review of each pay application from the Contractor and will facilitate the substantial and final completion walk-through. For the purposes of estimating the level of effort, it is assumed that the construction schedule will be approximately 5 months with 2 months of that time being administrative and 3 months being field work. All testing will be performed by a third-party consultant hired by the contractor.

III. DELIVERABLES

- Task 1 – Data Collection Memorandum (1 digital copy)
- Task 2 – 100% Design (2 hard copies: Plans = 11”x17” & 1 digital copy)
- Task 3 – Permits
- Task 4 – Letter of Recommendation for Bid Award
- Task 5 – Construction Observation Reports

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
TASK 1 – DATA COLLECTION	30	30
TASK 2 – 100% DESIGN	60	90
TASK 3 – PERMITTING	60	150
TASK 4 – BID AND AWARD	30	180
TASK 5 – CONSTRUCTION SERVICES	150	330

* The schedule is based upon the Authority of Jurisdiction (AOJ) conducting a review within 14 calendar days after the AOJ receives the design submittal. All review comments being provided to CONSULTANT within 14 calendar days after the AOJ receives the submittal. An adjustment to the overall schedule will be required in the event the review takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$59,839 as outlined in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
Task 1 – Data Collection	\$9,359
Task 2 – 100% Design	\$16,220
Task 3 – Permitting	\$2,930
Task 4 – Bid and Award	\$6,240
Task 5 – Construction Services	\$25,090
TOTAL	\$59,839

VI. ASSUMPTIONS

- *It is assumed that the design up to 90% will be requested under a separate work authorization.*
- *It is assumed that the VILLAGE will provide payment for the permit fees.*
- *It is assumed that no additional building department, right of way or other types of permits will be required.*
- *It is assumed that no water or sewer design or construction will be necessary.*
- *It is assumed that that bidding will be advertised by the VILLAGE. One (1) meeting will be held. Any additional meetings shall result in a fee for additional services. The VILLAGE shall assist the CONSULTANT in the scheduling and location of the bid meeting.*
- *It is assumed that these areas currently have irrigation. The VILLAGE shall provide as much information regarding the existing system and POC as possible in order for the CONSULTANT to prepare a modified irrigation design for the areas of impact*
- *It is assumed that the construction duration will be 150 days with only 90 onsite work that requires daily inspections.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By: 

Print Name: Jason McClair

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT A - FEE PROPOSAL

Village of Palm Springs - Greenbrier Drive and Davis Road Improvements -Phase 2

Chen Moore and Associates Project # P21.471

	Subconsultant										Total
	Costs	Landscape Designer	Sr Landscape Architect	Senior CAD Technician	Senior Const Spec Engineer	Associate Engineer	Project Engineer	Senior Project Manager	Project Director	Principal	
Hourly Rate		\$110.00	\$140.00	\$90.00	\$125.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00	
TASK 1 – DATA COLLECTION											
1.1 Geotechnical Evaluation & Coordination	\$7,019.46										\$7,019
1.2 Site Visit		2	2					2	2		\$1,170
1.3 Progress Meeting with Village		2	2					2	2		\$1,170
Task 1 Total	\$7,019	\$440	\$560	\$0	\$0	\$0	\$0	\$620	\$720	\$0	\$9,359
TASK 2 – 100% DESIGN											
2.1 Cover Sheet				1			2		1		\$510
2.2 General Notes				1			4		2	1	\$1,140
2.3 Key Sheet / Survey Control							2		1		\$420
2.4 Paving, Grading and Drainage Plan/Profile (6 sheets)				3	2		8		4	2	\$2,620
2.5 Paving, Grading and Drainage Plan Only (2 sheets)							4		2	1	\$1,050
2.6 Details (3 sheets)		2	1	4			4		2	1	\$1,770
2.7 Landscape Plans		4	1								\$580
2.8 Irrigation Plans		4	1								\$580
2.9 Signing & Pavement Marking Plans							4		1		\$660
2.10 Lighting Plans		2	1								\$360
2.11 Technical Specifications		3	1				16		8	2	\$4,250
2.12 Cost Estimate		2	1				4		1		\$1,020
2.13 Progress Meeting							4		2	2	\$1,260
Task 2 Total	\$0	\$1,870	\$840	\$810	\$250	\$0	\$6,240	\$0	\$4,320	\$1,890	\$16,220
TASK 3 – PERMITTING											
3.1 SFWMD						10		3			\$1,465
3.2 LWDD						10		3			\$1,465
3.3 FDOT											\$0
Task 3 Total	\$0	\$0	\$0	\$0	\$0	\$2,000	\$0	\$930	\$0	\$0	\$2,930
TASK 4 – BID AND AWARD											
4.1 Pre-Bid Meeting		4	2				4		2		\$1,560
4.2 Respond to Questions/Addendums		8	4				8		4		\$3,120
4.3 Bid Analysis		4	2				4		2		\$1,560
Task 4 Total	\$0	\$1,760	\$1,120	\$0	\$0	\$0	\$1,920	\$0	\$1,440	\$0	\$6,240
TASK 5 – CONSTRUCTION SERVICES											
5.1 Pre-Construction Meeting		2	1		2		2		4		\$1,570
5.2 Review Submittals		6	4				6		6		\$3,020
5.3 Respond to RFIs		4	2				7		9		\$3,180
5.4 Attend Progress Meetings (12)		2			12		12		6		\$4,240
5.5 Review Pay Applications (6)					6		6		2		\$1,830
5.6 Routine Progress Inspections (2 Hour/Day Typ.)		6			42		8		8		\$8,310
5.7 Substantial Completion					8				6		\$2,080
5.8 Final Completion					4				2		\$860
Task 5 Total	\$0	\$2,200	\$980	\$0	\$9,250	\$0	\$4,920	\$0	\$7,740	\$0	\$25,090
TOTAL											\$59,839

Total per Task

TASK 1 – DATA COLLECTION

\$9,359

TASK 2 – 100% DESIGN

\$16,220

TASK 3 – PERMITTING

\$2,930

TASK 4 – BID AND AWARD

\$6,240

TASK 5 – CONSTRUCTION SERVICES

\$25,090



VILLAGE OF PALM SPRINGS PROJECT REQUEST FORM

TASK # **314**

Project Name: Greenbrier Dr & Davis Rd Road Improvement

Project Manager: Timothy Crespo

Department: Public Works

Plan Date: 2/1/23

Location: Intersection Greenbrier Dr & Davis Rd

Date Approved:

DESCRIPTION / JUSTIFICATION:

This project is to improve the intersection at Davis Rd & Greenbrier Dr to enhance the safety for bicycles, pedestrians, and motorist. The intersection is a high volume traffic area for the Village of Palm Springs.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	45,000.00	60,000.00					\$ 105,000.00
Construction							\$ 0.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 45,000.00	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 105,000.00

SOURCES OF FUNDS:	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
General Fund Revenue CY	45,000.00	60,000.00					\$ 105,000.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)							\$ 0.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 45,000.00	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 105,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Timothy Crespo

Department Head

2/1/20

Date



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Public Works

ITEM #16: Approve Design Work for Greenbrier Drive Gateway Entrance Improvements (Task Order No. 314) - Work Authorization CM-S03 - Public Works Department (FY 2023 Budget - General Fund) - Chen Moore and Associates.

SUMMARY: The Public Works Department is requesting approval of Work Authorization CM-S03 with Chen Moore & Associates (Chen-Moore) for professional engineering services (i.e., design and bidding services) for the Greenbrier Drive Gateway Entrance Project (Task Order No. 314). If approved, this proposed project/improvements would be the initial project within the Village to provide an enhanced look at the entrance of the historic Village while also providing an opportunity to continue the Village's branding efforts.

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks to design the Greenbrier Drive Gateway Entrance project to be completed by Chen-Moore, the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Work to be Completed</u>	<u>Total</u>
Data Collection	\$13,632
Conceptual Design	\$16,810
90% Design	\$16,700
Reimbursable	\$ 800
TOTAL	\$47,942

Note: Phase 2 will be added to FY24 for the amount of \$62,129 if approved.

<u>Work to be Completed</u>	<u>Total</u>
Data Collection	\$9,359
100% Design	\$16,220
Permitting	\$5,220
Bid and Award	\$6,240
Construction Services	\$25,090
TOTAL	\$62,129

The proposed design work will take approximately seven (7) months from the date the Work Authorization is authorized to Chen-Moore (August/September 2023). In FY24, construction is projected to begin.

Staff recommends approval of the proposed Work Authorization CM-S03 (Task Order No. 314) with Chen-Moore in the Not-to-Exceed amount of \$47,942 for professional engineering services related to

the Greenbrier Drive Gateway Improvements in FY23.

The proposed work authorization has been prepared by Chen-Moore and reviewed by the Village Attorney, the Assistant Public Works Director, Assistant Village Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the proposed work authorization is available within the FY 2023 Budget with a transfer from Parks and Recreation to Public Works. Phase 2 will be started once approved in 2024 and construction will be added to the FY24 Budget.

ATTACHMENTS:

1. Chen Moore Greenbrier Drive Gateway Entrance (Phase 1)
2. Chen Moore Greenbrier Drive Gateway Entrance (Phase 2)
3. Chen Moore Greenbrier Drive Gateway Entrance Project Request Form (Task Order No. 314)



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: January 27, 2023

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S03 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 315 G/L CODE: 01441-56300

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: _____

PROJECT TITLE: Greenbrier Drive Gateway Entrance - Phase 1

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs ("VILLAGE"), and Chen Moore and Associates ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Chen Moore and Associates (CMA) is pleased to submit the attached of Scope of Services to provide design services for the "Signature Gateway Entrance" at Greenbrier Drive and SR 807/ S. Congress Avenue. These improvements will consist roadway grading, drainage, sidewalk, striping at the intersections, associated signage leading up to the intersection, landscape architecture and irrigation plans.

II. SCOPE OF SERVICES

This authorization includes professional services through a 90% design level. The following is a description of the services to be provided under this Task Order.

TASK 1 – DATA COLLECTION

Prior to engaging in detailed design, the CONSULTANT will perform field investigations of site conditions including detailed boundary and topographic survey, and subsurface utility engineering. The data collection task will also include an effort by the CONSULTANT to contact existing utility owners to determine the size and location of any potential utility conflicts. The CONSULTANT will also perform an initial site visit to examine existing conditions and determine potential conflicts.

For the boundary and topographic survey, the sub-consultant ENGENUITY will provide right of way limits, spot elevations at a 50-ft grid, location and elevation of edge of pavement for roadway, sidewalk and private driveways at regular intervals, location, size, depth and invert of sanitary and stormwater infrastructure, location and description of all above ground features, including fire hydrants, valves, meters, mailboxes, trees, lights, irrigation equipment (POC, controller, and pump if not potable) and signs.

For the subsurface utility engineering investigation, the subconsultant Ritzel-Mason will initiate a sunshine one design ticket to identify potential utilities in the project area. Perform up to eight (8) test holes to identify the size, material, location, and depth of existing utilities as identified by the CONSULTANT for potential conflicts with the proposed stormwater infrastructure.

Once the CONSULTANT has reviewed all available record drawings and field investigation documentation, a technical memorandum and conceptual diagram will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss the traffic circle and gateway entrance design.

TASK 2 – CONCEPTUAL DESIGN

Once Task 1 is completed, the CONSULTANT will prepare conceptual plans for the Gateway Entrance at Greenbrier Drive and S. Congress Ave (SR 807). This includes new signature entrance sign, decorative lighting options, landscape design within medians and surrounding monument signs in the adjacent parks. Additionally, at Greenbrier Drive and Davis Road a traffic circle will be designed. Once the conceptual designs are complete, CMA shall conduct a meeting with the VILLAGE to review the conceptual designs and obtain feedback. Below is a description of the proposed conceptual designs/exhibits that will be prepared

1. Up to two (2) conceptual designs for the signature entrance sign used within/around the Davis Rd./Greenbrier Dr.
2. Up to two (2) concepts for the monument signs used within the green spaces flanking Greenbrier Dr./S. Congress Ave.
3. Up to two (2) concepts for decorative lighting
4. Up to two (2) concepts for landscape designs at each of the named intersections
5. One (1) plot of intersection designs
6. One (1) meeting with the VILLAGE to review the conceptual design/exhibits. Any feedback from this meeting will be incorporated into the concepts. (Up to one (1) round of revisions of the conceptual designs are included in this scope.)

TASK 4 – 90% DESIGN

Once Task 3 is completed, the CONSULTANT will prepare 90% design plans and related contract documents. Only plan views will be prepared for this deliverable. For future construction documents, profile views will be prepared on a separate sheet if underground work is proposed. Below is a description of the proposed sheets for the 90% submittal:

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
5. LIGHTING PLANS
6. SIGNAGE DESIGN PLANS
7. LANDSCAPE PLANS – PLAN VIEW (4 sheets at 1" = 20')
8. IRRIGATION PLANS – PLAN VIEW (4 sheets at 1" = 20')
9. DETAILS (6 sheets)

The 90% design submittal will also include table of contents for technical specifications and an estimate of probable construction cost. Written comments/feedback shall be provided by the VILLAGE to the CONSULTANT prior to proceeding to the next task.

III. DELIVERABLES

Task 1 – Data Collection Memorandum and S&S Survey (1 digital copy)

Task 2 – Conceptual Design

Task 3 – 90% Design (2 hard copies: Plans = 11"x17" & 1 digital copy)

Task 4 – Reimbursable

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 1 – Data Collection	90	90
Task 2 – Conceptual Design	60	150
Task 3 – 90% Design	60	210
Task 4 – Reimbursable	NA	NA

* The schedule is based upon conducting a review meeting within 14 calendar days after the VILLAGE receives the design submittal. All review comments shall be provided to CONSULTANT within 14 calendar days after the VILLAGE receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of **\$47,942** as outlined in Table 2 and further detailed in Attachment A.

**Table 2
Budget Summary**

Description	Total
Task 1 – Data Collection	\$13,632
Task 2 – Conceptual Design	\$16,810
Task 3 – 90% Design	\$16,700
Task 4 – Reimbursable	\$800
TOTAL	\$47,942

VI. **ASSUMPTIONS**

- *It is assumed that the no permits will be part of this phase.*
- *It is assumed that no water or sewer design or construction will be necessary. Limited adjustment of valve boxes and fire hydrant locations will be included.*

- *It is assumed that that public outreach will be advertised by the VILLAGE. One (1) meeting will be held. The VILLAGE will secure the location of the meeting. Any additional meetings shall result in a fee for additional services. The VILLAGE shall schedule and coordinate the public outreach meeting.*
- *It is assumed that the construction documents will be requested under a separate work authorization.*
- *It is assumed that the construction phase services will be requested under a separate work authorization.*
- *It is assumed that these areas currently have irrigation. The VILLAGE shall provide as much information regarding the existing system and POC as possible in order for CMA to prepare a modified irrigation design for the areas of impact.*
- *It is assumed that the structural design of the monument sign will be completed during the building department, permit phase. Those permits will be based on submittals submitted by the VILLAGE's selected contractor.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By: 

Print Name: Jason McClair

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

Village of Palm Springs - Greenbrier Drive Gateway - Phase 1

[illegible]



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: January 27, 2023

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S03 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 315 G/L CODE: 01441-56300

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: _____

PROJECT TITLE: Greenbrier Drive Gateway Entrance - Phase 2

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs ("VILLAGE"), and Chen Moore and Associates ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Chen Moore and Associates (CMA) is pleased to submit the attached of Scope of Services to provide design services for the "Signature Gateway Entrance" at Greenbrier Drive and SR 807/ S. Congress Avenue. These improvements will consist of roadway grading, drainage, sidewalk, striping at the intersections, associated signage leading up to the intersection, landscape architecture and irrigation plans.

II. SCOPE OF SERVICES

Service through a 90% design level will be performed under a separate authorization. This authorization includes services past the 90% design level through construction. The following is a description of the services to be provided under this Task Order.

TASK 1 – DATA COLLECTION

Prior to engaging in construction documents, the CONSULTANT will perform field investigations of site conditions including geotechnical engineering services. The CONSULTANT will also perform a preliminary site visit to examine existing conditions and determine any changes since the 90% design plan production and evaluate 90% design.

For the geotechnical evaluation, the subconsultant H2R will perform two (2) pavement cores and two (2) standard penetration test (SPT) borings to a depth of 10-ft. A geotechnical report will be provided that will document the findings and provide infiltration rates, recommendations for bedding and backfill, and recommendations for restoration.

Once the CONSULTANT has reviewed available drawings and field investigation documentation, a technical memorandum will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss moving to 100% Design.

TASK 2 – 100% DESIGN

Once the VILLAGE staff review of the Task 1 submittal is complete, the CONSULTANT will prepare final 100% design plans and biddable contract documents. Below is a description of the proposed sheets for the final submittal:

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. GATEWAY INTERSECTION PLANS - PLAN VIEW (2 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. PAVING, GRADING AND DRAINAGE – PROFILE (2 sheets at 1" = 20')
7. LIGHTING PLANS
8. SIGNAGE PLANS
9. LANDSCAPE PLANS – PLAN VIEW (4 sheets at 1" = 20')
10. IRRIGATION PLANS – PLAN VIEW (4 sheets at 1" = 20')
11. DETAILS (6 sheets)

The 100% design submittal will also include technical specifications and an updated estimate of probable construction cost. The final submittal will include a review of the standard contract documents from the VILLAGE and a Bid Form to be used for bidding.

TASK 3 – PERMITTING

Once the 90% plans have been completed a pre-application meeting will be scheduled with the SFWMD, LWDD, and FDOT to review the potential changes to the drainage and roadway. A draft permit application will be submitted to applicable entities. The CONSULTANT will prepare drainage calculations and coordinate responses to questions from the permit reviewers and procure the permit prior to finalizing construction documents and the bid services are started.

TASK 4 – BID AND AWARD

The CONSULTANT will provide support for the Bid and Award process to the VILLAGE. The CONSULTANT will prepare an agenda and host a Pre-Bid Meeting to introduce Contractors to the project and discuss key elements of the work. For the purposes of estimating the level of effort, the CONSULTANT will prepare up to two (2) addenda and provide responses to as many as twenty (20) bidder questions, if necessary. Once the bids are received, the CONSULTANT will provide a formal review of the bid submittals and prepare a recommendation to award letter.

TASK 5 – CONSTRUCTION SERVICES

The CONSULTANT will provide construction administration support and field inspections to facilitate the construction effort for the project. The CONSULTANT will facilitate a Pre-Construction Meeting with the selected contractor and will review up to 25 construction submittals and 10 Requests For Information (RFI). The CONSULTANT will coordinate progress meetings every two (2) weeks throughout the construction duration and will provide 10 hours a week of routine progress inspections during the field-oriented construction effort. Daily reports will be prepared to document each day of field inspection. The CONSULTANT will provide a review of each pay application from the Contractor and will facilitate the substantial and final completion walk-through. For the purposes of estimating the level of effort, it is assumed that the construction schedule will be approximately 5 months with 2 months of that time being administrative and 3 months being field work. All testing will be performed by a third-party consultant hired by the contractor.

III. DELIVERABLES

- Task 1 – Data Collection Memorandum (1 digital copy)
- Task 2 – 100% Design (2 hard copies: Plans = 11"x17" & 1 digital copy)
- Task 3 – Permits
- Task 4 – Letter of Recommendation for Bid Award
- Task 5 – Construction Observation Reports

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
TASK 1 – DATA COLLECTION	30	30
TASK 2 – 100% DESIGN	60	90
TASK 3 – PERMITTING	60	150
TASK 4 – BID AND AWARD	30	180
TASK 5 – CONSTRUCTION SERVICES	150	330

* The schedule is based upon the Authority of Jurisdiction (AOJ) conducting a review within 14 calendar days after the AOJ receives the design submittal. All review comments being provided to CONSULTANT within 14 calendar days after the AOJ receives the submittal. An adjustment to the overall schedule will be required in the event the review takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of **\$62,129** as outlined in Table 2 and further detailed in Attachment A.

**Table 2
Budget Summary**

Description	Total
Task 1 – Data Collection	\$9,359
Task 2 – 100% Design	\$16,220
Task 3 – Permitting	\$5,220
Task 4 – Bid and Award	\$6,240
Task 5 – Construction Services	\$25,090
TOTAL	\$62,129

VI. ASSUMPTIONS

- *It is assumed that the design up to 90% will be requested under a separate work authorization.*
- *It is assumed that the VILLAGE will provide payment for the permit fees.*
- *It is assumed that no additional building department, right of way or other types of permits will be required.*
- *It is assumed that no water or sewer design or construction will be necessary.*
- *It is assumed that that bidding will be advertised by the VILLAGE. One (1) meeting will be held. Any additional meetings shall result in a fee for additional services. The VILLAGE shall assist the CONSULTANT in the scheduling and location of the bid meeting.*
- *It is assumed that these areas currently have irrigation. The VILLAGE shall provide as much information regarding the existing system and POC as possible in order for CMA to prepare a modified irrigation design for the areas of impact.*
- *It is assumed that the construction duration will be 150 days with only 90 onsite work that requires daily inspections.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By:  _____

Print Name: Jason McClair

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

Village of Palm Springs - Greenbrier Drive Gateway -Phase 2

Hourly Rate	Subconsultant	Professional Staffing								Principal	Total
	Costs	Landscape Designer	Sr Landscape Architect	Senior CAD Technician	Senior Const Spec Engineer	Associate Engineer	Project Engineer	Senior Project Manager	Project Director		
		\$110.00	\$140.00	\$90.00	\$125.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00	
TASK 1 – DATA COLLECTION											
1.1 Geotechnical Evaluation & Coordination	\$7,019.46										\$7,019
1.2 Site Visit											\$1,170
1.3 Progress Meeting with Village											\$1,170
Task 1 Total	\$7,019	\$440	\$560	\$0	\$0	\$0	\$0	\$620	\$720	\$0	\$9,359
TASK 2 – 100% DESIGN											
2.1 Cover Sheet											\$510
2.2 General Notes											\$1,140
2.3 Key Sheet / Survey Control											\$420
2.4 Paving, Grading and Drainage Plan/Profile (3 sheets)											\$2,620
2.5 Paving, Grading and Drainage Plan Only (1 sheets)											\$1,050
2.6 Details (3 sheets)											\$1,770
2.7 Landscape Plans											\$580
2.8 Irrigation Plans											\$580
2.9 Signing & Pavement Marking Plans											\$660
2.10 Lighting Plans											\$360
2.11 Technical Specifications											\$4,250
2.12 Cost Estimate											\$1,020
2.13 Progress Meeting											\$1,260
Task 2 Total	\$0	\$1,870	\$840	\$810	\$250	\$0	\$6,240	\$0	\$4,320	\$1,890	\$16,220
TASK 3 – PERMITTING											
3.1 SFWMD											\$1,740
3.2 LWDD											\$1,740
3.3 FDOT											\$1,740
Task 3 Total	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600	\$0	\$1,620	\$0	\$5,220
TASK 4 – BID AND AWARD											
4.1 Pre-Bid Meeting											\$1,560
4.2 Respond to Questions/Addendums											\$3,120
4.3 Bid Analysis											\$1,560
Task 4 Total		\$1,760	\$1,120	\$0	\$0	\$0	\$1,920	\$0	\$1,440	\$0	\$6,240
TASK 5 – CONSTRUCTION SERVICES											
5.1 Pre-Construction Meeting											\$1,570
5.2 Review Submittals											\$3,020
5.3 Respond to RFIs											\$3,180
5.4 Attend Progress Meetings (12)											\$4,240
5.5 Review Pay Applications (6)											\$1,830
5.6 Routine Progress Inspections (1 Hour/Day Typ.)											\$8,310
5.7 Substantial Completion											\$2,080
5.8 Final Completion											\$860
Task 5 Total		\$2,200	\$980	\$0	\$9,250	\$0	\$4,920	\$0	\$7,740	\$0	\$25,090
TOTAL											



VILLAGE OF PALM SPRINGS PROJECT REQUEST FORM

TASK # **315**

Project Name: Greenbrier Dr Gateway Entrance
Department: Public Works
Location: Greenbrier Dr & Congress Ave

Project Manager: Timothy Crespo
Plan Date: 2/1/23
Date Approved:

DESCRIPTION / JUSTIFICATION:

This is to improve the entrance way at North & South side of Greenbrier Dr & Congress Ave. We will be enhancing the look of the entrance as well as the middle island.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing, soil testing, permitting, survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	50,000.00	62,129.00					\$ 112,129.00
Construction							\$ 0.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 50,000.00	\$ 62,129.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 112,129.00

SOURCES OF FUNDS:	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
General Fund Revenue CY	50,000.00	62,129.00					\$ 112,129.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							\$ 0.00
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)							\$ 0.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 50,000.00	\$ 62,129.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
Additional Revenues							0.00
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							0.00
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	(\$ 62,129.00)

Department Head_____
Date



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Utilities

ITEM #17: Change Order No. 2 & Closeout - Main Water Treatment Plant SCADA System Upgrade (Task Order No. 227) - Utilities Department (FY 2023 Budget Funded - Water & Wastewater Enterprise Fund) - Revere Control Systems, Inc.

SUMMARY: On May 13, 2021, the Council approved Task Order No. 227 with Revere Control Systems, Inc. for the SCADA System Improvements at the Main Water Treatment Plant for \$866,000.00. The project involved the installation of new control panels and SCADA computers, network improvements, SCADA software upgrades, programming, electrical wiring, and site restoration.

The work started on the project on August 9, 2021, and was substantially completed and inspected on January 19, 2023, 258 days behind schedule. All punch list items were addressed following the initial walkthrough.

The awarded contract provided a \$50,000.00 contingency allowance for a replacement network rack, additional fiber cables, panel modifications, and the transfer of existing wells and lift stations into the new SCADA program. In total, \$32,196.00 of the contingency allowance was used.

The Village's contracted engineer, Eckler Engineering, and the Utilities Department are recommending approval for a final reconciliation change order (Change Order No. 2) for \$17,804.00 credit to the Village and a 288-day time extension.

The proposed reconciliation Change Order No. 2 was prepared by Revere Control Systems, Inc. and reviewed by the Village's Contract Engineer, Utilities Director, Assistant Utilities Director, and Finance Director.

FISCAL IMPACT:

Work to be Completed	Contract Amount	Contract Time
Original Contract Amount	\$866,000.00	300 Days
Change Order No. 2	(\$17,804.00)	+ 288 Days
Final Revised Contract Amount	\$848,196.00	588 Days

If approved, the revised total construction cost of the Main Water Treatment Plant SCADA System Upgrade Project within Task Order No. 227 will be \$848,196.00 and the total contract time will be 588 days. No additional change orders are anticipated for this project. Construction work is complete and,

if approved, the contract will be closed.

Funding to support the Main Water Treatment Plant SCADA System Upgrade Project (Task Order No. 227) was provided by the Water & Wastewater Enterprise Fund.

ATTACHMENTS:

1. Proposed Change Order No. 2 - Revere Control Systems, Inc.
2. Agreement - Revere Control Systems, Inc.

Change Order No. 2

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 227

Contractor: Revere Control Systems, Inc.

Contractor's Project No.: AB0492

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-077.01

Project: SCADA System Upgrade

Contract Name: SCADA System Upgrade

Main Water Treatment Plant

Main Water Treatment Plant

The Contract is modified as follows upon execution of this Change Order:

Description: Final reconciliation of lump sum contingency allowance and contract time extension.

Attachments: Summary of approved allowance items and copies of approved allowance items 1, 2, 3, 4, 5, and 6.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 866,000.00	Original Contract Times: Substantial Completion: 270 days (May 6, 2022) Ready for Final Payment: 300 days (June 5, 2022) days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$ 866,000.00	Contract Times prior to this Change Order: Substantial Completion: 270 Ready for Final Payment: 300 days or dates
[Increase] [Decrease] of this Change Order: \$ -17,804.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 258 Ready for Final Payment: 288 days or dates
Contract Price incorporating this Change Order: \$ 848,196.00	Contract Times with all approved Change Orders: Substantial Completion: 528 (January 19, 2023) Ready for Final Payment: 588 (February 28, 2023) days or dates

By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Assistant Utilities Director</u>	Title: <u>Project Manager</u>
Date: <u>1-23-2023</u>	Date: <u>1-26-23</u>	Date: <u>1-26-2023</u>

Approved by Funding Agency (if applicable)

VILLAGE OF PALM SPRINGS

By: _____
Title: _____Date: _____
Beverly "Bev" Smith, Mayor

SCADA SYSTEM UPGRADE MAIN WTP
 400-077.03
 Allowance Authorization Log

1/26/2023

AA/CO#	Description	Date Prepared	Date Executed	Authorization Balance
	PROJECT START			\$ 50,000.00
				\$ 50,000.00
AA 1	PCO #01 Network Rack Revision	10/19/2022	10/27/2022	\$ (3,796.00)
				\$ 46,204.00
AA 2	PCO #02 Additional Fiber Run	10/19/2022	10/27/2022	\$ (1,957.00)
				\$ 44,247.00
AA 03	PCO#03, WWR Basing panel FP-7-1 modifications.	11/21/2022	11/22/2022	\$ (3,509.00)
				\$ 40,738.00
AA 04	PCO #04, Add Main LS Signals to SCADA	11/21/2022	11/22/2022	\$ (1,989.00)
				\$ 38,749.00
AA xx	Add power meter to existing ATS	11/21/2022	not approved	\$ -
				\$ 38,749.00
AA 05	Add NaOCl pump flow totalizers	11/22/2022	11/22/2022	\$ (1,499.00)
				\$ 37,250.00
AA 06	Transfer existing and current wells and Pump Stations to new SCADA	12/18/2022	12/20/2022	\$ (19,446.00)
				\$ 17,804.00
				\$ -
				\$ 17,804.00

ALLOWANCE AUTHORIZATION

Project:	SCADA System Upgrade-	Authorization No.:	01
	MAINWTP	From:	Eckler Engineering, Inc.
To:	Revere Control Systems, Inc.	Date:	October 19 2022
	2240 Rocky Ridge Road	EEl Project No.:	400-077.03
	Birmingham, AL 35216	Client Project No.:	PO # 50 (FY 2022)
			TO # 277

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly

AA #01 covers the Network Rack Replacement per Revere PCO #01 dated 10-11-2022.

PCO # 01is attached.

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance	\$	50,000.00
Allowance Expenditures prior to this Authorization.....	\$	0.00
Allowance Balance prior to this Authorization.....	\$	50,000.00
Allowance will be [increased] [decreased] by this Authorization.....	\$	3,796.00
New Allowance Balance.....	\$	46,204.00

APPROVAL RECOMMENDED

Eckler Engineering, Inc.

ENGINEER

By  Date 10-19-2022

OWNER APPROVAL

Village of Palm Springs

OWNER

By  Date 10/21/22

CONTRACTOR ACCEPTANCE

Revere Control Systems, Inc.

CONTRACTOR

By  Date 10-27-22

Copies: ☒ OWNER ☒ CONTRACTOR ☐ CONSULTANTS ☐ FILE

ECKLER ENGINEERING, INC.

ALLOWANCE AUTHORIZATION

Project:	SCADA System Upgrade-	Authorization No.:	02
	MAINWTP	From:	Eckler Engineering, Inc.
To:	Revere Control Systems, Inc.	Date:	October 19 2022
	2240 Rocky Ridge Road	EEI Project No.:	400-077.03
	Birmingham, AL 35216	Client Project No.:	PO # 50 (FY 2022)
			TO # 277

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

AA #02 covers the additional fiber optic cable run and installation for MIEX System communications per Revere PCO #02 dated 10-11-2022.

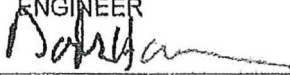
PCO # 02 is attached.

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance	\$	50,000.00
Allowance Expenditures prior to this Authorization.....	\$	3,796.00
Allowance Balance prior to this Authorization.....	\$	46,204.00
Allowance will be [increased] [<u>decreased</u>] by this Authorization.....	\$	1,957.00
New Allowance Balance.....	\$	44,247.00

APPROVAL RECOMMENDED

Eckler Engineering, Inc.

ENGINEER

By _____ Date 10-19-2022

OWNER APPROVAL

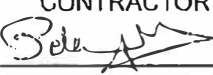
Village of Palm Springs

OWNER

By _____ Date 10-27-22

CONTRACTOR ACCEPTANCE

Revere Control Systems, Inc.

CONTRACTOR

By _____ Date 10-27-22

Copies: ☒ OWNER ☒ CONTRACTOR ☐ CONSULTANTS ☐ _____ ☒ FILE

ECKLER ENGINEERING, INC.

ALLOWANCE AUTHORIZATION

Project:	SCADA System Upgrade-	Authorization No.:	03
	MAINWTP	From:	Eckler Engineering, Inc.
To:	Revere Control Systems, Inc.	Date:	November 21 2022
	2240 Rocky Ridge Road	EEL Project No.:	400-077.03
	Birmingham, AL 35216	Client Project No.:	PO # 50 (FY 2022)
			TO # 277

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

AA #03 covers the control modifications at existing Washwater Recovery Basin control panel, FP-7-1, per Revere PCO #03 dated 11-05-2022.

PCO # 03 is attached.

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance	\$	50,000.00
Allowance Expenditures prior to this Authorization	\$	5,753.00
Allowance Balance prior to this Authorization	\$	44,247.00
Allowance will be (increased) (decreased) by this Authorization	\$	3,509.00
New Allowance Balance	\$	40,738.00

APPROVAL RECOMMENDED

Eckler Engineering, Inc.

ENGINEER

By [Signature] Date 11-21-2022

OWNER APPROVAL

Village of Palm Springs

OWNER

By [Signature] Date 11/22/22

CONTRACTOR ACCEPTANCE

Revere Control Systems, Inc.

CONTRACTOR

By [Signature] Date 11/22/2022

Copies: ☒ OWNER ☒ CONTRACTOR ☐ CONSULTANTS ☐ FILE

ECKLER ENGINEERING, INC.



Eckler Engineering, INC.
Coral Springs, FL

11/5/2022

Doug Hammann, PE.
Eckler Engineering, INC.
4700 Riverside Dr, Suite 110
Coral Springs, FL

Reference: The Village of Palm Springs, SCADA Upgrades project.
Change order # 003 for additional SOW for new RIO-WWR panel and existing FP-7-1 panel.

Dear Mr. Hammann,

Revere Control Systems, Inc. is pleased to submit a proposal for making control modifications and testing to existing FP-7-1 and the new supplied RIO-WWR PLC panel.

Equipment / Materials

- All additional needed materials (Relays, T.Bs ,Floats,...etc) were supplied by the Village of Palm Springs.

Services

- Engineering Onsite modifications to FP-7-1.
- Electrician additional time for onsite modifications.
- Project management and coordination to propose and approve the change.

Existing FP-7-1 & RIO-WWR PLC additional SOW. \$ 3,509.00

Commercial Terms

- This proposal is valid for thirty (30) days from the date of the proposal.
- Net 30 days after date of invoice.

Exclusions:

- Supply of any hardware/software other than the ones laid out in this change order proposal.
- Any installation services other than what is mentioned above.
- Any engineering services other than the one mentioned above.
- Supply, pull, lay or terminate any type of cables.

Respectfully Submitted,

Peter Basily

Peter Basily, PMP
Project Manager
Revere Control Systems, INC.

ALLOWANCE AUTHORIZATION

Project:	SCADA System Upgrade-	Authorization No.:	04
	MAINWTP	From:	Eckler Engineering, Inc.
To:	Revere Control Systems, Inc.	Date:	November 21 2022
	2240 Rocky Ridge Road	EEl Project No.:	400-077.03
	Birmingham, AL 35216	Client Project No.:	PO # 50 (FY 2022)
			TO # 277

You are authorized to perform the following Item(s) of work and to adjust the Allowance Sum accordingly:

AA #04 covers Village's request to add Main LS RTU Signals to SCAD, per Revere PCO #04 dated 11-07-2022.

PCO # 04 is attached.

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance	\$	50,000.00
Allowance Expenditures prior to this Authorization	\$	9,262.00
Allowance Balance prior to this Authorization	\$	40,738.00
Allowance will be [increased] [decreased] by this Authorization	\$	1,989.00
New Allowance Balance	\$	38,749.00

APPROVAL RECOMMENDED

Eckler Engineering, Inc.

ENGINEER

By

Date

 11-21-2022

OWNER APPROVAL

Village of Palm Springs

OWNER

By

Date

 11/22/22

CONTRACTOR ACCEPTANCE

Revere Control Systems, Inc.

CONTRACTOR

By

Date

 11-22-2022

Copies: ☒ OWNER ☒ CONTRACTOR ☐ CONSULTANTS ☐ _____ ☒ FILE

ECKLER ENGINEERING, INC.



Eckler Engineering, INC.
Coral Springs, FL

11/7/2022

Doug Hammann, PE.
Eckler Engineering, INC.
4700 Riverside Dr, Suite 110
Coral Springs, FL

Reference: The Village of Palm Springs, SCADA Upgrades project.
Change order # 004 for additional SOW to add the Main Lift Station RTU signals to SCADA.

Dear Mr. Hammann,

Revere Control Systems, Inc. is pleased to submit a proposal for adding the Main lift station RTU signals to SCADA/

Equipment / Materials

- None.

Services

- Engineering hours needed for screen development.
- Engineering hours for onsite testing/Start-up.
- Engineering hour for onsite team training.

Adding Main Lift Station Signals to SCADA. \$ 1,989.00

Commercial Terms

- This proposal is valid for thirty (30) days from the date of the proposal.
- Net 30 days after date of invoice.

Exclusions:

- Supply of any hardware/software other than the ones laid out in this change order proposal.
- Any installation services other than what is mentioned above.
- Any engineering services other than the one mentioned above.
- Supply, pull, lay or terminate any type of cables.

Respectfully Submitted,

Peter Basily

Peter Basily, PMP
Project Manager
Revere Control Systems, INC.

ALLOWANCE AUTHORIZATION

Project:	SCADA System Upgrade-	Authorization No.:	05
	MAINWTP	From:	Eckler Engineering, Inc.
To:	Revere Control Systems, Inc.	Date:	November 22 2022
	2240 Rocky Ridge Road	EEL Project No.:	400-077.03
	Birmingham, AL 35216	Client Project No.:	PO # 50 (FY 2022)
			TO # 277

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

AA #05 covers the Village's request to add dally and previous day totalizers for NaOCl pumps to SCADA program and HMI, per Revere PCO #06 dated 11-21-2022.

PCO # 06 is attached.

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance	\$	50,000.00
Allowance Expenditures prior to this Authorization.....	\$	11,251.00
Allowance Balance prior to this Authorization.....	\$	38,749.00
Allowance will be [increased] <u>decreased</u> by this Authorization.....	\$	1,499.00
New Allowance Balance.....	\$	37,250.00

APPROVAL RECOMMENDED

Eckler Engineering, Inc.

By  Date 11-22-2022

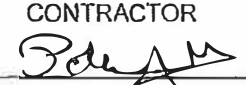
OWNER APPROVAL

Village of Palm Springs

By  Date 11-22-22

CONTRACTOR ACCEPTANCE

Revere Control Systems, Inc.

By  Date 11-22-2022

Copies: ☒ OWNER ☒ CONTRACTOR ☐ CONSULTANTS ☐ FILE

ECKLER ENGINEERING, INC.



Eckler Engineering, INC.
Coral Springs, FL

11/21/2022

Doug Hammann, PE.
Eckler Engineering, INC.
4700 Riverside Dr, Suite 110
Coral Springs, FL

Reference: The Village of Palm Springs, SCADA Upgrades project.
Change order # 006 for Addition of the flow totalizers for the Chlorine pumps flow.

Dear Mr. Hammann,

Revere Control Systems, Inc. is pleased to submit a proposal for adding to the PLC program and HMI screens the daily and yesterday's flow totalizers for the Chlorine Pumps.

Equipment / Materials

- None

Services

- Engineering hours for adding the logic for the flow totalizers.
- Project Management coordination hours.

Addition to the flow totalizers for the Chlorine Pumps flow **\$ 1,499.00**

Commercial Terms

- This proposal is valid for thirty (30) days from the date of the proposal.
- Net 30 days after date of invoice.

Exclusions:

- Supply of any hardware/software other than the ones laid out in this change order proposal.
- Any installation services other than what is mentioned above.
- Any engineering services other than the one mentioned above.
- Supply, pull, lay or terminate any type of cables except for the ones included in the project's original SOW.

Respectfully Submitted,

Peter Basily

Peter Basily, PMP
Project Manager
Revere Control Systems, INC.

ALLOWANCE AUTHORIZATION

Project:	SCADA System Upgrade-	Authorization No.:	06
	MAINWTP	From:	Eckler Engineering, Inc.
To:	Revere Control Systems, Inc.	Date:	December 18, 2022
	2240 Rocky Ridge Road	EEL Project No.:	400-077.03
	Birmingham, AL 35216	Client Project No.:	PO # 50 (FY 2022)
			TO # 277

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

AA #06 covers the development of HMI screens and data base coordination/integration of all existing pump stations and wells into the new application and format. This work includes the development of screens for 15 additional pump stations, that are being equipped with new RTU's in parallel with this project (Village Task Order # 284), per Revere PCO #07 dated 12-6-2022.

PCO # 07 is attached.

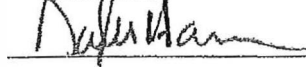
THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance	\$	50,000.00
Allowance Expenditures prior to this Authorization	\$	12,750.00
Allowance Balance prior to this Authorization	\$	37,250.00
Allowance will be <u>increased</u> decreased by this Authorization	\$	19,446.00
New Allowance Balance	\$	17,804.00

APPROVAL RECOMMENDED

Eckler Engineering, Inc.

ENGINEER



By

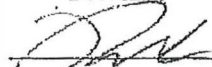
12-18-2022

Date

OWNER APPROVAL

Village of Palm Springs

OWNER



By

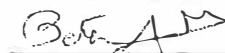
12/20/22

Date

CONTRACTOR ACCEPTANCE

Revere Control Systems, Inc.

CONTRACTOR



By

12-20-22

Date

Copies: : OWNER : CONTRACTOR : CONSULTANTS : : FILE

ECKLER ENGINEERING, INC.

12/6/2022

Doug Hammann, PE.
Eckler Engineering, INC.
4700 Riverside Dr, Suite 110
Coral Springs, FL

Reference: The Village of Palm Springs, SCADA Upgrades project.
Change order # 007 for integrating the old existing Lift stations and Wells and 15 new Lift Stations to the new VTScada HMI Application.

Dear Mr. Hammann,

Revere Control Systems, Inc. is pleased to submit a proposal for developing new HMI screens for the new VTScada application to integrate all existing Lift stations and Wells into the new application and to develop screens in order to add 15 more new Lift stations to the new VTScada application.

The following Lift stations are already added:

- 1- LS02 - Woodlands
- 2- LS03 - Autocar
- 3- LS04 - Marlboro Court
- 4- LS06 - Fountain View
- 5- LS09 - Cresthaven I
- 6- LS10 - Little Cresthaven
- 7- LS13 - Monica Drive
- 8- LS16 - Ida way
- 9- LS17 - Target
- 10- LS21 - Strawberry fields
- 11- LS22 - Shadetree
- 12- LS25 - Preston Square
- 13- LS26 - Davis Road
- 14- LS28 - St. Lukes
- 15- LS29 - Lake Arbor
- 16- LS30 - Lake Clarke Gardens
- 17- LS31 - Florida Mango
- 18- LS32 - Lake Clarke Gardens
- 19- LS33 - Kudza
- 20- LS34 - Washington Mutual
- 21- LS35 - McDonalds.
- 22- LS36 - Professional Place
- 23- LS37 - Waterview Back
- 24- LS38 - Waterview Front
- 25- LS40 - Mediterranean
- 26- LS41 - Lakeside
- 27- LS42 - Beech & Ardel
- 28- LS43 - Springdale
- 29- LS44 - Albert Lakes
- 30- LS45 - Palm Beach Townhomes
- 31- LS46 - Abbey Park
- 32- LS47 - Bank Of America
- 33- LS48 - Reo Lane
- 34- LS49 - 2400 Kirk Road
- 35- LS52 - Lakewood

- 36- LS53 - Sussex
- 37- LS54 -- Kirk & Kivey
- 38- LS55 - Clinton
- 39- LS56 -- Palm Springs Apartments

Also the following Wells are added:

- 40- Well 06
- 41- Well 07
- 42- Well 09
- 43- Well 10
- 44- Well 11
- 45- Well 12
- 46- Well 13
- 47- Well 14
- 48- Well 15
- 49- Well 16
- 50- Well 17
- 51- Well 18
- 52- Well 19

In addition to the new 15 Lift stations that will be added to the new VTScada app after its all installed and completed on the existing system.

Equipment / Materials

- None

Services

- Engineering hours for developing new screens for 67 Wells/Lift stations.
- Engineering onsite start-up hours to move the existing lift stations and wells to the new VTScada after the new 15 Lift stations are all added to the existing VTScada application.
- Engineering onsite start-up hours to test that all 67 Wells/Lift stations are working properly on the new VTScada application.
- Project Management coordination hours.

Developing new HMI Screens in the new VTScada App for integrating existing Wells and lift stations screens and 15 new lift stations into the new Application **\$ 19,446.00**

Commercial Terms

- This proposal is valid for thirty (30) days from the date of the proposal.
- Net 30 days after date of invoice.

Exclusions:

- Supply of any hardware/software other than the ones laid out in this change order proposal.
- Any installation services other than what is mentioned above.
- Any engineering services other than the one mentioned above.
- Supply, pull, lay or terminate any type of cables except for the ones included in the project's original SOW.

Respectfully Submitted,

Peter Basily

*Peter Basily, PMP
Project Manager
Revere Control Systems, INC.*



NOTICE OF AWARD

Date of Issuance:

Owner: Village of Palm Springs Owner's Task Order No.: 227
Engineer: Eckler Engineering, Inc. Engineer's Project No.: 400-077.01
Project: SCADA System Upgrade Contract Name:
Main Water Treatment Plant

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [March 10, 2021] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

ITB #2021B-003 SCADA System Upgrade, Main Water Treatment Plant

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ 866,000 *[note if subject to unit prices, or cost-plus]*

[☐] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]* ☐ a set of the Drawings will be delivered separately from the other Contract Documents. You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [☐] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

SECTION 00520
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Revere Control Systems, Inc. ("Contractor").
Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the SCADA System Improvements/Upgrade as described by the Drawings and Specifications. Generally, the work includes minor demolition, new control panels, modification to existing control panels, new computers/network equipment, software upgrades, electrical, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **SCADA System Upgrade – Main Water Treatment Plant.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.
3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

Agreement

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract: A. For all Work other than Unit Price Work, a lump sum of: \$ 866,000.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	Not Applicable				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ N/A

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$ 866,000.00.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long

as the character and progress of the Work remain satisfactory to Owner and Engineer, the retainage will be reduced in accordance with Florida Statute 218.735; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to , inclusive).
 - 2. Performance bond (pages to , inclusive).
 - 3. Payment bond (pages to , inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).
 - 5. General Conditions (pages to , inclusive).
 - 6. Supplementary Conditions (pages to , inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: [or] the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers to , inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Indemnity

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to

Agreement

the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 Governing Law and Remedies

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 Office of the Inspector General

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09. Scrutinized Companies

Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida

Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 Public Records

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
2. Upon request from the VILLAGE's custodian of public records, 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that said 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 VILLAGE.
4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE 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 VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

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

10.11 E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:

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

- ~~1.2.~~ Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- ~~2.3.~~ Maintain copies of all subcontractor affidavits for the duration of this Agreement;
- ~~3.4.~~ Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- ~~4.5.~~ Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- ~~5.6.~~ Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

10.11 Insurance

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
(Bodily Injury and Property Damage)	

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:	
Each Person	\$500,000
Each Accident	\$1,000,000
b. Property Damage:	
Each Incident	\$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

- a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence \$1,000,000
- 5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:
 - a. Contractor's Pollution Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$1,000,000
- 6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
 - a. Village of Palm Springs

10.12 *Public Construction Bond*

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
 - (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
 - (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 - (f) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to

the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 Audit By Village

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.14 Copies of Data/Documents

A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.15 Ownership

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.16 Limitations of Liability

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.17 Enforcement Costs

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.18 Copyrights and/or Patent Rights

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 Protection of Property

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 Damage to Persons or Property

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.21 Discrimination

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.22 Construction Defects

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

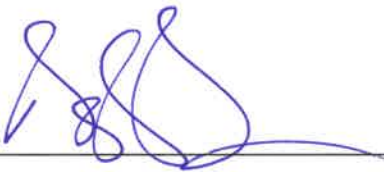
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

VILLAGE:

CONTRACTOR:

By:



By:

Title: Mayor

Title:

(Seal)

Attest:

Attest:

Title: Village Clerk

Title:

Notary Public

Agreement

Approved as
to
Form:



Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.:

(where applicable)



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Utilities

ITEM #18: Approve Amendment No. 1 - Davis Road Stormwater Improvements (Task Order #291 - Work Authorization CM-S01.1) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund - ARPA Funded) - Chen Moore & Associates, Inc.

SUMMARY: On April 8, 2021, the Village Council approved Task Order #291 with Chen Moore & Associates, Inc., for professional engineering services for the Davis Road Stormwater Improvements project located on Davis Road between Canal L-11 and 10th Avenue North.

The Public Works Department is recommending approval of Amendment No. 1 to Task Order #291 (Work Authorization CM-S01.1) for Chen Moore & Associates, Inc. to provide additional services to meet compliance and procurement of federal grants for this project. The project is currently funded through ARPA funds and the Village is looking for additional grant funding to support this project. In addition, due to funding source requirements, other permits may be required through the Army Corps of Engineers which Chen Moore is aiding the Village in obtaining.

Note: The additional federal funding being procured will only reimburse funds for work performed from the date of grant approval going forward and the project has been designed to be 100% planned and is ready to go out to bid once grant approval is obtained.

The Public Works department is recommending an amendment to Work Authorization No. CM-S01 for Task Order #291 (Amendment #1 - WA No. CM-S01.1) for the not-to-exceed amount of \$14,940. The proposed tasks and associated costs are as follows:

Item	Contract Amount
Original Contract Amount (Tasks #1-7)	\$166,747.00
Amendment #1 (Task #8)	\$14,940.00
Revised Contract Amount	\$181,687.00

If approved, the revised total engineering cost for design, bidding, and construction services for the Davis Rd Stormwater Improvements Project within Task Order #291 will be increased by **\$14,940** to \$181,687.00.

The proposed Amendment No. 1 was prepared by Chen Moore & Associates, Inc. and reviewed by the Assistant Village Manager, the Village Attorney, the Assistant Public Works Director, the Village Project Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the Davis Road Stormwater Improvements Project (Task Order No. 291) was provided within the Stormwater Enterprise Fund by way of ARPA Funding:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2023 Approved Funding - Stormwater Enterprise Fund (ARPA Funded):	\$1,600,000.00
<u>Total Approved Funding</u>	<u>\$1,600,000.00</u>

<i>Expected Project Costs:</i>	<i>Amount</i>
Project Costs - Design & Engineering - Stormwater Enterprise Fund (TO #291):	\$ 4,497.50
Projected Costs - Design & Engineering - Stormwater Enterprise Fund (TO #291):	\$ 59,931.14
<i>Total Expected Project Costs</i>	<i>\$ 64,428.64</i>

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

An internal budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the Stormwater Enterprise Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed Amendment No. 1 - Chen Moore & Associates, Inc.
2. Executed Work Authorization - Chen Moore & Associates, Inc.



VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S0 1.1 FOR CONSULTING

SERVICES TASK ORDER (PROJECT) No. 291 G/L CODE: 42338-56391

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: 471.002

PROJECT TITLE: Davis Road Stormwater Improvements – Canal Road to 10th Avenue North

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs (“VILLAGE”), and Chen Moore and Associates (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Following rainfall events, standing water conditions have been observed in the roadway, swales, yards and driveways along Davis Road and nearby roadways. The most notable example of this flooding is at the intersection of Davis Road and Jamaica Drive, but there is also a concern on Barbados Drive, Tortuga Road, Andros Road and Morgans Way.

This project will involve preparing engineering design documents for additional inlets that connect to the existing stormwater system assisting with grant application, and construction phase services. Additional improvements will include rehabilitating the existing swales and retrofitting or rehabilitating the existing outfalls to Lake Worth Drainage District (LWDD) L-11 Canal. The limits of the project are Jamaica Drive to the north, the L-11 Canal to the south, Morgans Way to the west and Andros Road the east.

II. SCOPE OF SERVICES

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

TASK 8 – GRANT COMPLIANCE SERVICES

The CONSULTANT will provide grant compliance support to facilitate the funding effort for the project. The CONSULTANT will assist with grant application update as part of the 90% and 100% submittal. This work includes cost segregation not previously in the scope

of work as required by the grant, a detailed scope of work – phase ii, estimate of damage report, and assistance with fltech unit ddf forms, from the grant agency. The consultant will also help with future request for information from the grant agency.

III. **DELIVERABLES**

Task 8 – Requested forms (digital copies)

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 8 – Grant Compliance Services	As part of current project	NA

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$14,940 as outlined in Table 2.

**Table 2
Budget Summary**

Description	Total
Task 8 – Grant Compliance Services	\$14,940
TOTAL	\$14,940

VI. **ASSUMPTIONS**

- *It is assumed that the VILLAGE will provide payment for the LWDD permit fees.*
- *It is assumed that since there is no change in impervious area or outfall size/type that no permitting will be required from SFWMD.*
- *It is assumed that no additional building department, right of way or other types of permits will be required.*
- *It is assumed that no water or sewer design or construction will be necessary.*
- *It is assumed that the construction duration will be 180 days with only 120 being heavy civil work that requires daily inspections.*
- *It is assumed that daily inspections will be limited to 3 hours per day by a combination of the Construction Specialist and the Project Manager.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By: 

Print Name: David Cowan Jr.

Title: Senior Engineer

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT A - FEE PROPOSAL

Village of Palm Springs - Davis Road Stormwater Improvements - Canal Road to 10th Avenue North: Additional Services

Chen Moore and Associates Project # P21.471.02

	Subconsultant		Professional Staffing							Total	
	Costs	Senior Const	Senior Spec	CAD Technician	Senior Designer	Associate Engineer	Project Engineer	Senior Project Manager	Project Director		Principal
Hourly Rate		\$125.00		\$90.00	\$120.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00	
TASK 8 – GRANT COMPLIANCE SERVICES											
8.1 Grant Services Phase 1							8	16			\$3,440
8.2 Grant Detailed Scope of Work							2	4			\$860
8.3 Estimate of Damage Report							24	8			\$4,120
8.4 DDF Forms							12	4			\$2,060
8.5 Respond to RFI Grant Agency							32	4			\$4,460
Task 8 Total	\$0	\$0	\$0	\$0	\$0	\$0	\$5,520	\$4,960	\$0	\$0	\$14,940

TASK 8 – GRANT COMPLIANCE SERVICES	Total per Task
TOTAL	\$14,940
	\$14,940



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: April 8, 2021

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S01 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 291 G/L CODE: 42338-56391

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: 471.002

PROJECT TITLE: Davis Road Stormwater Improvements – Canal Road to 10th Avenue North

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs ("VILLAGE"), and Chen Moore and Associates ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Following rainfall events, standing water conditions have been observed in the roadway, swales, yards and driveways along Davis Road and nearby roadways. The most notable example of this flooding is at the intersection of Davis Road and Jamaica Drive, but there is also a concern on Barbados Drive, Tortuga Road, Andros Road and Morgans Way.

This project will involve preparing engineering design documents for additional inlets that connect to the existing stormwater system. Additional improvements will include rehabilitating the existing swales and retrofitting or rehabilitating the existing outfalls to Lake Worth Drainage District (LWDD) L-11 Canal and the lake in Sago Palm Park to the east. The limits of the project are Jamaica Drive to the north, the L-11 Canal to the south, Barbados Drive to the west and Andros Road the east.

II. SCOPE OF SERVICES

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

TASK 1 – DATA COLLECTION

Prior to engaging in detailed design, the CONSULTANT will perform field investigations of site conditions including detailed boundary and topographic survey, geotechnical investigations, and subsurface utility engineering. The data collection task will also include an effort by the CONSULTANT to contact existing utility owners to determine the size and location of any potential utility conflicts. The CONSULTANT will also perform an initial

site visit to examine existing conditions and determine potential conflicts.

For the boundary and topographic survey, the sub-consultant ENGENUITY will provide right of way limits, spot elevations at a 50-ft grid, location and elevation of edge of pavement for roadway, sidewalk and private driveways at regular intervals, location, size, depth and invert of sanitary and stormwater infrastructure, location and description of all above ground features, including fire hydrants, mailboxes and signs.

For the geotechnical evaluation, the subconsultant H2R will perform two (2) pavement cores and two (2) standard penetration test (SPT) borings to a depth of 10-ft. A geotechnical report will be provided that will document the findings and provide infiltration rates, recommendations for bedding and backfill, and recommendations for restoration.

For the subsurface utility engineering investigation, the subconsultant Ritzel-Mason will perform up to five (5) test holes to identify the size, material, location and depth of existing utilities as identified by the CONSULTANT for potential conflicts with the proposed stormwater infrastructure.

Once the CONSULTANT has reviewed all available record drawings and field investigation documentation, a technical memorandum will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss any changes to the proposed improvements from the 2018 conceptual design associated with the Stormwater Master Plan.

TASK 2 – 60% DESIGN

Once Task 1 is completed, the CONSULTANT will prepare 60% design plans and related contract documents. It is assumed that for locations where new stormwater infrastructure is constructed, the 60% drawings will include plan and profile views on each sheet. For locations where the improvements are limited to swale rehabilitation, only the plan view will be shown. Below is a description of the proposed sheets for the 60% submittal.

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN & PROFILE (6 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. DETAILS (3 sheets)

The 60% design submittal will also include table of contents for technical specifications and an estimate of probable construction cost. A meeting will be held with VILLAGE staff to review the 60% design deliverable and discuss revisions that may be necessary for the plans, technical specifications or cost estimate.

TASK 3 – 90% DESIGN

Once the Village Staff review of the 60% submittal is complete, the CONSULTANT will make revisions and prepare 90% design plans and related contract documents. Below is a

description of the proposed sheets for the 90% submittal.

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN & PROFILE (6 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. DETAILS (3 sheets)

The 90% design submittal will also include draft technical specifications and an updated estimate of probable construction cost. A meeting will be held with VILLAGE staff to review the 90% design deliverable and discuss revisions that may be necessary to prepare the final plans, technical specifications and cost estimate.

TASK 4 – 100% DESIGN

Once the Village Staff review of the 90% submittal is complete, the CONSULTANT will prepare final 100% design plans and biddable contract documents. Below is a description of the proposed sheets for the final submittal.

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN & PROFILE (6 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. DETAILS (3 sheets)

The 100% design submittal will also include revised technical specifications and an updated estimate of probable construction cost. The final submittal will include a review of the standard contract documents from the VILLAGE and a Bid Form to be used for bidding.

TASK 5 – HYDROLOGIC / HYDRAULIC MODELING AND PERMITTING

In order to support permitting efforts and to ensure pipes are sized efficiently with respect to cost and conveyance, a hydrologic and hydraulic model will be prepared using the AutoDesk Storm and Sanitary Analysis (SSA) tool. This will also allow for calculation of peak flow discharges to downstream water bodies which may be required for permitting of the proposed improvements.

Once the 60% plans have been completed a pre-application meeting will be scheduled with the LWDD to review the potential changes to the L-11 Canal outfalls. After the 90% plans have been completed, a draft permit application will be submitted to LWDD. The CONSULTANT will coordinate responses to questions from the permit reviewers and procure the permit prior to finalizing the 100% submittal.

TASK 6 – BID AND AWARD

The CONSULTANT will provide support for the Bid and Award process to the VILLAGE.

The CONSULTANT will prepare an agenda and host a Pre-Bid Meeting to introduce Contractors to the project and discuss key elements of the work. For the purposes of estimating the level of effort, the CONSULTANT will prepare up to two (2) addenda and provide responses to as many as twenty (20) bidder questions, if necessary. Once the bids are received, the CONSULTANT will provide a formal review of the bid submittals and prepare a recommendation to award letter.

TASK 7 – CONSTRUCTION SERVICES

The CONSULTANT will provide construction administration support and field inspections to facilitate the construction effort for the project. The CONSULTANT will facilitate a Pre-Construction Meeting with the selected contractor and will review up to 25 construction submittals and 10 Requests For Information (RFI). The CONSULTANT will coordinate progress meetings every two (2) weeks throughout the construction duration and will provide 10 hours a week of routine progress inspections during the field-oriented construction effort. Daily reports will be prepared to document each day of field inspection. The CONSULTANT will provide a review of each pay application from the Contractor and will facilitate the substantial and final completion walk-through. For the purposes of estimating the level of effort, it is assumed that the construction schedule will be approximately 6 months with 2 months of that time being administrative and 4 months being field work.

III. DELIVERABLES

- Task 1 – Data Collection Memorandum (2 hard copies Letter/Tabloid & 1 digital copy)
- Task 2 – 60% Design (2 hard copies: Plans = 11”x17” & 1 digital copy)
- Task 3 – 90% Design (2 hard copies: Plans = 11”x17” & 1 digital copy)
- Task 4 – 100% Design (2 hard copies: Plans = 11”x17” & 1 digital copy)

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 1 – Data Collection	60	60
Task 2 – 60% Design	60	120
Task 3 – 90% Design	45	165
Task 4 – 100% Design	30	195
Task 5 – Permitting	75	195
Task 6 – Bid and Award	60	255
Task 7 – Construction	180	435

* The schedule is based upon conducting a review meeting within 14 calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within 14 calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$166,747 as outlined in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
Task 1 – Data Collection	\$50,037
Task 2 – 60% Design	\$26,385
Task 3 – 90% Design	\$18,145
Task 4 – 100% Design	\$11,200
Task 5 – Hydrologic/Hydraulic Modeling and Permitting	\$17,910
Task 6 – Bid and Award	\$2,840
Task 7 – Construction Services	\$40,230
TOTAL	\$166,747

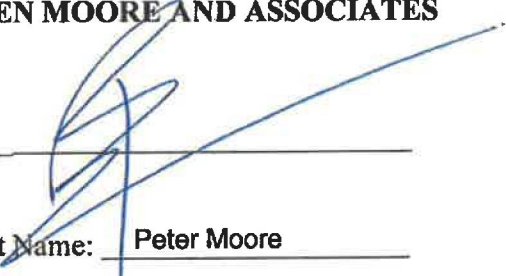
VI. **ASSUMPTIONS**

- *It is assumed that the VILLAGE will provide payment for the LWDD permit fees.*
- *It is assumed that since there is no change in impervious area or outfall size/type that no permitting will be required from SFWMD.*
- *It is assumed that no additional building department, right of way or other types of permits will be required.*
- *It is assumed that no water or sewer design or construction will be necessary.*
- *It is assumed that the construction duration will be 180 days with only 120 being heavy civil work that requires daily inspections.*
- *It is assumed that daily inspections will be limited to 3 hours per day by a combination of the Construction Specialist and the Project Manager.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

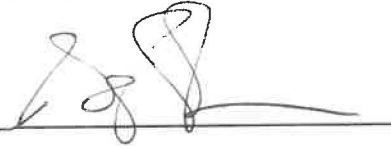
CHEN MOORE AND ASSOCIATES

By: 

Print Name: Peter Moore

Title: President

VILLAGE OF PALM SPRINGS

By: 

Date: April 8, 2021

Village Attorney's Office

Approved as to form and legality

By: 

(Required if over \$25,000)

ATTACHMENT A - FEE PROPOSAL

Village of Palm Springs - Davis Road Stormwater Improvements - Canal Road to 10th Avenue North

Chen Moore and Associates Project # P21.471.02

Hourly Rate	Subconsultant Costs	Professional Staffing								Total
		Senior Const Spec	Senior CAD Technician	Senior Designer	Associate Engineer	Project Engineer	Senior Project Manager	Project Director	Principal	
		\$125.00	\$90.00	\$120.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00	
TASK 1 – FIELD INVESTIGATION AND COORDINATION										
1.1 Survey Collection & Coordination	\$27,612				8		2			\$28,722
1.2 Subsurface Utility Engineering & Investigation	\$2,460				12		2			\$3,970
1.3 Geotechnical Evaluation & Coordination	\$9,525				4		2			\$10,235
1.4 Site Visit					8		4			\$1,420
1.5 Field Investigation Tech Memo / Conceptual Diagram					24		12	2		\$4,620
1.6 Progress Meeting					4		2	2		\$1,070
Task 1 Total	\$39,597	\$0	\$0	\$0	\$6,000	\$0	\$3,720	\$720	\$0	\$50,037
TASK 2 – 60% DESIGN										
2.1 Cover Sheet			2		4		1			\$735
2.2 General Notes			2		8		4	1		\$1,780
2.3 Key Sheet / Survey Control			2		8		2			\$1,290
2.4 Paving, Grading and Drainage Plan/Profile (6 sheets)			16	8	36		18	6		\$9,870
2.5 Paving, Grading and Drainage Plan Only (6 sheets)			12		24		16	4		\$6,680
2.6 Details (3 sheets)			8		12		8	1		\$3,340
2.7 Technical Specifications Table of Contents					4		2			\$710
2.8 Cost Estimate					6		2			\$910
2.9 Progress Meeting					4		2	2		\$1,070
Task 2 Total	\$0	\$0	\$3,780	\$960	\$10,600	\$0	\$8,525	\$2,520	\$0	\$26,385
TASK 3 – 90% DESIGN										
3.1 Cover Sheet			1		2		1			\$445
3.2 General Notes			1		4		2	1		\$980
3.3 Key Sheet / Survey Control					2		1			\$355
3.4 Paving, Grading and Drainage Plan/Profile (6 sheets)			8	6	16		12	4		\$5,620
3.5 Paving, Grading and Drainage Plan Only (6 sheets)			6		12		8	2		\$3,340
3.6 Details (3 sheets)			4		8		4	1		\$1,960
3.7 Technical Specifications					16		12	2		\$3,820
3.8 Cost Estimate					4		1			\$555
3.9 Progress Meeting					4		2	2		\$1,070
Task 3 Total	\$0	\$0	\$1,800	\$720	\$6,800	\$0	\$6,665	\$2,160	\$0	\$18,145
TASK 4 – 100% DESIGN										
4.1 Cover Sheet					1					\$100
4.2 General Notes					2		1			\$355
4.3 Key Sheet / Survey Control					1					\$100
4.4 Paving, Grading and Drainage Plan/Profile (6 sheets)			6		8		6	2		\$2,630
4.5 Paving, Grading and Drainage Plan Only (6 sheets)			4		6		4	1		\$1,760
4.6 Details (3 sheets)			2		4		2	1		\$1,070
4.7 Technical Specifications					6		4	1		\$1,400
4.8 Cost Estimate					2		1			\$355
4.9 Bid Form Preparation and Front End Review					4		8	4		\$2,360
4.10 Progress Meeting					4		2	2		\$1,070
Task 4A Total	\$0	\$0	\$1,080	\$0	\$3,800	\$0	\$4,340	\$1,980	\$0	\$11,200
TASK 5 – HYDROLOGIC/HYDRAULIC MODELING AND PERMITTING										
5.1 Develop and Simulate H&H Model in Autodesk SSA					40		32	8		\$10,400
5.2 LWDD - Pre-Application Meeting					4		2	2		\$1,070
5.3 LWDD - Submit Application					16		12	2		\$3,820
5.4 LWDD - Respond to Questions					12		8	1		\$2,620
Task 5 Total	\$0	\$0	\$0	\$0	\$7,200	\$0	\$8,370	\$2,340	\$0	\$17,910
TASK 6 – BID AND AWARD										
6.1 Pre-Bid Meeting					4		2			\$710
6.2 Respond to Questions/Addendums					8		4			\$1,420
6.3 Bid Analysis					4		2			\$710
Task 6 Total	\$0	\$0	\$0	\$0	\$1,600	\$0	\$1,240	\$0	\$0	\$2,840
TASK 7 – CONSTRUCTION SERVICES										
7.1 Pre-Construction Meeting		2			2		4			\$1,070
7.2 Review Submittals					24		12			\$4,260
7.3 Respond to RFIs					20		10			\$3,550
7.4 Attend Progress Meetings (12)		12					24			\$5,220
7.5 Review Pay Applications (6)		12					8			\$2,740
7.6 Routine Progress Inspections		128					32			\$20,960
7.7 Substantial Completion		8					4			\$1,620
7.8 Final Completion		4					2			\$810
Task 7 Total	\$20,750	\$0	\$0	\$0	\$4,600	\$0	\$14,880	\$0	\$0	\$40,230

	Subconsultant Costs	Professional Staffing							Total
		Senior Const Spec	Senior CAD Technician	Senior Designer	Associate Engineer	Project Engineer	Senior Project Manager	Project Director	
Hourly Rate		\$125.00	\$90.00	\$120.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00
		Total per Task							
TASK 1 – FIELD INVESTIGATION AND COORDINATION				\$50,037					
TASK 2 – 60% DESIGN				\$26,385					
TASK 3 – 90% DESIGN				\$18,145					
TASK 4 – 100% DESIGN				\$11,200					
TASK 5 – HYDROLOGIC/HYDRAULIC MODELING AND PERMITTING				\$17,910					
TASK 6 – BID AND AWARD				\$2,840					
TASK 7 – CONSTRUCTION SERVICES				\$40,230					
TOTAL				\$166,747					

January 20, 2021

Brent Whitfield, P.E.
Director of Water Resources Senior Engineer
Chen Moore and Associates
500 Australian Ave. South, #850
West Palm Beach, FL
(Via email: bwhitfield@chemoore.com)

**Re: Professional Surveying Services
Davis Rd, Canal Rd to 10th Ave Drainage Survey
Palm Springs, Florida
Engenuity Group Project No. 21004.01**

Dear Mr. Whitfield:

We are pleased to offer this proposal to render Professional Surveying services in connection with the above referenced project (hereinafter called the 'Project').

Engenuity Group, Inc. will prepare a Topographic Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of the project site as outlined below and as identified on the attached graphic in **red**.

- Barbados Drive from Jamaica Drive to Morgans Way (850 LF)
- Tortuga Road from Jamaica Drive to Morgans Way (850 LF)
- Davis Road from Jamaica Drive to Canal (1,200 LF)
- Andros Road from Jamaica Drive to Morgans Way (850 LF)
- Jamaica Drive from Barbados Drive to Andros Road (790 LF)
- Morgans Way from Barbados Drive to Andros Road (790 LF)

See the attached **Designated Scope of Services** for a list of items to be included on the Survey.

Total Fee: \$27,612.00

The final deliverable will be four (4) signed and sealed copies of the Topographic Survey which can be provided within forty-five (45) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

2021 01-20 Proposal
Project No. 21004.01
Page 1 of 3

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



Jennifer Malin, P. E.
Director of Surveying

Approved by,



Andre Rayman, P.S.M.
President

Authorization: Professional Surveying Services
Davis Rd, Canal Rd to 10th Ave Drainage Survey
Palm Springs, Florida
Engenuity Group Project No. 21004.01

By: _____ **Date:** _____
(Name & Title)

For: _____
(Name of Company)

Contract Amount: \$27,612.00

I am ____ I am not_The Owner of the Property

The Property Owner Is: _____

Address: _____

Email: _____

Telephone: _____

Fax: _____

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC SURVEY
NAME: DAVIS RD, CANAL RD TO 10TH AVE DRAINAGE SURVEY
ENGENUITY PROJECT NO. 21004.01 DATE: 1/20/2021

TASK:	Included in Contract (Yes/No)
Topographical Survey	
Minimum of two permanent benchmarks on site; description and elevation to nearest .01'.	Yes
Contours at 1 foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 50 foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location of water mains, and other utilities on the property based on as-built information supplied by utility companies and as marked in the field.	No
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	Yes
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	Yes
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
Other (specify): 1. Datum will be National American Vertical Datum 1988 (NAVD 88) 2. SUE locates are not a part of this survey 3. Survey will be from right-of-way to right-of-way plus 10 feet. 4. Finished floor elevations of the building and garages will be obtained.	

Graphic





January 17, 2021

Brent Whitfield, PE
Chen Moore and Associates
500 S. Australian Avenue #850
West Palm Beach, Florida 33401

Ritzel-Mason, Inc.

5119 Beechwood Road
Delray Beach, FL 33484

Phone: 786.472.0358

www.ritzel-mason.com

Subject: Fee Proposal for Utility Investigation Services

Project: Village of Palm Springs – Drainage Design

Dear Mr. Whitfield:

Ritzel-Mason appreciates the opportunity to prepare this fee proposal for providing subsurface utility engineering (SUE) services on the above referenced project. Ritzel-Mason is registered and licensed in the state of Florida. This letter will serve as our official scope of services and is accompanied by the included fee estimate. The combination of our resources and experience will provide Chen Moore and Associates (the Client) with the confidence that Ritzel-Mason is the right choice to complete the project on time and on budget. Ritzel-Mason has been requested by the Client to provide utility designating and locating services to verify the horizontal and vertical positions of existing utilities.

Project Limits: The limits of our investigation will include five (5) test holes in various neighborhood streets within the Village of Palm Springs, Florida.

Scope of Services: Ritzel-Mason will complete a SUE investigation in general accordance with ASCE Standard 38-02: Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. Ritzel-Mason will search for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:

- A. Records Research through customary means:
 - a. Identify utilities anticipated to exist in the project limits.
 - b. Document responses and compile record information.
- B. Field Investigation using appropriate surface geophysical techniques:
 - a. Documented conductive utilities – designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.



- b. Documented non-conductive utilities – investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D.
 - c. Undocumented utilities – are those utilities that may exist in the project area that have not been previously identified, are not discovered during records research, and for which there is no prior knowledge. Ritzel will use our standard search protocol in an attempt to determine the existence and approximate location of undocumented utilities; however, this work cannot guarantee that all utilities will be found and depicted.
 - C. Quality Level exceptions – the following utilities will be investigated with the objective of achieving the specific Quality Level stated:
 - a. Gravity sanitary sewers – Quality Level C.
 - b. Non-conductive utilities with ready access allowing sonde, metal tape or detection rod insertion and tracking – Quality Level B.
 - c. Subaqueous crossings – Quality Level D.
 - D. Exclusions – the following utilities and/or components will not be investigated:
 - a. Storm sewers and drains.
 - b. Utility vault or manhole interiors
 - c. Service lines
 - d. Traffic control loops
 - e. Street light and signage wiring
 - f. Irrigation lines
 - g. Cathodic protection
 - h. Thrust blocks.
 - i. Septic systems.
 - j. Underground storage tanks, piping and wiring.
 - k. Overhead utilities
 - E. Vacuum Excavation – Test holes
 - a. Ritzel-Mason proposes to use vacuum excavation equipment to perform **5 test holes** at locations as directed by the client. Vacuum excavation methods will enable Ritzel-Mason to visualize the utility in question for a high degree of certainty. Ritzel-Mason will make every effort to vacuum excavate to a depth of eight (8) feet using high pressure air methods. However, vacuum excavation will cease when these methods are unable to progress below refusal, such as bedrock or flowable fill. Ritzel-Mason will not employ destructive methods, such as jackhammers or chipping hammers, to break up bedrock or other refusal within a test hole due the high risk of damage to buried utilities and safety risk to employees. Utilities deeper than 8 feet may not be found.
 - b. At the completion of each excavation Ritzel-Mason will place an iron rod and cap or a nail and disk at the test hole location and further identify the test hole location with paint marks on the ground surface. We will backfill with native material and compact the soil in 6"-12" lifts as well as provide a permanent restoration of the pavement or ground surface within the limits of the original excavation. We will record maximum depth of the test hole as well as vertical depth of any utility encountered. If



a utility is encountered, we will also provide utility type, size, shape, material and orientation to the extent we are able to ascertain this information

- c. Ritzel-Mason will notify Sunshine 811 2 full business days in advance of excavation. Ritzel-Mason will mark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar (GPR).
- d. Due to mobilization costs a minimum of 4 test holes can be requested or mobilization costs will be charged.
- e. Ritzel-Mason cannot provide vacuum excavation in areas where obstructions, such as unmovable vehicles or storage exist.

Survey: Ritzel-Mason will provide a **Specific Purpose Survey** to include the following:

The survey will be exclusively focused on providing utilities found during the utility designating and vacuum excavation processes by Ritzel-Mason. Horizontal coordinates will be based on the North American Datum of 1983 (NAD83), adjustment 2011 based on the Trimble VRS, State Plane Coordinate System Florida East (0901), unless otherwise directed by the Client. Total station methods will be utilized in areas that GPS signals are obstructed. Excavated utilities' vertical data will be based on North American Vertical Datum 1988 (NAVD88), unless otherwise directed by the Client.

Basis and Assumptions: Unless specifically stated otherwise in the Scope of Services, this proposal is conditioned on the following. Differences may result in necessary changes to the proposed scope and fee.

- Ritzel-Mason will have ready access to the project area. Construction or clearing activities required for access to perform field services are not included.
- Standard Maintenance of Traffic (MOT), lane closure and flagman MOT is included. Extraordinary MOT such as crash trucks, off-duty police officer and other efforts deemed atypical are not included.
- Field work can be completed within normally accepted business hours and without the need for overnight or weekend work.
- Possible delays due to weather conditions will be discussed with the client and may affect schedule. Hazardous material, if encountered, will immediately stop work and Ritzel-Mason will not be responsible for any disposal.
- Confined space entry is excluded.
- Entry onto private property beyond incidental, or where prohibited, is not included.
- Entry into buildings is not included.
- Permits are not included but can be requested if needed.

Client Responsibilities:

- Participate in permit applications as needed.
- Provide all available records depicting owned utilities in the project area.
- Assist Ritzel-Mason as able in obtaining records of utilities in the project area owned by others.
- Provide or facilitate access to project area for field investigations.



Deliverables:

- Paint marks and flags will depict the approximate horizontal position of underground utilities detected
- Test data sheet reports
- DWG and PDF Specific Purpose Survey

Schedule:

We propose to mobilize for this work 5 business days from receipt of this proposal duly signed and barring any unforeseen condition.

Fees:

Utility Designating Services as described above for a lump sum fee of **\$375**. Designating will be performed only at the proposed test hole location prior to excavation.

Vacuum Excavation Services as described above for a not-to-exceed fee of **\$1,695** for a maximum of 5 test holes (\$339 each).

Specific Purpose Survey CADD Services as described above for a lump sum fee of **\$390**.

Invoices: All invoices are due and **payable in full 30 days of Chen Moore and Associates receiving payment from their Client**. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. CAD file (if part of deliverables) will not be released until invoice is paid in full. If payment is not received within 35 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1½ percent per month on the outstanding balance. If payment is not received within 60 days of the invoice date, Surveyor may terminate this agreement or suspend work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorney fees up to 50% and all costs and expenses incurred by Ritzel-Mason in the collection of any past due obligation of the undersigned pursuant hereto.

Basis: The fees listed above are based on Ritzel-Mason's crews being able to work during the hours of 7:00am to 6:00pm and being granted access to the site. Nighttime or weekend work may incur additional fees. Nighttime work shall be any time outside of regular work hours being 7:00am to 6:00pm. Ritzel-Mason is equipped to supply minor MOT services. The client will be responsible for providing major MOT assistance, such as lane or runway closures. Ritzel-Mason's field crews and equipment are not equipped or prepared to work in any area that possibly are, or may have been, contaminated with hazardous materials at any time. Any fee or permit requested in order to perform the work will be submitted to the client at cost.

Village of Palm Springs – Drainage Design

January 17, 2021



Again, we appreciate the opportunity to provide our surveying services for Chen Moore and Associates. Please call me directly at 786.472.0358, if you have any questions or comments. We look forward to beginning work on this project upon receiving your authorization to proceed.

Sincerely,

Dennis Ritzel, PSM
Director of Business Operations
786.472.0358

Email: dennis@ritzel-mason.com

Date Accepted:	
Company:	
Signature:	
Title:	



January 20, 2020

January 25, 2021 revised

Chen Moore and Associates
500 Australian Ave. South, #850
West Palm Beach, Florida 33401
(561) 746-6900

Attention: Mr. Brent Whitfield, P.E.
bwhitfield@chenmoore.com

Subject: Proposal – Geotechnical Services
Drainage and Pavement Improvements – Village of Palm Springs
Palm Springs, FL
H2R Proposal No: 210119.012

Dear Mr. Whitfield:

H2R Corp. (H2R) appreciates the opportunity to submit this proposal to provide Geotechnical Services for the subject project. This proposal is based on the information provided to us during the email conversation and our understanding of the project. The proposal has been revised to include the exfiltration tests in the scope of services. The sections below summarize the approach and the scope of services that H2R will provide.

SCOPE OF SERVICES

Drilling and Coring

H2R will perform the following tasks:

- Two (2) pavement cores with base depth check. One at the intersection of Davis Rd and Jamaica Dr and one at midway Barbados Dr.
- Two (2) 10-foot standard penetration test (SPT) borings (same location as pavement cores). SPT borings will be performed in general accordance with ASTM D1586, at continuous sampling from 0 to 10 feet.
- Two (2) exfiltration test after completion of SPT, on the same hole.
- Close the holes using the approved methods. It is understood that there are no site restrictions for these activities.

- Patch the pavement using cold asphalt patch.
- Transport the collected soil samples to our Pompano Beach based facility for further laboratory testing.
- Utility location – see more details in Site Access section
- Obtain the necessary permits necessary for the field work.
- Coordinate with third party for the maintenance of traffic.

Laboratory testing

H2R will perform the following laboratory tests on the collected samples for classification of the soil and further engineering analysis:

- Particle Size Analysis (AASHTO T 88) (No Hydrometer)
- Materials Finer than 200 Sieve (FM 1-T011)
- If necessary, the following tests will also be performed on the selected soil samples:
 - Plastic Limit & Plasticity Index (AASHTO T 90)
 - Liquid Limit (AASHTO T 89)
 - Organic Content (FM 1 T-267)

Report

H2R will provide an electronic copy of geotechnical report signed and sealed by the professional engineer registered in the State of Florida. The geotechnical report will include:

- Summary of the geotechnical subsurface exploration.
- Site vicinity map and site plan with boring locations.
- Description of field and laboratory services.
- Result of the field and laboratory tests.
- Result of the exfiltration tests.
- Boring logs for the SPT borings.
- Pavement evaluation report
- Recommendations for site preparation.

Site Access

Items to be provided by the client include the exploration and an awareness and/or location of any subsurface utilities existing in the area. Also, if there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to our commencing fieldwork. We will contact Sunshine State One-Call of Florida (SSOCOF) regarding location of utility lines at the project site. H2R will be responsible to the extent that we will not drill in an area where utilities have been properly located and marked. H2R is not responsible to the extent of any loss, damage, or injury caused by the failure to locate a utility properly or inaccurate and/or incomplete information provided by others.

COMPENSATION

H2R proposes to provide the scope of work outlined above for an estimated fee of **\$9,525.13**. The total will not exceed this amount without prior authorization from the client. The detailed breakdown of the cost is attached with this proposal.

Services are anticipated to be initiated upon receipt of a written notice to proceed with field work to commence as soon as the utility locate ticket is processed. The geotechnical report will be provided within two weeks of completion of field work.

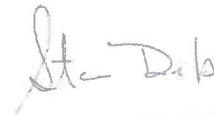
We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

In Gratitude,

H2R CORP



Roshan Poudel, P.E.
Staff Geotechnical Engineer



Yves-Stanley Delmas, P.E.
Geotechnical Engineer

Exhibit A - Cost Proposal

CODE	ITEMS	Unit Price	Unit	Quantity	Total
-	Subsurface Exploration <i>Includes two (2) 10-foot borings, two (2) pavement cores, the rig, 2-man crew, support truck, water trailer, all consumables, etc.</i>	-	LS	-	\$2,200.00
-	Project management, Site recon, Utility clearance, and Mobilization	-	LS	-	\$1,200.00
-	Geotechnical and Pavement Evaluation Report	-	LS	-	\$2,500.00
-	Exfiltration Test	\$600.00	Each	2	\$1,200.00
	Sub-Total				\$7,100.00
	SOILS LABORATORY TESTING				
812	Soils Materials Finer than 200 Sieve (FM 1-T011)	\$48.51	Test	4	\$194.05
822	Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	\$74.91	Test	2	\$149.83
811	Soils Liquid Limit (AASHTO T 89) *	\$62.50	Test	1	\$62.50
826	Soils Plastic Limit & Plasticity Index (AASHTO T 90) *	\$56.25	Test	1	\$56.25
819	Soils Organic Content Ignition (FM 1 T-267) *	\$62.50	Test	1	\$62.50
	Sub-Total				\$525.13
	THIRD PARTY**				
	County permit fee	\$500.00	Each	1	\$500.00
	Maintenance of traffic	\$1,400.00	Each	1	\$1,400.00
	Sub-Total				\$1,900.00
	Total				\$9,525.13

**if necessary*

***estimated, actual amount will vary and billed accordingly*



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Utilities

ITEM #19: Change Order No. 1 – Pump Station SCADA Upgrades (Task Order No. 284) – Utilities Department (FY 2023 Budget Funded – Water & Sewer Enterprise Fund) - Eckler Engineering, Inc.

SUMMARY: On March 10, 2022, the Village Council approved Task Order No. 284 with Eckler Engineering, Inc. for Pump Station SCADA Upgrades for the amount of \$400,700.00.

Due to supply chain issues and material shortages caused by COVID-19, a delay in the required generator receptacle components resulted in the shipping of the components after the original contract completion date of March 8, 2023.

The Village's contracted engineer, Eckler Engineering, Inc., and the utility department are requesting an amendment to the contract for Task Order No. 284 (Change Order No. 1) of \$0.00 and 89 days for the additional services.

FISCAL IMPACT:

<u>Item</u>	<u>Contract Amount</u>
Original Contract Amount	\$400,700
Original Contract Time	300 days
CO No. 1	89 days
Revised Contract Amount/Time	389 days

If approved, the total days of the Pump Station SCADA Upgrades within Task Order No. 284 will increase to 389 days.

Funding to Support the Pump Station SCADA Upgrades (Task Order No. 284) was provided by the Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Eckler Engineering, Inc.'s Change Order Request - No. 1
2. Eckler Engineering, Inc.'s Time Extension Request

Change Order No. 1

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 284

Contractor: Engineer Service Corporation

Contractor's Project No.: --

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-084.01/03

Project: Pump Station SCADA Upgrades

Contract Name: Pump Station SCADA Upgrades

The Contract is modified as follows upon execution of this Change Order:

Description: Contract time extension resulting from manufacturer delivery delays of generator receptacle components, per attached,

Attachments: Letter from Engineer Service Corporation dated January 18, 2023 with attachments.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>400,700.00</u>	Original Contract Times: Substantial Completion: <u>300 days (February 6, 2023)</u> Ready for Final Payment: <u>330 days (March 8, 2023)</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>400,700.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>300 days</u> Ready for Final Payment: <u>330 days</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>89 days</u> Ready for Final Payment: <u>90 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>400,700.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>389 days (May 5, 2023)</u> Ready for Final Payment: <u>420 days (June 5, 2023)</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Project Manager
Date: 1-27-2023

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title _____
Date _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: President
Date: 1/30/2023

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____



ENGINEER SERVICE CORPORATION

P.O. Box 23511
Jacksonville, Florida 32241
Phone (904) 268-0482 • Fax (904) 268-3490
www.escscada.com

January 18, 2023

Doug Hammann, P.E.
Project Team Leader
SCADA Upgrade Project Village of Palm Springs

RE: Request for Contract Extension for Contract # 2022B-003, Project 400-084.01

Doug,

Engineer Service Corporation would like to request a contract extension due to extended delays in the manufacture and delivery of a critical component (i.e., generator receptacles) for the new control panels and the subsequent postponement of the panels' installation. I have attached a projected delivery schedule showing the estimated shipping date of 17 Feb 2023. We request the substantial completion date of 5 May 2023 with a final completion date of 5 June 2023.

If you have any questions or require additional information, please don't hesitate to give us a call 904-268-0482.

Thank you,

Kelly Atkins



RUSSELLSTOLL

ABB's Russellstoll product line was placed on 'hold' status due to an administrative issue with an approval agency.

We are currently working through this issue, which is expected to be resolved in about 3 weeks (~10/14/22), after which we will then re-activate the product line and receive and ship orders.

John Archer
Sr. Product Manager
Fastening
Connectivity & Grounding
ABB

Customer Account: 01248905

Customer Name: CITY ELEC SY #09
MANDARIN , JACKSONVILLE , FL

Ship To:

CITY ELEC SY #09 MANDARIN
11733 PHILLIPS HWY
JACKSONVILLE , FL 32256

Purchase Order

MAN/071628

Order Entry Date

05/11/22 at 01:30 PM
(WEB)

Total Lines: 2

Sales Order

35340133

Status Print Date

01/17/23 at 04:47 PM

* Please review any order notations at the end of the lines.

Line	Catalog Number UPC Number/CPN Description	Order Qty	Open Qty	Alloc Qty	Ship Qty	Expected Ship Date	PCR
1	JAAB10	3	0	0	3	05/20/2022	NO
	70891718605					(Shipped)	
	100A,ADPT,JL,30 DEGREE						
2	JRS1044FR	3	3	0	0	02/17/23	NO
	70891718443						
	100A,REC,4P4W,JL,600V,REV,SC						

» Orders will be shipped and invoiced at ABB quantities and prices shown. Contact your CSR immediately with any questions/corrections.

Price Comparison Resolution (PCR) Code Descriptions:

NO - NO CUSTOMER PRICE WAS PROVIDED FOR THIS ORDER AT ENTRY TIME

Additional Order Information

» **Invoice Terms:** 1% 10TH PROX, NET 25TH FOLLOWING INVOICE DATE

» **Shipping Terms:** FCA ABB PLACE OF ORIGIN

» **STORE/BRANCH NUMBER** 09



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Utilities

ITEM #20: Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Storm Water Utility Systems – Piggyback – Utilities Department (FY 2023 – Water & Sewer Enterprise Fund) – Madsen-Barr Corporation

SUMMARY: The Utilities Department, throughout the year, needs to seek the services of a qualified Contractor for general services and emergency repairs made to the Village's Water Distribution, Wastewater Collection, and Stormwater Systems on an "as-needed basis." The scope consists of emergency repairs of various sizes and material pipes for water distribution lines, gravity sewer mains, sewer force mains, stormwater conveyances, and concrete structures for wastewater and stormwater systems; the setup and monitoring of bypass pumping, dewatering systems; and restoration related to landscaping, asphaltting and concrete work required as needed. The work will be done at various locations throughout the Village and extended service areas.

To ensure the lowest possible price, the staff recommended the Village piggyback the City of Boynton Beach's current contract and awarded Madsen-Barr Corp. This selection by the City of Boynton Beach was completed through a competitive selection process – Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Storm Water Utility Systems Bid No. 019-2821-19/IT – May 7, 2019.

If approved, the Village would accept Madsen-Barr Corporation's contract, including, all terms, conditions, and pricing. The term of the proposed Agreement would expire on May 7, 2024, and may not be renewed. Therefore, the Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of the contract.

The Village's Purchasing Code, Section 58-9, Accessing Contracts of Other Government Agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political 38 subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

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

The Village has not worked with the proposed vendor but has received positive feedback from the City of Boynton Beach.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 23 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. Village of Palm Springs Agreement with Madsen-Barr Corporation
2. City of Boynton Beach - Bid No. 019-2821-19-IT Renewal (2-1-23)
3. City of Boynton Beach - Invitation to Bid & Contract Award - Bid No. 019-2821-19-IT
4. Approval to Piggyback Letter – Masden-Barr Corporation

AGREEMENT WITH MADSEN/BARR CORPORATION
FOR REPAIRS AND EMERGENCY SERVICES
FOR WATER DISTRIBUTION, WASTEWATER COLLECTION
AND STORM WATER UTILITY SYSTEMS

This Agreement for repairs and emergency services for water distribution, wastewater collection and storm water utility systems ("Agreement") is entered into this _____ day of _____, 2022, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida ("VILLAGE"), and Madsen/Barr Corporation, a corporation authorized to do business in the State of Florida ("CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide repairs and emergency services for water distribution, wastewater collection and storm water utility systems ("the Services") for the VILLAGE; and

WHEREAS, the City of Boynton Beach, through its competitive selection process, awarded a contract for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems (Bid. No. 019-2821-19/IT) ("Boynton Beach Contract") to the CONTRACTOR which includes substantially the same services sought by the VILLAGE; and

WHEREAS, the Boynton Beach Contract had an initial term of two years, with three one-year renewal options, all of which have been exercised, resulting in a current expiration date of May 7, 2024; and

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE to provide the Services based on the pricing and terms and conditions of the Boynton Beach Contract; and

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Boynton Beach Contract. The Boynton Beach Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the City of Boynton Beach under

the Boynton Beach Contract and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the Boynton Beach Contract and pricing therein, the CONTRACTOR shall provide vehicle towing and storage services as requested by the VILLAGE.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - (a) This Agreement;
 - (b) All written modifications and amendments hereto;
 - (c) Boynton Beach Contract (including all attachments and exhibits thereto).

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

- (a) All written modifications and amendments hereto;
 - (b) This Agreement;
 - (c) The Boynton Beach Contract.
5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the BOYNTON BEACH Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**
6. Miscellaneous Provisions.
 - 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
 - 6.2 CONTRACTOR shall maintain the insurance as required in Boynton Beach Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
 - 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect

the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and

enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

- 6.10** Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to run concurrently with the balance of the Boynton Beach Contract term, which consists of an initial two year term expiring on May 7, 2021, with an additional three (3) one (1) year renewals that have been exercised, resulting in a current expiration date of May 7, 2024.
- 6.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
7. Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
8. Public Records. CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
 - (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
 - (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

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

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

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the

CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
11. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:
 - (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Kimberly Wynn, Village Clerk

BY: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR:
Madsen/Barr Corporation

By: _____

Print Name: _____

Print Title: _____

[CORPORATE SEAL]

STATE OF FLORIDA

)

COUNTY OF _____)

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

Notary Public

Print Name: _____

My commission expires: _____

The City of Boynton Beach



Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

February 1, 2023

John Barr
Madsen-Barr Corporation
12113 Indian Mound Road
Wellington, FL 33449

VIA EMAIL TRANSMITTAL TO: johnbarr@madsenbarr.com

BID: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems

BID No.: 019-2821-19/IT

CURRENT AGREEMENT TERM: MAY 8, 2022 – MAY 7, 2023

Dear Mr. Barr:

The current term with Madsen-Barr Corporation for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems expires May 7, 2023.

The contract allows for three (3) additional one-year renewals. The City of Boynton Beach would like to exercise the option to renew for its 3rd renewal term with the same terms and conditions.

Please indicate your response on the following page and return it to Procurement Services via email to pratt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

Cc: Tremaine Johnson, Manager, Field Operations, Boynton Beach Utilities
Melissa Roberts, Contract Coordinator, Boynton Beach Utilities

tp

The City of Boynton Beach



Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

January 26, 2023

BID: REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER
COLLECTION AND STORM WATER UTILITY SYSTEMS

BID No.: 019-2821-19/IT

Agreement between the CITY OF BOYNTON BEACH and Madsen-Barr Corporation.

AGREEMENT RENEWAL TERM: May 8, 2023 – May 7, 2024

☒ Yes, I agree to renew the existing agreement under the same terms and conditions for an additional one-year term.

☐ No, I do not wish to renew the bid for the following reason(s) _____

MADSEN-BARR CORPORATION

NAME OF COMPANY

JOHN BARR

NAME OF REPRESENTATIVE
(please print)

FEBRUARY 1, 2023

DATE

E-MAIL

johnbarr@madsenbarr.com

A handwritten signature in blue ink, appearing to read "John Barr", written over a horizontal line.

SIGNATURE

PRESIDENT

TITLE

(AREA CODE) TELEPHONE NUMBER

954.401.6758



John Barr
President

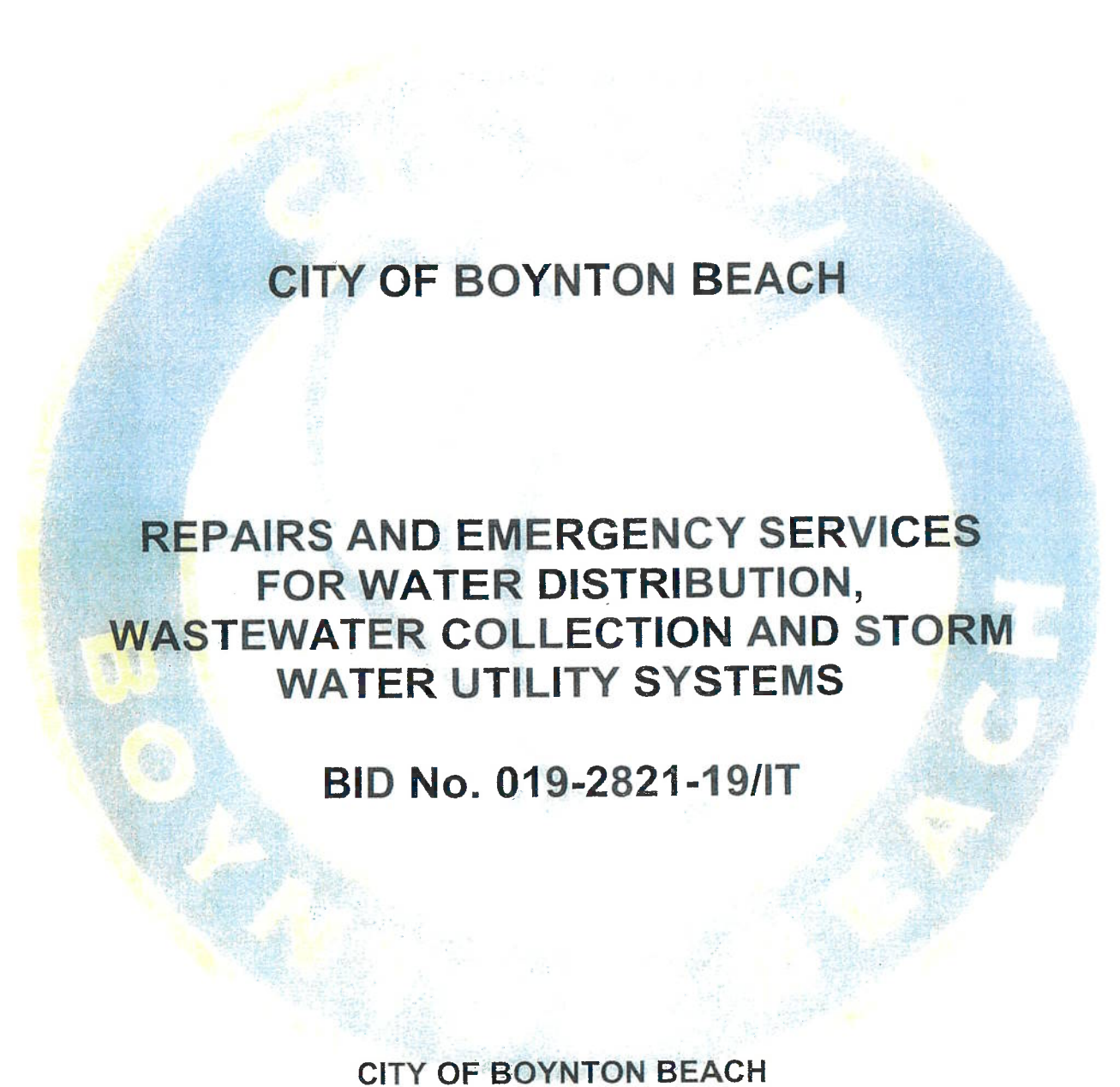
MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

CELL: (954) 401-6758
EMAIL: johnbarr@madsenbarr.com

SOUTH OFFICE
3600 State Road 7 (441) Ste. 311
Miramar, FL 33023

NORTH OFFICE (ACCOUNTING)
12113 Indian Mound Road
Wellington, FL 33449



CITY OF BOYNTON BEACH

**REPAIRS AND EMERGENCY SERVICES
FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION AND STORM
WATER UTILITY SYSTEMS**

BID No. 019-2821-19/IT

**CITY OF BOYNTON BEACH
CITY HALL
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FL 33426**

**BID DUE DATE: APRIL 1, 2019
NO LATER THAN 2:30 P. M.**

ATTACHMENT 'A'
THE DOCUMENTS
BEHIND THIS PAGE
MUST ACCOMPANY BID SUBMITTAL
IN ORDER FOR SUBMITTAL
TO BE CONSIDERED
COMPLETE AND ACCEPTABLE



BID FORM

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER UTILITY SYSTEMS

BID No. 019-2821-19/IT

The City of Boynton Beach is seeking the services of a qualified Contractor for general repairs made to the City's Water Distribution, Wastewater Collection and Storm Water Systems on an 'as needed basis.' The scope generally consists of emergency repairs to various sizes of C-900 pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines; various types of pipe for storm water conveyance; and concrete structures for wastewater and storm water systems. Set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The work shall be performed at various locations throughout the City of Boynton Beach and extended service areas.

Submit one (1) original, one (1) copy along with one (1) electronic copy on a USB thumb drive of this form to:

City of Boynton Beach, Florida, Procurement Services,
3301 Quantum Boulevard, Suite 101 Boynton Beach, Florida 33426

Submitted By: MADSEN-BARR CORP.
(BIDDER)

Date: APRIL 1, 2019

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience upon request.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to respond to requests by the City for repairs and emergency services on an as needed basis and to perform and furnish all WORK as specified at time of need.
2. The undersigned BIDDER understands that Purchase Order(s) will be issued based on Bid prices submitted in response to this Bid.
3. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
 - a. BIDDER has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
<u>No. 1</u>	<u>3/19/19</u>	_____	_____

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Receipt of all of which is hereby acknowledged;

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
- c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
5. BIDDER proposes to furnish the WORK in conformity with the drawings and specifications and at the lump sum listed below. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.
6. BIDDER agrees that the WORK will be substantially completed within 120 consecutive calendar days after the receipt of the Notice to Proceed and final completion will occur within 30 consecutive calendar days after the Notice of Substantial Completion.
7. BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.
8. Communications concerning this Bid shall be as follows:

Contact Person JOHN BARR
Business Address 12113 INDIAN MOUND ROAD
City, State, Zip Code WELLINGTON, FL. 33449
Business Phone Number 561.753.6363
Email Address johnbarr@madsenbarr.com
Cell Phone Number 954.401.6758

9. Other pertinent information is as follows:

License Number
(Please Attach Copy) CLC057343

Federal Tax ID# 65.1032119

Federal Employment ID # 65.1032119

Submitted on this 01 day of APRIL, 2019.

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

a. (If an individual, partnership, or non-incorporated organization)

Signature of
BIDDER _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By JOHN BADD

Attested by
Secretary NEK ERRO

Incorporated under the laws of the State of FLORIDA.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER
SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
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CERTIFICATE
(For Partnership) N/A

I HEREBY CERTIFY that a meeting of the partners of _____,
a Partnership under the laws of the State of _____ held on _____, 20____, the
following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the
Partnership, is hereby authorized to execute the Bid Form dated _____, 20____,
between the City of Boynton Beach, Florida, and this Partnership, and that the execution thereof, attested
by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____
by _____ who ☐ is personally known to me or who ☐ has presented the following type of
identification: _____.

Signature
of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of

Notary and Commission
Number

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FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

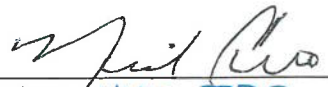
CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of MADSEN-BARR CORP., a corporation under the laws of the State of FLORIDA held on APRIL 1, 2019, the following resolution was duly passed and adopted:

"RESOLVED, that JOHN BARR, as PRESIDENT of the Corporation, is hereby authorized to execute the Bid Form dated APRIL 1, 2019, between the City of Boynton Beach, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that such resolution is now in full force and effect.

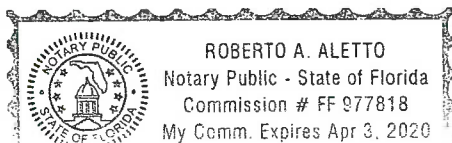
IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of APRIL, 2019.

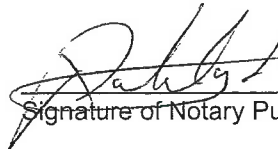

Secretary NKK EORO

STATE OF FLORIDA

COUNTY OF Palm Beach

Sworn to and subscribed before me on this 11 day of March, 2019
by Nicholas Erro who ☐ is personally known to me or who ☒ has presented the following type of identification: Florida driver license




Signature of Notary Public, State of Florida

Roberto A. Aletto
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number

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FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

A D D E N D A

**CITY OF BOYNTON BEACH
FLORIDA**

**BID TITLE: REPAIRS AND EMERGENCY SERVICES FOR WATER
DISTRIBUTION, WASTEWATER COLLECTION AND
STORM WATER UTILITY SYSTEMS**

**BID NO.: 019-2821-19/IT
BIDDER:**

DATE SUBMITTED:

We propose and agree, if this bid is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF BOYNTON BEACH

and having examined the project site (when indicated in these specifications to do so), we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
<u>No. 1</u>	<u>3/19/19</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

**THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

The City of Boynton Beach



Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: MARCH 19, 2019
BID TITLE: REPAIRS AND EMERGENCY SERVICES FOR WATER
DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER
UTILITY SYSTEMS
BID NO.: 019-2821-19/IT

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern. Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The bid opening date remains as April 1, 2019 at 2:30 PM. The location remains unchanged.
2. **The Schedule of Bid Line Items with Scenarios - Attachment "E" is revised and attached herewith. The revised bid lines are shown in red font. Please include this revised Schedule of Bid Line Items with your bid submittal.**

Sincerely,

A handwritten signature in black ink, appearing to read "Tim W. Howard".

Tim W. Howard
Assistant City Manager - Administration

cc: Finance/Procurement

The City of Boynton Beach



*Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316*

ACKNOWLEDGEMENT OF ADDENDUM No. 1

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER UTILITY SYSTEMS BID NO.: 019-2821-19/IT

**RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF
ADDENDUM NO. 1 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE
CONSIDERED COMPLETE AND ACCEPTABLE.**

JOHN BARR

PRINT NAME OF REPRESENTATIVE

MADSEN-BARR CORP.

NAME OF COMPANY

[Signature]

SIGNATURE OF REPRESENTATIVE

3/21/19

DATE



BIDDER ACKNOWLEDGEMENT

Submit Bids To: PROCUREMENT SERVICES
3301 Quantum Boulevard,
Suite 101
Boynton Beach, Florida 33426
Telephone: (561) 742-6322

Bid Title: **REPAIRS AND EMERGENCY SERVICES FOR WATER
DISTRIBUTION, WASTEWATER COLLECTION AND STORM
WATER UTILITY SYSTEMS**

Bid Number: **019-2821-19/IT**

Bid Due By: **APRIL 1, 2019, NO LATER THAN 2:30 P. M.**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **APRIL 1, 2019, no later than 2:30 P. M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: MADSEN-BARR CORPORATION

Federal I.D. Number: 65-1032119

A Corporation of the State of: FLORIDA

Area Code: 561 Telephone Number: 757-6367

Area Code: 561 FAX Number: 757-6382

Mailing Address: 1213 INDIAN MOUND ROAD

City/State/Zip: WELLINGTON, FL. 33419

E-mail: johnbarr@madsenbarr.com


Authorized Signature

JOHN BARR

Name Typed

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BIDDER'S QUALIFICATIONS STATEMENT

BIDDER shall furnish the following information. All questions to be answered in full, without exception. If copies of other documents will provide the appropriate answer to the question, they may be attached and clearly labeled. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone and Fax Number:

MADSEN-BARR CORPORATION

12125 INDIAN MOUND ROAD

WELLINGTON, FL. 33449

PH (561) 753-6363 FAX (561) 753-6382

2. Number of years as a Contractor in this type of work: 19 YEARS

3. Names and titles of all officers, partners or individuals doing business under trade name:

JOHN BARR, PRESIDENT

NICK ERRO, SEC./TREAS.

4. The business is at: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

5. What is the last project of this nature that you have completed?

CITY OF BOYNTON BEACH 026-2821-14/JMA

6. Have you ever failed to complete work awarded to you. If so, when, where and why?

NONE

7. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

YES

List CM's or GC's your company has worked for within the past three years. (List 2 other than those shown below)

CM/GC No. 1 JOHNSON-DAVIS Contact Person: CHRIS JOHNSON Tel: 561.588.1170 Fax: 561.585.5252

CM/GC No. 2 LMK. Contact Person: BILL RIVERA Tel: 954.772.0075 Fax: 954.772.0086

9. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1 CITY OF BOYNTON BEACH Location: CONTRACT 026-2821-14/JMA Your \$ 625,000.- Subcontract \$ 0.00.- Date Completed: APRIL 14, 2019
Contracting Agency: CITY OF BOYNTON BEACH 124 E. WOODBRIGHT RD. Contact Person: MR. JOSEPH RATERNIT, DIRECTOR Tel: (561) 742-1423 Fax: (561) 742-6299

Project No. 2 CITY OF BOKA RATON Location: CONTRACT 2012-030 Your \$ 2,253,215.- Subcontract \$ 0.- Date Completed: AUGUST 22, 2017
Contracting Agency: CITY OF BOKA RATON 1401 GLADES RD. Contact Person: MS. LISA WILSON-DAVIS Tel: (561) 338-7310 Fax: (561) 338-7345

Project No. 3 BROWARD COUNTY Location: CONTRACT Y1387203B1 Your \$ 562,882.07 Subcontract \$ 0.- Date Completed: JANUARY 4, 2019
Contracting Agency: BROWARD COUNTY 2555 WEST COPAN RD., POMPANO BEACH, FL. 33069 Contact Person: MR. CARLOS MOREJON Tel: 954.831-0841 Fax: 954.831.0842

10. List three SIGNIFICANT PROJECTS currently under construction.

Project No. 1 CITY OF COCONUT CREEK Location: CONTRACT 02-21-18-11 Your \$ 2,333,338.20 Subcontract \$ 0.- Date Completed: AUGUST 1, 2023
Contracting Agency: CITY OF COCONUT CREEK 6295 JOHNSON RD., COCONUT CREEK, FL. 33073 Contact Person: MR. CHAD HANCOCK Tel: 954.573.6782 Fax: 954.571.4146

Project No. 2 CITY OF BOKA RATON Location: CONTRACT 2017.003 Your \$ 2,999,983.80 Subcontract \$ 0.- Date Completed: NOVEMBER 7, 2020
Contracting Agency: CITY OF BOKA RATON 1401 GLADES RD. Contact Person: MS. LISA WILSON-DAVIS Tel: (561) 338-7310 Fax: (561) 338-7345

Project No. 3 BROWARD COUNTY Location: CONTRACT BLD 21161731 Your \$ 538,527.50 Subcontract \$ 0.- Date Completed: JANUARY 28, 2022
Contracting Agency: BROWARD COUNTY 2555 WEST COPAN RD., POMPANO BEACH, FL. 33069 Contact Person: MR. RYAN HANCOCK Tel: 954.831.0851 Fax: 954.831.0842

* SEE ATTACHED LIST OF CONTRACTS

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

JOHN BARR, BSCE, UNIVERSITY OF ALABAMA (1976)
CIVIL ENGINEER, 45 YEARS UNDERGROUND EXPERIENCE.
NICK ERRO, OPERATOR, PIPEFITTER, UNDERGROUND
EXPERIENCE 40 YEARS.
MIKE SHADEZ, OPERATOR, PIPEFITTER, UNDERGROUND
EXPERIENCE 35 YEARS.

12. State the name and licensing of the individual who will have personal supervision of the WORK.

JOHN BARR. STATE OF FLORIDA. CLK057343

13. Will you sublet any part of this WORK? If so, give details. YES, POSSIBLE.

LARGE ASPHALT RESTORATION AREAS (TRIPLE NICKEL PAVING, INC.)
M.O.T. (BOB'S BARRICADES)

14. What equipment do you own that is available for the WORK?

SEE ATTACHED EQUIPMENT LIST

15. What equipment will you purchase for the proposed WORK?

NONE

16. What equipment will you rent for the proposed WORK?

STEEL PLATES, TRENCH BOX, BARRICADES, RUMPS,
IF REQUIRED.

17. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

NO

18. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

NONE

19. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

NONE

20. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in details the circumstances and prospects for resolution.

NONE

21. Bank References (include name, job title, and telephone number of contact person) – Minimum 1

SUNTRUST BANK, 9945 LAKE WORTH ROAD,
STEPHANIE MAXIM, (561) 515.1971

22. Annual Average Services Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	\$ 4,500,000.-
b.	Non-Governmental Related Work	\$ 1,500,000.-
	Total Work (a +b):	\$ 6,000,000.-

Services Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million ✓
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

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23. Principal Materials Manufacturer and Subcontractors. The BIDDER who proposes to perform WORK specified and shown on the Drawings is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services such BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein and shown on the Plans. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to such project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or subcontractors BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

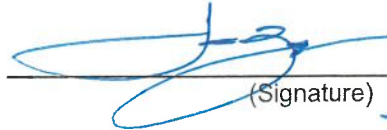
Materials:

Item	Manufacturer
PIPE, VALVES, FITTINGS :	FEI, POMPANO #125
" " " :	CORE & MAIN L.P.
ASPHALT :	HARDENESS
" :	RANGER
#57 ROCK, LIMESTONE :	WHITE ROCK QUARRIES
TRAFFIC CONTROL :	BOB'S BARRICADES
_____ :	_____
_____ :	_____
_____ :	_____

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By


(Signature) JOHN BARR

Date

APRIL 1, 2019

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CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature



NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA)

County of PALM BEACH)

JOHN BARR, being first duly sworn, deposes and says that:

- 1) He is PRESIDENT of MADSEN - BARR CORPORATION,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Such bid is genuine and is not a collusive or sham bid;
- 4) Further, such bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

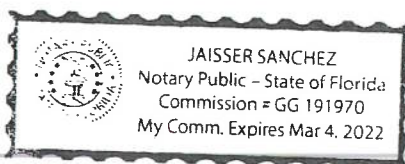
(Signed) _____

(Title) PRESIDENT

Subscribed and sworn to before me

This 15 day of March, 20 19

My commission expires Mar 04, 2022



[Signature]

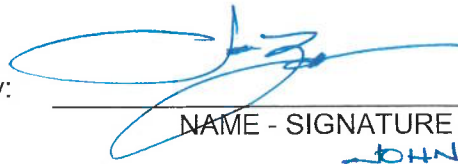
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ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF PALM BEACH) : SS

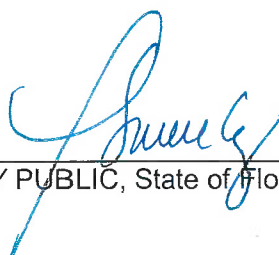
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
NAME - SIGNATURE
JOHN BARR

Sworn and subscribed before me
this 15 day of march, 20 19.

Printed Information:

JOHN BARR
NAME
PRESIDENT
TITLE


NOTARY PUBLIC, State of Florida
at Large

MADSEN-BARR CORPORATION
COMPANY



"OFFICIAL NOTARY SEAL" STAMP

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TRENCH SAFETY ACT AFFIDAVIT

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

MADSEN-BARR CORPORATION

Name of Proposer

Authorized Signature of Proposer JOHN BARR

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
<u>STEEL PLATES</u>	<u>EA</u>	<u>6</u>	<u>\$1,000.-</u>	<u>\$6,000.-</u>	<u>AS NEEDED</u>
<u>TRENCH BOX</u>	<u>EA</u>	<u>2</u>	<u>\$6,000.-</u>	<u>\$12,000.-</u>	<u>AS NEEDED</u>
<u>SLOPING</u>	<u>LF</u>	<u>50</u>	<u>\$100.-</u>	<u>\$5,000.-</u>	<u>AS REQ'D</u>
_____	_____	_____	_____	_____	_____

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SAFETY PROGRAM COMPLIANCE

Safety is a high priority in the conducting of business in the City of Boynton Beach. Preference shall be given to contractors with an established safety program following O.S.H.A. guidelines, and documented results establishing a safe working environment.

1. Bidder shall provide a copy of the Safety Program(s) to be in effect for the duration of the Contract (attach to the back of this form).
2. The City reserves the right to conduct periodic safety inspections of the contractor, subcontractor, employees, agents, etc. throughout the duration of the Contract.
3. The City reserves the right to terminate the Contract where it is determined that the contractor or subcontractor is in non-compliance of the safety terms, regulations or requirements established by O.S.H.A. or the State.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

A handwritten signature in blue ink, appearing to read "John Barr", written over a horizontal line.

AUTHORIZED SIGNATURE

A handwritten signature in blue ink, appearing to read "JOHN BARR", written below the "AUTHORIZED SIGNATURE" text.

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WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA**, Construction Contract described in these Bid Documents, the Contractor represents and warrants to the City of Boynton Beach, Florida:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and
4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand (\$100,000.00) Dollars for property damage and Three Hundred Thousand (\$300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and
10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those

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portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City;

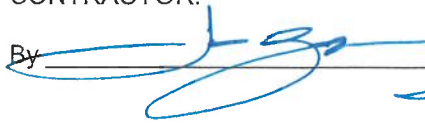
11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
12. That it is agreed and understood by the Contractor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 1st day of APRIL, 2019.

(SEAL)

CONTRACTOR:

By


JOHN BARR

ATTEST:


Secretary NICK ERRO

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CONFIRMATION OF MINORITY OWNED BUSINESS

This requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business?

Yes

No

If Yes, please indicate by an "X" in the appropriate box:

() AMERICAN INDIAN

() ASIAN

() BLACK

() HISPANIC

() WOMEN

☒ OTHER

SMALL BUSINESS ENTERPRISE (SBE)

(specify)

() NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES



NO

If YES, Name the Organization from which this certification was obtained and date:

PALM BEACH COUNTY. VENDOR # MATS0007

Issuing Organization for Certification

10-20-18 TO 10-12-21

Date of Certification

CERTIFICATION ATTACHED

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**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, JOHN BARR, PRESIDENT, on behalf of MADSEN-BARR CORPORATION certify

Print Name and Title

Company Name

that MADSEN-BARR CORPORATION does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum
Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

MADSEN-BARR CORPORATION

COMPANY NAME


SIGNATURE

JOHN BARR

PRINT NAME

PRESIDENT

TITLE

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[illegible]

PRESIDENT, MAD

Date: APRIL, 2019

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PALM BEACH COUNTY INSPECTOR GENERAL
ACKNOWLEDGMENT

BID NO.: 019-2821-19/IT

**REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION AND STORM WATER UTILITY
SYSTEMS**

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

MADSEN-BARR CORPORATION

CONTRACTOR NAME

By 
JOHN BARR

Title: PRESIDENT

Date: APRIL 1, 2019

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CITY OF BOYNTON BEACH LOCAL BUSINESS STATUS CERTIFICATION

N/A

I, _____, the _____ of
(Name of officer of company) (Title of officer of company)

_____, located at _____,
(Name of Corporation/Company) (Business Address)

certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS: _____			
1. Is the business located within the City limits of Boynton Beach, Florida?	<u>YES</u>	<u>NO</u>	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?	<u>YES</u>	<u>NO</u>	Business License Number: _____
3. Is the business registered with the Florida Division of Corporations?	<u>YES</u>	<u>NO</u>	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: _____ Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License ☐ Year Established: ☐ Active:

Verified by: _____ Date: _____

STATEMENT OF NO BID N/A

If you are not bidding on this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Boulevard, Suite 101 Boynton Beach, Florida 33426.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to respond to your Bid No. **019-2821-19/IT** for **REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER UTILITY SYSTEMS** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

**IF YOU ARE NOT SUBMITTING A BID, PLEASE COMPLETE FORM
AND RETURN TO PROCUREMENT SERVICES**

ATTACHMENT “B”





**CITY OF BOYNTON BEACH
WARRANTY OF TITLE**

STATE OF FLORIDA

COUNTY OF JOHN BARR, being first duly sworn, deposes and says
as follows:

He is
PRESIDENT of MADSEN-BARR CORPORATION,
(Title) (Name of Corporation or Firm)

a Florida Corporation ☒ Check One
a Florida General Partnership ☐
a Florida Limited Partnership ☐
a Sole Proprietor ☐

which is named in Construction Contract dated the 1ST day of APRIL,
2019, between such corporation as the CONTRACTOR and the City of Boynton Beach, Florida
as the OWNER, for the construction of
BID NO. 019-2821-19/IT and Affiant is authorized to make this
Affidavit as, or on behalf of, the Contractor as named above.

Title to all work, materials and equipment covered by the attached Final Application for
Payment dated _____, passes to the Owner at the time of payment free and
clear of all liens, and all laborers, material men and subcontractors have been paid for performing or
furnishing the work, labor or materials upon such Contract work covered by the aforesaid Final
Application for Payment.

This statement under oath is given in compliance with Section 713.06 Florida Statutes.



Affiant

Sworn to and subscribed before me this
_____ day of _____, 2019.

Notary Public, State of Florida at Large

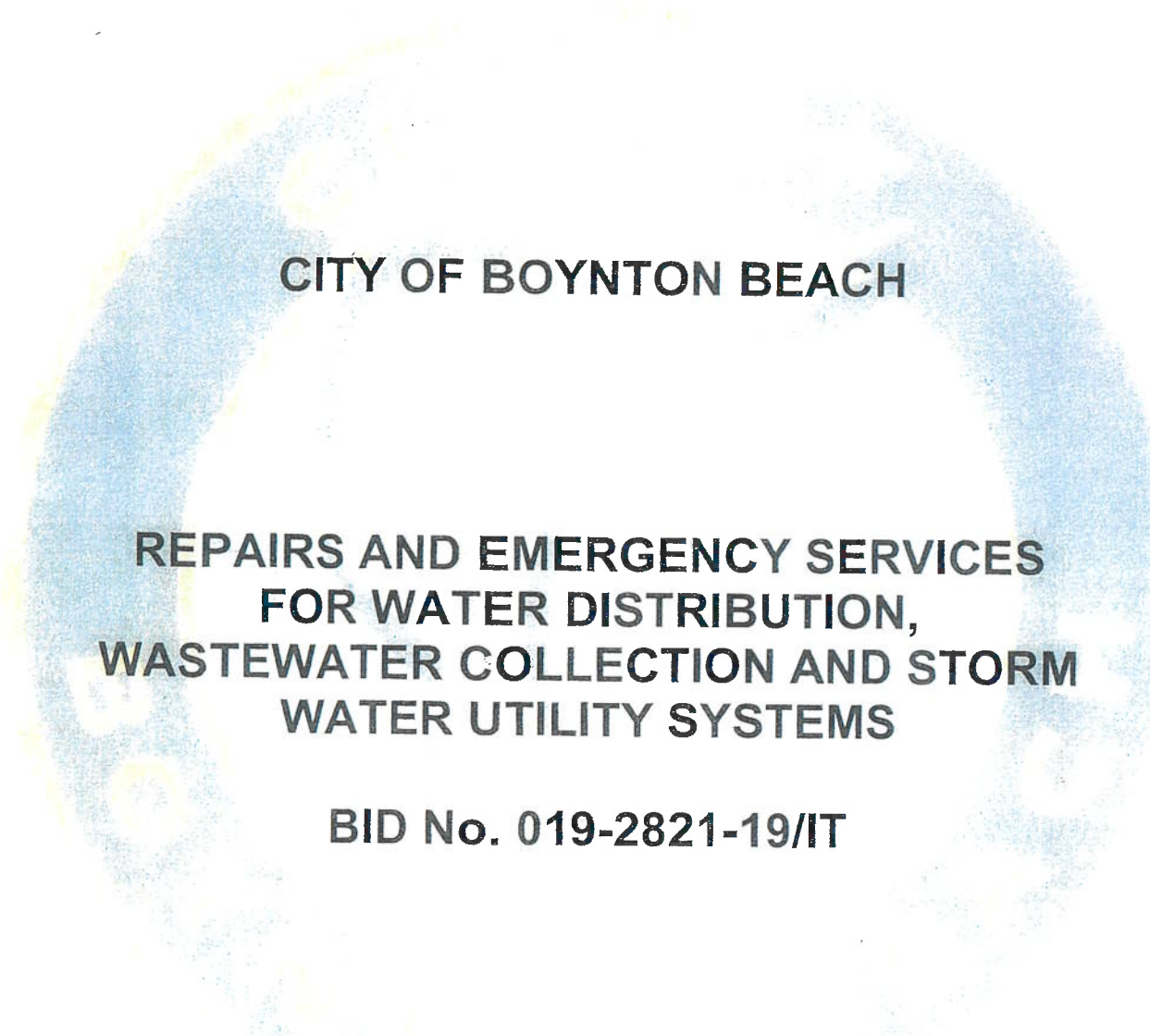
My Commission expires:
(SEAL)

END OF WARRANTY OF TITLE

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

<u>TYPE</u>	<u>(Occurrence Based Only)</u>	<u>MINIMUM LIMITS REQUIRED</u>
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability	Each Occurrence	\$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	\$ 50,000.00
Employees & Officers	Med. Expense (any one person)	\$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	\$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	\$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability	Each Accident	\$ 1,000,000.00
	Aggregate	\$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	\$ 100,000.00
	Disease, Policy Limit	\$ 500,000.00
	Disease Each Employee	\$ 100,000.00
Property		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined



CITY OF BOYNTON BEACH

**REPAIRS AND EMERGENCY SERVICES
FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION AND STORM
WATER UTILITY SYSTEMS**

BID No. 019-2821-19/IT

**CITY OF BOYNTON BEACH
CITY HALL
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FL 33426**

**BID DUE DATE: APRIL 1, 2019
NO LATER THAN 2:30 P. M.**

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
GENERAL CONDITIONS			
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	700.-
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	700.-
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	400.-
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	400.-
GC-5	Record Drawing	LS	575.-
GC-6	Construction Survey	LS	890.-
GC-7	Pre-During-Post Construction Digital Photos	LS	415.-
GC-8	M.O.T. Residential Street	EA	225.-
GC-9	M.O.T. City Arterial Roadway	EA	745.-
GC-10	M.O.T. DOT Roadway	EA	1125.-
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)	ALLOWANCE ITEM	
GC-12	Density Tests (actual cost reimbursement by City)	---	18.-
GC-13	Proctor Tests (actual cost reimbursement by City)	---	75.-
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)	---	75.-
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	---	75.-
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)	---	75.-
GC-17	Applicable Permits (actual cost reimbursement by City)	---	1.-
WASTEWATER			
Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:			
SWR-1	0' - 6' FT Deep	LF	180.-
SWR-2	6' - 8' FT Deep	LF	230.-
SWR-3	8' - 10' FT Deep	LF	295.-
SWR-4	10' - 12' FT Deep	LF	335.-
SWR-5	12' - 16' FT Deep	LF	365.-
SWR-6	16' - 20' FT Deep	LF	575.-
Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:			
SWR-7	0' - 6' FT Deep	LF	180.-
SWR-8	6' - 8' FT Deep	LF	230.-
SWR-9	8' - 10' FT Deep	LF	295.-
SWR-10	10' - 12' FT Deep	LF	335.-
SWR-11	12' - 16' FT Deep	LF	365.-
SWR-12	16' - 20' FT Deep	LF	575.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-13	0' - 6' FT Deep	LF	195.-
SWR-14	6' - 8' FT Deep	LF	265.-
SWR-15	8' - 10' FT Deep	LF	370.-
SWR-16	10' - 12' FT Deep	LF	465.-
SWR-17	12' - 16' FT Deep	LF	575.-
SWR-18	16' - 20' FT Deep	LF	695.-
	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-19	0' - 6' FT Deep	LF	195.-
SWR-20	6' - 8' FT Deep	LF	265.-
SWR-21	8' - 10' FT Deep	LF	370.-
SWR-22	10' - 12' FT Deep	LF	465.-
SWR-23	12' - 16' FT Deep	LF	575.-
SWR-24	16' - 20' FT Deep	LF	695.-
	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-25	0' - 6' FT Deep	LF	215.-
SWR-26	6' - 8' FT Deep	LF	325.-
SWR-27	8' - 10' FT Deep	LF	440.-
SWR-28	10' - 12' FT Deep	LF	560.-
SWR-29	12' - 16' FT Deep	LF	675.-
SWR-30	16' - 20' FT Deep	LF	780.-
	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-31	0' - 6' FT Deep	LF	215.-
SWR-32	6' - 8' FT Deep	LF	325.-
SWR-33	8' - 10' FT Deep	LF	440.-
SWR-34	10' - 12' FT Deep	LF	560.-
SWR-35	12' - 16' FT Deep	LF	675.-
SWR-36	16' - 20' FT Deep	LF	780.-
	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-37	0' - 6' FT Deep	LF	285.-
SWR-38	6' - 8' FT Deep	LF	395.-
SWR-39	8' - 10' FT Deep	LF	485.-
SWR-40	10' - 12' FT Deep	LF	595.-
SWR-41	12' - 16' FT Deep	LF	705.-
SWR-42	16' - 20' FT Deep	LF	845.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-43	0' - 6' FT Deep	LF	285.-
SWR-44	6' - 8' FT Deep	LF	395.-
SWR-45	8' - 10' FT Deep	LF	485.-
SWR-46	10' - 12' FT Deep	LF	595.-
SWR-47	12' - 16' FT Deep	LF	705.-
SWR-48	16' - 20' FT Deep	LF	845.-
	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-49	0' - 6' FT Deep	LF	335.-
SWR-50	6' - 8' FT Deep	LF	460.-
SWR-51	8' - 10' FT Deep	LF	575.-
SWR-52	10' - 12' FT Deep	LF	715.-
SWR-53	12' - 16' FT Deep	LF	825.-
SWR-54	16' - 20' FT Deep	LF	920.-
	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-55	0' - 6' FT Deep	LF	335.-
SWR-56	6' - 8' FT Deep	LF	460.-
SWR-57	8' - 10' FT Deep	LF	575.-
SWR-58	10' - 12' FT Deep	LF	715.-
SWR-59	12' - 16' FT Deep	LF	825.-
SWR-60	16' - 20' FT Deep	LF	920.-
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-61	0' - 6' FT Deep	LF	405.-
SWR-62	6' - 8' FT Deep	LF	555.-
SWR-63	8' - 10' FT Deep	LF	675.-
SWR-64	10' - 12' FT Deep	LF	790.-
SWR-65	12' - 16' FT Deep	LF	885.-
SWR-66	16' - 20' FT Deep	LF	990.-
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-67	0' - 6' FT Deep	LF	405.-
SWR-68	6' - 8' FT Deep	LF	555.-
SWR-69	8' - 10' FT Deep	LF	675.-
SWR-70	10' - 12' FT Deep	LF	790.-
SWR-71	12' - 16' FT Deep	LF	885.-
SWR-72	16' - 20' FT Deep	LF	990.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-73	0' - 3' FT Deep	LF	95.-
SWR-74	3' - 6' FT Deep	LF	135.-
SWR-75	6' - 8' FT Deep	LF	275.-
SWR-76	8' - 10' FT Deep	LF	380.-
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-77	0' - 3' FT Deep	LF	95.-
SWR-78	3' - 6' FT Deep	LF	135.-
SWR-79	6' - 8' FT Deep	LF	275.-
SWR-80	8' - 10' FT Deep	LF	380.-
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-81	0' - 3' FT Deep	LF	105.-
SWR-82	3' - 6' FT Deep	LF	140.-
SWR-83	6' - 8' FT Deep	LF	285.-
SWR-84	8' - 10' FT Deep	LF	390.-
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-85	0' - 3' FT Deep	LF	105.-
SWR-86	3' - 6' FT Deep	LF	140.-
SWR-87	6' - 8' FT Deep	LF	285.-
SWR-88	8' - 10' FT Deep	LF	390.-
	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-89	0' - 3' FT Deep	LF	120.-
SWR-90	3' - 6' FT Deep	LF	155.-
SWR-91	6' - 8' FT Deep	LF	375.-
SWR-92	8' - 10' FT Deep	LF	485.-
	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-93	0' - 3' FT Deep	LF	125.-
SWR-94	3' - 6' FT Deep	LF	175.-
SWR-95	6' - 8' FT Deep	LF	395.-
SWR-96	8' - 10' FT Deep	LF	515.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-97	0' - 3' FT Deep	LF	305. --
SWR-98	3' - 6' FT Deep	LF	1225. --
SWR-99	6' - 8' FT Deep	LF	1480. --
SWR-100	8' - 10' FT Deep	LF	1795. --
	Reconstruct Sanitary Sewer Lateral Clean-Out		
SWR-101	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	EA	5575. --
SWR-102	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	EA	6385. --
SWR-103	Ductile Iron Fittings for Wastewater Force Main with Accessories	TN	8975. --
SWR-104	Additional Pipe Crew Hours for installation greater than 60" cover	HR	915. --
	Furnish & Install Mega-Lug Joint Restraint for DIP		
SWR-105	4" Mega-Lug Joint Restraint for DIP	EA	42. --
SWR-106	6" Mega-Lug Joint Restraint for DIP	EA	52. --
SWR-107	8" Mega-Lug Joint Restraint for DIP	EA	75. --
SWR-108	10" Mega-Lug Joint Restraint for DIP	EA	101. --
SWR-109	12" Mega-Lug Joint Restraint for DIP	EA	135. --
SWR-110	16" Mega-Lug Joint Restraint for DIP	EA	212. --
SWR-111	24" Mega-Lug Joint Restraint for DIP	EA	493. --
SWR-112	36" Mega-Lug Joint Restraint for DIP	EA	1425. --
	Furnish & Install Mega-Lug Joint Restraint for PVC - C900		
SWR-113	4" Mega-Lug Joint Restraint for PVC - C900	EA	49. --
SWR-114	6" Mega-Lug Joint Restraint for PVC - C900	EA	60. --
SWR-115	8" Mega-Lug Joint Restraint for PVC - C900	EA	88. --
	Furnish & Install Joint Restraint Gasket		
SWR-116	4" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	72. --
SWR-117	6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	103. --
SWR-118	8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	143. --
SWR-119	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	180. --
SWR-120	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	205. --
	Furnish & Install PVC - C900 Bell Joint Restraint		
SWR-121	4" PVC - C900 Bell Joint Restraint	EA	45. --
SWR-122	6" PVC - C900 Bell Joint Restraint	EA	60. --
SWR-123	8" PVC - C900 Bell Joint Restraint	EA	74. --

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install DIP Bell Joint Restraint		
SWR-124	10" DIP Bell Joint Restraint	EA	170.-
SWR-125	16" DIP Bell Joint Restraint	EA	700.-
SWR-126	20" DIP Bell Joint Restraint	EA	1100.-
SWR-127	24" DIP Bell Joint Restraint	EA	1375.-
SWR-128	36" DIP Bell Joint Restraint	EA	3250.-
	Furnish & Install Gate Valve & Valve Box		
SWR-129	4" Gate Valve & Valve Box	EA	975.-
SWR-130	6" Gate Valve & Valve Box	EA	1225.-
SWR-131	8" Gate Valve & Valve Box	EA	2250.-
SWR-132	10" Gate Valve & Valve Box	EA	4275.-
SWR-133	12" Gate Valve & Valve Box	EA	5235.-
SWR-134	16" Gate Valve & Valve Box	EA	12,335.-
SWR-135	20" Gate Valve & Valve Box	EA	23,700.-
SWR-136	24" Gate Valve & Valve Box	EA	33,500.-
SWR-137	36" Gate Valve & Valve Box	EA	76,225.-
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
SWR-138	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	5450.-
SWR-139	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	7325.-
SWR-140	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	6995.-
SWR-141	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	8250.-
SWR-142	Wastewater Force Main 2" Air Release Valve w/Manhole	EA	9475.-
	Furnish & Install Insertion Valve with Valve Box		
SWR-143	4" Insertion Valve w/Valve Box	EA	6250.-
SWR-144	8" Insertion Valve w/Valve Box	EA	9075.-
SWR-145	10" Insertion Valve w/Valve Box	EA	13,125.-
SWR-146	16" Insertion Valve w/Valve Box	EA	39,625.-
SWR-147	20" Insertion Valve w/Valve Box	EA	41,875.-
SWR-148	24" Insertion Valve w/Valve Box	EA	53,125.-
SWR-149	36" Insertion Valve w/Valve Box	EA	74,450.-
	Furnish & Install Line Stop		
SWR-150	4" Insertion Line Stop	EA	5575.-
SWR-151	8" Insertion Line Stop	EA	6575.-
SWR-152	10" Insertion Line Stop	EA	8450.-
SWR-153	16" Insertion Line Stop	EA	15,050.-
SWR-154	20" Insertion Line Stop	EA	19,770.-
SWR-155	24" Insertion Line Stop	EA	25,990.-
SWR-156	36" Insertion Line Stop	EA	52,750.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-157	0' - 4' FT Deep	LF	6,475.-
SWR-158	4' - 6' FT Deep	LF	7,875.-
SWR-159	6' - 8' FT Deep	LF	12,050.-
SWR-160	8' - 10' FT Deep	LF	13,290.-
SWR-161	10' - 12' FT Deep	LF	23,450.-
SWR-162	12' - 14' FT Deep	LF	28,750.-
SWR-163	14' - 16' FT Deep	LF	40,600.-
SWR-164	16' - 20' FT Deep	LF	61,700.-
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-165	0' - 4' FT Deep	LF	7,475.-
SWR-166	4' - 6' FT Deep	LF	8,875.-
SWR-167	6' - 8' FT Deep	LF	13,050.-
SWR-168	8' - 10' FT Deep	LF	14,990.-
SWR-169	10' - 12' Feet Deep	LF	24,450.-
SWR-170	12' - 14' FT Deep	LF	29,750.-
SWR-171	14' - 16' FT Deep	LF	41,500.-
SWR-172	16' - 20' FT Deep	LF	62,700.-
**WATER MAIN			
**Prices Quoted in the Water Main Section are Interchangeable with Reuse Water Lines and Raw Water Lines as needed			
	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-1	0' - 3' FT Deep	LF	62.-
WTR-2	3' - 6' FT Deep	LF	78.-
	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of:		
WTR-3	0' - 3' FT Deep	LF	62.-
WTR-4	3' - 6' FT Deep	LF	78.-
	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-5	0' - 3' FT Deep	LF	75.-
WTR-6	3' - 6' FT Deep	LF	94.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of:		
WTR-7	0' - 3' FT Deep	LF	75. -
WTR-8	3' - 6' FT Deep	LF	94. -
	Furnish & Install Cement Lined Ductile Iron Pipe Water Main		
WTR-9	4" Ductile Iron Pipe Water Main in Rear Easement	LF	82. -
WTR-10	6" Ductile Iron Pipe Water Main in Rear Easement	LF	85. -
WTR-11	4" Ductile Iron Pipe Water Main in Utility ROW	LF	82. -
WTR-12	6" Ductile Iron Pipe Water Main in Utility ROW	LF	85. -
WTR-13	8" Ductile Iron Pipe Water Main in Utility ROW	LF	95. -
WTR-14	10" Ductile Iron Pipe Water Main in Utility ROW	LF	115. -
WTR-15	12" Ductile Iron Pipe Water Main in Utility ROW	LF	125. -
WTR-16	16" Ductile Iron Pipe Water Main in Utility ROW	LF	140. -
WTR-17	20" Ductile Iron Pipe Water Main in Utility ROW	LF	175. -
WTR-18	24" Ductile Iron Pipe Water Main in Utility ROW	LF	225. -
WTR-19	30" Ductile Iron Pipe Water Main in Utility ROW	LF	365. -
WTR-20	36" Ductile Iron Pipe Water Main in Utility ROW	LF	445. -
WTR-21	42" Ductile Iron Pipe Water Main in Utility ROW	LF	575. -
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	HR	915. -
WTR-23	Ductile Iron Fittings for Water Main with Accessories	TON	7975. -
	Furnish & Install Mega-Lug Joint Restraint for DIP		
WTR-24	4" Mega-Lug Joint Restraint for DIP	EA	42. -
WTR-25	6" Mega-Lug Joint Restraint for DIP	EA	52. -
WTR-26	8" Mega-Lug Joint Restraint for DIP	EA	75. -
WTR-27	10" Mega-Lug Joint Restraint for DIP	EA	101. -
WTR-28	12" Mega-Lug Joint Restraint for DIP	EA	135. -
WTR-29	14" Mega-Lug Joint Restraint for DIP	EA	175. -
WTR-30	16" Mega-Lug Joint Restraint for DIP	EA	212. -
WTR-31	24" Mega-Lug Joint Restraint for DIP	EA	493. -
WTR-32	30" Mega-Lug Joint Restraint for DIP	EA	1315. -
WTR-33	36" Mega-Lug Joint Restraint for DIP	EA	1425. -
WTR-34	42" Mega-Lug Joint Restraint for DIP	EA	2340. -
	Furnish & Install Mega-Lug Restraint for PVC - C900		
WTR-35	4" Mega-Lug Joint Restraint for PVC - C900	EA	49. -
WTR-36	6" Mega-Lug Joint Restraint for PVC - C900	EA	60. -
WTR-37	8" Mega-Lug Joint Restraint for PVC - C900	EA	88. -

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install Joint Restraint Gasket		
WTR-38	6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	103.-
WTR-39	8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	143.-
WTR-40	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	180.-
WTR-41	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	205.-
	Furnish & Install DIP Bell Joint Restraint		
WTR-42	6" DIP Bell Joint Restraint	EA	67.-
WTR-43	8" DIP Bell Joint Restraint	EA	94.-
WTR-44	10" DIP Bell Joint Restraint	EA	167.-
WTR-45	12" DIP Bell Joint Restraint	EA	195.-
WTR-46	14" DIP Bell Joint Restraint	EA	620.-
WTR-47	16" DIP Bell Joint Restraint	EA	785.-
WTR-48	24" DIP Bell Joint Restraint	EA	1375.-
WTR-49	30" DIP Bell Joint Restraint	EA	2065.-
WTR-50	36" DIP Bell Joint Restraint	EA	3250.-
WTR-51	42" DIP Bell Joint Restraint	EA	6435.-
	Furnish & Install Gate Valve & Valve Box		
WTR-52	4" Gate Valve & Valve Box	EA	975.-
WTR-53	6" Gate Valve & Valve Box	EA	1235.-
WTR-54	8" Gate Valve & Valve Box	EA	2250.-
WTR-55	10" Gate Valve & Valve Box	EA	4275.-
WTR-56	12" Gate Valve & Valve Box	EA	5235.-
WTR-57	16" Gate Valve & Valve Box	EA	12,335.-
WTR-58	20" Gate Valve & Valve Box	EA	23,700.-
WTR-59	24" Gate Valve & Valve Box	EA	33,500.-
WTR-60	36" Gate Valve & Valve Box	EA	74,225.-
	Furnish & Install Butterfly Valve & Valve Box		
WTR-61	12" Butterfly Valve & Valve Box	EA	2995.-
WTR-62	16" Butterfly Valve & Valve Box	EA	3235.-
WTR-63	24" Butterfly Valve & Valve Box	EA	8635.-
WTR-64	30" Butterfly Valve & Valve Box	EA	17,300.-
WTR-65	36" Butterfly Valve & Valve Box	EA	24,290.-
WTR-66	42" Butterfly Valve & Valve Box	EA	39,150.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
WTR-67	6"x6" Tapping Sleeve w/Valve & Valve Box	EA	4950.-
WTR-68	6"x4" Tapping Sleeve w/Valve & Valve Box	EA	4475.-
WTR-69	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	5450.-
WTR-70	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	7325.-
WTR-71	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	6995.-
WTR-72	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	8250.-
	Furnish & Install Line Stop		
WTR-73	4" Insertion Line Stop	EA	5575.-
WTR-74	8" Insertion Line Stop	EA	6875.-
WTR-75	10" Insertion Line Stop	EA	8450.-
WTR-76	16" Insertion Line Stop	EA	15,050.-
WTR-77	20" Insertion Line Stop	EA	19,770.-
WTR-78	24" Insertion Line Stop	EA	25,990.-
WTR-79	36" Insertion Line Stop	EA	52,750.-
	Fire Hydrants		
WTR-80	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	EA	7745.-
WTR-81	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	EA	7350.-
WTR-82	Remove & Replace Fire Hydrant Assembly (36" burial)	EA	6150.-
WTR-83	Remove & Replace Fire Hydrant Assembly (42" burial)	EA	6475.-
WTR-84	Remove & Replace Fire Hydrant Assembly (54" burial)	EA	6975.-
WTR-85	Fire Hydrant Extensions	EA	930.-
WTR-86	Bollards for Fire Hydrant	EA	280.-
WTR-87	Sample Points w/double strap saddle & corp stop	EA	475.-
WTR-88	Sample Points on Fire Hydrants	EA	145.-
WTR-89	2" Blowoff piping with box	EA	720.-
WTR-90	Water Main 1" Air Release Valve w/Manhole	EA	6250.-
WTR-91	Short Single service (1-1/2" Poly) (up to 10' long)	EA	2125.-
WTR-92	Short Double Service (1-1/2" Poly) (up to 10' long)	EA	2575.-
WTR-93	Long Single Service (1-1/2" w/3" casings) (up to 40' Long)	EA	3345.-
WTR-94	Long Double Service (1-1/2" w/3" casings) (up to 40' Long)	EA	3925.-
WTR-95	Sample Point for bacteriological test	EA	330.-
WTR-96	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	EA	3930.-
WTR-97	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	7980.-
WTR-98	30" Diameter Connection to existing water main (Joint restraint for existing pipe is not included)	EA	17,450.-
WTR-99	36" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	22,780.-
WTR-100	42" Diameter connection to existing water main (Joint Restraint for existing pipe is not included)	EA	29,400.-
	Asbestos-Cement (AC) Water Main Removal & Disposal		
WTR-101	Remove & Dispose AC Water Main (actual cost reimbursement by City)	ALLOWANCE ITEM	

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STORM WATER			
	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-1	0' - 6' Ft. deep	LF	87. -
STM-2	6' - 8' Ft. deep	LF	115. -
	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-3	0' - 6' Ft. deep	LF	87. -
STM-4	6' - 8' Ft. deep	LF	115. -
	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of:		
STM-5	0' - 6' Ft. deep	LF	135. -
STM-6	6' - 8' Ft. deep	LF	198. -
	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-7	0' - 6' Ft. deep	LF	135. -
STM-8	6' - 8' Ft. deep	LF	198. -
	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of:		
STM-9	0' - 6' Ft. deep	LF	235. -
STM-10	6' - 8' Ft. deep	LF	455. -
STM-11	8' - 10' Ft. deep	LF	655. -
	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-12	0' - 6' Ft. deep	LF	235. -
STM-13	6' - 8' Ft. deep	LF	455. -
STM-14	8' - 10' Ft. deep	LF	655. -
	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-15	0' - 6' Ft. deep	LF	305. -
STM-16	6' - 8' Ft. deep	LF	505. -
STM-17	8' - 10' Ft. deep	LF	725. -
	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-18	0' - 6' Ft. deep	LF	305. -
STM-19	6' - 8' Ft. deep	LF	505. -
STM-20	8' - 10' Ft. deep	LF	725. -

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-21	0' - 6' Ft. deep	LF	350.-
STM-22	6' - 8' Ft. deep	LF	475.-
STM-23	8' - 10' Ft. deep	LF	935.-
STM-24	10' - 12' Ft. deep	LF	1125.-
STM-25	12' - 15' Ft. deep	LF	1420.-
	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-26	0' - 6' Ft. deep	LF	37.-
STM-27	6' - 8' Ft. deep	LF	115.-
	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-28	0' - 6' Ft. deep	LF	87.-
STM-29	6' - 8' Ft. deep	LF	115.-
	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-30	0' - 6' Ft. deep	LF	92.-
STM-31	6' - 8' Ft. deep	LF	135.-
	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-32	0' - 6' Ft. deep	LF	92.-
STM-33	6' - 8' Ft. deep	LF	135.-
	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-34	0' - 6' Ft. deep	LF	135.-
STM-35	6' - 8' Ft. deep	LF	178.-
	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-36	0' - 6' Ft. deep	LF	135.-
STM-37	6' - 8' Ft. deep	LF	178.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STM-38	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
	0' - 6' Ft. deep	LF	205. -
STM-39	6' - 8' Ft. deep	LF	425. -
STM-40	8' - 10' Ft. deep	LF	615. -
STM-41	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of:		
	0' - 6' Ft. deep	LF	205. -
STM-42	6' - 8' Ft. deep	LF	425. -
STM-43	8' - 10' Ft. deep	LF	615. -
STM-44	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
	0' - 6' Ft. deep	LF	255. -
STM-45	6' - 8' Ft. deep	LF	425. -
STM-46	8' - 10' Ft. deep	LF	445. -
STM-47	10' - 12' Ft. deep	LF	695. -
STM-48	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of:		
	0' - 6' Ft. deep	LF	255. -
STM-49	6' - 8' Ft. deep	LF	425. -
STM-50	8' - 10' Ft. deep	LF	445. -
STM-51	10' - 12' Ft. deep	LF	695. -
STM-52	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
	0' - 6' Ft. deep	LF	295. -
STM-53	6' - 8' Ft. deep	LF	515. -
STM-54	8' - 10' Ft. deep	LF	995. -
STM-55	10' - 15' Ft. deep	LF	1525. -
STM-56	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of:		
	0' - 6' Ft. deep	LF	295. -
STM-57	6' - 8' Ft. deep	LF	515. -
STM-58	8' - 10' Ft. deep	LF	995. -
STM-59	10' - 15' Ft. deep	LF	1525. -
STM-60	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
	0' - 6' Ft. deep	LF	405. -
STM-61	6' - 8' Ft. deep	LF	640. -
STM-62	8' - 10' Ft. deep	LF	1250. -
STM-63	10' - 15' Ft. deep	LF	1770. -

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-64	0' - 6' Ft. deep	LF	485.-
STM-65	6' - 8' Ft. deep	LF	640.-
STM-66	8' - 10' Ft. deep	LF	1250.-
STM-67	10' - 15' Ft. deep	LF	1770.-
	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-68	0' - 6' Ft. deep	LF	85.-
STM-69	6' - 8' Ft. deep	LF	105.-
	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-70	0' - 6' Ft. deep	LF	85.-
STM-71	6' - 8' Ft. deep	LF	105.-
	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-72	0' - 6' Ft. deep	LF	87.-
STM-73	6' - 8' Ft. deep	LF	115.-
	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-74	0' - 6' Ft. deep	LF	87.-
STM-75	6' - 8' Ft. deep	LF	115.-
	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-76	0' - 6' Ft. deep	LF	92.-
STM-77	6' - 8' Ft. deep	LF	135.-
	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-78	0' - 6' Ft. deep	LF	92.-
STM-79	6' - 8' Ft. deep	LF	135.-
	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-80	0' - 6' Ft. deep	LF	135.-
STM-81	6' - 8' Ft. deep	LF	198.-
	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-82	0' - 6' Ft. Deep	LF	135.-
STM-83	6' - 8' Ft. Deep	LF	198.-
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-84	0' - 4' Ft. deep	EA	6550.-
STM-85	4' - 6' Ft. deep	EA	7990.-
STM-86	6' - 8' Ft. deep	EA	12,110.-
STM-87	8' - 10' Ft. deep	EA	14,880.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STM-88	10' - 12' Ft. deep	EA	23,780.-
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-89	0' - 4' Ft. deep	EA	6,550.-
STM-90	4' - 6' Ft. deep	EA	7,990.-
STM-91	6' - 8' Ft. deep	EA	12,110.-
STM-92	8' - 10' Ft. deep	EA	14,880.-
STM-93	10' - 12' Ft. deep	EA	23,780.-
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-94	0' - 4' Ft. deep	EA	9,325.-
STM-95	4' - 6' Ft. deep	EA	10,440.-
STM-96	6' - 8' Ft. deep	EA	15,770.-
STM-97	8' - 10' Ft. deep	EA	18,340.-
STM-98	10' - 12' Ft. deep	EA	29,660.-
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-99	0' - 4' Ft. deep	EA	9,325.-
STM-100	4' - 6' Ft. deep	EA	10,440.-
STM-101	6' - 8' Ft. deep	EA	15,770.-
STM-102	8' - 10' Ft. deep	EA	18,340.-
STM-103	10' - 12' Ft. deep	EA	29,660.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-104	0' - 4' Ft. deep	EA	6125.-
STM-105	4' - 6' Ft. deep	EA	7250.-
STM-106	6' - 8' Ft. deep	EA	11,200.-
STM-107	Optional Pollution Control Device	EA	1150.-
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-108	0' - 4' Ft. deep	EA	6325.-
STM-109	4' - 6' Ft. deep	EA	7425.-
STM-110	6' - 8' Ft. deep	EA	12,425.-
STM-111	Optional Pollution Control Device	EA	1150.-
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-112	0' - 4' Ft. deep	EA	6415.-
STM-113	4' - 6' Ft. deep	EA	7535.-
STM-114	6' - 8' Ft. deep	EA	12,725.-
STM-115	8' - 10' Ft. deep	EA	18,790.-
STM-116	10' - 12' Ft. deep	EA	26,970.-
STM-117	Optional Pollution Control Device	EA	1150.-

DESCRIPTION OF BID ITEM		UNIT	TOTAL
RESTORATION			
	Removal and disposal of 6" thick concrete	SF	19.75
	Furnish & Install 4" Concrete without wire	SF	26.90
	Furnish & Install 6" Concrete without wire	SF	31.75
	Furnish & Install ADA compliant detectable surface	EA	87.-
R-4	Furnish & Install FDOT Type "D" Curb - by hand	LF	120.50
R-5	Furnish & Install FDOT Type "D" Curb - by machine	LF	132.75
R-6	Furnish & Install FDOT Type "F" Curb - by hand	LF	120.50
R-7	Furnish & Install FDOT Type "F" Curb - by machine	LF	141.75
R-8	Furnish & Install FDOT Valley Gutter - by hand	LF	120.50
R-9	Furnish & Install FDOT Valley Gutter - by machine	LF	145.75
R-10	Furnish & Install Bahia Sod - up to 1000 SF	SF	3.20
R-11	Furnish & Install Bahia Sod - over 1000 SF	SF	0.90
R-12	Furnish & Install Floratam Sod - up to 1000 SF	SF	4.15
R-13	Furnish & Install Floratam Sod - over 1000 SF	SF	1.75
R-14	Furnish & Install FDOT seed & mulch mix	SY	32.75
R-15	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	HR	62.50
R-16	Removal and Disposal of Existing Asphalt Pavement	SY	22.-
R-17	Mill Existing Pavement (3/4" - 1" avg)	SY	94.-
R-18	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)	SY	84.25
R-19	Furnish and Install 1-1/2" Type S-I Asphalt First Course	SY	85.-
R-20	Furnish and Install 1" Type S-III Surface Course	SY	85.-
R-21	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way	SY	85.-
R-22	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way	SY	170.-
R-23	FDOT Flowable Fill (Excavatable)	CY	325.-
R-24	Leak Repairs (structures) - Grouting	GAL	490.-
R-25	Ground Stabilization Grouting	CY	785.-
R-26	6" Limerock/ Crushed Concrete Base, primed	SY	45.-

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
R-28	8" Limerock/ Crushed Concrete Base, primed	SY	53. -
R-29	12" Compacted Subgrade, 98% T-180	SY	23. -
R-30	Adjust manhole ring and cover to grade	EA	1025. -
R-31	Adjust valve box to grade	EA	925. -
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	SF	72.25
BY-PASS PUMP SET UP WITH BY-PASS PUMPING			
BP-1	Bypass 8" Sewer Set Up	EA	225. -
BP-2	Bypass 10" to 12" Sewer Setup	EA	1275. -
BP-3	Bypass 15" to 18" Sewer Setup	EA	2425. -
BP-4	Bypass 24" Sewer Setup	EA	6450. -
BP-5	Bypass 4" Pump Including Monitoring	DAY	1025. -
BP-6	Bypass 6" Pump Including Monitoring	DAY	3625. -
BP-7	Bypass 8" Pump Including Monitoring	DAY	4750. -
BP-8	Bypass 10" Pump Including Monitoring	DAY	7570. -
WELL POINT SYSTEM AND DE-WATERING			
WP-1	Well Point system up to 150 points complete with pump and jetting equipment, and Monitoring	DAY	4225. -
WP-2	Well Point system with more than 150 points complete with pump and jetting equipment, and Monitoring	DAY	3250. -
IMPORTED BACKFILL & REMOVAL OF IN-SITU MATERIAL			
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY	110. -
BF-2	Imported Backfill & Compaction	CY	175. -

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
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PLEASE PREPARE YOUR PRICE PROPOSAL FOR EACH SCENARIO OUTLINED BELOW BY USING THE PRICING SUBMITTED ON THE ABOVE BID ITEM PRICE SHEETS (Pages BP-1 through BP-19) AND SUBMIT ON YOUR LETTERHEAD.

BID No.: 019-2821-19/IT

SCENARIO #1

Emergency Repair: 8-inch sewer main in rear easement of a residential neighborhood at 16-feet deep. Bypass 300-linear feet of sewer main, excavate and dewater with well point system (180 well points) to repair and replace 10-feet of PVC pipe with C-900 PVC pipe. Reconnect one (1) 6-inch sewer lateral, backfill and restore 2,600 SF of Floratam sod and water in sod.

SCENARIO #2

Emergency Repair: 16-inch sewer force main in utility right-of-way at 4-feet deep. Repair and replace 6-foot section of 16-inch CIP with 16-inch epoxy lined DIP with fittings. Backfill in lifts, restore 400 SF of FDOT approved asphalt and 1,500 SF of Bahia sod and water in sod.

SCENARIO #3

Scheduled Repair: Excavate and dewater with well point system (100 well points) to repair and replace 20-linear feet of 48-inch stormwater CMP with 48-inch CAP 10-feet deep. Restore an area of 3,000 SF of Bahia sod and water in sod.

SCENARIO #4

Emergency Repair: 20-inch valve is leaking in FDOT roadway. Replace 20-inch butterfly valve, 10-foot section of 20-inch DIP and approved fittings. Back fill excavation in 12-inch lifts with FDOT approved rock. Restore 500 SF of asphalt.

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CITY of BOYNTON BEACH

BID #019-2821-19/IT

“REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS”

ATTACHMENTS:

- 1.) SCENARIO #1**
- 2.) SCENARIO #2**
- 3.) SCENARIO #3**
- 4.) SCENARIO #4**

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COST ESTIMATE – APRIL 1, 2019 (SCENARIO # 1)

SOLD TO: CITY of BOYNTON BEACH
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FLORIDA 33426

SHIP TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. JOSEPH PATERNITI, P.E., UTILITY DIRECTOR

CC: MR. TREMAINE JOHNSON, MANAGER FIELD OPERATIONS
MR. THORLEY JOHNSON, SUPERVISOR WASTEWATER

SUBJECT: CITY of BOYNTON BEACH
EMERGENCY GRAVITY SEWER MAIN REPAIR (SCENARIO # 1)
GRAVITY SEWER EXCAVATED POINT REPAIR
8-INCH SEWER, DEPTH 16.0 VF, REPLACE SEWER LATERAL
REAR-YARD EASEMENT RESIDENTIAL

LOCATION:

SCOPE of WORK: Emergency Mobilization, Utility Locations, Notifications, MOT, Excavate, Dewater, Shore, Trench Safety, By-pass Pumping, Repair Existing 8-Inch Gravity Sewer (10 LF of C-900 PVC), Reconstruct 6-Inch Sewer Lateral and Cleanout, Backfill, Compact, Proctors, Densities, Restoration of Sod (2,600 SF), Water Sod, Final Cleanup and Demobilize.

CONTRACT: CITY of BOYNTON BEACH, PROJECT # 019-2821-19/IT
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-1	Emergency Mobilization (Rear Easement)	1	LS	\$ 700.00	\$ 700.00
GC-8	MOT Residential Street	.5	EA.	\$ 225.00	\$ 112.50
GC-12	Density Tests	2	EA	\$ 18.00	\$ 36.00
GC-13	Proctor Tests	0	EA.	\$ 75.00	\$ 0.00
SWR-11	8-Inch PVC C-900 Sewer Main (Rear)	10	LF	\$ 365.00	\$ 3,650.00
SWR-101	Reconstruct 6-Inch Lateral and CO (Single)	1	EA.	\$ 5,575.00	\$ 5,575.00
R-14	Floritam Sod replacement >1000 SF	2600 SF		\$ 1.75	\$ 4,550.00
R-16	Water and Irrigate Sod	2.5	HR.	\$ 62.50	\$ 156.25
BP-1	Bypass 8-Inch Sewer Set Up	1	EA.	\$ 225.00	\$ 225.00
BP-5	Bypass 4-Inch Pump	.5	DAY	\$ 1,025.00	\$ 512.50
WP-2	Well Point System	.75	DAY	\$ 3,250.00	\$ 2,437.50

TOTAL COST ESTIMATE ***** \$ 17,954.75

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.

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COST ESTIMATE – APRIL 1, 2019 **SCENARIO # 2**

SOLD TO: CITY of BOYNTON BEACH
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FLORIDA 33426

SHIP TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. JOESPH PATERNITI, P.E., UTILITY DIRECTOR

CC: MR. TREMAINE JOHNSON, MANAGER FIELD OPERATIONS

SUBJECT: CITY of BOYNTON BEACH
EMERGENCY FORCE MAIN REPAIR (SCENARIO # 2)
16-INCH SEWER FORCE MAIN REPAIR
16-INCH DIP FM, DEPTH 4.0 VF

LOCATION: FDOT RIGHT-of-WAY

SCOPE of WORK: Emergency Mobilization, Utility Locations, Notifications, FDOT MOT, Excavate, Dewater, Shore, Trench Safety, Repair Existing 16-Inch FM with Epoxy Pipe and Fittings (6 LF), Backfill, Compact, Proctors, Densities, Assist City with any Cleanup Operations from FM, Restoration of 400 SF of FDOT Asphalt and 1,500 SF of FDOT Bahia Sod and Water, Final Cleanup and Inspection, Demobilize.

CONTRACT: CITY of BOYNTON BEACH, PROJECT # 019-2821-19/IT
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION,
WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-2	Emergency Mobilization (Right-of-Way)	1	LS	\$ 700.00	\$ 700.00
GC-10	MOT DOT Roadway	1	EA.	\$ 1,125.00	\$ 1,125.00
GC-12	Density Tests	2	EA.	\$ 18.00	\$ 36.00
GC-13	Proctor Tests	0	EA.	\$ 75.00	\$ 0.00
SWR-90	16-Inch DIP Epoxy Lined FM (Right-of -Way)	6	LF	\$ 155.00	\$ 930.00
SWR-103	DI Fittings for Wastewater FM	.08	TN.	\$ 8,975.00	\$ 718.00
SWR-110	16-Inch Mega-Lug for DIP	4	EA.	\$ 212.00	\$ 848.00
R-12	Bahia Sod replacement >1000 SF	1500	SF	\$ 0.90	\$ 1,350.00
R-16	Water and Irrigate Sod	1.5	HR.	\$ 62.50	\$ 93.75
R-17	Remove/Dispose existing Asphalt	22	SY	\$ 22.00	\$ 484.00
R-22	1-1/2 Inch SP 12.5 First Course (FDOT)	44	SY	\$ 85.00	\$ 3,740.00
R-28	8-Inch limerock Base/Primed	44	SY	\$ 53.00	\$ 2,332.00
R-29	12-Inch Compacted Subgrade 98%, T-180	44	SY	\$ 23.00	\$ 1,012.00

TOTAL COST ESTIMATE ***** \$ 13,368.75

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.

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COST ESTIMATE – APRIL 1, 2019 (SCENARIO # 3)

SOLD TO: CITY of BOYNTON BEACH
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FLORIDA 33426

SHIP TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. MICHAEL R.T. LOW, DEPUTY DIRECTOR

CC: MR. CHRISTOPHER ROSCHEK, P.E., ENGINEERING MANAGER

SUBJECT: CITY of BOYNTON BEACH
SCHEDULED REPAIR DRAINAGE (SCENARIO # 3)
STORM WATER EXCAVATED POINT REPAIR
48-INCH CAP DRAINAGE, DEPTH 10.0 VF

LOCATION: CITY RIGHT-of-WAY

SCOPE of WORK: Mobilization, Utility Locations, Notifications, MOT, Excavate, Dewater, Shore, Trench Safety, Repair Existing 48-Inch Stormwater Drainage (20 LF of CAP), Backfill, Compact, Proctors, Densities, Restoration of Sod (3,000 SF), Water Sod, Final Cleanup and Demobilize.

CONTRACT: CITY of BOYNTON BEACH, PROJECT # 019-2821-19/IT
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-4	Mobilization (Right-of-Way)	1	LS	\$ 400.00	\$ 400.00
GC-8	MOT Residential Street	1	EA.	\$ 225.00	\$ 225.00
GC-12	Density Tests	2	EA.	\$ 18.00	\$ 36.00
GC-13	Proctor Tests	0	EA.	\$ 75.00	\$ 0.00
STM-46	48-Inch CAP Storm Water 8/10' cut (ROW)	20	LF	\$ 445.00	\$ 8,900.00
R-12	Bahia Sod replacement >1000 SF	3000	SF	\$ 0.90	\$ 2,700.00
R-16	Water and Irrigate Sod	1.5	HR.	\$ 62.50	\$ 93.75
WP-1	Well Point System	.5	DAY	\$ 4,225.00	\$ 2,112.50

TOTAL COST ESTIMATE ***** **\$ 14,467.25**

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.

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COST ESTIMATE – APRIL 1, 2019 (SCENARIO # 4)

SOLD TO: CITY of BOYNTON BEACH
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FLORIDA 33426

SHIP TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. JOSEPH PATERNITI, P.E., UTILITY DIRECTOR

CC: MR. MICHAEL LOW, DEPUTY DIRECTOR
MR. TREMAINE JOHNSON, MANAGER FIELD OPERATIONS

SUBJECT: CITY of BOYNTON BEACH
EMERGENCY WATER MAIN VALVE REPAIR (SCENARIO # 4)
20-INCH BUTTERFLY VALVE REPLACEMENT
20-INCH DIP WATER MAIN

LOCATION: FDOT RIGHT-of-WAY

SCOPE of WORK: Emergency Mobilization, Utility Locations, Notifications, FDOT MOT, Excavate, Dewater, Shore, Trench Safety, Replace Existing 20-Inch Butterfly Valve with 20-Inch DIP and Fittings (10 LF), Backfill, Compact, Proctors, Densities, Assist City with any Cleanup Operations from Water Main Break, Restoration of 500 SF of FDOT Asphalt, Final Cleanup and Inspection, Demobilize.

CONTRACT: CITY of BOYNTON BEACH, PROJECT # 019-2821-19/IT
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION,
WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-2	Emergency Mobilization (Right-of-Way)	1	LS	\$ 700.00	\$ 700.00
GC-10	MOT DOT Roadway	1	EA.	\$ 1,125.00	\$ 1,125.00
GC-12	Density Tests	2	EA.	\$ 18.00	\$ 36.00
GC-13	Proctor Tests	0	EA.	\$ 75.00	\$ 0.00
WTR-17	20-Inch DIP Water Main (R-O-W)	10	LF	\$ 175.00	\$ 1,750.00
WTR-23	Ductile Iron Fittings for Water Main	.07	TN.	\$ 7,975.00	\$ 558.25
WTR-30	20" Mega-Lugs for DIP	4	EA.	\$ 212.00	\$ 848.00
WTR-62	20-Inch Butterfly Valve & Valve Box	1	EA.	\$ 3,225.00	\$ 3,225.00
R-22	1-1/2 Inch SP 12.5 First Course (FDOT)	55	SY	\$ 85.00	\$ 4,675.00
R-28	8-Inch limerock Base/Primed	55	SY	\$ 53.00	\$ 2,915.00
R-29	12-Inch Compacted 98%, T-180	55	SY	\$ 23.00	\$ 1,265.00

TOTAL COST ESTIMATE ***** \$ 17,097.25

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.
2.) NO BID ITEM for 20-INCH BUTTERFLY VALVE or 20-INCH MEGALUGS.

The City of Boynton Beach



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

February 24, 2021

BID: **Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems**

BID No. 019-2821-19/IT

Agreement between the City of Boynton Beach and **MADSEN-BARR CORPORATION:**

BID RENEWAL TERM: MAY 8, 2021 THRU MAY 7, 2022

☒ Yes, I agree to renew the existing bid under the same terms, conditions, and pricing for an additional one-year term.

☐ No, I do not wish to renew the bid for the following reason(s) _____

MADSEN-BARR CORPORATION

NAME OF COMPANY

JOHN BARR

NAME OF REPRESENTATIVE
(please print)

2/28/21

DATE

johnbarr@madsenbarr.com
E-MAIL

SIGNATURE

PRESIDENT

TITLE

954.401.6758

(AREA CODE) TELEPHONE NUMBER



John Barr
President

MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 489-7773
Palm Beach: (561) 753-6363
Fax: (561) 753-6382
Cell: (954) 401-6758
Email: johnbarr@madsenbarr.com

12113 Indian Mound Road
Wellington, Florida 33449

The City of Boynton Beach



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

April 7, 2021

Mr. John Barr
Madsen-Barr Corporation
12113 Indian Mound Road
Wellington, FL 33449

VIA E-MAIL TO: johnbarr@madsenbarr.com

BID: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems

BID No. 019-2821-19/IT

NEW BID TERM: MAY 8, 2021 THRU MAY 7, 2022

Dear Mr. Barr:

At the Commission meeting of April 6, 2021, the City Commission approved the one-year extension to the bid for "Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems" awarded to Madsen-Barr as a primary vendor.

We have your recent Certificate of Insurance expiring 10-18-2021 on file and we look forward to working with Madsen-Barr for another year. If you have any questions, please do not hesitate to contact Taralyn Pratt at (561) 742-6308.

Sincerely

Mara Frederiksen
Director of Financial Services

C: Kristeena Pinto, Purchasing Manager
Taralyn Pratt, Contract Administrator
Melissa Roberts, Administrative Assistant

jma

MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: johnbarr@madsenbarr.com



MEMORANDUM – FEBRUARY 16, 2023

TO: THE VILLAGE of PALM SPRINGS
226 CYPRESS LANE
PALM SPRINGS, FLORIDA 33461

ATTENTION: MR. ANDREW KLAUSNER, PROJECT COORDINATOR

SUBJECT: APPROVAL TO USE/PIGGYBACK CITY of BOYNTON BEACH CONTRACT #019-2821-19/IT,
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER
COLLECTION and STORM WATER UTILITY SYSTEMS"

GREETINGS MR. KLAUSNER,

PLEASE BE ADVISED THAT OUR FIRM APPROVES THE USE and PIGGYBACK of OUR CITY of
BOYNOTN BEACH CONTRACT NUMBER 019-2821-19/IT.

PLEASE BE ADVISED THAT OUR FIRM APPROVES THE USE of OUR FIRMS SUBCONTRACTOR FOR
VARIOUS SCOPES OF WORKS THAT THE VILLAGE of PALM SPRINGS MIGHT REQUIRE IN THEIR UTILITY
SYSTEMS of FOSTER MARINE CONTRACTORS, INC.

PLEASE BE ADVISED THAT OUR FIRM IS ATTACHING THE "VENDOR REQUEST FORM" and "W-
9" for MADSEN-BARR CORPORATION.

PLEASE BE ADVISED THAT OUR FIRM IS ATTACHING THE "ORIGINAL CONTRACT AWARD
LETTER for BID NO. 019-2821-19/IT" DATED MAY 9, 2019

PLEASE BE ADVISED THAT OUR FIRM IS ATTACHING THE "ORIGINAL INVITATION TO BID" for
BID NUMBER 019-2821-19/IT.

PLEASE BE ADVISED THAT OUR FIRM IS ATTACHING THE "RENEWAL AGREEMENT TILL MAY 7,
2024"

PLEASE BE ADVISED THAT THE "BID TABULATION" and "UNIT PRICES" WILL BE SENT VIA
FOSTER MARINE CONTRACTORS, INC.

PLEASE ADVISE IF ANY ADDITIONAL INFORMATION IN REQUIRED AT THIS TIME FROM OUR FIRM.
THANKS John Barr, President.



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

VENDOR REQUEST FORM

VENDOR #

REQUEST TYPE:	NEW ☒	UPDATE ☐
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VENDOR INFORMATION		
INDIVIDUAL NAME/COMPANY/FIRM NAME as shown on W-9 MADSEN-BARR CORPORATION		
ADDITIONAL NAME if applicable/(Doing Business As)		TAX ID NUMBER FEIN OR SSN
VENDOR ADDRESS 12113 INDIAN MOUND ROAD		
CITY WELLINGTON	STATE FL.	ZIP 33449
PAYMENT ADDRESS if different from address above		
CITY	STATE	ZIP

FOR EFT PAYMENTS ONLY - Proof of Account Required **N/A**

BANK NAME		
BANK ADDRESS		
CITY	STATE	ZIP
E-MAIL for vendor to receive remittance	ACCOUNT TYPE: Checking ☐ Savings ☐	
ACCOUNT NO.	ROUTING NO.	

CONTACT INFORMATION - Required

CONTACT NAME JOHN BARR	PHONE 954-401-6758	E-MAIL johnbarr@madsenbarr.com
DETAIL REASON FOR REQUEST: BOYNTON BEACH CONTRACT (#019-2821-19/IT) FOLLOWBACK		
REQUESTED BY	DEPARTMENT	DATE REQUESTED/SENT

FINANCE DEPARTMENT USE ONLY		
DOCUMENTS PRESENTED:		
☐ W-9	☐ Agreement/Contract	☐ Insurance
☐ EFT Support	☐ E-Verify Support(contracts)	☐ Other
Procurement Specialist: Entered By: _____		Reviewed By: _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) MADSEN-BARR CORPORATION	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	
☐ Exempt payee	
Address (number, street, and apt. or suite no.) 12113 INDIAN MOUND ROAD	Requester's name and address (optional)
City, state, and ZIP code WELLINGTON, FL 33449	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
65	-	1032119						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 2/16/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

~~The City of~~ Boynton Beach



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

May 9, 2019

Madsen/Barr Corp.

VIA E-MAIL TO: johnbarr@madsenbarr.com

REF: AWARD OF BID NO. 019-2521-19/IT- Repairs and Emergency Services

At the meeting of May 7, 2019, City Commission awarded the subject Bid to your firm as the PRIMARY vendor. The initial term of the Contract will be from May 8, 2019 thru May 7, 2021. With the option to renew for three (3) additional one-year terms subject to vendor acceptance, satisfactory performance and determination that the renewal is in the best interest of the City.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/AgendaIntranet/CoverSheet.aspx?ItemID=5907&MeetingID=260>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to my attention at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Upon receipt of the Certificate of Insurance, we will provide you with a purchase order.

The Contract Manager for this Contract is Tremaine Johnson, Telephone: (561) 742-6476 and e-mail: JohnsonTr@bbfl.us.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Madsen/Barr Corp.

Sincerely,

Eric Marmer

Eric Marmer, MPA
Buyer

cc: Tremaine Johnson, Manager, Field Operations, Boynton Beach Utilities
Central File
File

CITY OF BOYNTON BEACH

**REPAIRS AND EMERGENCY SERVICES
FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION AND STORM
WATER UTILITY SYSTEMS**

BID No. 019-2821-19/IT

**CITY OF BOYNTON BEACH
CITY HALL
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FL 33426**

**BID DUE DATE: APRIL 1, 2019
NO LATER THAN 2:30 P. M.**

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
GENERAL CONDITIONS			
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	722.-
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	700.-
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	400.-
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	400.-
GC-5	Record Drawing	LS	675.-
GC-6	Construction Survey	LS	892.-
GC-7	Pre-During-Post Construction Digital Photos	LS	415.-
GC-8	M.O.T. Residential Street	EA	225.-
GC-9	M.O.T. City Arterial Roadway	EA	745.-
GC-10	M.O.T. DOT Roadway	EA	1125.-
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)	ALLOWANCE ITEM	
GC-12	Density Tests (actual cost reimbursement by City)	---	13.-
GC-13	Proctor Tests (actual cost reimbursement by City)	---	75.-
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)	---	75.-
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	---	75.-
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)	---	75.-
GC-17	Applicable Permits (actual cost reimbursement by City)	---	1.-
WASTEWATER			
Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:			
SWR-1	0' - 6' FT Deep	LF	120.-
SWR-2	6' - 8' FT Deep	LF	230.-
SWR-3	8' - 10' FT Deep	LF	295.-
SWR-4	10' - 12' FT Deep	LF	335.-
SWR-5	12' - 16' FT Deep	LF	345.-
SWR-6	16' - 20' FT Deep	LF	575.-
Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:			
SWR-7	0' - 6' FT Deep	LF	120.-
SWR-8	6' - 8' FT Deep	LF	230.-
SWR-9	8' - 10' FT Deep	LF	295.-
SWR-10	10' - 12' FT Deep	LF	335.-
SWR-11	12' - 16' FT Deep	LF	345.-
SWR-12	16' - 20' FT Deep	LF	575.-

The City of Boynton Beach



Finance/Procurement Services
3301 Quantum Boulevard, Suite 101,
Boynton Beach, FL 33426
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322
FAX: (561) 742-6316

NOTICE TO CONTRACTORS

Sealed Bids for:

Bid Title: REPAIRS AND EMERGENCY SERVICES FOR WATER
DISTRIBUTION, WASTEWATER COLLECTION AND
STORM WATER UTILITY SYSTEMS
Bid Number: 019-2821-19/IT

will be received by the City of Boynton Beach, Boynton Beach, Florida in PROCUREMENT SERVICES on or before **APRIL 1, 2019, no later than 2:30 P. M. (local time)**.

Bid Submittals will be opened in:

**CITY HALL
Procurement Services
3301 Quantum Blvd., Suite 101
Boynton Beach, Florida 33426**

If by mail: P.O. Box 310, Boynton Beach, Florida 33425-0310

All Bids will be publicly opened and the total bid prices will be read aloud. Bids received after the assigned date and time will NOT be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that Bids can be considered. The City reserves the right to consider Bids that have been determined by the City to be received late due to mishandling by the City after receipt of the Bids and prior to award being made.

Scope of Work:

The City of Boynton Beach is seeking a maximum of two qualified contractors to demonstrate specific experience in utility system general repairs and emergency services. The contractor shall furnish, install and provide all labor and materials to complete repairs to the City's utility systems. The scopes of work will be performed on an "as needed basis" based on the established bid pricing. Individual purchase orders will be issued by the City as required.

Repairs will be made to the City's Water Distribution, Wastewater Collection and Storm Water Systems and generally consist of, but are not limited to, furnishing and installing various sizes of C-900 PVC pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines;

various types of pipe for storm water conveyance; and concrete structures for the wastewater and storm water systems. Set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The work shall be performed at various locations throughout the City of Boynton Beach and surrounding service areas.

The foregoing description is general in nature; specific scopes of work will utilize these bid documents, Technical Specifications, and the Utilities Engineering Design Handbook and Construction Standards, January 2013 Edition and can be viewed and/or downloaded from the following City's website at the following link: <https://www.boynton-beach.org/sites/default/files/documents/utilities/engineering-handbook-design-manual.pdf>

The Utilities Engineering Design Handbook and Construction Standards, January 2013 Edition are hereby incorporated into this bid document by reference.

The City of Boynton Beach is seeking the services of a qualified Contractor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the project area.

The scope of work is more clearly defined in the Contract Documents, Special Conditions and Terms and Conditions for City Furnished Materials (if applicable), Technical Specifications and project drawings, which are hereby not listed in any order of precedence.

At the time of the opening of bids, each bidder shall be presumed to have inspected the site and to have read to be thoroughly familiar with the plans and Contract Documents (including all addenda). Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to this bid.

ATTENTION ALL INTERESTED BIDDERS:

Copies of this solicitation package may be obtained from Onvia Demandstar at www.demandstar.com or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. Paper copies of this solicitation may be requested from Procurement Services by calling (561) 742-6322. Bidders who obtain copies of this solicitation from sources other than www.demandstar.com or the City's Procurement Services may potentially risk not receiving certain addendum(s) issued as a result of the solicitation.

Bidders shall submit one (1) original (so marked), one (1) copy along with one (1) electronic copy on a USB thumb drive, for a total of three (3) submissions of the bid and its accompanying statements. No bids may be withdrawn for a period of ninety (90) days after the Bid opening.

The City of Boynton Beach



Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

January 26, 2023

BID: REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER
COLLECTION AND STORM WATER UTILITY SYSTEMS

BID No.: 019-2821-19/IT

Agreement between the CITY OF BOYNTON BEACH and Madsen-Barr Corporation.

AGREEMENT RENEWAL TERM: May 8, 2023 – May 7, 2024

☒ Yes, I agree to renew the existing agreement under the same terms and conditions for an additional one-year term.

☐ No, I do not wish to renew the bid for the following reason(s) _____

MADSEN-BARR CORPORATION

NAME OF COMPANY

JOHN BARR

NAME OF REPRESENTATIVE
(please print)

FEBRUARY 1, 2023

DATE

E-MAIL

johnbarr@madsenbarr.com

A handwritten signature in blue ink, appearing to read "John Barr".

SIGNATURE

PRESIDENT

TITLE

(AREA CODE) TELEPHONE NUMBER

954-401-6758



John Barr
President

MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

CELL: (954) 401-6758
EMAIL: johnbarr@madsenbarr.com

SOUTH OFFICE
3600 State Road 7 (441) Ste. 311
Miramar, FL 33023

NORTH OFFICE (ACCOUNTING)
12113 Indian Mound Road
Wellington, FL 33449



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Utilities

ITEM #21: Amendment No. 5 - Agreement for Professional Services - Eckler Engineering - RFQ No. 2016R-002 - Eckler Engineering Agreements Assignment to CHA Consulting Inc. - Successor in Interest

SUMMARY: On April 6, 2016, the Village Council approved RFQ No. 2016-002 with Eckler Engineering for Professional Services.

On October 28, 2022, the assets of Eckler Engineering, Inc. (EEI) were acquired by CHA Consulting, Inc. Due to this acquisition, CHA is requesting the assignment of this active agreement between Eckler Engineering and the Village of Palm Springs.

As the services being rendered are for ongoing projects, it is the Village's recommendation to approve this amendment to assign the existing agreement with Eckler Engineering to CHA Consulting, Inc.

FISCAL IMPACT:

There is no fiscal impact to the Village of Palm Springs as a result of this amendment.

ATTACHMENTS:

1. Agreement RFQ 2016R-002 Eckler Engineering
2. Letter to Village of Palm Springs from CHA - Eckler Acquisition

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 15th day of April, 20____, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Eckler Engineering, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

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

I. SCOPE OF WORK; TERM; AND COMPENSATION

The scope of work for each project shall be as set forth in in each task order and incorporated herein and shall set forth the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the Consultant to the Village will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Village and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.

- C. The Consultant designates Douglas K. Hammann, as its representative to act as liaison with the Village. The representative shall manage and coordinate Village projects and is hereby authorized to act on behalf of the Consultant on any other related matter with respect to performance of services for the Village in accordance with the Agreement. Any change to name another person shall be requested in writing to the Village, and shall be approved by the Village.
- D. Consultant shall attend all meetings, as specified or as defined in this Agreement.

III. TIME OF PERFORMANCE

- A. The Consultant will begin work promptly after the issuance of a task order.
- B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in each task order. If the Consultant's services are unreasonably delayed by the Village in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Village within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

- A. The Village will compensate the Consultant for the services performed and not to exceed the hourly rate provided in Exhibit "A" and the budget in each task order.

V. PAYMENT

The Village agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the Village's representative. The Consultant shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible drawings and CADD disks in a format compatible with Village's Computer system shall be given to the Village. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Village, including copyright rights, whether the project is completed or not, and will be delivered to the Village upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Village upon request. **ALL DOCUMENTS, WHICH INCLUDE ANY**

DRAWINGS, MAPS, ELECTRONIC FILES OR ANY OTHER DOCUMENT, NO MATTER THE FORM, THAT RESULT FROM CONSULTANT'S SERVICES UNDER THIS AGREEMENT OR ANY AMENDMENTS THERETO SHALL BE IN A FORM/FORMAT AS REQUESTED BY THE VILLAGE IN ITS SOLE DISCRETION. FURTHER ANY COST RELATED TO PROVIDING THE DOCUMENTS IN SUCH FORM SHALL BE THE SOLE RESPONSIBILITY OF THE CONSULTANT, IN NO EVENT SHALL THE VILLAGE BE CHARGED ANY COST, FEE OR CHARGE OF ANY KIND REGARDING THE PRODUCING OF THE DOCUMENTS.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Village's processes, as well as other governmental authorities. Any use by the Village of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Village's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.
 - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this

Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.

- d. Broad Form Property Damage
 - e. Contractual Coverage applicable to this specific Agreement.
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00.

Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.
6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days of cancellation and/or restriction.

7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 15 hours of services related to litigation or dispute resolution. Any such services in excess of 15 hours shall be an extra service.

E. Assignment:

The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

F. Confidential Information:

During all times that the Consultant is employed on behalf of the Village and at all times subsequent to the date of this contract, all discussions between the Village and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Village not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Village, unless mandated by order of the court.

G. Sub consultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Village.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

Village of Palm Springs

Attn: Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

CONSULTANT
Eckler Engineering, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, FL 33067

I. Request for Proposal:

The Request for Proposal is hereby incorporated within and made an integral part of this Agreement.

J. Records:

Records of all expenses relative to each task shall be kept on a generally recognized accounting basis and shall be available to the Village or its authorized representative at mutually convenient times.

K. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

L. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

M. Prohibition against Contingent Fees:

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any

fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

N. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Village shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Village. Further, prior to the Consultant's destruction of any of the above referenced documents, the Village shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Village in order to provide for a smooth transition period.

O. Indemnification:

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Village, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Village or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Village, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Village, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the Village as set forth in Florida Statutes 768.28.

P. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

Q. Compliance with Laws:

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

R. Jurisdiction: Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Beach County.

S. Internal Dispute between Owner and Consultant:

The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

T. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

U. Palm Beach County Inspector General:

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

V. Public Records

Consultant shall comply with Florida's Public Records Laws, and specifically agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed the cost provided in this 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Village all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the information technology systems of the Village.

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

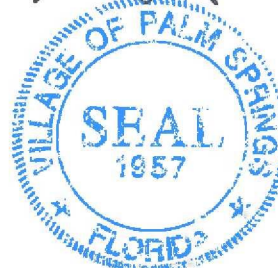
Susan Calger
Village Clerk

VILLAGE OF PALM SPRINGS

By: *[Signature]*
Mayor

Approved as to Form:

[Signature]
Village Attorney



Eckler Engineering, Inc.
Consultant

By: *[Signature]*

WITNESSES:

[Signature]
Douglas K. Hammann
(Name Printed or Typed)

[Signature]
Linda C. Fracasso
(Name Printed or Typed)

State of Florida
County of Palm Beach

BEFORE ME, the foregoing instrument, this 12th day of April, 2016, was acknowledged by Donald A. Eckler, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 12th day of April, 2016.

(SEAL)

Linda C. Fracasso

Notary Public

My Commission Expires: 5/1/2017



LINDA C. FRACASSO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE876296
Expires 5/1/2017

Client#: 1048604

ECKLEENG

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2016

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

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

PRODUCER USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607		CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Eckler Engineering, Inc. 4700 Riverside Dr. Suite 110 Coral Springs, FL 33067		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Old Dominion Insurance Co	
		INSURER B: Travelers Casualty & Surety Co	
		INSURER C: XL Specialty Insurance Company	
		INSURER D:	
		INSURER E:	
		NAIC # 40231 19038 37885	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	BPG1074A	11/27/2015	11/27/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	BPG1074A	11/27/2015	11/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0	X	CUG1074A	11/27/2015	11/27/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	UB5980Y331	05/01/2015	05/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9800118	01/01/2016	01/01/2017	\$2,000,000 per claim \$2,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

Village of Palm Springs is an additional insured with respect to general liability as required by written contract.

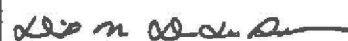
CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



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Village of Palm Springs
Eckler Engineering, Inc. Fee Schedule/Hourly Rates - 2016

Personnel Category	Hourly Rate
Principal	\$205.00
Engineer 8	\$195.00
Engineer 7	\$175.00
Engineer 6	\$154.00
Engineer 5	\$137.00
Engineer 4	\$123.00
Engineer 3	\$107.00
Engineer 2	\$97.00
Engineer 1	\$91.00
Technician 4	\$121.00
Technician 3	\$110.00
Technician 2	\$92.00
Technician 1	\$78.00
On Site Inspector	\$102.00
Secretary	\$78.00

Revisions to these hourly rates will be established in December for the following year.

Reimbursable Expenses:

Subconsultant - Cost plus 10%.

Mileage - Per mile at current IRS rate

Travel, Meals, Postage, Miscellaneous Expenses - Cost



November 30, 2022

Via E-mail Only

Michael Bornstein, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
mbornstein@vpsfl.org

Jimmie Johnson, Utilities Director
jjohnson@vpsfl.org

Dear Mr. Bornstein and Mr. Johnson:

Effective October 28, 2022, the assets of Eckler Engineering, Inc. ("EEI") were acquired by CHA Consulting, Inc. ("CHA"), an innovative, full-service engineering design, consulting and construction management firm delivering sustainable, integrated solutions to the world's most challenging infrastructure projects. With decades of experience, CHA brings inspired talent, forward-leaning technology, and essential partnerships to meet our clients' evolving needs. The addition of EEI's expertise to the existing CHA team of professionals increases our footprint in Florida, expanding CHA's infrastructure team and capabilities to support the growing needs of our water/wastewater clients, and to offer them a suite of other professional services.

We look forward to working with you as your trusted advisors and partners committed to responsibly improving the world we live in. Due to professional regulations, EEI has been integrated into CHA effective as of the closing date, and all of EEI's active contracts will need to be assigned to CHA. Rest assured that the professionals working on your project(s) will remain the same; however, they now bring a significantly expanded team of talent and services to support your most challenging projects.

Please accept this letter as a formal request to assign any active contracts to CHA. If you consent to the assignment, please return an executed PDF to Nikki Dames, Assistant General Counsel, at ndames@chacompanies.com. She can also address any transaction-related questions you may have.

If you have any questions regarding the services CHA offers, please contact Doug Hammann by telephone at (954) 510-4700 or by e-mail at dhammann@ecklerengineering.com. We look forward to continuing our relationship.

Sincerely,

ECKLER ENGINEERING, INC.

A blue ink signature of Doug Hammann, written in a cursive style.

Doug Hammann
President

CHA CONSULTING, INC.

A blue ink signature of John Hensley, Jr., written in a cursive style.

John Hensley, Jr.
Infrastructure Sector President & EVP

CONSENT TO ASSIGNMENT OF CONTRACTS

Village of Palm Springs hereby consents to the assignment of the following agreements, including any active purchase orders issued underneath them whether specifically identified below or not, from Eckler Engineering, Inc. to CHA Consulting, Inc., effective October 28, 2022:

Agreement Name	Date
Agreement for Professional Services (RFQ No. 2016-002)	March 24, 2016
Agreement for Professional Services	September 13, 2018

Village of Palm Springs

By: _____
(Signature)

Name: _____

Title: _____

Date: _____





Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Utilities

ITEM #22: Amendment No. 2 - Agreement for Professional Services - Eckler Engineering - RFQ No. 2018R-002 - Eckler Engineering Agreements Assignment to CHA Consulting Inc. - Successor in Interest

SUMMARY: On September 13, 2018, the Village Council approved RFQ No. 2018-002 with Eckler Engineering for Professional Services.

On October 28, 2022, the assets of Eckler Engineering, Inc. (EEI) were acquired by CHA Consulting, Inc., an innovative, full-service engineering design, consulting, and construction management firm delivering sustainable, integrated solutions to the world's most challenging infrastructure projects. Due to this acquisition, CHA is requesting the assignment of this active agreement between Eckler Engineering and the Village of Palm Springs.

As the services being rendered are for an ongoing project, it is the Village's recommendation to approve this amendment to assign the existing agreement with Eckler Engineering to CHA Consulting, Inc.

FISCAL IMPACT:

There is no fiscal impact to the Village of Palm Springs as a result of this amendment.

ATTACHMENTS:

1. Letter to Village of Palm Springs from CHA - Eckler Acquisition
2. Eckler Engineering - Professional Consulting Services



November 30, 2022

Via E-mail Only

Michael Bornstein, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
mbornstein@vpsfl.org

Jimmie Johnson, Utilities Director
jjohnson@vpsfl.org

Dear Mr. Bornstein and Mr. Johnson:

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We look forward to working with you as your trusted advisors and partners committed to responsibly improving the world we live in. Due to professional regulations, EEI has been integrated into CHA effective as of the closing date, and all of EEI's active contracts will need to be assigned to CHA. Rest assured that the professionals working on your project(s) will remain the same; however, they now bring a significantly expanded team of talent and services to support your most challenging projects.

Please accept this letter as a formal request to assign any active contracts to CHA. If you consent to the assignment, please return an executed PDF to Nikki Dames, Assistant General Counsel, at ndames@chacompanies.com. She can also address any transaction-related questions you may have.

If you have any questions regarding the services CHA offers, please contact Doug Hammann by telephone at (954) 510-4700 or by e-mail at dhammann@ecklerengineering.com. We look forward to continuing our relationship.

Sincerely,

ECKLER ENGINEERING, INC.

A blue ink signature of Doug Hammann, written in a cursive style.

Doug Hammann
President

CHA CONSULTING, INC.

A blue ink signature of John Hensley, Jr., written in a cursive style.

John Hensley, Jr.
Infrastructure Sector President & EVP

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Agreement Name	Date
Agreement for Professional Services (RFQ No. 2016-002)	March 24, 2016
Agreement for Professional Services	September 13, 2018

Village of Palm Springs

By: _____
(Signature)

Name: _____

Title: _____

Date: _____



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of September, 2018, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Eckler Engineering, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

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

I. SCOPE OF WORK; TERM; AND COMPENSATION

The Village has awarded the Consultant the non-exclusive right to provide the Village with professional services ("services").

The scope of work for each project shall be as set forth in in each Work Authorization and incorporated herein and shall set forth the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

This non-exclusive Agreement does not guarantee that the Village will utilize Consultant in any capacity or for any services identified herein. When the Village identifies a need for the Consultant's services, the Village will request a proposal from the Consultant to provide the services requested. The Consultant's proposal shall be submitted in the format of the sample Work Authorization, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the Consultant's fee schedule agreed to by the Village, attached hereto and incorporated herein as **Exhibit "B"**. If a subconsultant(s) is to be utilized for services under a Work Authorization, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same to the Consultant's proposal submitted to the Village. Upon receipt of the Consultant's proposal, the Village shall decide in its sole discretion whether to award the Work Authorization to the

Consultant. If the Work Authorization is awarded to the Consultant, the Consultant shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the Consultant's receipt of a Purchase Order for the services. The Village reserves the right to reject any and all proposals submitted by the Consultant.

This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Mayor and shall have an initial term of five (5) years with three (3) optional one (1) year renewals. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Village.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the Consultant to the Village will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Village and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.
- C. The Consultant designates Douglas K. Hammann, PE, as its representative to act as liaison with the Village. The representative shall manage and coordinate Village projects and is hereby authorized to act on behalf of the Consultant on any other related matter with respect to performance of services for the Village in accordance with the Agreement. Any change to name another person shall be requested in writing to the Village and shall be approved by the Village.
- D. Consultant shall attend all meetings, as specified or as defined in this Agreement.

III. TIME OF PERFORMANCE

- A. The Consultant will begin work promptly after the issuance of a Work Authorization.
- B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in each Work Authorization. If the Consultant's services are unreasonably delayed by the Village in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Village within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

The Village will compensate the Consultant for the services performed and not to exceed the hourly rate provided in Exhibit "B" and the budget in each Work Authorization.

- A. Lump Sum Work Authorizations: The Village shall pay the Consultant the lump sum, not to exceed amount(s) set forth in an approved Work Authorization. The Consultant expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved Work Authorization shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Village unless approved by written amendment to the Work Authorization by the Village Manager or Village Council (depending on the Village's required level of approval for such additional costs). In no case shall the Consultant bill the Village for any amount not stated in an approved Work Authorization or written amendment thereto.
- B. Reimbursable Expenses: The Consultant's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved Work Authorization or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. Consultant shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.
- C. Direct Project Expenses: Unless otherwise specifically stated in an approved Work Authorization, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the Consultant or its subconsultants or its subcontractors, and the use of the Consultant's and employee's automobiles shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Village and the Consultant shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**
- D. Additional Services: If the Village seeks to utilize the Consultant for any additional services related to the services identified herein, the Village and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of a Work Authorization prior to said services being provided.

V. PAYMENT

The Village agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the Village's representative. The Consultant shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report of work shall be

submitted in the format of the sample Monthly Project Status Update, attached hereto and incorporated herein as Exhibit "C". The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

The Consultant shall pay all applicable sales taxes; or the Village shall provide to the Consultant the tax exemption information, where and if appropriate.

In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with Village's Computer system shall be given to the Village. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Village, including copyright rights, whether the project is completed or not, and will be delivered to the Village upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Village upon request.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Village's processes, as well as other governmental authorities. Any use by the Village of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Village's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

- a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - d. Broad Form Property Damage
 - e. Contractual Coverage applicable to this specific Agreement.
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00.

Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional

insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 15 hours of services related to litigation or dispute resolution. Any such services in excess of 15 hours shall be an extra service.

E. Assignment:

The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

F. Confidential Information:

During all times that the Consultant is employed on behalf of the Village and at all times subsequent to the date of this contract, all discussions between the Village and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Village not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Village, unless mandated by order of the court.

G. Subconsultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Village.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

VILLAGE of Palm Springs

Attn: Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

CONSULTANT

Eckler Engineering, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, FL 33067

I. Request for Qualifications:

The Request for Qualifications (RFQ) is hereby incorporated within and made an integral part of this Agreement.

J. Records:

Records of all expenses relative to each task shall be kept on a generally recognized accounting basis and shall be available to the Village or its authorized representative at mutually convenient times.

K. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

L. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

M. Prohibition against Contingent Fees:

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

N. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Village shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Village. Further, prior to the Consultant's destruction of any of the above referenced documents, the Village shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Village in order to provide for a smooth transition period.

O. Indemnification:

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Village, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Village or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Village, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Village, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall

be deemed to affect the rights, privileges and immunities of the Village as set forth in Florida Statutes 768.28.

P. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

Q. Compliance with Laws:

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

R. Jurisdiction; Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Springs County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Springs County.

S. Internal Dispute between Owner and Consultant:

The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

T. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

U. Palm Beach County Inspector General:

In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm

Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

V. Public Records:

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

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

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

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

Gimbalp Hye
Village Clerk



VILLAGE OF PALM SPRINGS

By: *[Signature]*
Mayor

Approved as to Form:

[Signature]
Village Attorney

WITNESSES:

Jeffrey R. Crick
Jeffrey R. Crick
(Name Printed or Typed)

Oscar E. Rubio
Oscar E. Rubio
(Name Printed or Typed)

Eckler Engineering, Inc.

By: *Douglas K. Hammann*
Douglas K. Hammann, P.E.
President

State of Florida
County of ~~Palm Springs~~ Broward

BEFORE ME, the foregoing instrument, this 27th day of August, 2018, was acknowledged by Douglas K. Hammann, President, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 27th day of August, 2018.

(SEAL)

Linda C. Fracasso
Notary Public
My Commission Expires:



Exhibit A



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

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

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated **DATE** between the Village of Palm Springs ("VILLAGE"), and **CONSULTANT NAME** ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

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

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

WORK AUTHORIZATION NO. _____

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

Table X
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

* The schedule is based upon conducting a review meeting within X calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within X calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$X,XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

Table X
Budget Summary

Description	Total
TOTAL	

VI. ASSUMPTIONS

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated **MONTH DAY, 2018**, by and between the Village of Palm Springs ("VILLAGE") and **CONSULTANT NAME** ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

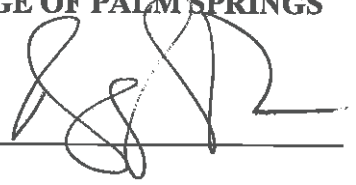
CONSULTANT NAME

By: _____

Print Name: _____

Title: _____

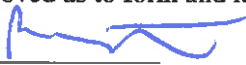
VILLAGE OF PALM SPRINGS

By:  _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By:  _____

(Required if over \$25,000)

Exhibit B

**Village of Palm Springs
Eckler Engineering, Inc. Fee Schedule/Hourly Rates - 2018**

Personnel Category	Hourly Rate
Principal	\$205.00
Engineer 8	\$180.00
Engineer 7	\$165.00
Engineer 6	\$154.00
Engineer 5	\$137.00
Engineer 4	\$123.00
Engineer 3	\$107.00
Engineer 2	\$97.00
Engineer 1	\$91.00
Technician 4	\$121.00
Technician 3	\$110.00
Technician 2	\$92.00
Technician 1	\$78.00
On Site Inspector	\$95.00
Administrative	\$70.00

Rates are valid for 3 years from the Contract date.

Revisions, where applicable, to these hourly rates will be based on the Consumer Price Index (CPI) for the following year.

Reimbursable Expenses:

Subconsultant(s)- Cost

Mileage outside of County - Per mile at current IRS rate

Postage, Reproduction Expenses- Included in hourly rates

Travel, Meals (overnight trips) - Cost

Prepared July 20, 2018

Exhibit C



Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		\$0	\$0	#DIV/0!
2		\$0	\$0	#DIV/0!
3		\$0	\$0	#DIV/0!
4		\$0	\$0	#DIV/0!
Total		\$0	\$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: **MM/DD/YYYY**

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)

LETTER OF TRANSMITTAL**ECKLER ENGINEERING, INC.**

Date: August 28, 2018

4700 Riverside Drive, Suite 110

Coral Springs, Florida 33067

TO: Mr. Matt Hammond, P.E.
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Phone: (954) 510-4700

Fax: (954) 755-2741

RECEIVED**AUG 30 2018**VILLAGE OF PALM SPRINGS
Public Service Dept.

Project No.: 400-000.BD

Project Name:

Agreement for Professional Services

Reference: Agreement for Professional Services

The following items are enclosed:

- | | | | |
|---|---|--|---------------------------------------|
| ☐ Plans | ☐ Copy of Letter | ☐ Change Order | ☐ Test Samples |
| ☐ Specifications | ☐ Photos | ☐ Cost Estimate | ☐ Test Results |
| ☐ Shop Drawings | ☐ Report | ☐ Computer Disk | |
| ☒ Other | | | |

Copies	Description
1	Signed Agreement for Professional Services

These are transmitted:

- | | | |
|---|---|---|
| ☐ For Your Information | ☐ For Your Files | ☐ For Your Approval |
| ☐ For Distribution | ☐ For Your Use | ☒ At Your Request |
| ☐ For Your Comments | ☐ Returned For Corrections | ☐ For Your Signature |
| ☐ Other | | |

Remarks:

--

cc:

Sincerely,



Douglas K. Hammann, P.E.



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Police Department

ITEM #23: Authorize Equipment Licensing Agreement for the Installation of LPR Cameras – Omnia Partners Contract Pricing - Police Department (FY 2023 Budget Funded)

SUMMARY: The Police Department is requesting to enter into a 24-month licensing agreement with Flock Safety (Flock Group, Inc.) for the purpose of installing 12 (twelve) License Plate Recognition (LPR) Cameras/Systems. The total amount to be expended in the first year is \$36,700 and \$32,500 in the second year.

Note: The Police Department will retain the option to add additional years to the purchase and/or cancel the agreement after the initial two-year period.

Pricing for the licensing agreement is based on Omnia Partners IT Products, Services, and Solutions Contract No. 4400006644 that expires on October 31, 2023. Multiple departments across Florida have used this licensing agreement for the purchase and implementation of an LPR system.

The Department will place the LPR systems at strategic locations throughout the Village to assist with gathering intelligence information including, but not limited to, solving crimes, locating missing people, etc.

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 LPR equipment purchase was reviewed by the Police Chief, the Village Attorney, and the Finance Director.

FISCAL IMPACT:

Funds are available in the Police Department's FY23 Budget.

ATTACHMENTS:

1. Omnia Partners Product Discount Sheet
2. Contract Extension Amendment # 7-4400006644
3. Insight Public Sector Notice of Award
4. Insight Acceptance Agreement 05-01-16
5. Omnia Quotation #0225999597 - Village of Palm Springs
6. Flock Safety Agreement - Terms of Service- LPR Cameras

**OMNIA Partners (formerly U.S. Communities) IT Products,
Services, and Solutions Contract No. 4400006644
Product Discount Pricing Structure**

Cisco Products		
Product Line	Discount off MSRP (Government)	Discount off MSRP (Education)
Hardware / Software	36%	36%
Cisco Market	10%	10%
Learning Credits	0%	0%
Cisco Technical and Maintenance Services (SKU based)	8%	8%
Cisco / Insight Advanced / Technical Services (SOW based)	0%	0%
SMARTnet	Incumbent	Non-Incumbent
	16%	8%
		All
		28%

Microsoft Software	
Product Line	Cost Plus Percentage
Microsoft Software (including Cloud)	3.5%
Microsoft Cloud Solution Provider (CSP)	15.0%

All Other Products		
Product Category	Description	Discount off Insight List Price
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Printing / Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
	Printer Accessories	3.6%
	POS Scanners	3.6%
	POS Displays	3.8%
	POS Accessories	4.1%
Servers & Data Center	Memory Server	4.0%
	Servers 1 Processor	3.0%
	Servers 2 Processor	2.3%
	Servers 4+ Processor	2.4%
	Servers Tower	2.4%
	Servers Blade	2.8%
	Server Accessories	2.9%
	Servers Unix	2.1%

**OMNIA Partners (formerly U.S. Communities) IT Products,
Services, and Solutions Contract No. 4400006644
Product Discount Pricing Structure**

All Other Products (continued)		
Product Category	Description	Discount off Insight List Price
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Power Related	Power UPS	1.3%
	Power Surge Protectors	5.5%
	Power Data Center	3.0%
	Power Accessories	4.6%
Networking	Memory Networking	4.0%
	Network Video	2.8%
	Wireless LAN Accessories	3.1%
	Wireless Accessories	3.4%
	Repeaters & Transceivers	2.7%
	10/100 Hubs & Switches	1.5%
	Gigabit Hubs & Switches	2.4%
	KVM	4.1%
	Bridges & Routers	2.5%
	Intrusion Detection	2.9%
	Hardware Firewalls	2.7%
	Telephony	2.0%
	Network Adapters	2.9%
	Networking Accessories	4.5%
	Networking Warranties	2.8%
	Networking Communication	2.9%
	Network Testing Equipment	2.3%
Non-SOW Services	Service Parts	3.6%
	Miscellaneous Solutions	0.7%
	Service Charge	0.7%
	Managed Services	0.7%
	Lab Fees	0.7%
	PC Lab Order Service	0.7%
	Internal Lab Service	0.7%
	Advanced Integration	0.7%
	Electronic Services	0.7%
	Asset Disposal	0.7%
	Asset Management	0.7%
Training	Training Courses	0.7%
	Training Reference	0.7%
Warranties	Warranties Physical	1.5%
	Warranties Electronic	1.5%
	Complex Warranties	1.5%

**OMNIA Partners (formerly U.S. Communities) IT Products,
Services, and Solutions Contract No. 4400006644
Product Discount Pricing Structure**

All Other Products (continued)		
Product Category	Description	Discount off Insight List Price
Storage & Data Management	Hard Disks Fibre Channel	2.7%
	Hard Disks IDE/ATA/SAT	6.2%
	Hard Disks Notebook	2.8%
	Hard Disks SCSI	2.5%
	Hard Disks External	2.7%
	Disk Arrays	2.8%
	Disk Arrays JBOD	2.8%
	Drives Removable Disk	3.4%
	Tape Drives DLT	2.9%
	Tape Drives DAT	2.8%
	Drives Magneto-Optic	2.7%
	Tape Drives SDLT	2.8%
	Tape Drives LTO/Ultra	2.9%
	Tape Drives Travan	2.8%
	Tape Drives 4mm	2.8%
	Tape Drives 8mm/VXA	4.8%
	Tape Drives AIT	2.5%
	Tape Autoloaders DLT	2.3%
	Tape Autoloaders DAT	2.8%
	Tape Autoloaders LTO	2.3%
	Tape Autoloaders AIT	2.8%
	Optical Drives CD-ROM	2.5%
	Optical Drives CD-RW	2.7%
	Optical Drives DVD/CD	0.3%
	Optical Drives DVD-R	3.1%
	Optical Drives DVD-R	2.8%
	Adapters Fibre Channel	2.5%
	Adapters FireWire/US	1.2%
	Adapters IDE/ATA/SAT	3.2%
	Adapters RAID	2.5%
	Adapters SCSI	0.3%
	Storage NAS	2.3%
	Storage SAN	2.7%
	Storage Accessories	3.2%
	Media 4mm Tape	4.8%
	Media AIT Tape	4.5%
	Media Optical	4.7%
	Media DAT Tape	4.8%
	Media DLT Tape	4.2%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.2%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%

**OMNIA Partners (formerly U.S. Communities) IT Products,
Services, and Solutions Contract No. 4400006644
Product Discount Pricing Structure**

All Other Products (continued)		
Product Category	Description	Discount off Insight List Price
Software	Software Computer Security	2.8%
	Software Backup	2.8%
	Software Financial	2.8%
	Software Spreadsheet	2.8%
	Software Business Application	2.8%
	Software Personal Organization	2.8%
	Software Cloning	2.8%
	Software Report Analysis	2.8%
	Software Handheld	2.8%
	Software Flow Chart	2.8%
	Software Word Processing	2.8%
	Software Barcode/OCR	2.8%
	Software CAD/CAM	2.8%
	Software Database	2.8%
	Software Web Development	2.8%
	Software Development	2.8%
	Software Collaboration	2.8%
	Software Graphic Design	2.8%
	Software Virtualization	2.8%
	Software Network OS	2.8%
	Software OS	2.8%
	Software Reference	2.8%
	Software Warranties	2.8%
	Software Utilities	2.8%
	Licensing Computer Security	2.0%
	Licensing Backup	2.0%
	Licensing Financial	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Business Application	2.0%
	Licensing Personal Organization	2.0%
	Licensing Cloning	2.0%
	Licensing Report Analysis	2.0%
	Licensing Handheld	2.0%
	Licensing Flow Chart	2.0%
	Licensing Word Processing	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Database	2.0%
	Licensing Web Development	2.0%
	Licensing Development	2.0%
	Licensing Collaboration	2.0%
	Licensing Graphic Design	2.0%
	Licensing Virtualization	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Reference	2.0%
	Licensing Warranties	2.0%
	Licensing Utilities	2.0%



County of Fairfax, Virginia

AMENDMENT

Date: January 13, 2023

AMENDMENT NO. 7

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE

1000000125

CONTRACT NO.

4400006644

By mutual agreement, Contract 4400006644 is extended for six (6) months at existing prices, terms and conditions, effective May 1, 2023 through October 31, 2023.

Provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY: Scott Friedlander
Scott Friedlander (Jan 9, 2023 10:13 EST)
(Signature)

SVP Insight Public Sector
(Title)

Scott Friedlander
(Printed)

Jan 9, 2023
(Date)

DocuSigned by:

Lee Ann Pender

E239B762E600405

Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
Omnia – amy.smith@omniapartners.com
Contractor – robert.crigler@insight.com
Erica.falchetti@Insight.com
SLEDContracts@insight.com

Contract Specialist III – Yong Kim
ACS Team 1 – Chan Park

DS
JP

DS
SP

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

Amendment 7

Final Audit Report

2023-01-09

Created:	2023-01-09
By:	Erica Falchetti (erica.falchetti@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACyMQ8cawXo3SFBt7IV2uDOgoZzBUnoFL

"Amendment 7" History

-  Document created by Erica Falchetti (erica.falchetti@insight.com)
2023-01-09 - 3:09:26 PM GMT- IP address: 198.187.200.254
-  Document emailed to scott.friedlander@insight.com for signature
2023-01-09 - 3:12:13 PM GMT
-  Email viewed by scott.friedlander@insight.com
2023-01-09 - 3:12:28 PM GMT- IP address: 72.83.157.213
-  Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2023-01-09 - 3:13:43 PM GMT- IP address: 72.83.157.213
-  Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
Signature Date: 2023-01-09 - 3:13:45 PM GMT - Time Source: server- IP address: 72.83.157.213
-  Agreement completed.
2023-01-09 - 3:13:45 PM GMT



NOTICE OF AWARD

Date: **FEB 23 2016**

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services
CONTRACT NUMBER: 4400006644
RFx: RFP2000001701
NIGP CODES: 20453, 20454, 20464, 20491, 20625, 20654, 20656, 20678, 20687, 20811, 20827, 83885, 91828, 92024, 92031, 92037, 92045, 92047
CONTRACT PERIOD: May 1, 2016 through April 30, 2019
RENEWALS: Four (4) optional one year renewals
(or any combination of time equally not more than four years)
SUPERSEDES CONTRACT: 4400001195

CONTRACTOR:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE:
1000000125

Contact: Erica Falchetti
Telephone: (800) 467-4448 x3071
E-mail: Erica.Falchetti@insight.com

TERMS: Net 30 Days

FOB: Destination

PRICES: See <https://www.insight.com/insightweb/welcome> and the Attached Pricing Summary

DPSM CONTACT: Lonnette Robinson, Contracts Specialist Supervisor
Telephone: 703-324-3281; TTY: 711
Fax: 703-324-3228
E-mail: Lonnette.Robinson@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any County Department may enter into FOCUS (Fairfax County Unified System) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.

Lonnette Robinson
Contracts Specialist Supervisor

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Tonya Mills/e

DIT – Ron Shoram/e
DPSM, ACS Team 1 – J. Waysome-Tomlin

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

PRICING SUMMARY

Cisco Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software	36%		36%
Learning Credits	0%		0%
Cisco Technical and Maintenance Services (SKU based)	8%		8%
Cisco / Insight Advanced / Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non- Incumbent	All
	16%	8%	28%

Publisher	Cost Plus %
Microsoft	3.50%

PRICING SUMMARY

Percent Discount from Insight Price List:

Product Category	Description	Discount %
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Printing/Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
	Printer Accessories	3.6%

PRICING SUMMARY

Product Category	Description	Discount %
Printing/Imaging	POS Scanners	3.6%
	POS Displays	3.8%
	POS Accessories	4.1%
Power Related	Power UPS	1.3%
	Power Surge Protectors	5.5%
	Power Data Center	3.0%
	Power Accessories	4.6%
Networking	Memory Networking	4.0%
	Network Video	2.8%
	Wireless LAN Accessories	3.1%
	Wireless Accessories	3.4%
	Repeaters & Transceivers	2.7%
	10/100 Hubs & Switches	1.5%
	Gigabit Hubs & Switches	2.4%
	KVM	4.1%
	Bridges & Routers	2.5%
	Intrusion Detection	2.9%
	Hardware Firewalls	2.7%
	Telephony	2.0%
	Network Adapters	2.9%
	Networking Accessories	4.5%
	Networking Warranties	2.8%
	Networking Communication	2.9%
	Network Testing Equipment	2.3%
Servers & Data Center	Memory Server	4.0%
	Servers 1 Processor	3.0%
	Servers 2 Processor	2.3%
	Servers 4+ Processor	2.4%
	Servers Tower	2.4%
	Servers Blade	2.8%
	Server Accessories	2.9%
	Servers Unix	2.1%
Storage & Data Management	Hard Disks Fibre Channel	2.7%
	Hard Disks IDE/ATA/SAT	6.2%
	Hard Disks Notebook	2.8%
	Hard Disks SCSI	2.5%
	Hard Disks External	2.7%
	Disk Arrays	2.8%
	Disk Arrays JBOD	2.8%
	Drives Removable Disk	3.4%

PRICING SUMMARY

Product Category	Description	Discount %
Storage & Data Management (cont.)	Tape Drives DLT	2.9%
	Tape Drives DAT	2.8%
	Drives Magneto-Optic	2.7%
	Tape Drives SDLT	2.8%
	Tape Drives LTO/Ultra	2.9%
	Tape Drives Travan	2.8%
	Tape Drives 4mm	2.8%
	Tape Drives 8mm/VXA	4.8%
	Tape Drives AIT	2.5%
	Tape Autoloaders DLT	2.3%
	Tape Autoloaders DAT	2.8%
	Tape Autoloaders LTO	2.3%
	Tape Autoloaders AIT	2.8%
	Optical Drives CD-ROM	2.5%
	Optical Drives CD-RW	2.7%
	Optical Drives DVD/CD	0.3%
	Optical Drives DVD-R	3.1%
	Optical Drives DVD-R	2.8%
	Adapters Fibre Channel	2.5%
	Adapters FireWire/US	1.2%
	Adapters IDE/ATA/SAT	3.2%
	Adapters RAID	2.5%
	Adapters SCSI	0.3%
	Storage NAS	2.3%
	Storage SAN	2.7%
	Storage Accessories	3.2%
	Media 4mm Tape	4.8%
	Media AIT Tape	4.5%
	Media Optical	4.7%
	Media DAT Tape	4.8%
	Media DLT Tape	4.2%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.2%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Software	Software Computer Security	2.8%
	Software Backup	2.8%
	Software Financial	2.8%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Software Spreadsheet	2.8%
	Software Business Application	2.8%
	Software Personal Organization	2.8%
	Software Cloning	2.8%
	Software Report Analysis	2.8%
	Software Handheld	2.8%
	Software Flow Chart	2.8%
	Software Word Processing	2.8%
	Software Barcode/OCR	2.8%
	Software CAD/CAM	2.8%
	Software Database	2.8%
	Software Web Development	2.8%
	Software Development	2.8%
	Software Collaboration	2.8%
	Software Graphic Design	2.8%
	Software Virtualization	2.8%
	Software Network OS	2.8%
	Software OS	2.8%
	Software Reference	2.8%
	Software Warranties	2.8%
	Software Utilities	2.8%
	Licensing Computer Security	2.0%
	Licensing Backup	2.0%
	Licensing Financial	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Business Application	2.0%
	Licensing Personal Organization	2.0%
	Licensing Cloning	2.0%
	Licensing Report Analysis	2.0%
	Licensing Handheld	2.0%
	Licensing Flow Chart	2.0%
	Licensing Word Processing	2.0%
	Licensing Barcode/OC	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Database	2.0%
	Licensing Web Development	2.0%
	Licensing Development	2.0%
	Licensing Collaboration	2.0%
	Licensing Graphic Design	2.0%
	Licensing Virtualization	2.0%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Reference	2.0%
	Licensing Warranties	2.0%
	Licensing Utilities	2.0%
Services	Service Parts	3.6%
	Miscellaneous Solutions	0.7%
	Service Charge	0.7%
	Managed Services	0.7%
	Lab Fees	0.7%
	PC Lab Order Service	0.7%
	Internal Lab Service	0.7%
	Advanced Integration	0.7%
	Electronic Services	0.7%
	Asset Disposal	0.7%
	Asset Management	0.7%
Training	Training Courses	0.7%
	Training Reference	0.7%
Warranties	Warranties Physical	1.5%
	Warranties Electronic	1.5%
	Complex Warranties	1.5%

PRICING SUMMARY

	Service Categories	Discount off MSRP
Consulting Services		15%
Consulting Services focus on assisting clients with the development of specific strategies, assessments, planning, design and implementation of solutions. These services include (but are not limited to): Collaboration, Data Protection, Data Center, Insight:License Advisor (I:LA), Networking, Office Productivity, SAM Services and Cloud Professional Services.		
Deployment Services		15%
Deployment Services focus on assisting clients in deploying and maintaining their IT environment. Services involved include (but are not limited to) helping our clients successfully manage every component of their deployment project to ensure project timelines, budgetary requirements, and customer satisfaction goals are met or exceeded. These services include both single and multi-site deployments.		
Out-sourced Programs		15%
Insight's Out-sourced Programs provide on premise (on-site) and centralized (managed) resources to effectively selective-source IT lifecycle functions. Through these services, Insight provides our clients with support and management of their enterprise IT assets with published SLA's and flexible pricing options such as fixed, per-unit, per-seat or monthly. Services typically include service desk, hardware and software provisioning, desk-side support, infrastructure support, warehousing & logistics, and centralized device repairs.		
Maintenance Services		10%
For clients who need specific assistance with managing portions of their IT infrastructure, Insight offers our maintenance services programs. These include both Field and Remote Based service options.		
Lab/Integration Services		1%
Leverage Insight's certified technicians to perform a wide variety of services from software imaging and hardware configuration to complex builds of rack servers and networks in Insight's state-of-the-art ISO 9001:2008 certified labs. We offer the highest level of customization possible including large-scale rollouts of workstations, servers and connectivity equipment, as well as hot-swap programs.		
IT Asset Disposal		1%
Insight's Asset Disposal Service consists of a comprehensive end-to-end Asset Disposition program for a wide variety of electronic materials. This service allows our clients to responsibly and securely dispose of their obsolete IT asset inventory.		
Service Desk		1%
Insight's Service Desk is a global, cost-effective, 24x7x365 staffed solution with the flexibility and scalability designed to meet business requirements and support end users effectively. Support services can be provided as a remote service from one of our on-shore services centers, as a dedicated on-site service, or as a hybrid model.		

PRICING SUMMARY

Service Categories	Discount off MSRP
Remote Network and Security Managed Services	1%
Through our Remote Networking Services, Insight provides our clients with 24/7 proactive monitoring and management of client network infrastructure which includes expert troubleshooting, network project support, day-to-day administration and operational reporting.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP				Contract Price			
		Market Tier					Market Tier						
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4			
A	Business Analyst I, Project Coordinator (Technical), Service Technician	\$57.60	\$61.20	\$78.00	\$79.56	15%	\$48.96	\$52.02	\$66.30	\$67.63			
B	Business Analyst II, Service Technician Sr.	\$63.60	\$67.20	\$74.40	\$87.36	15%	\$54.06	\$57.12	\$63.24	\$74.26			
C	Supervisor Services, Project Coordinator Sr. (Technical), Business Analyst Sr.	\$79.20	\$80.40	\$104.40	\$104.52	15%	\$67.32	\$68.34	\$88.74	\$88.84			
D	Engineer	\$90.00	\$91.20	\$112.80	\$118.56	15%	\$76.50	\$77.52	\$95.88	\$100.78			
E	Project Manager (Technical)	\$108.00	\$108.00	\$135.60	\$140.40	15%	\$91.80	\$91.80	\$115.26	\$119.34			
F	Consultant I	\$150.00	\$156.00	\$174.00	\$202.80	20%	\$120.00	\$124.80	\$139.20	\$162.24			
G	Engineer Sr.	\$126.00	\$127.20	\$157.20	\$165.36	15%	\$107.10	\$108.12	\$133.62	\$140.56			
H	Project Manager Sr. (Technical), Manager Services	\$144.00	\$150.00	\$182.40	\$195.00	15%	\$122.40	\$127.50	\$155.04	\$165.75			
I	Project Coordinator (Consulting), Consultant II, Consultant I (Contact Center)	\$174.00	\$180.00	\$198.00	\$234.00	15%	\$147.90	\$153.00	\$168.30	\$198.90			
J	Consultant Sr., Consultant II (Contact Center)	\$198.00	\$210.00	\$234.00	\$273.00	20%	\$158.40	\$168.00	\$187.20	\$218.40			

PRICING SUMMARY

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP	Contract Price			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
K	Project Coordinator Sr. (Consulting), Sr. Manager Services	\$198.00	\$201.60	\$211.20	\$262.08	15%	\$168.30	\$171.36	\$179.52	\$222.77
L	Architect I, Manager Programs, Project Manager (Consulting)	\$210.00	\$222.00	\$246.00	\$288.60	15%	\$178.50	\$188.70	\$209.10	\$245.31
M	Architect II, Project Manager Sr. (Consulting)	\$234.00	\$246.00	\$270.00	\$319.80	15%	\$198.90	\$209.10	\$229.50	\$271.83
N	Architect Sr., Architect I (Contact Center)	\$258.00	\$270.00	\$300.00	\$351.00	15%	\$219.30	\$229.50	\$255.00	\$298.35
O	Architect II (Contact Center)	\$300.00	\$300.00	\$300.00	\$300.00	15%	\$255.00	\$255.00	\$255.00	\$255.00
P	Sr. Architect (Contact Center)	\$330.00	\$330.00	\$330.00	\$330.00	15%	\$280.50	\$280.50	\$280.50	\$280.50
Q	Specialty	\$370.50	\$390.00	\$432.90	\$507.00	15%	\$314.93	\$331.50	\$367.97	\$430.95

PRICING SUMMARY

Geographic Market Tiers – Updated 12/10/15 Tier 1	Tier 2	Tier 3	Tier 4
Atlanta, GA Austin, TX Charlotte, NC Columbus, OH Dallas, TX El Paso, TX Fort Worth, TX Houston, TX Indianapolis, IN Jacksonville, FL Louisville, KY Memphis, TN Nashville, TN Oklahoma City, OK Omaha, NE San Antonio, TX St. Louis, MO Tampa, FL Tulsa, OK Wichita, KS	Albuquerque, NM Arlington, TX Bakersfield, CA Cleveland, OH Colorado Springs, CO Denver, CO Detroit, MI Kansas City, MO Las Vegas, NV Miami, FL Milwaukee, WI New Orleans, LA Phoenix, AZ Raleigh, NC Tucson, AZ	Baltimore, MD Boston, MA Chicago, IL Fresno, CA Long Beach, CA Los Angeles, CA Minneapolis, MN Philadelphia, PA Portland, OR Sacramento, CA San Diego, CA Seattle, WA Virginia Beach, VA Washington, DC	New York, NY Oakland, CA San Francisco, CA San Jose, CA



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 23 2016

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, Az 85283

Attention: Erica Falchetti

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related
Products and Services

Dear Ms. Falchetti:

Acceptance Agreement

Contract Number: 4400006644

This acceptance agreement signifies a contract award for Technology Products, Services, Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated September 21, 2015;
- c. The Contractor's Functional Roles per Labor Category dated December 2, 2015
- d. The Geographic Market Tiers dated 12/10/2015;
- e. This Memorandum of Negotiation;
- f. County purchase order;
- g. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. Insight is awarded a contract for the following sections of the RFP:
 - 3.1.1 Technology Products
 - 3.1.2 Technology Services and Solutions
 - 3.1.3 Cisco Products, Services and Solutions
 - 3.1.4 HP Products, Services and Solutions
 - 3.1.5 Dell Products, Services and Solutions
 - 3.1.6 Panasonic Products, Services and Solutions
 - 3.1.7 EMC² Products, Services and Solutions
 - 3.1.8 CommVault Products, Services and Solutions
 - 3.1.9 Symantec Products, Services and Solutions
 - 3.1.10 Veritas Products, Services and Solutions
 - 3.1.11 VMWare Products, Services and Solutions
 - 3.1.12 Apple Products, Services and Solutions
 - 3.1.15 Microsoft Products, Services and Solutions
 - 3.1.16 Citrix Products, Services and Solutions
 - 3.1.17 NetApp Products, Services and Solutions
 - 3.1.18 Related Products, Services and Solutions
2. Participating Public Agencies reserve the right to request pricing with both service pricing methodologies: Service Category Rates and Time and Material Rates.
3. Pricing discount for Cisco hardware/software is 36% off MSRP for both government and education. Discounts are minimum discounts.

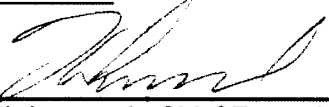
Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

4. Any discounts are minimum discounts and any rates are not-to-exceed rates.
5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.
6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
7. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
8. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
9. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:



Kenneth Lamneck, Chief Executive Officer
Insight Public Sector, Inc.

2/9/16

Date



Cathy A. Muse, CPPO, Director
Department of Purchasing and Supply Management

2/22/16

Date

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and Insight Public Sector, Inc. ("Supplier"), a business incorporated in Illinois, F.E.I.N. 36-3949000, having its principal place of business at 6820 S. Harl Ave., Tempe, Arizona 85283 are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Product, Services and Solutions licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligor the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: <http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm>.

The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obliging the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

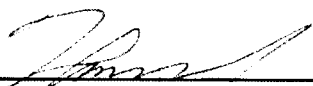
38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Insight Public Sector, Inc.

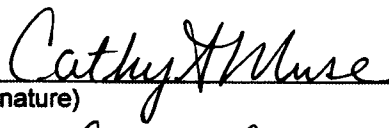
By: 
(Signature)

Name: Kenneth Lamneck
(Print)

Title: Chief Executive Officer

Date: 2/8/2016

Fairfax County

By: 
(Signature)

Name: Cathy A. Muse
(Print)

Title: Director/County Purchasing Agent

Date: 2/22/16

SOLD-TO PARTY 10585670

VILLAGE OF PALM SPRINGS
PUBLIC SAFETY DEPT
230 CYPRESS LN
LAKE WORTH FL 33461-1604

SHIP-TO

VILLAGE OF PALM SPRINGS
PUBLIC SAFETY DEPT
230 CYPRESS LN
LAKE WORTH FL 33461-1604

Quotation

Quotation Number : [0225999597](#)
Document Date : 23-FEB-2023
PO Number :
PO release: :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : +14804096992

We deliver according to the following terms:

Payment Terms : Credit Card
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

****Must be added to client po**** - This is a 2 year term with an annual payment structure. Flock requires a fee for early termination of contract

Payment 1: \$36,700.00 due Net 30 from the invoice date

Payment 2: \$32,500.00 will be invoiced 1 year from the original purchase date and due NET 30

Lines 20,30,50 are classified as SERVICE CHARGE 0.7% OFF INSIGHT LIST. Lines 40,60 are classified as Licensing Warranties 2.0% OFF INSIGHT LIST. GREATER CONTRACT DISCOUNTS GIVEN

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	1		
<i>Solution includes the following:</i>				
PS-IMP-STD-CHEC	ONE-TIME PROFESSIONAL SERVICES ENGAGEMENT. INCLUDES SITE AND SAFETY ASSESSMENT, CAMERA SETUP AND TESTING, AND SHIPPING AND HANDLING IN ACCORDANCE WITH THE FLOCK SAFETY STANDARD IMPLEMENTATION SERVICE BRIEF. OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	12	350.00	4,200.00
FLCK-FALCON-2-LE	ACCESS TO LAW ENFORCEMENT GRADE INFRASTRUCTURE-FREE (SOLAR POWER + LTE) LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY SOFTWARE (PROPRIETARY MACHINE LEARNING SOFTWARE) AND REAL-TIME ALERTS FOR UNLIMITED USERS OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 1 of 2 - Year 1 invoiced upon receipt of client po (This is a 12 month subscription)	12	2,500.00	30,000.00
FLCK-ADVS-1	ADVANCED SEARCH <(><<>>25 FALCONS Coverage Dates: 10-MAR-2023 - 10-MAR-2024 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 1 of 2 - Year 1 invoiced upon receipt of client po (This is a 12 month subscription)	1	2,500.00	2,500.00

Material	Material Description	Quantity	Unit Price	Extended Price
FLCK-FALCON-2-LE	ACCESS TO LAW ENFORCEMENT GRADE INFRASTRUCTURE-FREE (SOLAR POWER + LTE) LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY SOFTWARE (PROPRIETARY MACHINE LEARNING SOFTWARE) AND REAL-TIME ALERTS FOR UNLIMITED USERS	12	2,500.00	30,000.00
	OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 2 of 2 - Second year subscription to start 12 months after year 1 start date			
FLCK-ADVS-1	ADVANCED SEARCH <(><<)>25 FALCONS Coverage Dates: 10-MAR-2024 - 10-MAR-2025 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 2 of 2 - Second year subscription to start 12 months after year 1 start date	1	2,500.00	2,500.00
Product Subtotal				5,000.00
Services Subtotal				64,200.00
TAX				0.00
Total				69,200.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

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In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

flock safety

FLOCK SAFETY FLOWDOWN GOVERNMENT AGENCY TERMS

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department, city, or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware** ” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware** ” excludes the Embedded Software

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

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1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

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1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the quote (attached hereto as Exhibit “A” and incorporated by reference), and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

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2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

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2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include

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but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease;

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however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the quote and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

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2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same

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security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

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Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Reserved.**

5.1b **Reserved.**

5.2 **Reserved.**

5.3 **Reserved.**

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6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Quote (the “**Initial Term**”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Quote, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Quote (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b **Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Quote (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Quote, this Agreement will automatically renew for successive renewal terms for the length set forth on the Quote (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Quote. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Quote had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s

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material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

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7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR

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TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own

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officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement. Flock acknowledges that the above language shall not constitute an agreement by the Agency to indemnify, defend or hold harmless Flock for Provider's and/or Flock's Indemnitee's own negligence, gross negligence or other tortious conduct, nor a waiver of sovereign immunity, nor a waiver of any defense the Agency may have under its right to sovereign immunity, nor as consent to be sued by third parties.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

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10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Quote(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software

flock safety

documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.11 Public Entity Crimes. Flock 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 vendor, supplier or sub-vendor 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. Flock will advise Agency immediately if it becomes aware of any violation of this statute.

10.12 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Flock certifies that it is not participating in a boycott of Israel. Flock agrees that Agency will have the right to terminate this Agreement if Flock is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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10.13. **Public Records.** Notwithstanding any other provision in this Agreement, and to the extent it is applicable under this Agreement, Flock shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is deemed to be acting on behalf of Agency as provided under section 119.011(2), specifically agrees to:

- (a) Keep and maintain public records required by Agency to perform the services under this Agreement.
- (b) Upon request from Agency's custodian of public records, provide Agency 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 Flock does not transfer the records to Agency.
- (d) Upon the completion of the Agreement, transfer, at no cost, to Agency all public records in its possession or keep and maintain public records required by Agency to perform the services. If Flock transfer all public records to Agency upon completion of the Agreement, Flock shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Flock keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with Agency's information technology systems.

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

10.14. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, Flock shall:

- 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this

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Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Agency upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the Agency terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Flock may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Agency as a result of the termination of the Agreement.

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

10.16. **Waiver of Trial by Jury.** 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.

IN WITNESS WHEREOF, the parties hereto have executed this Software as a Service subscription Agreement as of the date first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

flock safety

ATTEST:

By: _____
Beverly Smith, Mayor

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

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FLOCK GROUP, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ this _____ day of _____, 2020, by _____ as an authorized representative of FLOCK GROUP, INC.

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

(Signature of Notary Public-State of _____)



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #24: Temporary Use Permit - Storage Containers and Contractor Trailer - Palm Springs Residences - 2085 South Congress Avenue

SUMMARY: Mr. Jeffry Esquivel from Ortega Construction Company ("Applicant") is requesting a temporary use permit to allow for the placement of eight (8) contractor's containers and one (1) contractor's trailer on the property that is being developed as a multi-family residential project located at 2085 South Congress Avenue. The applicant is requesting that the temporary units be utilized for additional storage to facilitate the construction of eleven (11) three-story, 24-unit apartment buildings and a 6,484 square feet clubhouse building.

On August 26, 2021, the Village Council approved a site plan with one waiver (SPR21-08) for this 264-unit apartment project.

The applicant requests a Temporary Use Permit for two years, which would permit the completion of the project.

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

The new residential development project is currently under construction, and this request appears to be needed to complete this construction project. As a result, staff recommends approval of the proposed two (2) year Temporary Use Permit to provide additional storage.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Temporary Use Permit Agreement - 2085 South Congress Avenue
2. Proposed Site Layout
3. Aerial and Location Maps

Temporary Use Permit Agreement

THIS TEMPORARY USE PERMIT AGREEMENT ("License") is made this __ day of January, 2023, by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation, ("Village") by and through the authority of its Planning, Zoning and Building Director, with its principal address at 226 Cypress Lane, Palm Springs, FL 33461; and 2085 S Congress Owner, LLC a Delaware limited company with post office address at 3953 Maple Avenue, Suite 300, Dallas, TX 75219, ("Licensee").

RECITALS

WHEREAS, Licensee owns property located at 2085 S Congress Avenue, Palm Springs, FL 33406 ("Property") described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, currently the Property is under construction for a residential planned development community located on the Property ("Residential"); and

WHEREAS, the Property is located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, the Licensee has requested that the Village license the use of the Property for a temporary construction storage and office trailers on a portion of the Property; and

WHEREAS, the use of the Property for storage is not a permitted or special exception use in the RM district in which the Property is located; and

WHEREAS, Village Code Section 34-895 authorizes the Village Council, for good cause shown, to grant a temporary use permit for certain principal uses, not to exceed two (2) years from the approval date, renewable at the option of the Village; and

WHEREAS, Village Code Section 34-895(e)(3) requires the Village Council be the approval authority after due public notice for any proposed temporary use that exceeds sixty (60) days; and

WHEREAS, the Village Council has determined that granting a temporary use permit to the Licensee under the terms and conditions of Village Code Section 34-895 and this Agreement serve a valid public purpose and is in the best interest of the Village.

WHEREAS, Village Code Section 34-895 also requires Licensee to submit a site plan amendment application for changes to the physical layout of the Property, if applicable; and

WHEREAS, Licensee attests that no changes to the physical layout of the property are proposed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. TEMPORARY PERMITTED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-895, the Village by and through the authority of its Village Council hereby grants Licensee a temporary, revocable permit for a two (2)-year period which authorizes Licensee to utilize temporary storage units and temporary office trailers at the Property for the sole use as described herein, subject to the terms and conditions of the License. Access to the Property shall be limited and restricted to normal construction hours. No other interest or right to use the Property is granted to Licensee under this License.

3. LICENSE TERM AND EFFECTIVE DATE

3.1 The term of this Temporary Use Permit under this Agreement is limited to two (2) years. The term shall commence on _____ (“**Commencement Date**”) and shall terminate on _____. This Agreement and the permit shall become effective upon approval by the Village Council. At the conclusion of the two-year term, the temporary permitted use of the Property shall expire, and the Licensee shall terminate such use. Termination of such use shall not be deemed complete until the trailers and containers along with all appurtenances have been completely removed from the property. Failure to terminate the temporary use shall be grounds for default and subject the Licensee to appropriate legal action including mandatory injunctive relief and reasonable costs incurred by the Village in enforcing this Agreement including attorney’s fees at all administrative, trial and appellate levels as well as the Village’s code enforcement process. Pursuant to Village Code Section 34-895, upon issuance of a court order from a court of competent jurisdiction awarding attorney’s fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this License Agreement:

- During construction activities a maximum of eight (8) 8’ x 20’ temporary storage units shall be allowed along the south side, southwest and southeast corners. The eight temporary storage units shall be only utilized by contractors having open building permits on the property. Storage units and office trailer shall be located as per the attached site plan.
 - A maximum of 8 storage containers are permitted.
 - Each storage unit shall be limited in size to 8’ wide x 20’ long maximum.
 - A maximum of one contractor’s office trailer is permitted.
 - Contractors’ office trailer shall be limited in size to 24” wide x 56’ long maximum.

- Utilization of the temporary storage containers shall be limited to contractors having open building permits on the property.
- Placement of the temporary units (trailers and containers) shall not occur prior to March 10th, 2023 and all temporary units shall be removed by March 10th, 2024.
- Temporary utility connections shall be completed prior to occupancy/use and require Village permits:
- Surveillance equipment and security lighting are recommended by the Village.
- All other regulations and ordinances of the Village shall govern as applicable.
- The applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, Village, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the licensing of the land use of the licensed Property, this License, the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend and indemnify within 7 days after such notice is given by the Village. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Licensee of a claim shall not release the Licensee of the above duty to defend and indemnify.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between Village and Licensee and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or

7. GOVERNING LAW

8. ASSIGNMENT

9. NOTICES

2085 S Congress Owner LLC
Attention: Daniel Spear
3921 SW 47th Avenue
Suite #1013
Fort Lauderdale, FL 33314

10. APPLICABLE LAWS

10.1 During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). Licensee shall, with respect to the condition of the Property and at the Licensee’s sole cost and expense, comply with (a) all laws relating solely to Licensee’s specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11. SURVIVAL

11.1 The provisions of this License relating to indemnification shall survive and termination or expiration of this License. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License shall also survive such termination or expiration.

12. CAPTIONS

12.1 The captions contained in this License are inserted for convenience only and are not intended to be part of this License.

13. ATTORNEY’S FEES

13.1 It is the understanding of the parties that if legal action is required to enforce this License, the prevailing party will be entitled to reasonable attorney’s fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

14.1 In the event that the Licensee shall breach any of the terms, obligations, restrictions or conditions of this License, or is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the Village, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this License, in which case, the Village shall be entitled to recover its attorney’s fees and costs, and any and all damages permitted by law arising from the default. A breach of this License by Licensee may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the licensed use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this License is a contract, which may also be enforced in a court of law. The Village has no

liability for damages or anticipated profits for business losses or other damages caused by the termination of this License Agreement in the event of a default.

14.2 The parties hereto agree that the Village's right to terminate this License as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements by Licensee to the Facilities for the use licensed herein. Accordingly, this License shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements.

14.3 The Licensee acknowledges that the Village and the public will be irreparably damaged if the terms and conditions of this License are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the License, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this License Agreement.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this License on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this License intended to relieve or discharge the obligation or liability of any third person to any party to this License nor shall any provision give any third persons any right of subrogation or action over or against any party to this License.

17. PREPARATION

17.1 This License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

18. COUNTERPARTS

18.1 This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the day and year first above written.

THE VILLAGE OF PALM SPRINGS

BY: _____

Bev Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

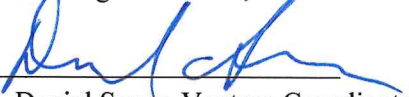
By: _____

Kimberly M. Wynn, Village Clerk

Glen Torcivia, Village Attorney

LICENSEE:

2085 S Congress Owner, LLC


By: Daniel Spear, Venture Coordinator

WITNESSES:


By: GEORGIA SANCHEZ


By: DAVID SPEAR

EXHIBIT “A”

Property Description

PCN: 70-43-44-18-00-000-1040

LEGAL DESCRIPTION

Parcel 1

A parcel of land in Section 18, Township 44 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

BEGINNING at the northeast corner of the south half of the north half of the northeast quarter of the northeast quarter of said Section 18; thence westerly along the north line thereof a distance of 1324.9 feet to the northwest corner thereof; thence southerly along the west line thereof a distance of 339.17 feet to the southwest corner thereof; thence easterly along the south line thereof and along the north line of FROST PARK according to the plat thereof recorded in Plat Book 23, Page 188, Public Records of Palm Beach County, Florida, a distance of 939.9 feet, more or less, to a point 385 feet west of the east line thereof; thence northerly, making an angle with the preceding course, measured from West to North of 89 degrees 10 minutes 15 seconds, a distance of 145.07 feet; thence easterly, making an angle with the preceding course, measured from South to East of 86 degrees 10 minutes 30 seconds, a distance of 136.39 feet; thence easterly, parallel to the north line of said FROST PARK, a distance of 250 feet to a point in the east line of said Section 18; thence northerly along the east line of said Section 18, a distance of 201 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING that portion of said Parcel which lies within the right-of-way of Congress Avenue.

Parcel 2

The North 1 / 4 of the NE 1 / 4 of the NE 1 / 4 of Section 18, Township 44 South, Range 43 East. LESS AND EXCEPTING thereof that portion of said Parcel which lies within the right-of-way of Congress Avenue and LESS AND EXCEPTING North forty feet (N. 40') as deeded to Lake Worth Drainage District in Quit Claim Deed recorded in Official Records Book 3754, Page 1991.

Parcel 3

A portion of Block A, FROST PARK, as recorded in Plat Book 23, Page 188, Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Block A;
thence North 89°58'20" East (an assumed bearing and all other bearings are relative thereto), along the North line of said Block A, a distance of 77.52 feet;

thence South 00°01'40" West, a distance of 105.00 feet; thence South 89°58'20" West, a distance of 77.0 feet; thence North 00°01'40" East, a distance of 105.00 feet to the POINT OF BEGINNING.

Also known as Lot 9, LAKESIDE VILLAGE PLAT 3A (unrecorded).

LESS AND EXCEPT from parcels land 2 the following parcel conveyed to the state of Florida Department of Transportation being described as:

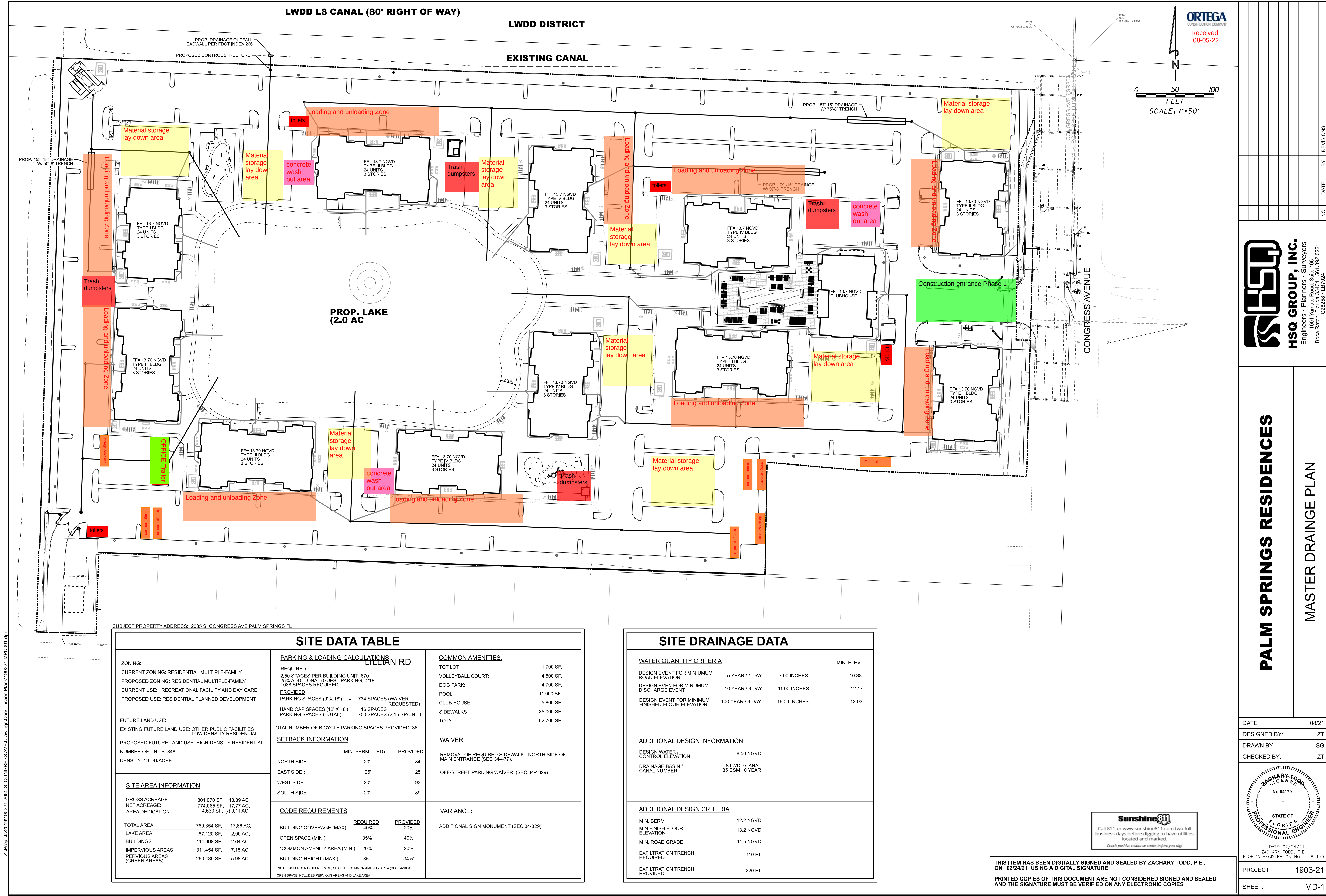
A parcel of land lying within the Northeast one-quarter of the Northeast one-quarter of Section 18, Township 44 South, Range 43 East, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 18;
thence South 01°32'20" West, along the East line of said Section 18, a distance of 363.51 feet;
thence North 88°27'40" West, a distance of 50.00 feet to the West right of way line of State Road 807, also know as South Congress Avenue, and the POINT OF BEGINNING;
thence North 01°32'20" East, along the said West right of way line, parallel with and 50.00 feet West of, as measured at right angles to the centerline of state road 807, a distance of 62.22 feet to the point of curvature of a tangent curve concave to the West;
thence Northerly along the arc of said curve, to the left, having a central angle of 01°08'22" and a radius of 11409.20 feet for an arc distance of 226.90 feet;
thence South 21°30'44" West distance of 53.05 feet to the point of curvature of a non-tangent curve concave to the West, at which point the radius bears North 89°21'06" West;
thence Southerly along the arc of said curve to the right, parallel with and 69.00 feet West of, as measured at right angles to the centerline of said State Road 807, having a central angle of 00°53'26", a radius of 11390.20 feet, for an arc distance of 177.03 feet;
thence South 01°32'20" West, a distance of 62.22 feet;
thence South 88°27'40" East, a distance of 19.00 feet to the POINT OF BEGINNING.

Said lands situate in the village of Palm Springs, Palm Beach County, Florida, and contain 5,020 square feet or 0.115 acres, more or less.

EXHIBIT “B”

Proposed Plans for Temporary Use



SUBJECT PROPERTY ADDRESS: 2085 S. CONGRESS AVE PALM SPRINGS FL

SITE DATA TABLE

ZONING: CURRENT ZONING: RESIDENTIAL MULTIPLE-FAMILY PROPOSED ZONING: RESIDENTIAL MULTIPLE-FAMILY CURRENT USE: RECREATIONAL FACILITY AND DAY CARE PROPOSED USE: RESIDENTIAL PLANNED DEVELOPMENT FUTURE LAND USE: EXISTING FUTURE LAND USE: OTHER PUBLIC FACILITIES LOW DENSITY RESIDENTIAL PROPOSED FUTURE LAND USE: HIGH DENSITY RESIDENTIAL NUMBER OF UNITS: 348 DENSITY: 19 DU/ACRE	PARKING & LOADING CALCULATIONS REQUIRED 2,50 SPACES PER BUILDING UNIT: 870 25% ADDITIONAL (GUEST PARKING): 218 1088 SPACES REQUIRED PROVIDED PARKING SPACES (9' X 18') = 734 SPACES (WAIVER REQUESTED) HANDICAP SPACES (12' X 18') = 16 SPACES PARKING SPACES (TOTAL) = 750 SPACES (2.15 SP/UNIT) TOTAL NUMBER OF BICYCLE PARKING SPACES PROVIDED: 36		ELLIAN RD	COMMON AMENITIES: TOT LOT: 1,700 SF. VOLLEYBALL COURT: 4,500 SF. DOG PARK: 4,700 SF. POOL 11,000 SF. CLUB HOUSE 5,800 SF. SIDEWALKS 35,000 SF. TOTAL 62,700 SF.
	SETBACK INFORMATION (MIN. PERMITTED) PROVIDED NORTH SIDE: 20' 84' EAST SIDE : 25' 25' WEST SIDE 20' 93' SOUTH SIDE 20' 89'		WAIVER: REMOVAL OF REQUIRED SIDEWALK - NORTH SIDE OF MAIN ENTRANCE (SEC 34-477). OFF-STREET PARKING WAIVER (SEC 34-1329)	
	SITE AREA INFORMATION GROSS ACREAGE: 801,070 SF. 18.39 AC NET ACREAGE: 774,065 SF. 17.77 AC. AREA DEDICATION 4,630 SF. (-) 0.11 AC. TOTAL AREA 769,354 SF. 17.66 AC. LAKE AREA: 87,120 SF. 2.00 AC. BUILDINGS 114,998 SF. 2.64 AC. IMPERVIOUS AREAS 311,454 SF. 7.15 AC. PERVIOUS AREAS (GREEN AREAS) 260,489 SF. 5.98 AC.		CODE REQUIREMENTS REQUIRED PROVIDED BUILDING COVERAGE (MAX): 40% 20% OPEN SPACE (MIN.): 35% 40% *COMMON AMENITY AREA (MIN.): 20% 20% BUILDING HEIGHT (MAX.): 35' 34.5'	VARIANCE: ADDITIONAL SIGN MONUMENT (SEC 34-329)
	*NOTE: 20 PERCENT (OPEN SPACE) SHALL BE COMMON AMENITY AREA (SEC 34-1094). OPEN SPACE INCLUDES PERVIOUS AREAS AND LAKE AREA			

SITE DRAINAGE DATA

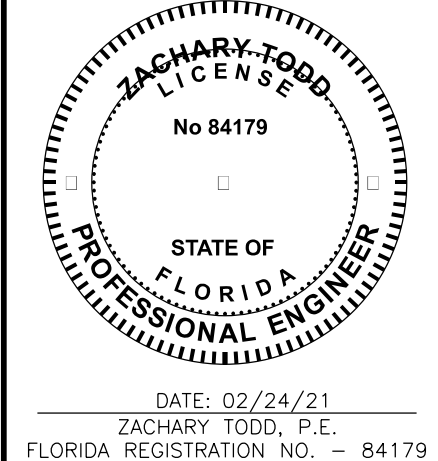
WATER QUANTITY CRITERIA				MIN. ELEV.
DESIGN EVENT FOR MINIMUM ROAD ELEVATION	5 YEAR / 1 DAY	7.00 INCHES	10.38	
DESIGN EVEN FOR MINIMUM DISCHARGE EVENT	10 YEAR / 3 DAY	11.00 INCHES	12.17	
DESIGN EVENT FOR MINIMUM FINISHED FLOOR ELEVATION	100 YEAR / 3 DAY	16.00 INCHES	12.93	
ADDITIONAL DESIGN INFORMATION				
DESIGN WATER / CONTROL ELEVATION	8.50 NGVD			
DRAINAGE BASIN / CANAL NUMBER	L-8 LWDD CANAL 35 CSM 10 YEAR			
ADDITIONAL DESIGN CRITERIA				
MIN. BERM	12.2 NGVD			
MIN FINISH FLOOR ELEVATION	13.2 NGVD			
MIN. ROAD GRADE	11.5 NGVD			
EXFILTRATION TRENCH REQUIRED	110 FT			
EXFILTRATION TRENCH PROVIDED	220 FT			

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ZACHARY TODD, P.E., ON 02/24/21 USING A DIGITAL SIGNATURE
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

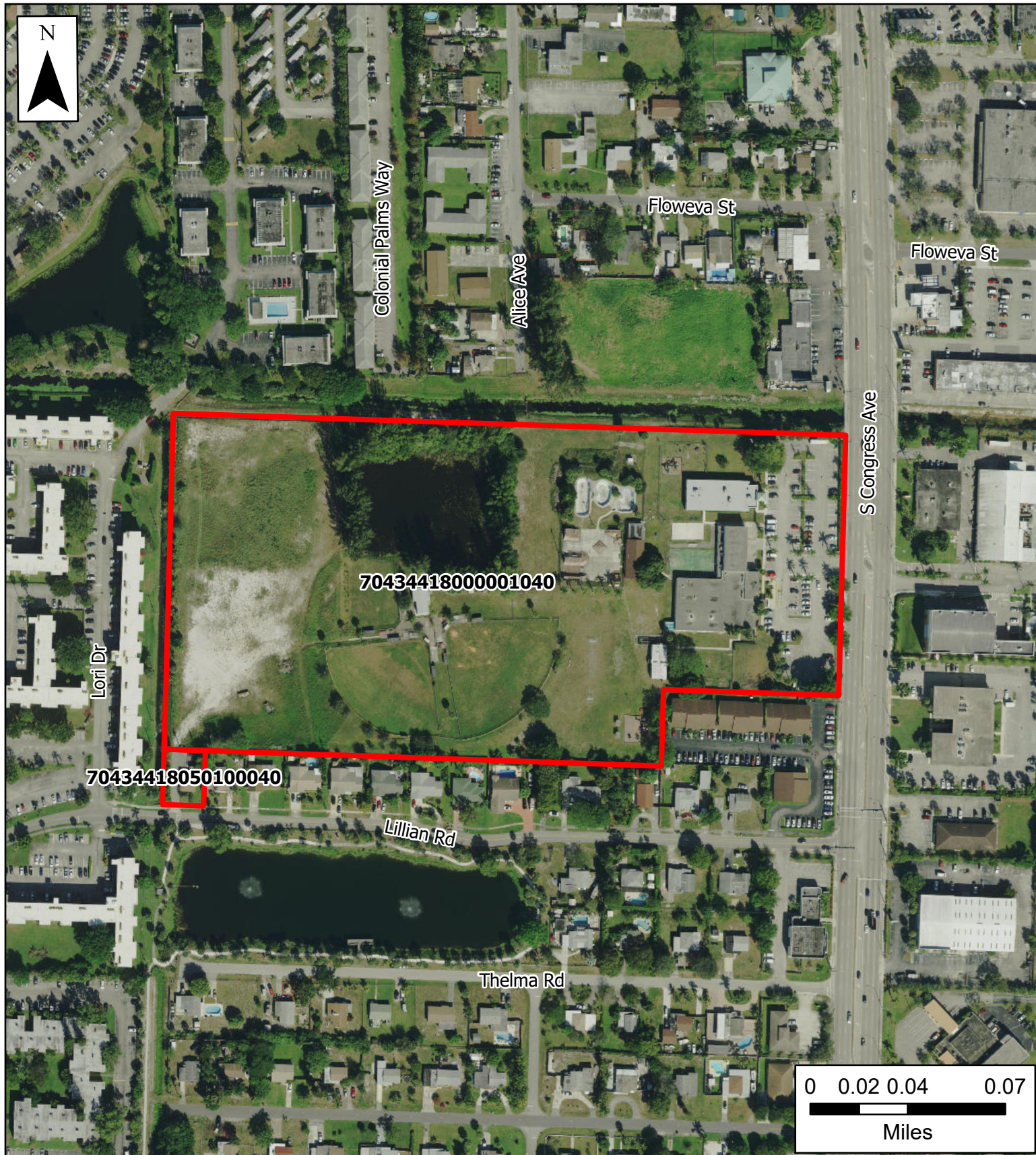


PALM SPRINGS RESIDENCES
MASTER DRAINAGE PLAN

DATE: 08/21
DESIGNED BY: ZT
DRAWN BY: SG
CHECKED BY: ZT



PROJECT: 1903-21
SHEET: MD-1



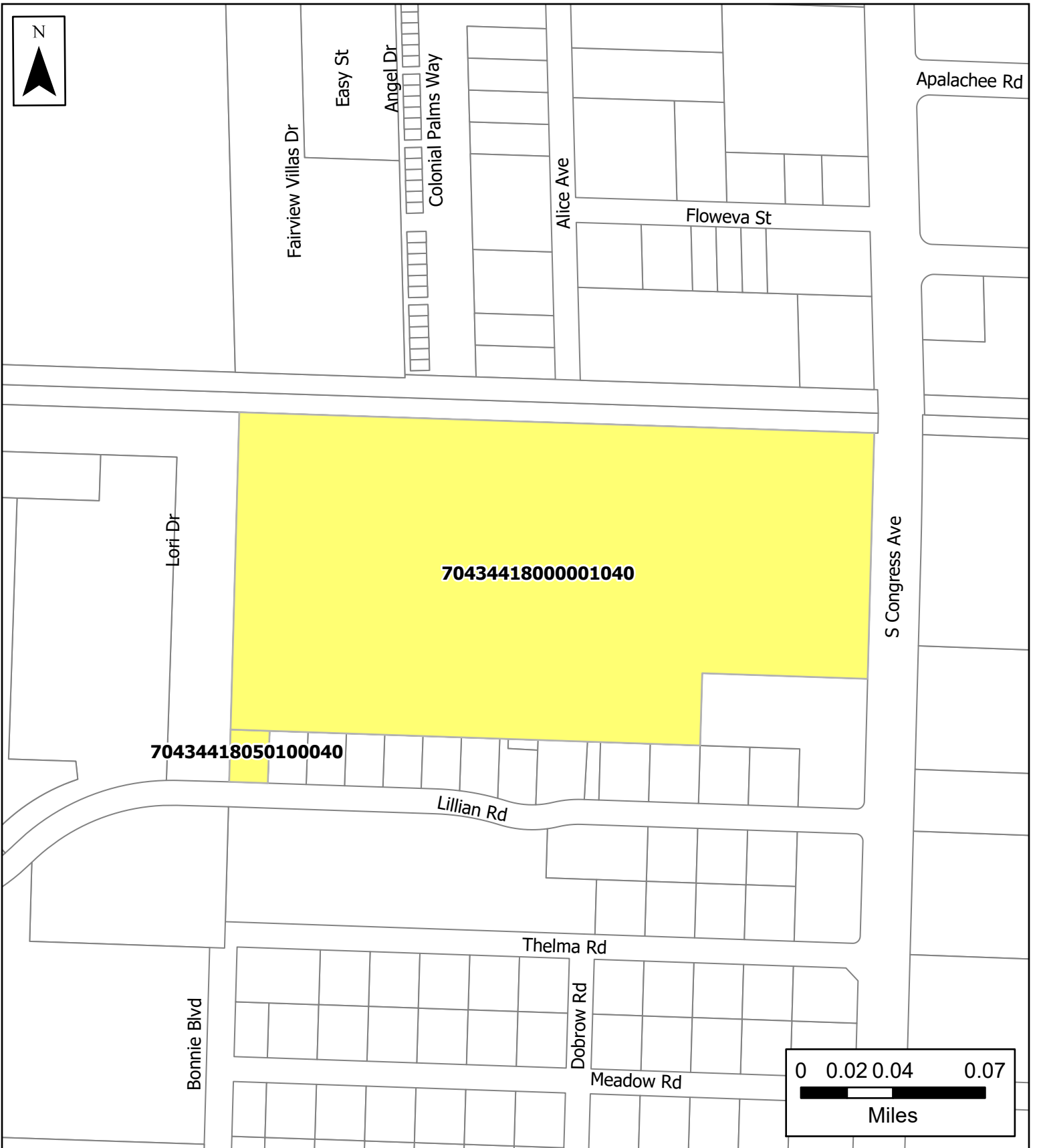
Village of Palm Springs

2085 S. Congress Ave
3243 Lillian Rd
Palm Springs Residences
Location Map

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.

 Property Boundary

Data Source: Property Boundary provided by Palm Beach County, Basemap imagery provided by ESRI Online Services.



Village of Palm Springs

2085 S. Congress Ave

3243 Lillian Rd

Palm Springs Residences

Location Map

 Palm Springs Residences

Data Source: Property Boundary provided by Palm Beach County, Basemap imagery provided by ESRI Online Services.

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Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, Village of Palm Springs residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

WHEREAS, the State of Florida recognizes March officially as Bicycle Month, and Palm Beach County will recognize it locally; and

WHEREAS, Florida Bicycle Month features many fitness opportunities and events for riders of all ages to enjoy throughout the month at various parks and locations throughout Palm Beach County; and

WHEREAS, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation;

WHEREAS, the Palm Beach Transportation Planning Agency plans and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety; and

WHEREAS, through these efforts, Palm Beach County now has over 255 miles designated bicycle facilities, with more than 600 miles of additional bicycle facilities planned and will continue to promote a connected network of improved bicycle level of service; and

WHEREAS, on March 18, 2023, the Village of Palm Springs Parks and Recreation Department will host a Bicycle Safety and Awareness Event, an event to educate bicycle riders of all ages on awareness and safety associated with bicycling.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the month of March 2023 as:

Florida Bicycle Month

BE IT FURTHER PROCLAIMED BY THE VILLAGE OF PALM SPRINGS, FLORIDA, that this proclamation is duly sealed, ribboned, and executed by the members of this Village Council. The foregoing proclamation was sponsored by Honorable Mayor Bev Smith, and upon unanimous consent of the Village Council, the Mayor declared the proclamation duly enacted.



*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor **Beverly "Bev" Smith**

Date **March 9, 2023**



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Administration

ITEM #26: (ADDENDUM) Appointment to the General Employees' Pension Board

SUMMARY: There are five members on the General Employees' Pension Board, including two active employees, a resident of the Village or a business owner elected by a majority of the voting participants in the active employee pension plan, who will serve for four (4) years as a trustee. A Village Council member serving as ex officio for the duration of their membership in Council, or at the Council's pleasure.

The General Employees' Pension Board has a vacancy following the resignation of Council Member Patti Waller on March 9, 2023. She serves on the General Employees' Pension Board as an ex-officio member. To fill the vacancy on the Board, the Village Council is requested to appoint a member.

All vacancies on the General Employees' Pension Board will be filled if approved.

FISCAL IMPACT:

There is no direct impact on the fiscal budget.

ATTACHMENTS:

1. Council Member Waller Resignation Letter
2. GE Pension Board Composition of Members



Village Council
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200
www.vpsfl.org

March 7, 2023

Honorable Mayor Beverly Smith
Village Hall
226 Cypress Lane
Palm Springs, FL 33461

Dear Mayor Smith

It has been my honor and privilege to serve as the *ex officio* member on the General Employees' Pension Board for the past 17 years. Unfortunately, for personal reasons, I have decided to resign from the Board effective March 9, 2023.

I want to express my appreciation to the members of the Employees' Pension Board and the Village Council for the opportunity to serve.

Respectfully,

A handwritten signature in blue ink that reads "Patti Waller".

Patti Waller
Council Member

CC: Mayor Smith and Village Council
Village Attorney, Glen Torcivia
Village Manager, Michael Bornstein
Village Clerk, Kimberly Wynn
Pension Board Administrator, Margie Adcock

ORDINANCE NO. 2020-27

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING SECTION 8 OF ORDINANCE NO. 2017-26, ADOPTED OCTOBER 12, 2017; AMENDING SECTION 8 PROVIDING FOR THE COMPOSITION OF THE BOARD OF TRUSTEES; PROVIDING FOR THE DUTIES OF CERTAIN OFFICERS AND OF THE BOARD OF TRUSTEES GENERALLY; PROVIDING FOR CERTAIN HEARING PROCEDURES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to modify the composition of the Board of Trustees of the Village of Palm Springs General Employees Pension Fund;

WHEREAS, the Village Council has previously approved Ordinance 2020-10, with first reading on June 11, 2020 and second reading on July 9, 2020;

WHEREAS, the City Attorney has previously issued an opinion that the Ordinance 2020-10 was properly adopted;

WHEREAS, a citizen questioned the validity of the enactment of said Ordinance; and

WHEREAS, out of the abundance of caution, the Village Council will again consider this Ordinance;

NOW, THEREFORE, IT IS ORDAINED by the Village Council of the Village of Palm Springs, Florida:

Section 1. Section 8 of Ordinance No. 2017-26 is amended to read as follows:

Section 8. Creation of the Board of Trustees.

The trustee of such fund shall consist of five (5) members, who shall be selected as follows:

- a. One member shall consist of an elected Village Council Member, appointed by a majority vote of the Council, to serve at the pleasure of the Council,

so long as said Member shall remain a Member of the Village Council, as an ex-officio duty.

b. ~~The Finance Director of the Village, who shall serve as long as he/she shall continue to hold such position, and upon vacancy in the position, the successor Finance Director shall succeed to the position of Member of the Board.~~ One member shall be the Village Manager, who will serve as long as he or she remains Manager. Subject to Council approval, the Village Manager may appoint a designee, who will serve at the pleasure of the Manager.

c. Two active Employee Participants elected by a majority of the voting active Employee pension plan Participants, to serve for a period of four (4) years, or until such member leaves the Village's full time employment or resigns from the Board, whereupon an election shall be held to fill an unexpired term. An Employee so elected may succeed himself/herself in office.

d. A resident of the Village or person 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 Village. (not connected with the Municipal Government), elected Such person shall be nominated by a majority of the other four (4) Board Members and subject to approval by vote of the Village Council. This member shall serve for a period of four (4) years, or until such time as he/she terminates residency within the Village or ceases to be engaged in business within the boundaries of the Village, at which time a successor shall be selected nominated by the majority of the remaining Board Members and approved by vote of the Village Council. Preference shall be given to a candidate who can demonstrate to the satisfaction of the Board that he or she possesses significant educational or experiential qualifications in the field of pension, tax, finance, or other closely related field. This member may succeed himself/herself in office. This member shall not be a current or former Village employee; or such a person's spouse, parent, child, or sibling; or a present or designated beneficiary of the Fund.

Section 2. Section 9 of Ordinance No. 2017-26 is amended to read as follows:

Section 9. Officers of Pension Board.

The five (5) Board Members shall elect a Chairperson, Vice-Chairperson, and a Secretary. The Chairperson shall preside at all the meetings of the Board, ~~and the~~ and shall approve the agenda prior to distribution to the Board. The agenda and all supporting

materials shall be distributed to all Board members at least one week before the meeting. The Vice-Chairperson shall perform the duties of the Chairperson in the Chairperson's absence. The Secretary shall keep a complete minute book of the proceedings of the Board. The Board may retain the services of an Administrator to prepare and retain custody of the minutes on behalf of the Secretary.

Section 3. Section 25 of Ordinance No. 2017-26 is amended to read as follows:

Section 25. **Hearing Procedures.**

a. The Chairperson shall preside over the hearing and shall with the advice of legal counsel, rule on all evidentiary and other legal questions that arise during the hearing.

b. Either party, the claimant or the Board, may file pleadings within the time limits set herein. Procedural motions are to be determined by the Chairperson of the Board at any time. All parties are to furnish copies of all pleadings to the opposing parties and exchange lists with names and addresses of witnesses expected to be called to testify at the hearing, as well as the list of exhibits that are intended to be introduced, at least forty-five (45) days prior to the hearing. Testimony of witnesses shall be under oath or affirmation. Depositions or affidavits shall not be admissible unless upon stipulation by all parties. The Chairperson, any Member of the board, the attorney for the Board, the claimant and the claimant's attorney, upon recognition by the Chairperson, may direct questions to any witness during the proceedings. Each party shall have the right to present evidence relevant to the issues, to cross-examine witnesses, to impeach witnesses and to respond to the evidence presented against the party. Each party shall have the right to represent any opening and closing arguments. Any party may secure the services of a court reporter to record the proceedings with the cost to be borne by the party requesting the court reporter or requesting the transcription of the proceedings.

c. In all cases, unless otherwise provided in this section, the burden of proof shall be on the claimant.

d. In all cases, the Village shall have a right of intervention as a Party and to have and exercise all rights of a Party, including, but not limited to, the right of judicial review.

Section 4. Repeal of Conflicting Ordinances.

All ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5 Effective Date; Retention of Board Members.

This Ordinance shall become effective upon adoption.

(THIS SPACE INTENTIONALLY LEFT BLANK)

Council Member Waller offered the foregoing Ordinance and moved its adoption. The motion was seconded by Council Member Ready and upon being put to a vote, the vote was as follows:

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: [Signature]
BEV SMITH, MAYOR

First Reading August 20, 2020

Second Reading September 10, 2020

ATTEST:

BY: [Signature]
KIMBERLY M. WYNN, VILLAGE CLERK



REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: [Signature]
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Staff Report

AGENDA DATE: March 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #27: Light Industrial Planned Development Site Plan (SPR23-01) - Collection Suites Palm Springs - 874, 884, and 964 South Congress Avenue

SUMMARY: Mr. Javier Fernandez from Astrax LLC, agent for Collection Suites Palm Springs ("Applicant"), is requesting a Site Development Plan (SPR23-01) approval to allow the development of a 79,350 square foot warehouse/self-storage building along with an existing 36,054 square foot Indoor Athletic Court on 7.313 acres (comprised of three parcels) generally located at 874, 884 & 964 South Congress Avenue.

Note: To achieve this development, the applicant requested a Future Land Use Amendment to the Future Land Use Map (FLUM) as well as a Rezoning to change the land use from Commercial to Light Industrial and from Commercial General (CG) to Light Industrial (LI). These requests were granted by the Village Council on February 9, 2023.

On July 13, 2017, the Village Council adopted Resolution No. 2017-17, approving a site plan and concurrently a Special Exception use with four waivers to permit the development of a 6,800-square-foot restaurant, 25,928 retail building, and 36,000 square feet of an indoor athletic court. While the indoor athletic court was completed, the balance of the project was never executed.

Currently, the applicant is seeking to develop the site to facilitate the construction of a 79,350-square-foot warehouse/self-storage building called the "Collection Suites Palm Springs." The project will contain approximately nineteen (19) condominium units ranging in size from 3,206 square feet to 8,343 square feet, complemented by a 5,256 square feet clubhouse, 1,283 square foot office, and related support spaces.

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

The applicant is requesting six (6) waivers for the proposed site plan:

1. Relief from Sec. 34-863 (6) to allow a reduction in the required setback along South Congress Avenue from the required 30' to 25' at its narrowest point.
2. Relief from Sec. 34-863 (9) to allow a reduction in the required setback along Holly Road from the required 30' to 20' at its narrowest point.
3. Relief from Sec. 34-863 (10) to allow a reduction in the required setback along Northeast (abutting residential lots) from the required 75' to 39'8"

4. Relief from Sec. 34-896 (d) to allow twelve (12) special events each calendar year (more than four (4) allowed per Code).
5. Relief from Sec. 34-162(b)(5) to allow the reduction of the landscape buffer from the required 15' to 10' wide buffer along S Congress Avenue.
6. Relief from Sec. 34-162(f) to allow 100% landscape overlap of the utility easement adjacent to S Congress Avenue.

Additionally, the applicant is requesting one (1) variance:

1. **(PSV23-01)** - Request to allow extended hours of operation to permit unit owners and their guests to use their individual units 24 hours a day. However, no commercial business activity will occur during the extended hours of operation (Provides relief from Section Sec. 34-891 (2) that restricts hours of operations from 7 am to 11 pm).

The Planning and Zoning Board considered this item during their January 10, 2023 meeting and recommended approval.

The Planning, Zoning & Building Staff does not object to the Light Industrial Planned Development Site Plan and recommends conditional approval.

FISCAL IMPACT:

The proposed development will enhance the village's assessed property valuation. This property is located within the Palm Springs Community Redevelopment Agency (CRA) - Congress Avenue District and redevelopment would result in increased tax increment financing (TIF) revenue.

ATTACHMENTS:

1. Resolution No. 2023-06 - Site Plan Development (SPR23-01) for Collection Suites of Palm Springs
2. Exhibit "A" Staff Report
3. Collection Suites Palm Springs - Project Narrative
4. Site Plan, Landscape Plans, Engineers Plans, Architectural Plans and Letters
5. Color Rendering
6. Aerial, Location, FLUM and Zoning Maps
7. Collection Suites Miami Promotional Brochure
8. Photo - Owner Suite - Collection Suites Miami

RESOLUTION NO. 2023-06

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY JAVIER FERNANDEZ FROM ASTRAX LLC, AGENT FOR COLLECTION SUITES PALM SPRINGS ('APPLICANT'), FOR A LIGHT INDUSTRIAL PLANNED DEVELOPMENT SITE PLAN (SPR23-06), TO ALLOW THE DEVELOPMENT OF A 79,350 SQUARE FOOT WAREHOUSE/SELF-STORAGE BUILDING ALONG WITH AN EXISTING 36,054 SQUARE FOOT INDOOR ATHLETIC COURT ON 7.313 ACRES (COMPRISED OF THREE PARCELS). THE PROJECT WILL ALSO CONTAIN APPROXIMATELY NINETEEN (19) CONDOMINIUM UNITS. THE APPLICANT ALSO REQUESTS CONSIDERATION FOR APPROVAL OF FOUR (4) WAIVERS AND ONE VARIANCE (PSV23-01), ASSOCIATED WITH COLLECTION SUITES PALM SPRINGS, LOCATED AT 874, 884, AND 964 SOUTH CONGRESS AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Javier Fernandez, agent for the owner, Collection Suites Palm Springs ("Applicant") is requesting approval of the Site Development Plan (SPR23-01) to allow the development of a 79,350 square foot warehouse/self-storage building along with an existing 36,054 square foot Indoor Athletic Court on 7.313 acres (comprised of three parcels) located at 874, 884, and 964 South Congress Avenue; and

WHEREAS, on July 13, 2017, the Village Council adopted Resolution 2017-17, approving a site plan and concurrently a Special Exception use with four waivers to permit the development of a 6,800-square-foot restaurant, 25,928 retail building, and 36,000 square feet of an indoor athletic court. While the indoor athletic court was completed, the balance of the project was never executed; and

WHEREAS, the Applicant is requesting four (4) waivers for the proposed Site Plan:

1. Relief from Sec. 34-863 (6) to allow a reduction in the required setback along South Congress Avenue from the required 30' to 25' at its narrowest point.
2. Relief from Sec. 34-863 (9) to allow a reduction in the required setback along Holly Road from the required 30' to 20' at its narrowest point.
3. Relief from Sec. 34-863 (10) to allow a reduction in the required setback along Northeast (abutting residential lots) from the required 75' to 40'4

4. Relief from Sec. 34-896 (d) to allow twelve (12) special events each calendar year (more than four (4) allowed per Code).

WHEREAS, additionally, the applicant is requesting one (1) variance:

1. (PSV23-01) - Request to allow extended hours of operation to permit unit owners and their guests to use their individual units 24 hours a day. However, no commercial business activity will occur during the extended hours of operation (Provides relief from Section Sec. 34-891 (2) that restricts hours of operations from 7 am to 11 pm).

WHEREAS, the recommendation of the Planning, Zoning, and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Village Council and Planning & Zoning Board have 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 has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council having received and considered the request of Mr. Javier Fernandez, agent for Collection Suites Palm Springs, (“Applicant”), for approval with conditions of Site Development Plan (SPR23-06).

Note: The Planning & Zoning Board considered these requests during their January 10, 2023 meeting in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application, finding that good cause for the special exception has been shown and they have been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-859 (7).

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference.

OR

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the waivers has NOT been shown and they have NOT been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-859 (7), for the following reason(s):

Notwithstanding any exceptions, conditions, or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



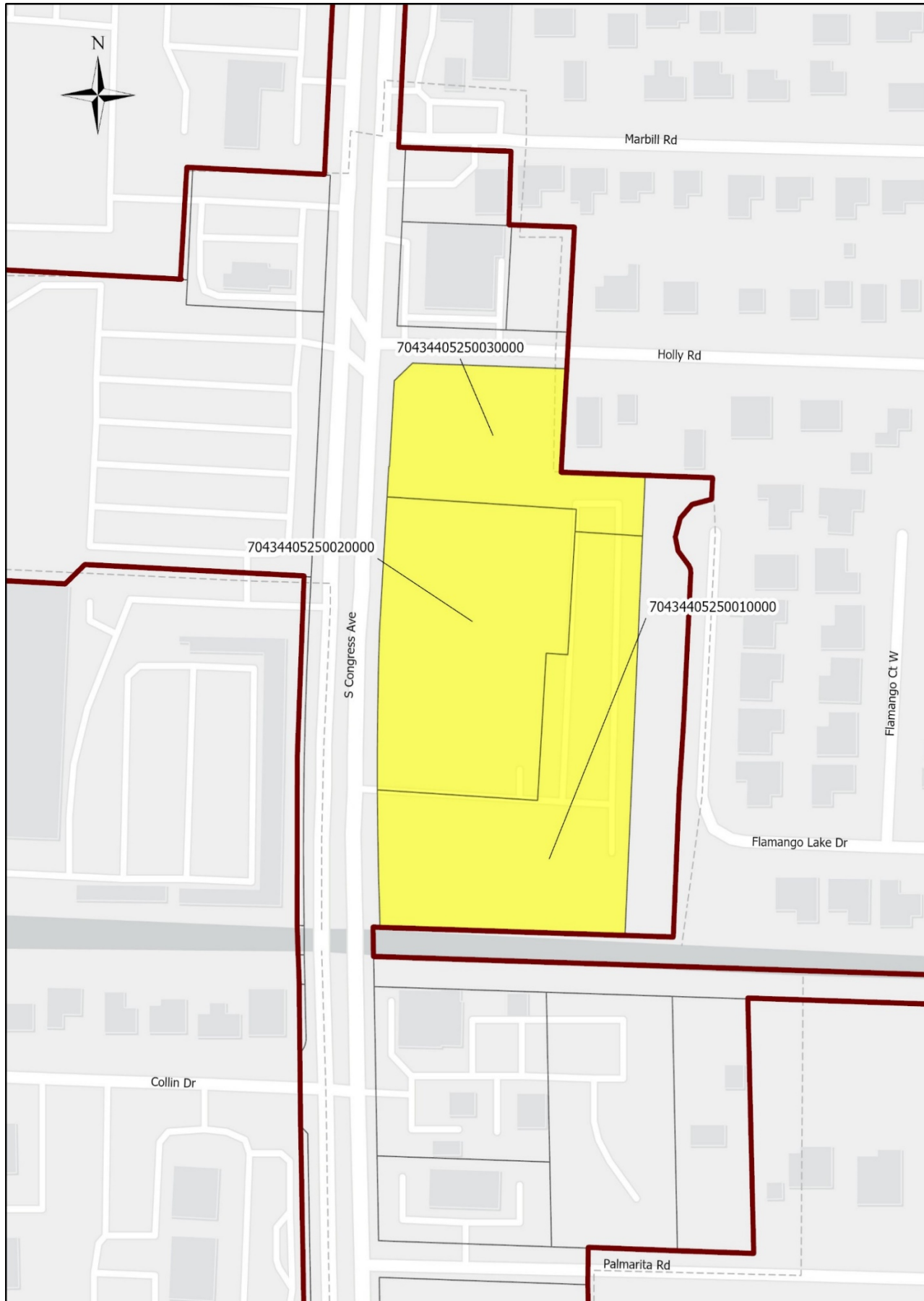
PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Small-Scale Land Use Amendment, Rezoning and Site Development Plan (Light Industrial Planned Development Site Plan with Waivers) - Collection Suites Palm Springs –

Application Summary			
Applicant / Petitioner	Astrax LLC	Submittal Date	11/28/2022
Reference Name	Collection Suites Palm Springs	Case Number	SPR23-01; PSV23-01
		Parcel Control No	70-43-44-05-25-001-0000, 70-43-44-05-25-002-0000, 70-43-44-05-25-003-0000 & 70-43-44-05-25-004-0000
Location	874, 884 & 964 S Congress Ave. plus Water Management parcel 70-43-44-05-25-004-0000	Site Area	Assemblage of 3 properties 7.313 acres
P&Z B Meeting	January 10, 2023	Local Planning Agency	January 26, 2023
Council Meeting (after LPA, 1st Reading)	January 26, 2023	Council Meeting (2nd Reading)	February 9, 2023
Requests			
Proposed Use(s)	<u>Approved by VC on February 9, 2023:</u> Small-Scale Land Use Amendment (FLUM) and Rezoning to change the land use from Commercial to Light Industrial, and from Commercial General (CG) to Light Industrial respectively. Site Development Plan , to proposed a development concept of 79,350 square foot warehouse/self-storage condominium called “Collection Suites Palm Springs”, that would contain approximately nineteen (19) condominium unit ranging in size from 3,206 sf to 8,343 sf, complemented by a 5,256 sf clubhouse, a 1,283 sf office and related support spaces, in addition to the 36,054 square foot existing indoor athletic court.		
Number of Buildings	3 Buildings with a total of 19 units, 1 Clubhouse 1 Office and related support spaces, in addition to the 36,054 square foot existing indoor athletic court.		
Waivers	Pursuant to s. 34-1063. (c), site plan approval with the following Waivers: 1. The applicant is requesting a waiver relief from Sec.34-863 (6) to allow a reduction in the required Setback along S. Congress Avenue from the required 30’ to 25’at its narrowest point. 2. The applicant is requesting a waiver relief from Sec.34-863 (9) to allow a reduction in the required Setback along Holly Road from the required 30’ to 20’ at its narrowest point. 3. The applicant is requesting a waiver relief from Sec.34-863 (10) to allow a reduction in the required Setback along Northeast (abutting residential lots) from the required 75’ to 39’8”. 4. The applicant is requesting a waiver relief from Sec.34-896 (d) to allow the permitted number of special events allowed on the Property from four (4) to not more than twelve (12) each calendar year. 5. The applicant is requesting a waiver relief from Sec. 34-162 (b)(5) to allow the reduction of the required landscape buffer from 15’ to 10’ adjacent to S congress Avenue. 6. The applicant is requesting a waiver relief from Sec. 34-162(f) to allow 100% overlap the utility easement.		

<u>Variances Council Consideration:</u>		PSV23-01 – Requesting a Variance relief from Section 34-891(2) to allow 24 hours of operations.	
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	20 Indoor Athletic Court 37 Warehouse/self-storage 7 Office 33 Clubhouse Total of 97 parking needed	214	Yes
Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (West side)	30’	25’	No* (waiver requested)
Rear yard (East side)	75’	106’ (existing)	Yes
Side yard (North side)	30’	20’	No* (waiver requested)
Side yard (Northeast side adjacent to residential)	75’	39’8”	No* (waiver requested)
Side yard (South side)	20’	15’	No* (waiver requested)
Site Characteristics			
Existing Use	2 Vacant commercial lots 1 Existing Commercial Building	Proposed Use	Warehouse/Self-Storage maintain the existing building
Existing Zoning	CG-Commercial General	Proposed Zoning	LI-Light Industrial
Existing Future Land Use	CG-Commercial General	Proposed Future Land Use	LI-Light Industrial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Commercial/ retail businesses Plaza & Residential use	Commercial & Unknown Unincorporated PBC	Commercial General (CG) & Unknown Unincorporated PBC
South	Commercial Business	Commercial	Commercial General (CG)
East	Residential use	Unknown Unincorporated Palm Beach County	Unknown Unincorporated Palm Beach County
West	Commercial shopping center & Self-storage facility	Commercial & Unknown Unincorporated Palm Beach County	Commercial General (CG) & Unknown Unincorporated Palm Beach County
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the proposed Future Land Use Amendment, Rezoning and Site Development Plan for the construction of 79,350 square foot light industrial plan development project as depicted on the proposed site plan.			

Collection Suites Palm Springs- Small Scale Land Use Amendment of the FLUM/Rezoning/Planned Development Site Plan with
Waivers and Variance
VC 03/9/2023



I. Site History

- Ordinance 2006-17: Annexation

The properties were voluntarily annexed into the Village of Palm Springs on April 27, 2006 and designated with the Land Development as Commercial General zoning districts and future land use Commercial. At the time of the annexation the Village enters into an Agreement with the property owner under Resolution 2006-50 to permit the construction of a mixed-use development consisting of warehouse, retail with a drive-thru and a fast-food restaurant with a drive-thru. The terms of that Annexation Agreement were only valid for five years; thus, the Annexation agreement is now expired.

- Resolution 2012-66: Site Plan and Special Exception

In October 2012 the Village Council approved a site plan and concurrently a special exception use for development and construction of 19,028 square feet of office spaces and 29,691 square feet of utility warehouse space with a gas station with 12 fueling positions; this project was never executed.

- Resolution No. 2017-17 Site Plan and Special Exception

On July 13, 2017, the Village Council approved a site plan and concurrently a special exception use with four (4) waivers to permit the development and construction of a 6,800 square foot restaurant and 36,000 square feet of indoor athletic court. The waivers approved by the Village Council liberalized the Property's required setbacks as follows: (i) a reduction to the setback along S. Congress Avenue for Building A from the required 50' to 30'; (ii) a reduction to the required setback along S. Congress Avenue for Building C from the required 50' to 25'; (iii) a modification to the side corner setback along Holly Road for Building C to allow 20' setback where 25' is required; and (iv) to permit the overlap of 100% of the existing/proposed easements for FPL and LWDD within the southern perimeter landscape buffer instead of the maximum 5' overlap. While the indoor athletic court use was completed, the balance of the project was never executed.

II. Comprehensive Plan Consistency

- The subject properties Zoning and Future Land Use designations are Commercial and Commercial General (CG), respectively. The proposed Commercial Planned Development is requesting a Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning and Site Development Plan to change the land use from Commercial General land use to Light Industrial, concurrent with Rezoning from Commercial General (CG) to Light Industrial (LI).
- The requested FLU amendment and rezoning of the Property to include the proposed warehouse facility is consistent with several of the Village's Comprehensive Plan goals, objectives and policies regarding land use, redevelopment activities and economic development. Below are some of the applicable objective and policies followed by our statements of compliance.

Objective C: The Light Industrial Future Land Use category shall allow as permitted uses establishments which will accommodate employment centers using warehouse, showroom, and non-local office needs of the Village.

The request will help facilitate the construction of a condominium warehouse use which is permitted within the existing and proposed *Light Industrial* future land use category described within this Objective.

Policy A.6: Continually maintain and update, when necessary, development regulations which assure efficient, high quality design construction, and redevelopment activities.

The request, if granted, will ensure the construction of a new warehouse facility use on vacant land within the S. Congress Avenue corridor.

Policy P.1: The Urban Redevelopment Area (URA) – The purpose of the URA is to focus on redevelopment and infill efforts by promoting economic growth, improving the present conditions of infrastructure, investment, and reinvestment in the area, and discouraging urban sprawl by directing development where resources exist.

The Property is located within the URA, which encourages urban infill development activities like the Project. The potential construction of the condominium warehouse product on the Property reflects the Applicant's investment in the Village, will drive economic growth within the URA, and will likely spur ancillary development due to the demand induced by this investment.

Policy P.3: Mixed-use centers and employment centers shall be encouraged in the Urban Redevelopment Area (URA) where appropriate.

The Project represents a direct economic investment within the CRA that will create direct employment opportunities as part of the Project as well as induce indirect employment opportunities to meet needs of investors/collectors that will acquire the condominium warehouse units.

III. Waivers Requested

The applicant is seeking the following waivers:

1. **Waiver #1:** The applicant is requesting a waiver relief from Sec.34-863 (6) to allow a reduction in the required Setback along S. Congress Avenue from the required 30' to 25' at its narrowest point.
2. **Waiver #2:** The applicant is requesting a waiver relief from Sec.34-863 (9) to allow a reduction in the required Setback along Holly Road from the required 30' to 20' at its narrowest point.
3. **Waiver #3:** The applicant is requesting a waiver relief from Sec.34-863 (10) to allow a reduction in the required Setback along Northeast (abutting residential lots) from the required 75' to 39'8".
4. **Waiver #4:** The applicant is requesting a waiver relief from Sec.34-896 (d) to allow the permitted number of special events allowed on the Property from four (4) to not more than twelve (12) each calendar year.
5. **Waiver #5:** The applicant is requesting a waiver relief from Sec. 34-162 (b)(5) to allow the reduction of the required landscape buffer from 15' to 10' at its narrowest point.
6. **Waiver #6:** The applicant is requesting a waiver relief from Sec. 34-162(f) to allow to overlap the entirety of the utility easement of the required 5' foot limited access strip.

The applicant's full justification to the waivers is attached hereto.

- a. The requests are in harmony with and are consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

Waivers 1-6 are in harmony and are consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and such waivers will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare. Waivers 1-6 are being requested to be able to utilize the property to its full potential to accommodate the needs of this proposed Project. This proposed Project will enhance the quality of life in the area. The site plan design has contemplated and is specifically designed in such a manner that the majority of the parking spaces and drive isles have been placed inside the property surrounded by the proposed buildings. This allows for a very clean

aesthetic in contrast to projects where most of the parking spaces and drive isles are facing the main streets, creating seas of parking. The approval of the reduction of required setbacks makes this aesthetic attainable. There will be greenery and landscaping facing the street view, enhancing the experience for pedestrians and drivers going by the site. Furthermore, this project will create jobs and boost the economy of the area.

- b. The request results from innovative design in which other minimum standards are exceeded.

The six (6) waivers, if approved, will improve quality of life and safety for those on and around the Property. The new setbacks, if approved, will allow for ingress and egress components that are further away from the busy streets and allow for the larger separation of parking and drive isles from the Congress Avenue, which is a busy street. More green areas and window fenestrations will be visible from the street, creating a very aesthetically pleasant experience, versus seeing parking and drive isles.

- c. The request demonstrates that granting of the waivers will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Granting of these six (6) waivers requests will result in the preservation of valuable natural resources, including open/green space.

- d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

The approval of the requested waivers will allow for a more desirable Project. The Project will improve a previously vacant site and bring new life and activity to a currently dormant area. Applicant will also be providing public benefits to the area, such as concrete sidewalks with broom finish on S. Congress Ave. and Holly Road, increasing pedestrian activity and separating vehicular and pedestrian uses as much as possible.

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Not applicable to the waiver requests. However, the proposed design utilizes the garden features to mask the buildings while providing a natural, green-oriented design.

- f. Economic issues may not be used to justify waivers.

There are no economic issues being used to justify waivers 1-6, and the Project complies with this standard. While no economic issues are related to the waivers being sought, the approval of these waivers will ensure that the Project will be a great asset to the community.

- g. The request is compatible with existing and potential land uses adjacent to the development site.

The waiver requests do not affect the existing and potential land uses adjacent to the Property.

- h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.

Not applicable to the waiver requests.

- i. Waiver requests from maximum height limitations shall further demonstrate that the additional height will

not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.

Not applicable to the waiver requests. Building heights are comparable to surrounding facilities.

Staff supports the applicant's request based on the intent of the applicant to maximize the utilization of the land reducing the amount of impervious surface and consistency with the Village Comprehensive Plan allowing for innovative designs and open space. The property can still be developed in the proposed manner without any adverse impact to the surrounding properties.

IV. Variances

The applicant is requesting a variance relief from Section 34-891(2) to allow 24 hours of operations.

The applicant's full justification to the variance is attached hereto.

Applicant seeks the Village Council's approval a variance to permit Project unit owners and their guest to use their individual units 24-hours a day. However, no commercial business activity will occur during the extended hours of operation. Sec. 34-891.(2) of the Village's Land Development Code ("Code") authorizes a variance from the Standard Operating Hours at the Village Council's discretion. Applicant's proposed Project units are individually owned. Some owners may utilize the same to conduct business on the Property during Standard Operating Hours, but most owners also utilize the proposed units in the Project as personal recreational and entertainment spaces. Applicant wishes to ensure that prospective owners can access and use those proposed Project units for such personal enjoyment and entertainment outside the Standard Operating Hours without issue. Such personal use will be conducted within the Project and the individual units and, therefore, should not create any adverse impacts on neighboring uses.

V. Neighborhood Compatibility

- 1) The proposed project is located on the Village's northern end of the Congress Avenue corridor.
- 2) Properties on the East side are generally residential uses.
- 3) A mix of different uses between commercial, light industrial and residential are existing along South Congress Avenue corridor.
- 4) A commercial shopping center is located on the West side.

VI. Consistency with Palm Springs Congress Avenue District CRA

1. Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA

a. Improving Utilities and Infrastructure

New utilities and infrastructure will be provided for the proposed Project resulting in a general upgrade to utilities and infrastructure within the CRA.

b. Expanding Job Development & Economic Growth

The construction of the Project will create both direct and indirect employment opportunities within the CRA both during the construction phase and once the Project is operational. This investment within the CRA and use of infill property meets the goals of the CRA.

c. Enhancing Public Safety

With the construction of the Project, a previously vacant site will be improved and activated bringing new life and activity to a currently dormant area. The additional activity and investment will substantially enhance the safety of the immediate area.

d. Increasing and Maintaining Workforce Housing

Although the Project does not include any residential component, the request will result in new jobs within the Village which will help reduce transportation costs for residents working there.

e. Advancing the Partnership with Palm Beach County

The Applicant will continue to work with Palm Beach County (the "County") with regards to the proposed request.

2. Proposal's Effect on Existing Conditions (identified in CRA Redevelopment Plan) in the CRA District.

The Project will convert approximately five (5) acres of vacant land to the proposed condominium warehouse use. The proposed development reflects the plan's desire for urban development with the CRA.

3. Proposal's Ability to Assist in Achieving Strategies & Objectives of the Palm Springs CRA.

The Applicant has put the assemblage under contract for purchase to allow it to replicate its highly successful Collection Suites Project operating in Doral, FL. The Project advances *Goal I, Policy 1.1* of the CRA – *CRA shall encourage development that provides...appropriate destination business*. The Project represents a quality destination business that is self-contained, visually attractive and is physical compatible with preserving the CRA and Village's "small town" feel. The Project further promotes *Goal II – Creation of Jobs* – by increasing employment opportunities within the Congress Avenue subdistrict. In addition, the Project promotes *Goal IV – Protect residential uses adjacent to...Congress Avenue corridors* -, specifically *Objective IV.II – Create design standards for infill development that appropriately buffer existing residential uses* – as it introduces a use that will further stabilize the adjacent residential neighborhood while creating no negative externalities such as noise and traffic. Finally, the Project supports *Goal V, Objective V.I* through the installation of pedestrian comfort amenities, such as a sidewalk, along the perimeter of the Property that will enhance pedestrian mobility and safety in the immediate area.

VII. Regulatory Issues

- The site plan generally conforms to the property development standards of the LI District.
 - 1) Proposed project plan generally meets required site development regulation.
 - 2) A Light Industrial Land Use designation and rezoning to LI, shall be approved prior to consideration of the proposed Site Plan.
 - 4) Civil/utility plans shall be approved by the Villages Engineer and PBC Water Utility.
 - 5) Permit from LWDD prior to construction needs to be obtained.
 - 6) Permit from FDOT is required prior to construction.
 - 7) Proposed project meets the Traffic Performance Standards of Palm Beach County.

VIII. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

IX. Community Outreach/ Notification

- The subject property was posted on January 5, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on January 3, 2023.

- Legal advertisement was published in the paper on December 29, 2022.
- Staff has not received any inquiries or comments as a result of the notices.

X. Proposed Development Plan Details

The petitioner's development plans dated received on November 28, 2022 depicts the following:

- Application for Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning and Planned Development Site Plan with 4 waivers and 1 variance.
 1. Site Plan dated received November 28, 2022 revised and resubmitted on February 17, 2023.
 2. Landscape plans dated received November 28, 2022 revised and resubmitted on February 17, 2023.
 3. Engineering plans dated received November 28, 2022 revised and resubmitted on December 29, 2022.
 4. Architectural plans dated received November 28, 2022 revised and resubmitted on February 17, 2023.
 5. Photometric plan dated received November 28, 2022 revised and resubmitted on February 17, 2023.
 6. Boundary and topographic survey.
 7. Project narrative and Justification Statement of proposed use.
 8. Drainage calculations.
 9. Common amenities detail plan.

XI. Recommendation

The property is located toward the northern end of the Village's Congress Avenue corridor. The Village's staff acknowledges that the Congress Avenue corridor is ripe for redevelopment. Additionally, this segment of the corridor needs employment-generating uses in order to spur reinvestment and redevelopment along the corridor.

The applicant is proposing that the indoor athletic court remains as it is and improve the remaining undeveloped portions of the Property with a mix of a warehouse condominium product comprised of 79,350 square foot called the "Collection Suites Palm Springs" (the "Project"). The Project will contain approximately nineteen (19) condominium units ranging in size from 3,206 sq. ft. to 8,343 sq. ft. These warehouse/storage condominium units will be complemented by a 5,256 square foot clubhouse and related support spaces.

The proposed Light Industrial Planned Development is generally in harmony with the Village's Comprehensive Plan and Land Development Regulations, and do not injurious the surrounding area. The project provides sidewalks connections from the main roadway and internal connections between the different uses to facilitate pedestrian circulation and safety. An adequate vehicular circulation, avoiding negative impacts on existing roadway conditions, has been provided. The project provides sufficient parking to avoid on-street parking. The proposed uses do not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems. The proposed project will have a beneficial visual impact on South Congress Avenue corridor and will facilitate economic development with the Village, consistent with the Village Community Redevelopment Agency plan.

Land Development Staff has conducted a review of the application and found the proposed Light Industrial Planned Development use is consistent with goals, objectives and policies of the Village's Comprehensive Plan.

Staff recommends conditional approval of the Site Plan with four waivers and one variance for the construction of 79,350 square foot Light Industrial Planned Development subject to the following thirty-eight (38) conditions below:

1. Build out date is December 31, 2027.
2. The site plan approval is valid for 24 months of Village Council approval.
3. The waiver #3 needs to reflect the correct setback from property line to building line.
4. The waiver #4 regarding the number of special events, needs to comply with the hours of operation from 7am to 11pm.

5. The 24 hours of operation shall only be allowed to permit unit owners and their guest to use their individual units 24-hours a day. However, no commercial business activity will occur during the extended hours of operation.
6. No retail sales and/or services shall be permitted within the property. Professional and business offices are permitted.
7. Per Planning and Zoning Board recommended, during their regular meeting on January 10, 2023, a left turn only sign shall be installed at the Holly Road egress point.
8. Fence details needs to be submitted **at time of the submission of building permits.**
9. Landscape plans shall be approved by FPL **at time of permitting.**
10. The existing overhead power lines crossing the property shall be relocated and/or underground, coordinate with FPL **at time of permitting.**
11. Plans shall be revised at time of permitting, as requested by LWDD, to note the following:
 - **Add Label & dimension "LWDD 10' Exclusive Easement, ORB 29824, PG 782" on all Plans.**
 - **Add a label for" LWDD L-6 Canal" on all plans.**
 - **Sabal Palm Tree "'37a" shown on the Existing Tree Deposition Plan located at the SW corner of the property shall be removed or transplanted outside LWDD's 10' exclusive easement. The Table shown on Sheet LA1.01 shall be revised from "Remain" to "Remove" or "Transplant".**
12. Plans shall be reviewed and approved by **LWDD at time of permitting.**
13. A Bus Shelter architecturally consistent with the building shall be provided **at time of permitting.**
14. No monument signs are proposed as part of this application. Any proposed monument sign shall be reviewed and approved by the Planning, Zoning and Building Department **at time of permitting.**
15. **At time of permitting,** provide value of construction and number of construction jobs created to be included in CRA annual report.
16. A sidewalk shall be provided along Holly Road for pedestrian access from residential properties on the East side of the property, contingent upon Applicant's best efforts to obtain a permit through Palm Beach County.
17. Mechanical equipment and above-ground infrastructure shall be screened from view.
18. Copies of the LWDD, SFWMD, PBC Fire Department, PBCWUD, PBC Road and Traffic Department and FDOT permits shall be provided to the Village at the time of permitting.
19. A Utility/Civil Plan shall be approved by the Village Engineer and Palm Beach County Water Utility Department **at time of permitting.**
20. A Local Business Tax Receipt shall be applied with the Village prior to any operations.
21. Landscaped buffers shall only overlap 5 feet any utility easements, unless otherwise approved by the Village Council.
22. Any future proposed wall sign(s) shall in be in accordance with the Village wall signs regulations.
23. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
24. The applicant is responsible for replacement of landscaping within any landscape buffer/utility easement overlaps that is removed or destroyed by utility companies.
25. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting, as needed.
26. Landscaped areas shall be irrigated (including but not limited to buffer, islands, planter boxes, etc.). New irrigation systems shall be maintained separately from potable water distribution systems, and shall include rain sensor shut-off mechanisms.
27. A pre-construction meeting shall be scheduled with the Village Land Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning and Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting. All new electrics shall be underground.
28. A silt barrier shall be installed around the perimeter of the property prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall

remain through substantial completion.

29. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy.
30. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
31. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
32. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
33. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Land Development Director.
34. Permits are required from the PZB Department prior to commencing any construction or renovation.
35. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
36. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
37. At the time of CO, the petitioner shall provide the PZB Department with electronic copies of as-builts.
38. The Owners Association shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including conditions of approval.



February 17, 2023

Via E-Mail to: icabrera@vpsfl.org

Ms. Iramis Cabrera, Director
Planning, Zoning & Building Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: 874 & 884 S. Congress Avenue, Palm Springs, FL (Parcel Control Nos: 70-43-44-05-25-002-0000; 70-43-44-05-25-003-0000; 70-43-44-05-25-004-0000) (collectively, the "Property") – Request for Future Land Use Plan Amendment, Rezoning, Site Plan Approval, Waivers and a Variance.

Dear Ms. Cabrera:

Our firm represents Astrax LLC (the "Applicant"). The Property is presently owned by Palm Springs Villages, LLC ("Owner"). Applicant is the contract purchaser of the Property and submits this application to the Village of Palm Springs (the "Village"), with the Owner's authorization, requesting approval of a Future Land Use amendment, rezoning, and companion site plan with waivers for the Property. Below is a short narrative summarizing the Property's history and Applicant's request.

▪ **Future Land Use/Zoning Designation & Property History**

The Property was voluntarily annexed into the Village on April 27, 2006 and designated with a Future Land Use (FLU) designation of *Commercial* and Zoning designation of *General Commercial (GC)*. The Property retains the same FLU and zoning designation to this day. At the time of the annexation, the Village entered into an agreement with the then property owner under Resolution No. 2006-50 to permit the construction of a mixed-use development consisting of warehouse, retail with drive-through and fast-food restaurant with a drive-through. The annexation agreement was only valid for a term of five (5) years and is now expired.

Thereafter, in October of 2012, the Village Council approved a site plan and concurrently a special exception use for the development and construction of 19,028 square feet of office space and 29,691 square feet of utility warehouse with a gas station with 12 fueling positions. While approved, this project was never executed.

Most recently, on July 13, 2017, the Village Council approved a site plan and concurrently a special exception use with four (4) waivers to permit the development and construction of a 6,800 square foot restaurant and 36,000 square feet of indoor athletic court. The waivers approved by the Village Council liberalized the Property's required setbacks as follows: (i) a reduction to the setback along S. Congress Avenue for Building A from the required 50' to 30'; (ii) a reduction to the required setback along S. Congress Avenue for Building C from the required 50' to 25'; (iii) a modification to the side corner setback along Holly Road for Building C to allow 20' setback where 25' is required; and (iv) to permit the overlap of 100% of the existing/proposed easements for FPL and LWDD within the southern perimeter landscape buffer

instead of the maximum 5' overlap. While the indoor athletic court use was completed, the balance of the project was never executed.

▪ **Applicant's Proposed Development Concept**

Applicant proposes to improve a portion of the Property with a warehouse condominium product comprised of 79,350 square foot and called the "Collection Suites Palm Springs" (the "Project"). The Project that will contain approximately nineteen (19) condominium units ranging in size from 3,206 sq. ft. to 8,343 sq. ft. These warehouse/storage condominium units will be complemented by a 5,256 square foot clubhouse and related support spaces, including a manager's office.

The Project innovates on Applicant's success with a similar development concept located in Miami-Dade. The units function as luxury suites for collectors. These fully customizable suites are used by their owners to store collector vehicles, wine and art (among other collector's items) and provide each owner with a private space where the stored valuables can also be enjoyed in an environment which is both comfortable and rich in amenities. Each unit/suite in this exclusive collector's community will boast luxury finished, spacious living areas, high tech features, full automaton, extensive security options, and complemented by an entertainment clubhouse. Most spaces will include a mezzanine level, kitchenette, wine cellar, state-of-the-art entertainment and technology features, VIP concierge services and more. In addition, the association will promote activities and events to bring like-minded individuals together around their shared passions with the goal of building community. More information about the concept and the Applicant's past projects can be found at: <https://collection-suites.com>.

Given the nature of the proposed use and the items that will be stored by individual unit owners on-site, safety and security concerns and amenities are a central element of the proposed program. The project will contain 24-hour security surveillance to monitor the project's interior and exterior walls. The control towers noted on the site plan will permit 360-degree surveillance of the Property and provide security guard access, when needed. Client/owner access to the Project will be limited to the gated entrances that will require use of a private, personal code, along with facial and license plate recognition. In addition, on-site security will surveil and patrol the Property during regular business hours and overnight.

Furthermore, the Applicant maintains a strong relationship with the Doral Police Department (the local law enforcement agency) at its Miami-Dade County location. The local police department routinely visits the site and immediate area. As has been its practice elsewhere, Applicant intends to build a similar relationship with the Village's police department to further enhance security on the Property and a sense of safety among its owner/clients.

Finally, full-time staff will be committed to the clients and the maintenance of the site, including, but not limited to, the following: (i) a site manager; (ii) on-site maintenance staff; (iii) a civil engineer; (iv) an IT manager; (v) a third-party gardening/landscaping firm; (vi) third-party event support; (vii) third-party maintenance services; (viii) a 24-hour concierge platform with remote access; and (ix) a condominium board.

▪ **Parcel Information & Applicant's Request**

The following table provides information regarding the individual parcels, all owned by the Owner and under contract by the Applicant for purchase, which consist of the Property that is the subject of the application.

PCN#	Address	Acreage	Existing Use	Existing FLU	Proposed FLU	Existing Zoning	Proposed Zoning
70-43-44-05-25-002-0000	884 S. Congress Ave	2.37 acres	Vacant	Commercial	Light Industrial	Commercial General	Light Industrial
70-43-44-05-25-003-0000	874 S. Congress Ave	1.30 acres	Vacant	Commercial	Light Industrial	Commercial General	Light Industrial
70-43-44-05-25-004-0000	None	1.16 acres	Vacant	Commercial	Light Industrial	Commercial General	Light Industrial

As summarized hereinabove, Applicant respectfully requests the City's approval of the following:

1. FLU amendment of the Property from *Commercial* to *Light Industrial*;
2. Rezoning of the Property from *Commercial General (CG)* to *Light Industrial*;
3. Pursuant to s. 34-1063.(c), site plan approval with the following Waivers:
 - a. A reduction in the required setback S. Congress Avenue from the required 30' to 25' at its narrowest point;
 - b. A reduction in the required setback along Holly Road from the required 30' to 20' at its narrowest point;
 - c. A reduction in the required Interior (NE Abutting Residential lots) setback from 75' to 39.8' at its narrowest point;
 - d. A modification to the permitted number of special events allowed on the Property from four (4) to not more than twelve (12) each calendar year;
 - e. A reduction to the required landscape buffer from 15' to 10' at its narrowest point;
 - f. Authorization to overlap the entirety of the utility easement; and
4. A variance pursuant to s. 34-891.(2) requesting authorization for the operation of the Project for 24 hours where otherwise limited to between 7 A.M. and 11 P.M. per s. 34-891.(1).

Below is summary of the requests consistency with the Village Comprehensive Plan and the Community Redevelopment Area (CRA) Plan.

▪ **Consistency with the Comprehensive Plan**

The requested FLU amendment and rezoning of the Property to include the proposed warehouse facility is consistent with several of the Village's Comprehensive Plan goals, objectives and policies regarding land use, redevelopment activities and economic development. Below are some of the applicable objective and policies followed by our statements of compliance.

Objective C: The Light Industrial Future Land Use category shall allow as permitted uses establishments which will accommodate employment centers using light-assembly, manufacturing, warehouse, distribution, showroom, and non-local office needs of the Village.

The request will help facilitate the construction of a condominium warehouse use which is permitted within the existing and proposed *Light Industrial* future land use category described within this Objective.

Policy A.6: Continually maintain and update, when necessary, development regulations which assure efficient, high quality residential design construction, and redevelopment activities.

The request, if granted, will ensure the construction of a new warehouse facility use on vacant land within the S. Congress Avenue corridor.

Policy P.1: The Urban Redevelopment Area (URA) – The purpose of the URA is to focus on redevelopment and infill efforts by promoting economic growth, improving the present conditions of infrastructure, investment, and reinvestment in the area, and discouraging urban sprawl by directing development where resources exist.

The Property is located within the URA, which encourages urban infill development activities like the Project. The potential construction of the condominium warehouse product on the Property reflects the Applicant's investment in the Village, will drive economic growth within the URA, and will likely spur ancillary development due to the demand induced by this investment.

Policy P.3: Mixed-use centers and employment centers shall be encouraged in the Urban Redevelopment Area (URA) where appropriate.

The Project represents a direct economic investment within the CRA that will create direct employment opportunities as part of the Project as well as induce indirect employment opportunities to meet needs of investors/collectors that will acquire the condominium warehouse units.

▪ **Consistency with Village Community Redevelopment Area Plan**

The requested amendments for the Project are consistent with the Village's CRA plan and strategies. As required by the Village's development application, the following CRA criteria which have are listed below with are response listed thereafter.

1. Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA

a. Improving Utilities and Infrastructure

New utilities and infrastructure will be provided for the proposed Project resulting in a general upgrade to utilities and infrastructure within the CRA.

b. Expanding Job Development & Economic Growth

The construction of the Project will create both direct and indirect employment opportunities within the CRA both during the construction phase and once the Project

is operational. This investment within the CRA and use of infill property meets the goals of the CRA.

c. Enhancing Public Safety

With the construction of the Project, a previously vacant site will be improved and activated bringing new life and activity to a currently dormant area. The additional activity and investment will substantially enhance the safety of the immediate area.

d. Increasing and Maintaining Workforce Housing

Although the Project does not include any residential component, the request will result in new jobs within the Village which will help reduce transportation costs for residents working there.

e. Advancing the Partnership with Palm Beach County

The Applicant will continue to work with Palm Beach County (the “County”) with regards to the proposed request.

2. Proposal’s Effect on Existing Conditions (identified in CRA Redevelopment Plan) in the CRA District.

The Project will convert approximately five (5) acres of vacant land to the proposed condominium warehouse use. The proposed development reflects the plan’s desire for urban development with the CRA.

3. Proposal’s Ability to Assist in Achieving Strategies & Objectives of the Palm Springs CRA.

The Applicant has put the assemblage under contract for purchase to allow it to replicate its highly successful Collection Suites Project operating in Doral, FL. The Project advances *Goal I, Policy 1.1* of the CRA – *CRA shall encourage development that provides...appropriate destination business*. The Project represents a quality destination business that is self-contained, visually attractive and is physical compatible with preserving the CRA and Village’s “small town” feel. The Project further promotes *Goal II – Creation of Jobs* – by increasing employment opportunities within the Congress Avenue subdistrict. In addition, the Project promotes *Goal IV – Protect residential uses adjacent to...Congress Avenue corridors* -, specifically *Objective IV.II – Create design standards for infill development that appropriately buffer existing residential uses* – as it introduces a use that will further stabilize the adjacent residential neighborhood while creating no negative externalities such as noise and traffic. Finally, the Project supports *Goal V, Objective V.I* through the installation of pedestrian comfort amenities, such as a sidewalk, along the perimeter of the Property that will enhance pedestrian mobility and safety in the immediate area.

▪ **Future Land Use Plan Amendment**

The subject request includes a re-designation of the Property from *Commercial* to *Light Industrial*. The acreage of the Property represents less than 1% of the total land mass of the Village and the proposed change will have a minimal impact to the surrounding area and Village.

- **Rezoning**

The corresponding rezoning is proposed to change the designation from *Commercial General District (CG)* to *Light Industrial (LI)*. The Project facilitated by the requested rezoning will provide all necessary facilities to support the Property's development, including storm drainage, potable water, sewage treatment, solid waste disposal, and other services, as applicable.

- **Variance**

As noted hereinabove, Applicant is requesting the Village Council's approval of a variance authorizing extended hours of operation pursuant to s. 34-891.(2). Presently, the commercial uses are limited to operating hours of between 7 A.M. and 11 P.M. (the "Standard Operating Hours"). Applicant seeks the Village Council's approval a variance to permit Project unit owners and their guest to use their individual units 24-hours a day. However, no commercial business activity will occur during the extended hours of operation.

Sec. 34-891.(2) of the Village's Land Development Code ("Code") authorizes a variance from the Standard Operating Hours at the Village Council's discretion. Applicant's proposed Project units are individually owned. Some owners may utilize the same to conduct business on the Property during Standard Operating Hours, but most owners also utilize the proposed units in the Project as personal recreational and entertainment spaces. Applicant wishes to ensure that prospective owners can access and use those proposed Project units for such personal enjoyment and entertainment outside the Standard Operating Hours without issue. Such personal use will be conducted within the Project and the individual units and, therefore, should not create any adverse impacts on neighboring uses.

We look forward to working with you on this submittal and receipt of your favorable recommendation for Applicant's request.

Respectfully submitted,

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

Javier E. Fernández, Esq.
For the Firm



February 21, 2023

Via E-mail to: icabrera@vpsfl.org
cmelendezberrios@vpsfl.org

Ms. Iramis Cabrera, Director
Planning, Zoning & Building Department
Village of Palm Springs
226 Cypress Lane, FL 33461

**Re: Collection Suites Palm Springs – 874, 884 & 964 S. Congress Avenue (“Property”)
Waiver Justifications**

Dear Ms. Cabrera:

Our firm represents Astrax LLC (hereinafter, “Applicant”), the applicant for the project located on the Property. Sec. 34-875(3) of the Village of Palm Springs Code (the “Code”) sets out the criteria that the Village Council considers when granting a waiver request. We are writing this letter to accompany the updated letter of intent that was submitted on February 17, 2023 (the “LOI”) to outline the justifications, pursuant to the Code, for the six (6) waiver requests Applicant is seeking for the Property.

Waiver Requests

Waiver 1: A reduction in the required setback S. Congress Avenue from the required 30’ to 25’ at its narrowest point;

Waiver 2: A reduction in the required setback along Holly Road from the required 30’ to 20’ at its narrowest point;

Waiver 3: A reduction in the required Interior (NE Abutting Residential lots) setback from 75’ to 39.8’ at its narrowest point;

Waiver 4: A modification to the permitted number of special events allowed on the Property from four (4) to not more than twelve (12) each calendar year;

Waiver 5: A reduction to the required landscape buffer from 15’ to 10’ at its narrowest point; and

Waiver 6: Authorization to overlap the entirety of the utility easement.

Justifications for Waiver Requests in Accordance with Sec.34-875(3)

- a. The requests are in harmony with and are consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

Waivers 1-6 are in harmony and are consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and such waivers will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare. Waivers 1-6 are being requested to be able to utilize the property to its full potential to accommodate the needs of this proposed Project. This proposed Project will enhance the quality of life in the area.

The site plan design has contemplated and is specifically designed in such a manner that the majority of the parking spaces and drive isles have been placed inside the property surrounded by the proposed buildings. This allows for a very clean aesthetic in contrast to projects where most of the parking spaces and drive isles are facing the main streets, creating seas of parking. The approval of the reduction of required setbacks makes this aesthetic attainable. There will be greenery and landscaping facing the street view, enhancing the experience for pedestrians and drivers going by the site. Furthermore, this project will create jobs and boost the economy of the area.

b. The request results from innovative design in which other minimum standards are exceeded.

The six (6) waivers, if approved, will improve quality of life and safety for those on and around the Property. The new setbacks, if approved, will allow for ingress and egress components that are further away from the busy streets and allow for the larger separation of parking and drive isles from the Congress Avenue, which is a busy street. More green areas and window fenestrations will be visible from the street, creating a very aesthetically pleasant experience, versus seeing parking and drive isles.

c. The request demonstrates that granting of the waivers will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Granting of these six (6) waivers requests will result in the preservation of valuable natural resources, including open/green space.

d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

The approval of the requested waivers will allow for a more desirable Project. The Project will improve a previously vacant site and bring new life and activity to a currently dormant area. Applicant will also be providing public benefits to the area, such as concrete sidewalks with broom finish on S. Congress Ave. and Holly Road, increasing pedestrian activity and separating vehicular and pedestrian uses as much as possible.

e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Not applicable to the waiver requests. However, the proposed design utilizes the garden features to mask the buildings while providing a natural, green-oriented design.

f. Economic issues may not be used to justify waivers.

There are no economic issues being used to justify waivers 1-6, and the Project complies with this standard. While no economic issues are related to the waivers being sought, the approval of these waivers will ensure that the Project will be a great asset to the community.

- g. The request is compatible with existing and potential land uses adjacent to the development site.

The waiver requests do not affect the existing and potential land uses adjacent to the Property.

- h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.

Not applicable to the waiver requests.

- i. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.

Not applicable to the waiver requests. Building heights are comparable to surrounding facilities.

We look forward to continuing working with you on this submittal and receipt of your favorable recommendation for Applicant's request.

Respectfully submitted,

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line.

Javier E. Fernández, Esq.

Cc: Christian Melendez-Berrios, Village of Palm Springs
Rafael Garcia-Luján, Astrax LLC

COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE. WEST PALM BEACH, FLORIDA, 33445

Submittal Graphic Symbols Definitions	
NEW / REVISED	
RE-ISSUED WITHOUT REVISION	
PREVIOUSLY SUBMITTED	

INDEX OF DRAWINGS	
COVER	COVER SHEET / INDEX OF DRAWINGS
LANDSCAPE	
L.A- 1.00	EXISTING TREE DISPOSITION PLAN
L.A- 1.01	EXISTING TREE DISPOSITION CHART
L.A- 2.00	OVERALL PLANTING SITE PLAN
L.A- 2.01	PLANTING PLAN
L.A- 2.02	PLANTING PLAN
L.A- 2.03	PLANTING PLAN
L.A- 2.04	PLANTING PLAN
L.A- 2.05	PLANTING DETAILS
L.A- 2.06	PLANTING SPECS & CHARTS
ARCHITECTURAL	
A-1.0	PROPOSED SITE PLAN
A-1.01	PROPOSED SITE PLAN/ EASEMENT PLAN
A-1.1	PROPOSED SITE PLAN ZONING
A-1.2	EXISTING SITE IMAGES
A-1.3	EXISTING SITE IMAGES
A-1.4	EXISTING SITE IMAGES
A-1.5	VICINITY MAP
A-1.6	PROPOSED SITE/ PERVIOUS & IMPERVIOUS AREAS
A-1.7	BUILDING LOGO - SIGN
A-1.8	A.D.A. PARKING SIGNS/ AMENITIES
A-2.0	OVERALL GROUND FLOOR PLAN
A-2.1	ENLARGED BUILDING "A" GROUND FLOOR PLAN
A-2.2	ENLARGED BUILDING "A" GROUND FLOOR PLAN
A-2.3	ENLARGED BUILDING "B" GROUND FLOOR PLAN
A-2.4	ENLARGED BUILDING "B" GROUND FLOOR PLAN
A-2.5	ENLARGED BUILDING "C" GROUND FLOOR PLAN
A-2.6	ENLARGED BUILDING "C" GROUND FLOOR PLAN
A-3.0	OVERALL MEZZANINE FLOOR PLAN
A-4.0	OVERALL ROOF PLAN
A-5.0	PROPOSED ELEVATIONS BUILDING "A"
A-5.1	PROPOSED INTERIOR ELEVATIONS BUILDING "A"
A-5.2	PROPOSED ELEVATIONS BUILDING "B"
A-5.3	PROPOSED INTERIOR ELEVATIONS BUILDING "B"
A-5.4	PROPOSED ELEVATIONS BUILDINGS "A" & "B"
A-5.5	PROPOSED ELEVATIONS BUILDING "C"
A-5.6	PROPOSED ELEVATIONS BUILDING "C"
A-6.0	PROPOSED EXTERIOR RENDERS
A-6.1	PROPOSED EXTERIOR RENDERS
ELECTRICAL	
E-1A	PHOTOMETRIC SITE PLAN
E-1B	PHOTOMETRIC SITE PLAN

PERMIT SET - 01.18.23

SYMBOL LEGEND:

- 1

12

1C

● KEY NOTE

● WINDOW NUMBER. REFER TO WINDOW SCHEDULE

● DOOR NUMBER. REFER TO DOOR SCHEDULE
- A

A3.1

● ELEVATION SYMBOL

● ELEVATION NUMBER

● SHEET NUMBER

● DETAIL NUMBER
- 4

A5.1

● DETAIL SYMBOL

● SHEET NUMBER
- 1

A.3

● SECTION NUMBER

● WALL SECTION SYMBOL

● SHEET NUMBER
- T.O.B.

F.F.F.

O.C.

MIN.

MAX.

P.T.

M.O.

V.I.F.

● TOP OF TIE BEAM

● MEASURED FROM FINISHED FLOOR

● ON CENTER

● MINIMUM

● MAXIMUM

● PRESSURE TREATED

● MASONRY OR CONCRETE OPENING

● VERIFY IN FIELD
- EX

● EXISTING DOOR TO REMAIN
- EQ.

● EQUAL DIMENSION. DIMENSIONS WITH "EQ." WITHIN THE SAME DIMENSION STRING SHALL BE THE SAME. DIFFERENT DIMENSION STRINGS HAVE DIFFERENT "EQ." DIMENSIONS. ALL DIMENSIONS ARE TO FACE OF STUDS OR FACE OF CONCRETE BLOCK WALL UNLESS SHOWN ON CENTER LINE.
- STEP SYMBOL

PROJECT GENERAL DATA & CODE SUMMARY

NAME OF THE PROJECT:	COLLECTION SUITES PALM SPRINGS
LOCATION:	884 & 874 S CONGRESS AVE. WEST PALM BEACH, FL. 33445
OWNER:	ASTRAX LLC
PROPOSED USE:	SELF-SERVICE STORAGE/ WAREHOUSE
PROJECT SUMMARY:	NEW STORAGE FACILITY
CODE ENFORCEMENT JURISDICTION:	FLORIDA FIRE PREVENTION CODE (FFPC) 7TH. EDITION (2020) FLORIDA BUILDING CODE (FBC) 7TH. EDITION (2020) FLORIDA BUILDING CODE EXISTING BUILDING 7TH. EDITION (2020) FLORIDA BUILDING CODE ACCESSIBILITY 7TH EDITION (2020) NFPA 1, 2018 EDITION, "FIRE CODE". NFPA 101, 2018' EDITION, "LIFE SAFETY CODE". NFPA 10, 2018' EDITION, "STANDARD FOR PORTABLE FIRE EXTINGUISHER". NFPA 13, 2016' EDITION, "STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEM". NFPA 70, 2020' EDITION, "NATIONAL ELECTRICAL CODE". NFPA 72, 2016' EDITION, "NATIONAL FIRE ALARM CODE". PUBLIC RECORDS OF PALM BEACH COUNTY, FL

ZONING DATA

PARCEL CONTROL NUMBER:	70-43-44-05-25-003-0000
ZONING:	LI
LEGAL DESCRIPTION:	874 SOUTH CONGRESS AVE, PALM SPRINGS, FLORIDA 33406 PARCEL "B", OF CIRCUS TRIX CPD, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 126, PAGE 189 (PUBLIC RECORDS OF PALM BEACH COUNTY, FL)
PARCEL CONTROL NUMBER:	70-43-44-05-25-002-0000
ZONING:	LI
LEGAL DESCRIPTION:	884 SOUTH CONGRESS AVE, PALM SPRINGS, FLORIDA 33406 PARCEL "C", OF CIRCUS TRIX CPD, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 126, PAGE 189 (PUBLIC RECORDS OF PALM BEACH COUNTY, FL)
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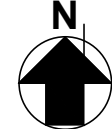
ABBREVIATIONS

@	AT	INSUL.	INSULATION
A.B.	ANCHOR BOLT	INT.	INTERIOR
ACT./ACOUS.	ACOUSTICAL	J.C.	JANITOR'S CLOSET
ALT.	ALTERNATE	JT.	JOINT
ALUM.	ALUMINUM	LAV.	LAVATORY
ARCH.	ARCHITECTURAL	L.C.C.	LEAD COATED COPPER
A.T.	ACOUSTICAL TILE	LIN.	LINEAR
		L.L.	LIVE LOAD
		L.P. (LP)	LOW POINT
BD.	BOARD	MACH.	MACHINE
BLDG.	BUILDING	MAX.	MAXIMUM
BM.	BEAM	M.B.	MARKER BOARD
B.O.	BY OWNER	M&E	MECHANICAL & ELECTRICAL
BRK./BRG.	BEARING	MECH.	MECHANICAL
BRK.	BRICK	MET./METL./MET'L.	METAL
BSMT.	BASEMENT	MIN.	MINIMUM
B.U.	BUILT-UP	MISC.	MISCELLANEOUS
		MFG.	MANUFACTURER
C.B.	CHALKBOARD	M.T.	METAL THRESHOLD
CEIL./CLG.	CEILING	MAR.T.	MARBLE THRESHOLD
C.H.	CEILING HEIGHT	MULL.	MULLION
C.J.	CONTROL JOINT	M.O.	MASONRY OPENING
CL	CENTERLINE	M.W.P.	MEMBRANE WATERPROOFING
CL.O.	CLOSET		
CMU	CONCRETE	N	NORTH
	MASONRY UNIT	N.I.C	NOT IN CONTRACT
C.O.	CASED OPENING	N.T.S.	NOT TO SCALE
COL.	COLUMN	NO.	NUMBER
CONC.	CONCRETE	NOM.	NOMINAL
CONF.	CONFERENCE		
CONST.	CONSTRUCTION	O.C.	ON CENTER
CONT.	CONTINUOUS	O.D.	OUTSIDE DIAMETER
CORR.	CORRIDOR	OPP.	OPPOSITE
CSK.	COUNTERSUNK		
C.T.	CERAMIC TILE	PL	PLATE
		PSF	POUNDS PER SQUARE FOOT
DET.	DETAIL	PSI	POUNDS PER SQUARE INCH
D.F.	DRINKING FOUNTAIN	PTD.	PAINTED
DIA.	DIAMETER		
DM.	DIMENSION	Q.T.	QUARRY TILE
DN.	DOWN	R./RAD.	RADIUS/RISER
DO	DITTO	RAIL.	RAILING
D.P.	DAMP PROOFING	R.D.	ROOF DRAIN
D.S.	DOWN SPOUT	REINFORCING BARS	REINFORCING BARS
D.T.	DRAIN TILE	REINFORCEMENT	REINFORCEMENT
DWG.	DRAWING	REINFORCING	AND/OR REINFORCING
		RAIN LEADER	RAIN LEADER
EA.	EACH	ROOM	ROOM
EL.	ELEVATION	REDUCING STRIP	REDUCING STRIP
EL.EV.	ELEVATOR	RIGHT OF WAY	RIGHT OF WAY
E.P.	ELECTRICAL PANEL		
EQ.	EQUAL	S.C.	SOLID CORE
EQUIPMT	EQUIPMENT	SEC.	SECRETARY
E.W.	EACH WAY	SHT.	SHEET
EXIST./EXS.	EXISTING	S.F.	SMOOTH FINISH
EXP. JT./E.J.	EXPANSION JOINT	S.F.	SPECIFICATIONS
EXT.	EXTERIOR	S.S.	STAINLESS STEEL
E.I.F.S.	EXTERIOR INSULATION & FINISH SYSTEM	S/S	SERVICE SINK
		STL.	STEEL
F.D.	FLOOR DRAIN	STOR.	STORAGE
F.X.C.	FIRE EXTING. CABINET	STRUCT.	STRUCTURE
F.X.H.C.	FIRE EXTINGUISHER & HOSE CABINET		
		T.B.	TOWEL BAR
F.X.V.C.	FIRE EXTINGUISHER & VALVE CABINET	TEL.	TELEPHONE
		TEMP.	TEMPERED
F.F.	FINISHED FLOOR	THK.	THICK
FLR./FL.	FLOOR	T.D.	PAPER TOWEL DISPENSER
F.R.	FIRE RATED	T.P.	TOILET PAPER HOLDER
		TYP.	TYPICAL
GA.	GAUGE		
G.B.	GRAB BARS (HANDICAPPED)	U.C.	UNDER CUT
G.C.	GENERAL CONTRACTOR		
GALV.	GALVANIZED	V.B.	VAPOR BARRIER
GRD.	GROUND	V.C.T.	VINYL COMPOSITION TILE
GRD. BD.	GYPSON BOARD	VERT.	VERTICAL
		V.P.	VISION PANEL
H.C.	HOLLOW CORE	V.I.F.	VERIFY IN FIELD
HDCP.	HANDICAPPED		
HGT./HT.	HEIGHT	W/	WITH
H.M.	HOLLOW METAL	WD.	WOOD
HORIZ.	HORIZONTAL	W.P.	WATERPROOFING
H.P. (HP)	HIGH POINT	W.W.F.	WELDED WIRE FABRIC
HR	HOUR		



1 SITE LOCATION SKETCH

SCALE: N.T.S.



MAIN BUILDING DATA:

CONSTRUCTION TYPE	TYPE VB SPRINKLERED, UNPROTECTED, NON COMBUSTIBLE FBC 2020 - BUILDING SEVENTH EDITION, FFPC 2020, SEVENTH EDITION		
ITEM	PERMITTED / PROPOSED	7TH EDITION OF THE FBC	7TH EDITION OF THE FFPC
OCCUPANCY	SELF-SERVICE STORAGE/ WAREHOUSE	SECTION 311.2	FFPC-101 SECTION 6.1.12.1
BUILDING HEIGHT	4 STORIES / 50'-0" MAX. 1 STORIES / 26'-8" PROPOSED	TABLE 504.3a & 504.4a,b	--N.A.--
SPRINKLER SYSTEM	SPRINKLED (S1)	--N.A.--	--N.A.--
BUILDING AREA	54,277 S.F. - PERMITTED	TABLE 506.2a,b	--N.A.--
BUILDING "A" AREA	21,113 S.F. - PROPOSED		
BUILDING "B" AREA	26,941 S.F. - PROPOSED		
BUILDING "C" AREA	19,798 S.F. - PROPOSED		

- * TENANT IMPROVEMENTS NOT PART OF THIS SCOPE OF WORK.
- * TENANT IMPROVEMENT TO BE SUBMITTED UNDER SEPARATED PERMIT.

SIGNAGE NOTE:

AS PER THE 6TH EDITION (2017) OF THE FLORIDA BUILDING CODE PROVIDED AN OCCUPANT LOAD SIGN WITH THE MAXIMUM NUMBER OF OCCUPANTS PERMITTED WITHIN ASSEMBLY & BUSINESS AREA. SIGNS ARE TO BE POSTED IN CONSPICUOUS PLACE, THE MAIN EXIT OR EXIT ACCESS DOORWAY FROM THE ROOM OR SPACE. POSTED SIGNS SHALL BE OF AN APPROVED LEGIBLE PERMANENT DESIGN AND SHALL BE MAINTAINED BY THE OWNER OR AUTHORIZED AGENT.

LEGAL DESCRIPTION

PARCEL CONTROL NUMBER:	70-43-44-05-25-003-0000
LEGAL DESCRIPTION:	874 SOUTH CONGRESS AVE, PALM SPRINGS, FLORIDA 33406 PARCEL "B", OF CIRCUS TRIX CPD, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 126, PAGE 189 (PUBLIC RECORDS OF PALM BEACH COUNTY, FL)
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NOTE

ALL SIGNAGE PROPOSED IN PROJECT TO BE UNDER SEPARATE PERMIT

KEY PLAN/ PARCELS

SCALE: N.T.S.

- * PARCELS TO BE UTILIZED IN ZONING CALCULATIONS: (B, C & D)
- * PARCEL (A), EXISTING TO REMAIN, NOT PART OF CALCULATIONS EXPECT FOR PARKING SPACES CALCULATIONS

3 RENDERING PROPOSAL

SCALE: N.T.S.



4 RENDERING PROPOSAL

SCALE: N.T.S.

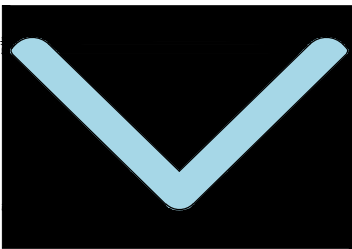


LANDSCAPE ARCHITECT:

KEN GARDNER
GARDNER + SEMLER LANDSCAPE ARCHITECTURE
T: 305.392.1016
E: KEN@ROSENBERGGARDNER.COM

M.E.P. ENGINEER:

HECTOR M. BLASCO
HMB ENGINEERING SERVICES
T: 786.586.6284
E: HBLASCO@COMCAST.NET

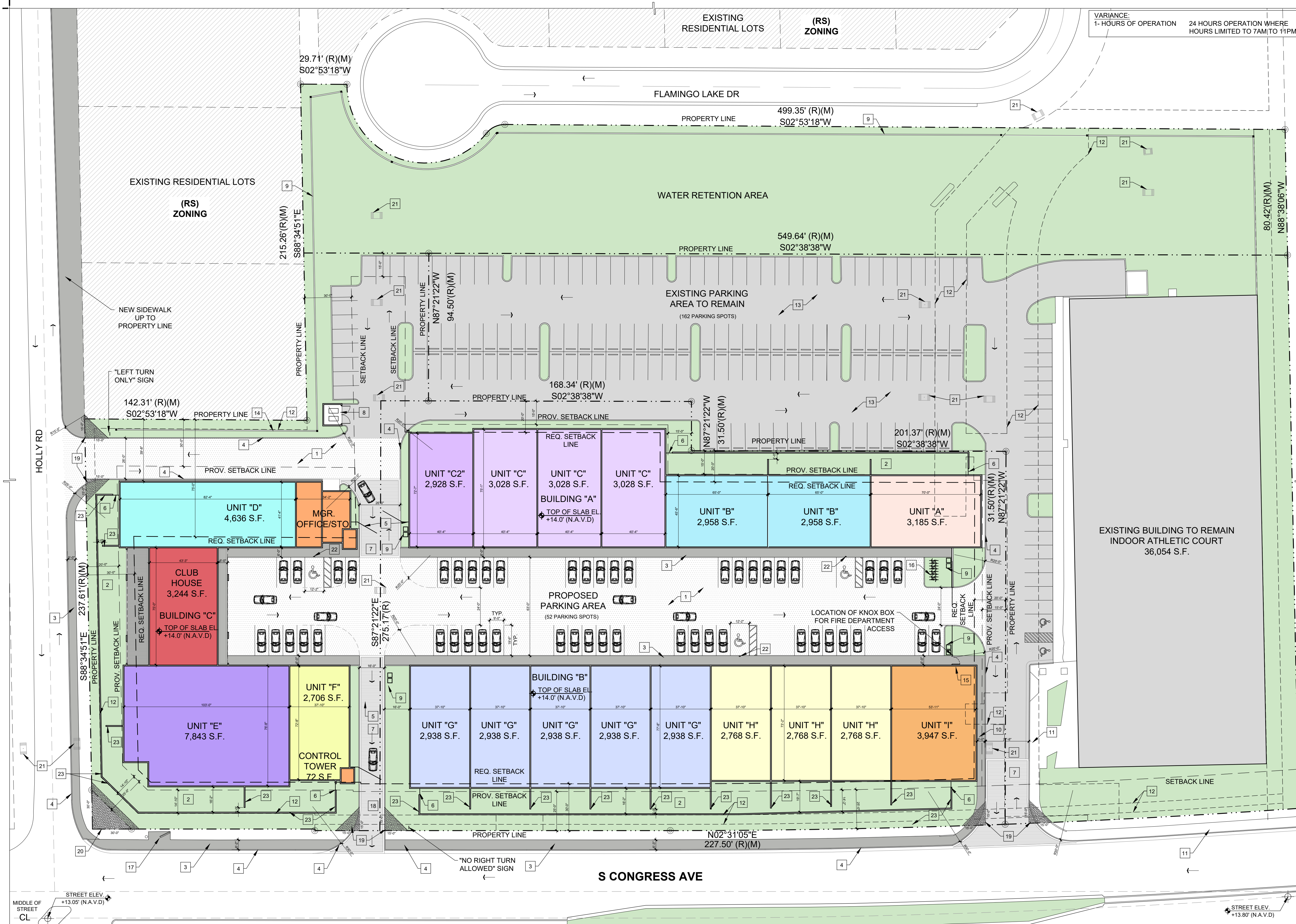


8103 N.W. 33RD STREET
DORAL, FL. 33122
O: 305.559.1496
AA26002069

ARCHITECTURAL GROUP

PERMIT SET: 02.17.23

JOB NO. 22-0030



1

PROPOSED SITE PLAN
SCALE: 1/32" = 1'-0"

NOTES:

- ALL MECHANICAL EQUIPMENT SHALL BE PLACED ON THE ROOF MORE THAN 10'-0" AWAY FROM ROOF EDGE AND TO BE SCREENED BY PARAPETS.
- PROJECT SHALL MEET THE REQUIREMENTS OF THE CITY'S FLOOD PLAIN MANAGEMENT ORDINANCE
- SITE SHALL MEET THE ARTS IN PUBLIC SPACES
LDC SEC. 75-100 THROUGH SEC. 75-115.
- ALL STREETS SHALL BE DESIGNATED AS PUBLICLY DEDICATED OR PRIVATELY DEDICATED AND MAINTAINED.
- PROPOSED C.M.U. PERIMETER FENCE TO BE 8'-0" FT HIGH AS PER: PALM SPRINGS, FL CODE OF ORDINANCES/ SEC. 34-883 (6)

ADJACENT ZONING AREAS:

- LI
- CG
- RS
- UC
- UI
- RM

- LIGHT INDUSTRIAL
- COMMERCIAL GENERAL
- SINGLE FAMILY
- URBAN CENTER
- URBAN INFILL
- RESIDENTIAL MULTIFAMILY

PROP. SITE PLAN KEY NOTES

1

PROVIDE ASPHALT PAVING. REFER TO CIVIL DRAWINGS.

2

LANDSCAPE AREA. REFER TO LANDSCAPE DRAWINGS.

3

CONC. SIDEWALK WITH BROOM FINISH

4

CONCRETE CURB. REFER TO CIVIL FOR CURB TYPE (TYP.)

5

ALUMINUM SWING GATES

6

4'-0" WIDE ALUMINUM SWING GATE W/ ALUMINUM FENCE

7

NEW STAMPED ASPHALT PATTERN

8

DUMPSTER

9

TRASH BINS

10

PEDESTRIAN ROUTE/ ACCESS TO THE SITE

11

EXISTING SIDEWALK TO REMAIN

12

EXISTING EASTMENTS LINE

13

EXISTING PARKING AREA & PAVEMENT TO REMAIN

14

EXISTING FENCE TO REMAIN

15

MAN-MADE SWING GATE FOR PEDESTRIAN ACCESS

16

NEW BIKE RACK. SEE SHEET A1.8 FOR SPECIF.

17

EXISTING BUS STOP

18

ONE WAY STREET/ SITE EXIT

19

15R VISIBILITY TRIANGLE

20

30R VISIBILITY TRIANGLE

21

EXISTING CATCH BASIN HOLES

22

HANDICAP PARKING SIGN. SEE SHEET A1.8 FOR DETAILS

23

8 FT HIGH CMU PERIMETER FENCE

SITE LEGEND

PROPERTY LINE

SETBACK LINE

UTILITY EASEMENTS LINE

EXISTING BUILDING (INDOOR ATHLETIC COURT)

EXISTING & PROPOSED LANDSCAPE AREAS

EXISTING RESIDENTIAL LOTS

DENOTES ASPHALT PAVEMENT

DENOTES STAMPED ASPHALT PATTERN

EXISTING STREET/ PAVEMENT & PARKING SPOTS TO REMAIN

PARKING CALCULATIONS AREAS:

EXISTING PARKING SPOTS: 162

PROPOSED PARKING SPOTS: 52

TOTAL PARKING SPOTS IN SITE: 214

BUILDING/ PARKING CALCULATIONS:

EXIST. INDOOR ATHLETIC COURT BUILDING (36,054 S.F.)
36,054 S.F. (1/ 1,800) = 21 PARKING SPOTS REQUIRED

PROPOSED UNITS/ STORAGE (74,336 S.F.)
74,336 S.F. (1/ 2,000) = 38 PARKING SPOTS REQUIRED

PROPOSED MRG. OFFICE/ STORAGE + TOWER CONTROL (1,355 S.F.)
1,355 S.F. (1/ 200) = 7 PARKING SPOTS REQUIRED

PROPOSED CLUB HOUSE/ 1ST FLOOR - ASSEMBLY (3,244 S.F.)
3,244 S.F. (1/ 200) = 17 PARKING SPOTS REQUIRED

PROPOSED CLUB HOUSE/ 2ND FLOOR - STORAGE (1,839 S.F.)
1,839 S.F. (1/ 2,000) = 1 PARKING SPOT REQUIRED

TOTAL PARKING SPOTS REQUIRED (OUT OF 214): 84

PARKING SPOTS LEFT: 130

WAIVERS & VARIANCES

WAIVERS:

1- S. CONGRESS AVE. 25 FT WHERE 30 FT REQUIRED

2- HOLLY ROAD 20 FT WHERE 30 FT REQUIRED

3- INTERIOR (NE-RESIDENTIAL LOTS) 39.8 FT WHERE 75 FT REQUIRED

4- SPECIAL EVENTS AUTHORIZATION OF UP TO 12 PER YEAR WHERE 4 PERMITTED

5- REDUCTION IN LANDSCAPE BUFFER 10 FT WHERE 15 FEET REQUIRED

6- REQUEST TO OVERLAP ENTIRETY OF UTILITY EASEMENT

FLOOD LEGEND

FLOOD ZONE: X

ADDRESS: 874 SOUTH CONGRESS AVE, FL. 33406

PLAT BOOK: 126 PAGE: 189

OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

BENCHMARK REFERENCES:

PALM BEACH COUNTY

BM NAME: S-141

BM ELEVATION (NAVD 1988): 11.675FT

BM NAME: S-19

BM ELEVATION (NAVD 1988): 13.897FT

BASE FLOOD ELEVATION:

FIRM PANEL NUMBER:

THE ATTACHED CERTIFIED SURVEY PREPARED BY:

JORGE L. CABRERA 6487

SURVEYOR'S NAME FLORIDA REGISTRATION NO.

ADJACENT GRADE ELEVATION:

ALL ELECTRICAL, MECHANICAL, AND PLUMBING WILL BE PLACED AT OR ABOVE THE BASE FLOOD ELEVATION (B.F.E.)

ALL AREAS BELOW B.F.E. SHALL PROVIDE WITH A MINIMUM OF TWO (2) OPENINGS HAVING A TOTAL NET AREA OR LESS THAN ONE SQUARE INCH OF OPENING FOR EVERY SQUARE FOOT OF ENCLOSED AREA SUBJECT TO FLOODING. THE BOTTOM OF THE OPENING WILL BE NO HIGHER THAN ONE (1) FOOT ABOVE GRADE AND LOCATED ON DIFFERENT SIDES OF THE ENCLOSED AREA. OPENINGS WILL BE EQUIPPED WITH SCREENS OR LOUVERS. FLOOD RESISTANT MATERIALS WILL BE USED BELOW B.F.E.

ALTERNATIVELY A CERTIFICATION BY: P.E. ON THE PLAN NOTES INDICATING THAT THE DESIGN WILL ALLOW FOR THE AUTOMETIC EQUALIZATION OF HYDROSTATIC FLOOD FORCES ON EXTERIOR WALLS.

THE SITE WILL BE GRADE IN A MANNER TO PREVENT THE FLOODING AT ADJACENT PROPERTIES. WHERE NECESSARY INTERCEPTOR SWELLS WILL BE CONSTRUCTED ON-SITE WITH NO ENCRoACHMENT OVER ADJACENT PROPERTIES.

GREEN / OPEN SPACE:

OPEN SPACE REQUIREMENTS:

TOTAL S.F. OF LOT (PARCELS B,C & D): 210,744 S.F.

MINIMUM:

10% LOT AREA MIN. (PARCELS B, C & D)

MIN. REQUIRED (10% OF 210,744 S.F.) =

21,074 S.F.

TOTAL OPEN SPACE PROVIDED:

80,948 (38.4%)

ZONING INFORMATION:

ZONING:

SITE AREA (PARCELS B,C & D):

MIN. REQUIRED ACREAGE:

PROVIDED ACREAGE (PARCELS B,C & D):

MIN. LOT WIDTH:

PROVIDED LOT WIDTH:

MIN. LOT FRONTAGE:

PROVIDED LOT FRONTAGE:

MIN. LOT DEPTH:

PROVIDED LOT DEPTH:

MAX. BUILDING HEIGHT:

PROVIDED BUILDING HEIGHT:

MIN. BUILDING SOFT:

LI - LIGHT INDUSTRIAL

210,744 S.F.

1 ACRE

4.84 ACRES

100'-0"

SEE PLAN FOR DIM.

100'-0"

584'-8"

200'-0"

274'-10"

50'-0"

37'-8" BUILDING

3000 FT/ ACRE

MIN. REQUIRED SETBACK:

FRONT:

REAR:

SIDE INTERIOR:

SIDE CORNER:

30'-0"

20'-0"

20'-0"

30'-0"

PROPOSED SETBACK:

FRONT:

REAR:

SIDE CORNER:

INTERIOR SIDE (NORTH):

INTERIOR SIDE (SOUTH):

25'-0"

30'-0"

20'-0"

15'-0"

15'-0"

MAX. GROSS FLOOR AREA

ALLOWED:

MAX ALLOWED 85% OF 210,744 S.F. =

85% MAX

179,132 S.F.

MEZZANINE AREA:

UNITS: A, B,C,CZ, F, G, H & I (+ 500 S.F./ UNIT)

2ND FLOOR:

UNIT: D (+ 1,242 S.F./ UNIT)

UNIT: E (+ 1,355 S.F./ UNIT)

UNIT (S.F. AREA/ UNIT)

CATEGORY (WAREHOUSE/ STORAGE)

UNIT A 3,185 S.F.

UNIT B (2) 2,958 S.F.

UNIT C (3) 3,028 S.F.

UNIT C2 2,928 S.F.

UNIT D 4,636 S.F.

UNIT E 7,843 S.F.

UNIT F 2,706 S.F.

UNIT G (5) 2,938 S.F.

UNIT H (3) 2,768 S.F.

UNIT I 3,947 S.F.

3,685 S.F.

3,458 S.F.

3,528 S.F.

3,428 S.F.

5,878 S.F.

9,198 S.F.

3,206 S.F.

3,438 S.F.

3,268 S.F.

4,447 S.F.

TOTAL NUMBER OF UNITS (19):

1- UNIT A

2- UNIT B

3- UNIT B

4- UNIT C

5- UNIT C

6- UNIT C

7- UNIT C2

8- UNIT D

9- UNIT E

10- UNIT F

11- UNIT G

12 UNIT G

13- UNIT G

14- UNIT G

15- UNIT G

16- UNIT H

17- UNIT H

18- UNIT H

19- UNIT I

20- MGR. OFFICE

21- CLUB HOUSE

OTHER SPACES/ AREAS (S.F./ SPACE)

CATEGORY (BUSINESS/ ASSEMBLY)

MGR. OFFICE/ STORAGE 1,283 S.F.

CONTROL TOWER 72 S.F.

CLUB HOUSE 3,244 S.F.

1,839 S.F.

BUSINESS

BUSINESS

1ST FLOOR (ASSEMBLY)

2ND FLOOR (WAREHOUSE/ STORAGE)

TOTAL S.F.

6,438 S.F.

TOTAL S.F. (GROSS FLOOR AREA)

80,774 S.F. = 38.3% OF LOT (PARCELS B,C & D)

COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE

WEST PALM BEACH, FLORIDA, 33445

DATE: 02.17.23

DESIGNED BY: JAV

DRAWN BY: RP

REVIEWED BY: MDF

PROJECT NO. 22-0030

REVISIONS

JOSE A. VIDAL ARB453E

MARQUEL D. FERNANDEZ

ARB95601

SEAL

PROPOSED SITE PLAN

A1.0

SITE PLAN SUBMITTAL

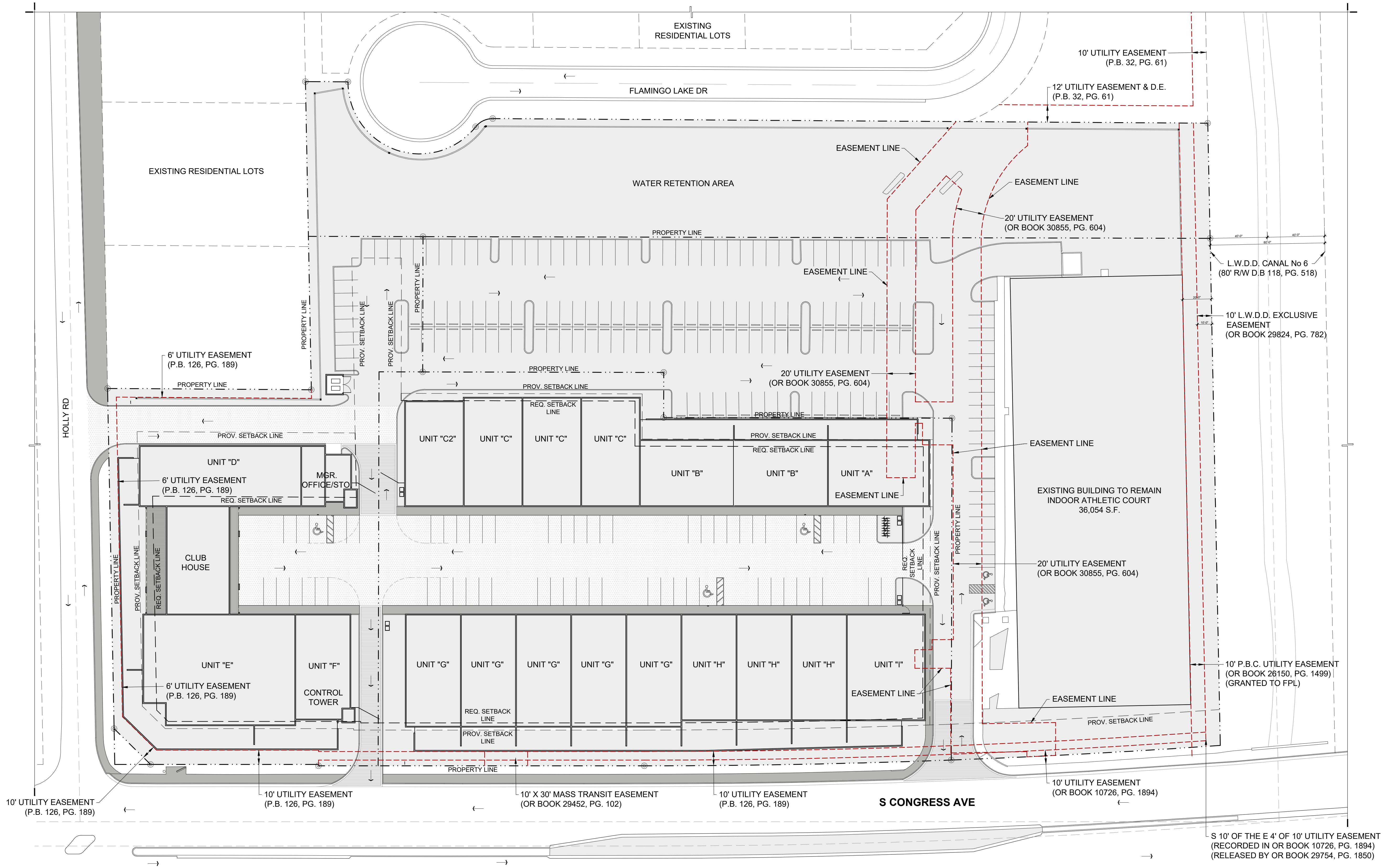
3

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1 EASEMENT PLAN
SCALE: 1/32" = 1'-0"

EASEMENT PLAN LEGEND

- PROPERTY LINE
- SETBACK LINE
- REQUIRED SETBACK LINE
- EXISTING UTILITY EASEMENT LINES

DATE:	02.17.23
DESIGNED BY:	JAV
DRAWN BY:	RP
REVIEWED BY:	MDF
PROJECT NO.	22-0030
REVISIONS	

JOSE A. VIDAL AR9455
NANUEL D. FERNANDEZ
AR95601

SEAL

**EASEMENT
PLAN**

A1.01

SITE PLAN SUBMITTAL

COLLECTION SUITES PALM SPRINGS
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WEST PALM BEACH, FLORIDA, 33445

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1 PROPOSED SITE PLAN/ ZONING
SCALE: 1/32" = 1'-0"

PARCELS	ZONING	LAND USE
01	(RM) RESIDENTIAL MULTIFAMILY	0100 - SINGLE FAMILY
02	(CG) COMMERCIAL GENERAL	1100 - STORIES
03	(CG) COMMERCIAL GENERAL	1100 - STORIES
04	(UI) URBAN CENTER	1700 - OFFICE BUILDING (NON-MEDICAL)1-3 STORIES
05	(RM) RESIDENTIAL MULTIFAMILY	0100 - SINGLE FAMILY
06	(UC) URBAN CENTER	4800 - WAREHV DIST. TERM
07	(CG) COMMERCIAL GENERAL	1600 - SHOPPING CENTER COMMUNITY
08	(CG) COMMERCIAL GENERAL	2200 - RESTAURANT, DRIVE IN
09	(CG) COMMERCIAL GENERAL	1100 - STORIES
10	(CG) COMMERCIAL GENERAL	1000 - VACANT
11	(RS) SINGLE FAMILY	0100 - SINGLE FAMILY
12	(RS) SINGLE FAMILY	0800 - MULTIFAMILY < 5 UNITS
13	(RS) SINGLE FAMILY	0800 - MULTIFAMILY < 5 UNITS
14	(RS) SINGLE FAMILY	0100 - SINGLE FAMILY
15	(RS) SINGLE FAMILY	8600 - CITY INC NON-MUNI

DATE:	02.17.23
DESIGNED BY:	JAV
DRAWN BY:	RP
REVIEWED BY:	MDF
PROJECT NO.	22-0030
REVISIONS	

JOSE A. VIDAL AR9455
MANUEL D. FERNANDEZ
AR95601

SEAL

SITE PLAN
ZONING

A1.1
SITE PLAN SUBMITTAL

COLLECTION SUITES PALM SPRINGS
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WEST PALM BEACH, FLORIDA, 33445

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884 & 874 SOUTH CONGRESS AVE
WEST PALM BEACH, FLORIDA, 33445

DATE:	02.17.23
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REVIEWED BY:	MDF
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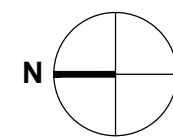
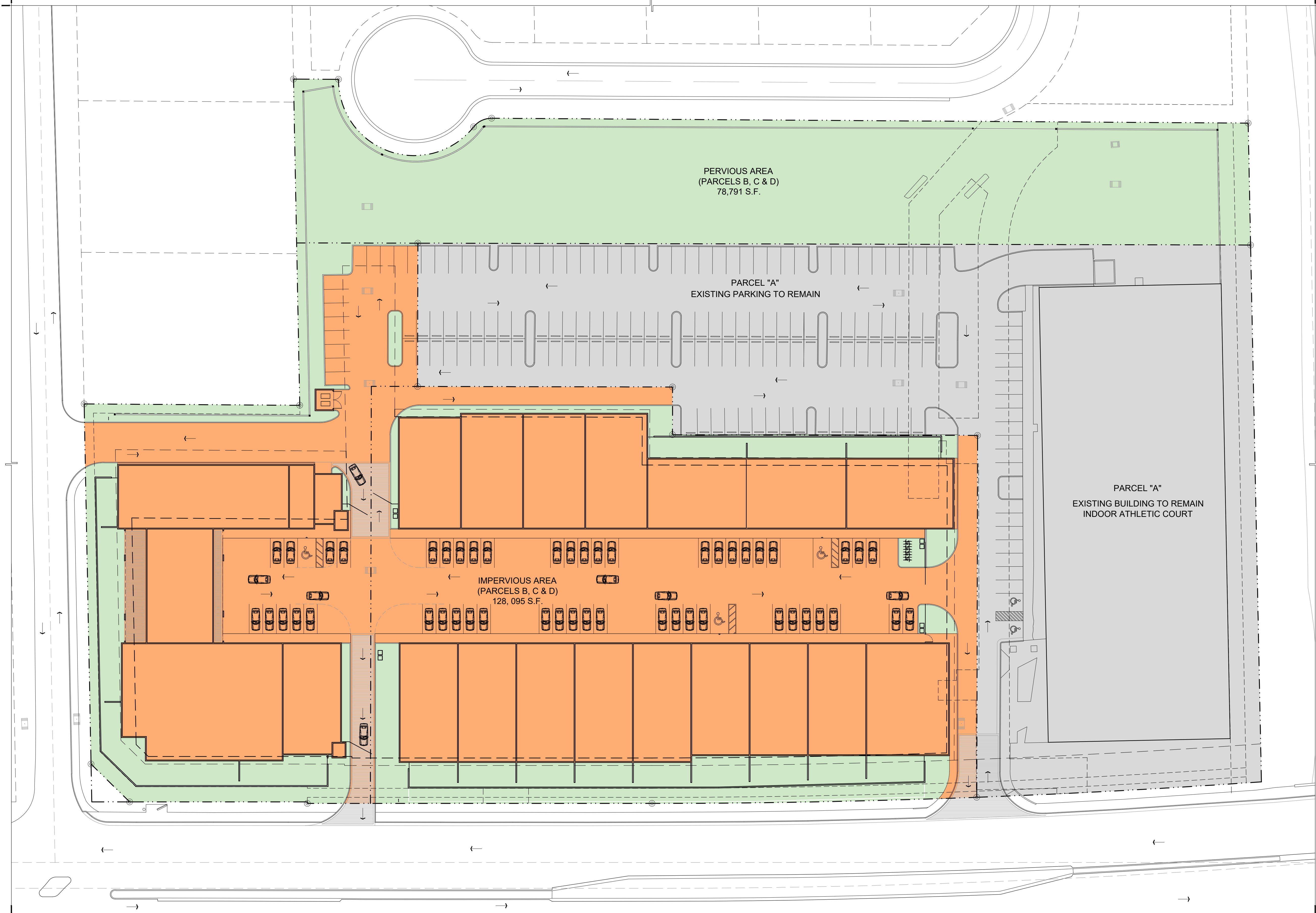
JOSE A. VIDAL AR94555	
MARQUEL D. FERNANDEZ AR95601	

SEAL

IMPERV. &
PERV. AREAS

A1.6

SITE PLAN SUBMITTAL



1 PROPOSED SITE PLAN
PERVIOUS & IMPERVIOUS AREAS
SCALE: 1/32" = 1'-0"

IMPERVIOUS AREAS:

GROSS FLOOR AREA REQUIREMENTS:
TOTAL S.F. OF LOT (PARCELS B,C & D): 210,744 S.F.

- MAX. ALLOWED GROSS FLOOR AREA: 85%
85% OF 210,744 S.F. = 179,132 S.F.
- IMPERVIOUS AREA S.F. = 128,095 S.F. (60.7%)

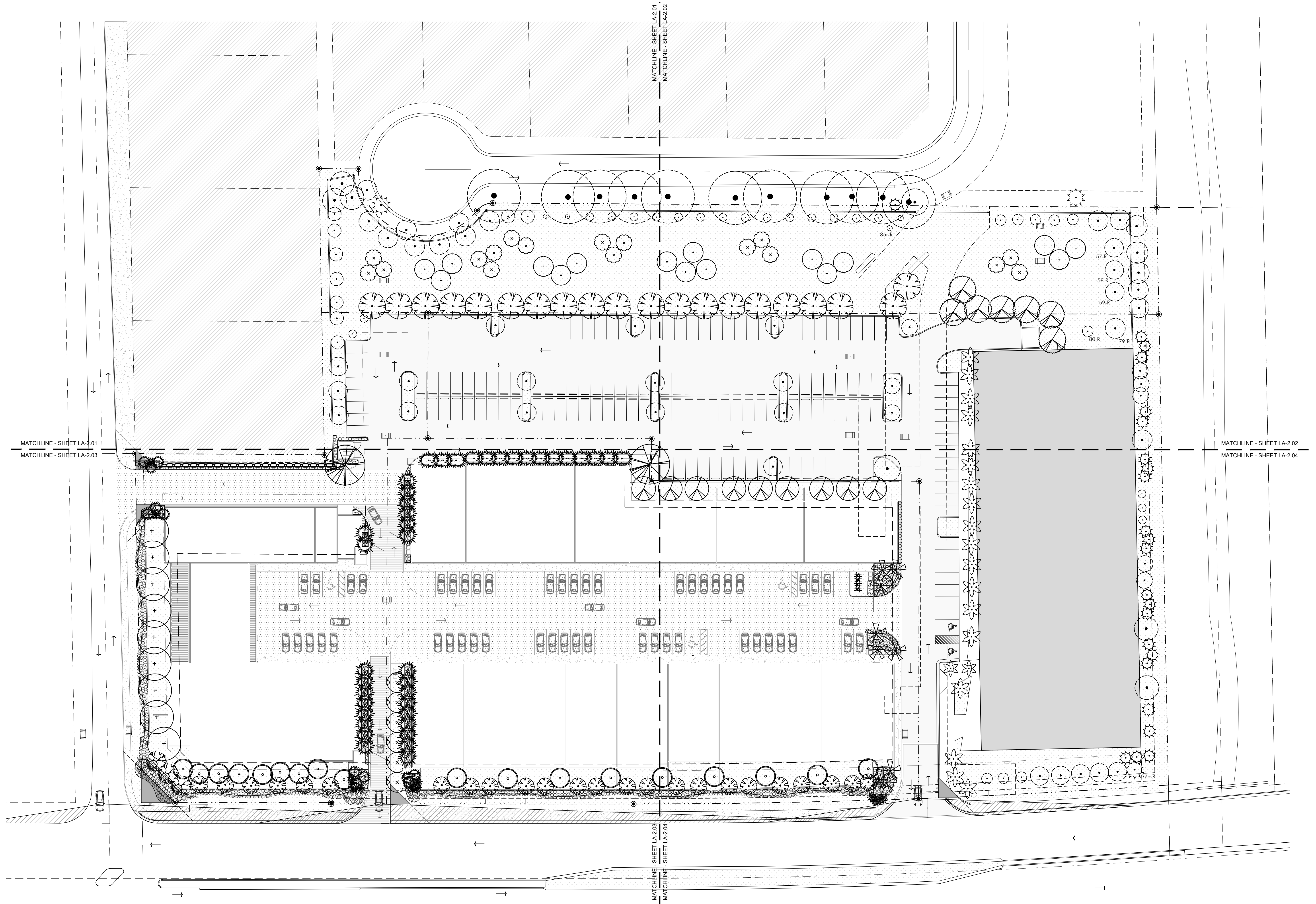
PERVIOUS AREAS:

OPEN SPACE REQUIREMENTS:
TOTAL S.F. OF LOT (PARCELS B,C & D): 210,744 S.F.

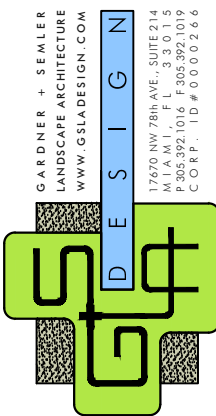
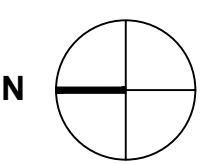
- MINIMUM:
10% LOT AREA MIN.
(PARCELS B, C & D)
21,074 S.F.
- TOTAL OPEN SPACE PROVIDED (PERVIOUS AREA):
80,937 S.F. (38.4%)

SITE LEGEND

- PERVIOUS AREA OF PROJECT (PARCELS B, C & D)
- IMPERVIOUS AREA OF PROJECT (PARCELS B, C & D)
- PARCEL "A" - NOT INCLUDE IN OPEN AREA CALCULATIONS



OVERALL PLANTING SITE PLAN
SCALE: 1/32" = 1'-0"



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COLLECTION SUITES PALM SPRINGS
884 & 874 SOUTH CONGRESS AVE
WEST PALM BEACH, FLORIDA, 33445

DATE:	02.17.23
DESIGNED BY:	KG
DRAWN BY:	GSLA
REVIEWED BY:	KG
PROJECT NO.	22-0030

REVISIONS

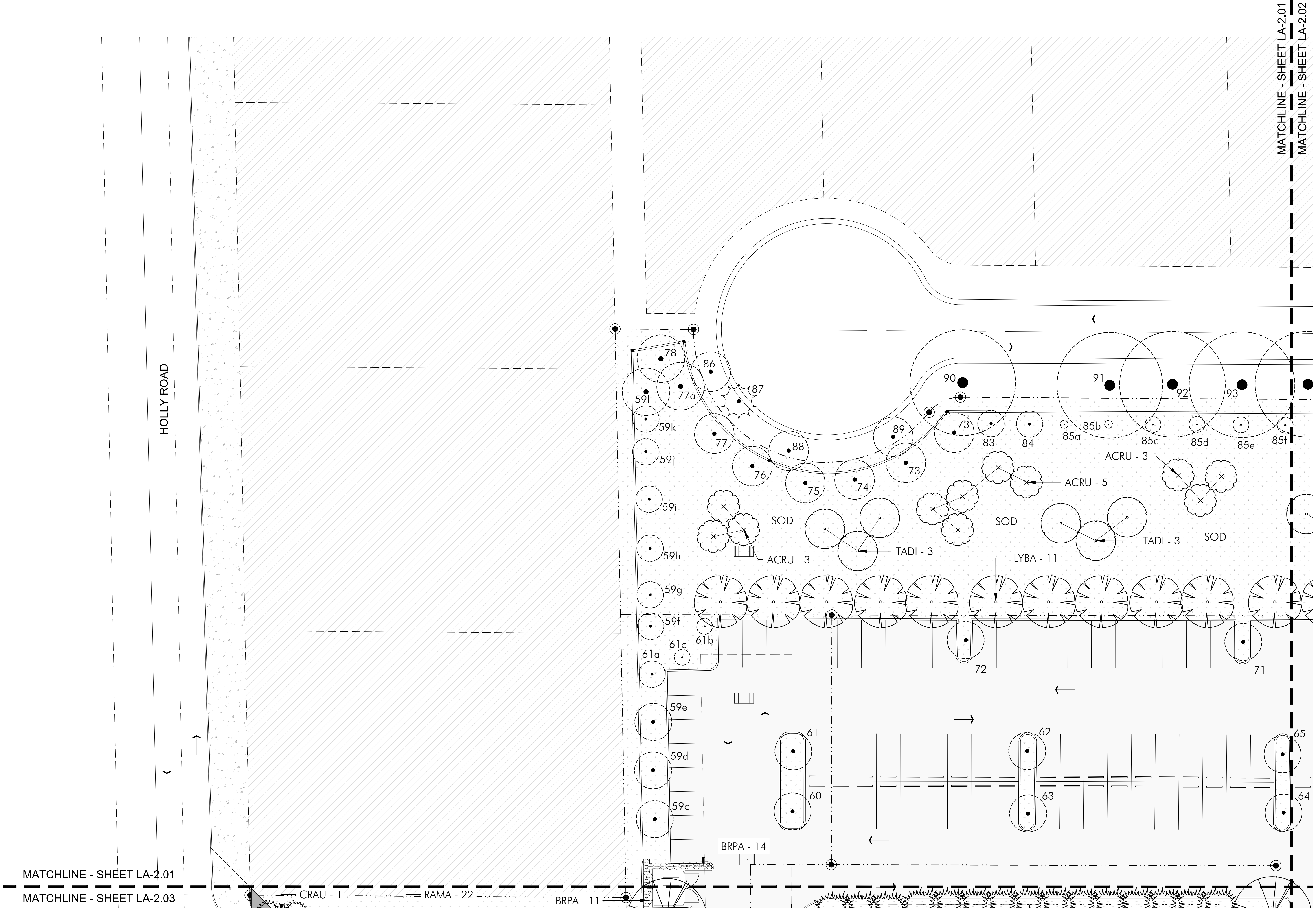
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SEAL

OVERALL PLANTING
SITE PLAN

LA2.00

SITE PLAN SUBMITTAL



MATCHLINE - SHEET LA-2.01
MATCHLINE - SHEET LA-2.02

MATCHLINE - SHEET LA-2.01
MATCHLINE - SHEET LA-2.03

PLANTING PLAN
SCALE: 1/16" = 1'-0"

COLLECTION SUITES PALM SPRINGS
884 & 874 SOUTH CONGRESS AVE
WEST PALM BEACH, FLORIDA, 33445

DATE:	02.17.23
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DRAWN BY:	GSLA
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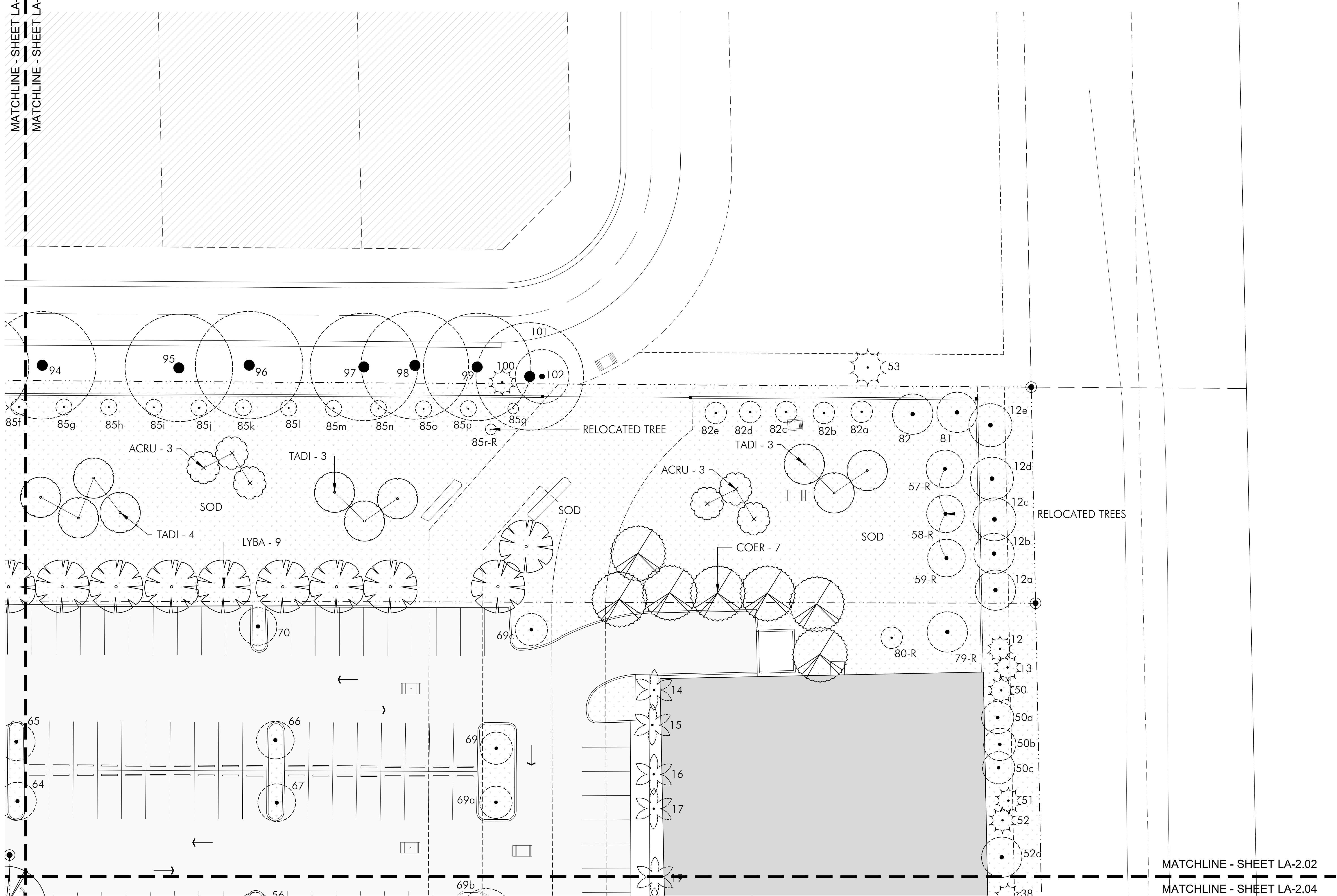
SEAL

PLANTING PLAN

LA2.01

SITE PLAN SUBMITTAL

MATCHLINE - SHEET LA-2.01
MATCHLINE - SHEET LA-2.02



MATCHLINE - SHEET LA-2.02

MATCHLINE - SHEET LA-2.04

PLANTING PLAN
SCALE: 1/16" = 1'-0"



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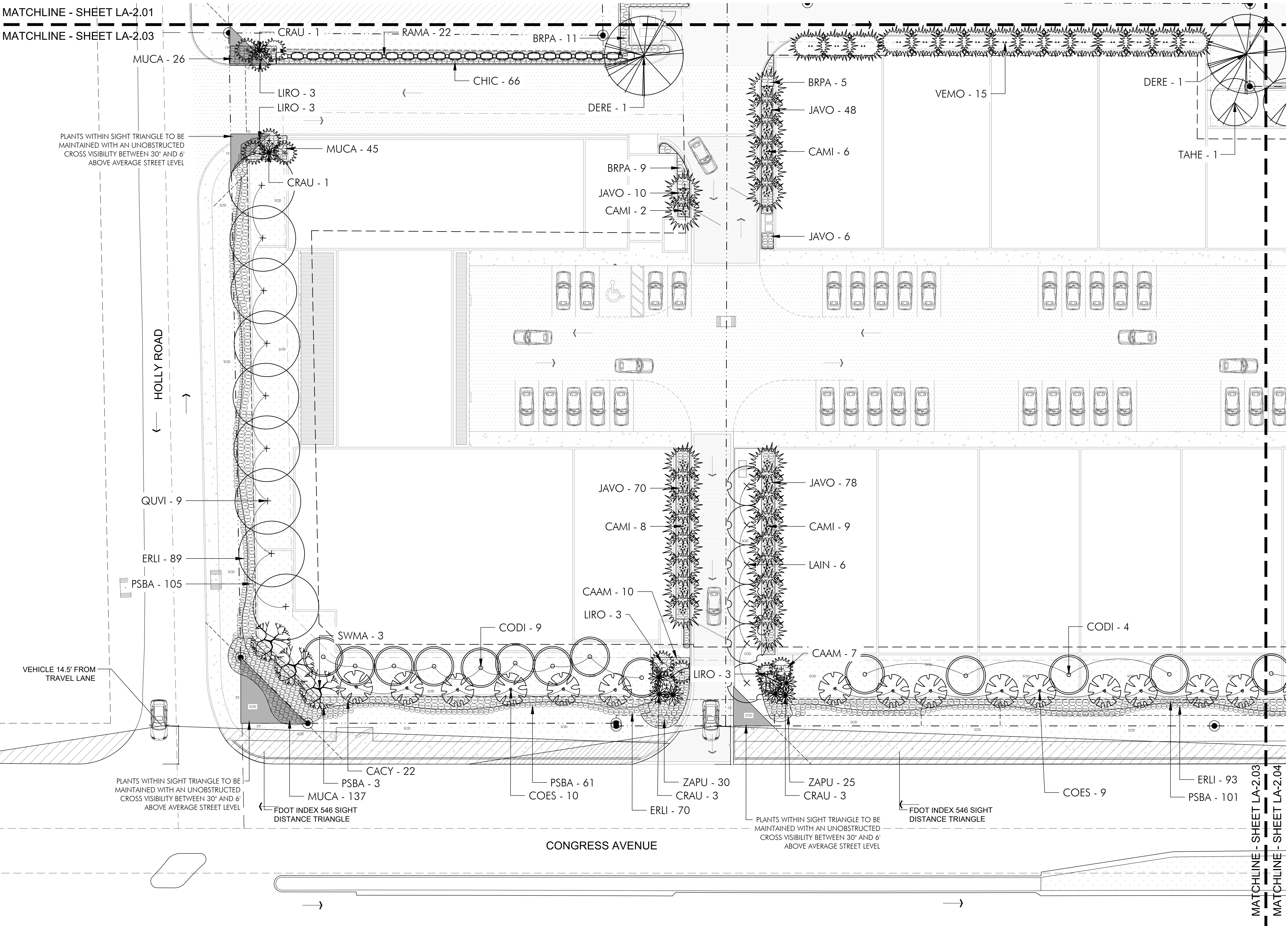
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DRAWN BY:	GSLA
REVIEWED BY:	KG
PROJECT NO.	22-0030

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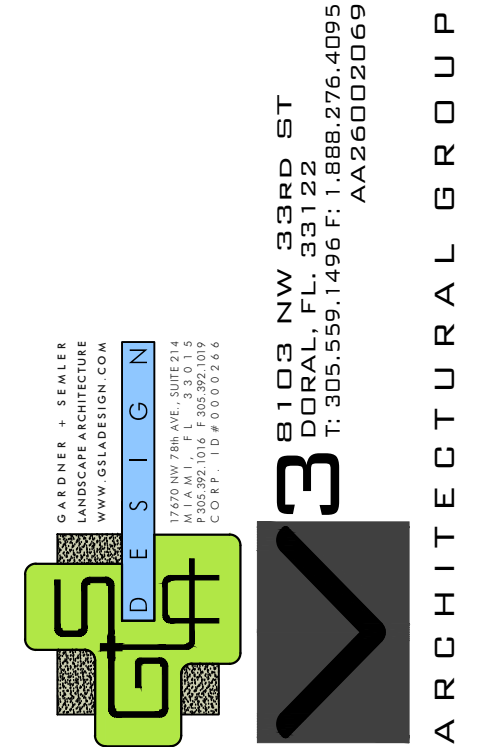
KEN GARDNER FL LA#1569	SEAL
PLANTING PLAN	
LA2.02	
SITE PLAN SUBMITTAL	

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www.kengardner.com
KEN GARDNER & ASSOCIATES, INC.
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MATCHLINE - SHEET LA-2.01
MATCHLINE - SHEET LA-2.03



PLANTING PLAN
SCALE: 1/16" = 1'-0"



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DRAWN BY:	GSLA
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PROJECT NO.	22-0030

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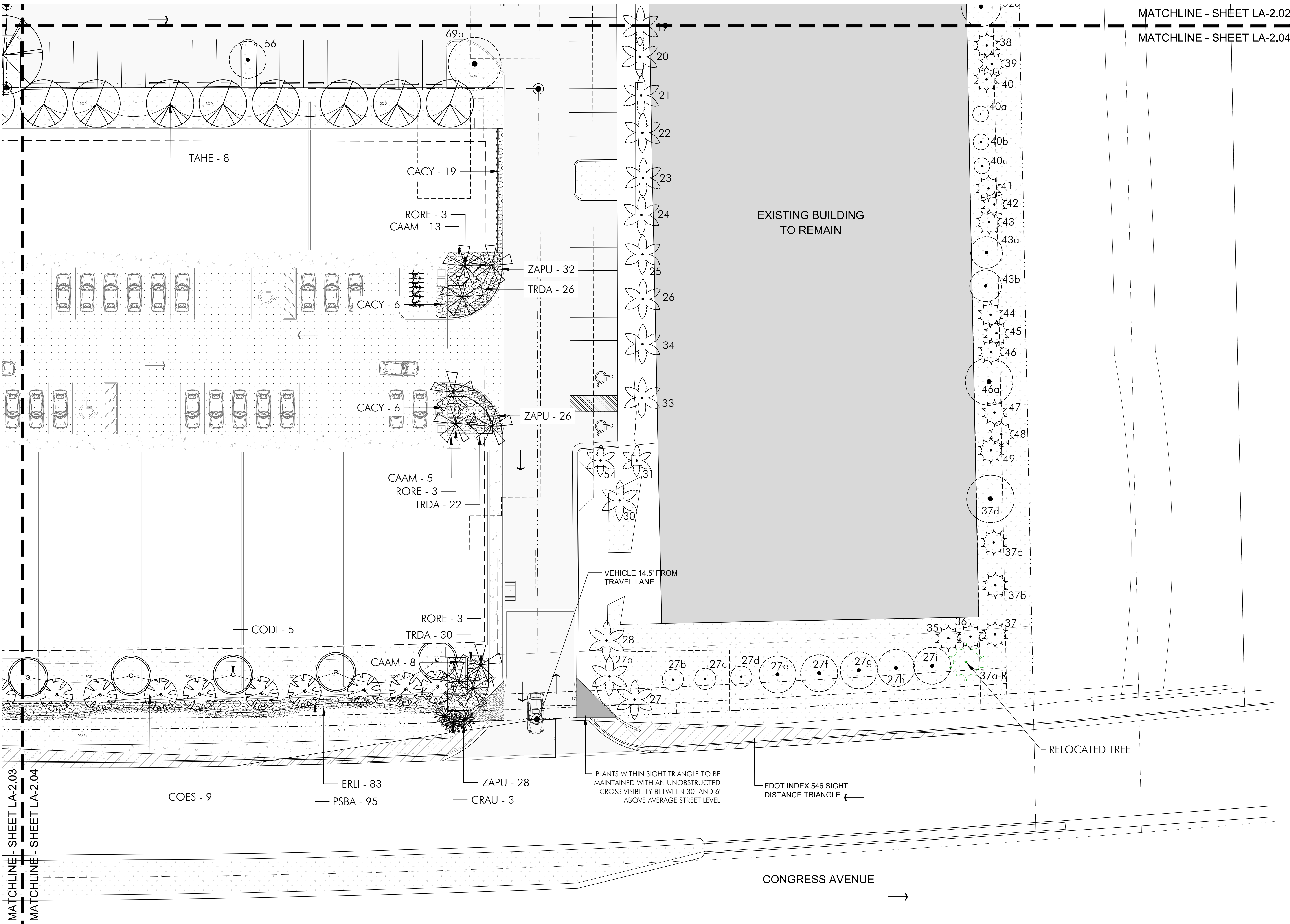
KEN GARDNER | FL LA#1569

SEAL

PLANTING PLAN

LA2.03

SITE PLAN SUBMITTAL



MATCHLINE - SHEET LA-2.02
MATCHLINE - SHEET LA-2.04

EXISTING BUILDING
TO REMAIN

VEHICLE 14.5' FROM
TRAVEL LANE

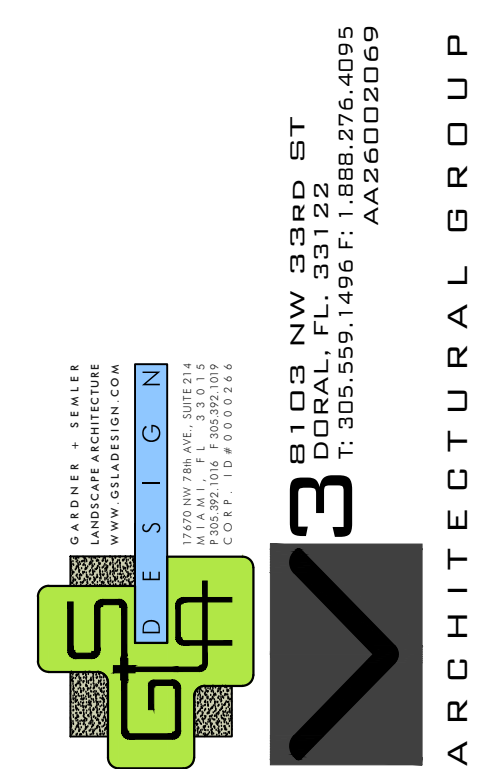
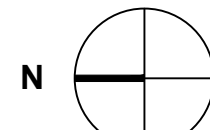
PLANTS WITHIN SIGHT TRIANGLE TO BE
MAINTAINED WITH AN UNOBSTRUCTED
CROSS VISIBILITY BETWEEN 30' AND 6'
ABOVE AVERAGE STREET LEVEL

FDOT INDEX 546 SIGHT
DISTANCE TRIANGLE

RELOCATED TREE

CONGRESS AVENUE

PLANTING PLAN
SCALE: 1/16" = 1'-0"



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COLLECTION SUITES PALM SPRINGS
884 & 874 SOUTH CONGRESS AVE
WEST PALM BEACH, FLORIDA, 33445

DATE:	02.17.23
DESIGNED BY:	KG
DRAWN BY:	GS/LA
REVIEWED BY:	KG
PROJECT NO.	22-0030

REVISIONS

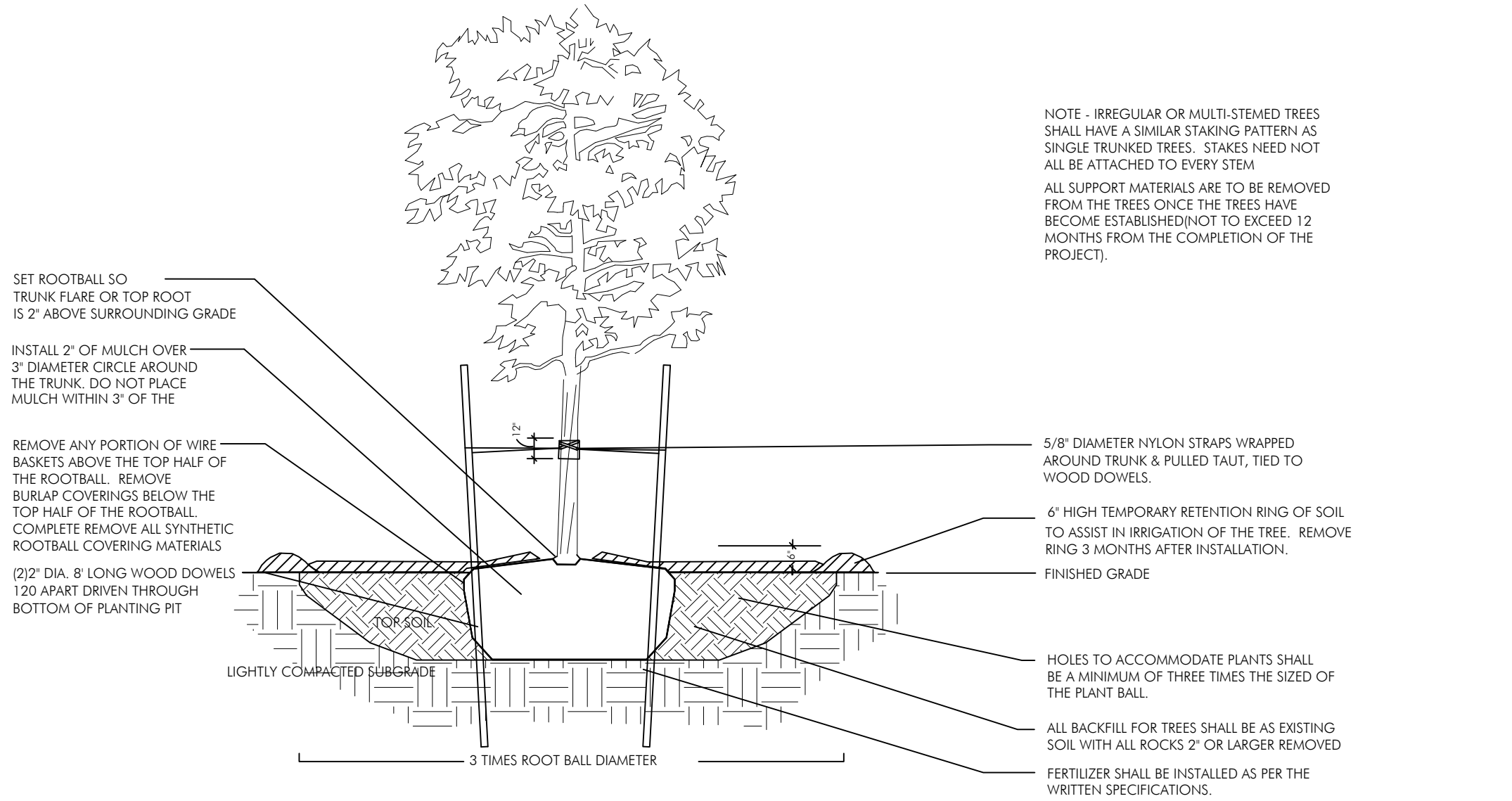
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SEAL

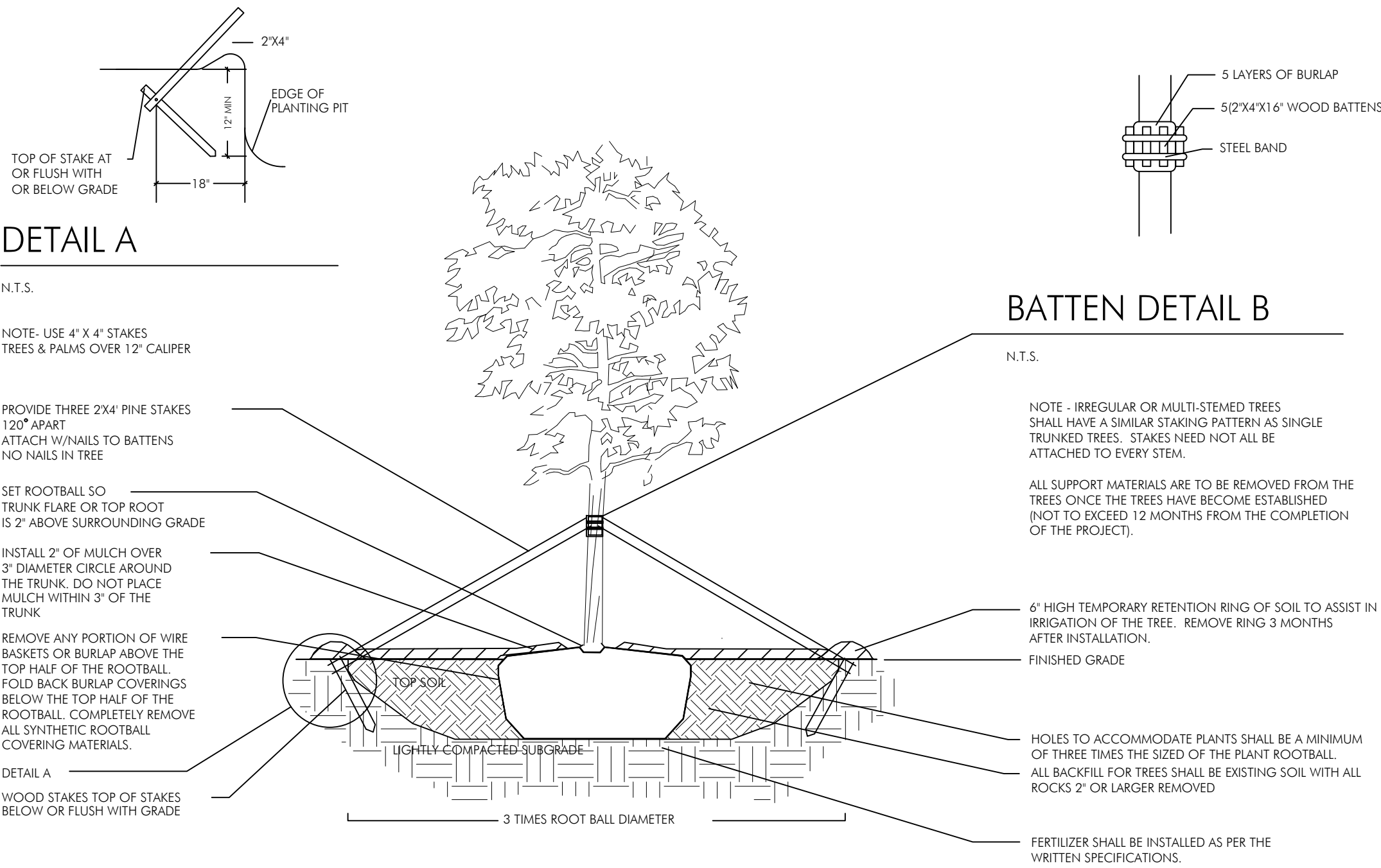
PLANTING PLAN

LA2.04

SITE PLAN SUBMITTAL



PLANTING & BRACING DETAIL UNDER 3 1/2" CALIPER



PLANTING & BRACING DETAIL OVER 3 1/2" CALIPER



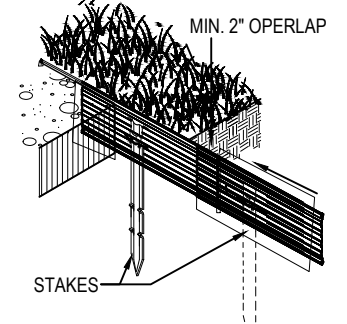
WORLD'S BEST LANDSCAPE EDGING

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TOLL FREE: 1-800-356-9660
PHONE: (616) 399-9600
FAX: (616) 399-9770
www.permaloc.com

SELECT DESIRED SIZE:
1/8" X 4" (3.2 MM X 102 MM), 0.050" (1.27 MM) THICK
WITH 0.2" (5.1 MM) EXPOSED TOP LIP

SELECT DESIRED FINISH:
MF - MILL FINISH-NATURAL ALUMINUM
BL - BLACK DURAFLEX-MEETS AAMA 2603
GR - GREEN DURAFLEX-MEETS AAMA 2603
BR - BRONZE DURAFLEX-MEETS AAMA 2603

NOTES:
1. INSTALL PER MANUFACTURER'S "INSTALLATION GUIDELINES".
2. 8'-0" (2.44 M) SECTIONS TO INCLUDE (5) 1/2" (305 MM) ALUMINUM STAKES.
3. 16'-0" (4.88 M) SECTIONS TO INCLUDE (5) 1/2" (305 MM) ALUMINUM STAKES.
4. CORNERS - CUT BASE OF EDGING UP HALF WAY AND FORM A CONTINUOUS CORNER.
5. PERMALOC PROSLIDE IS MANUFACTURED BY PERMALOC CORPORATION.
6. DO NOT SCALE DRAWING.
7. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
8. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
9. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADDetails.com/info AND ENTER REFERENCE NUMBER 006-041.



MIN. 2" OVERLAP

STAKES

ISOMETRIC VIEW

PERMALOC PROSLIDE LT ALUMINUM EDGING

TOP OF EDGING TO BE MAXIMUM OF 1/2" (12.7 MM) ABOVE SURFACE MATERIAL.

BED MEDIA OR AGGREGATE

COMPACT GRADES ADJACENT TO EDGING TO AVOID SETTLING

1/2" (305 MM) ALUMINUM STAKES TO LOCK INTO PERFORMED LOOPS ON THE EDGING

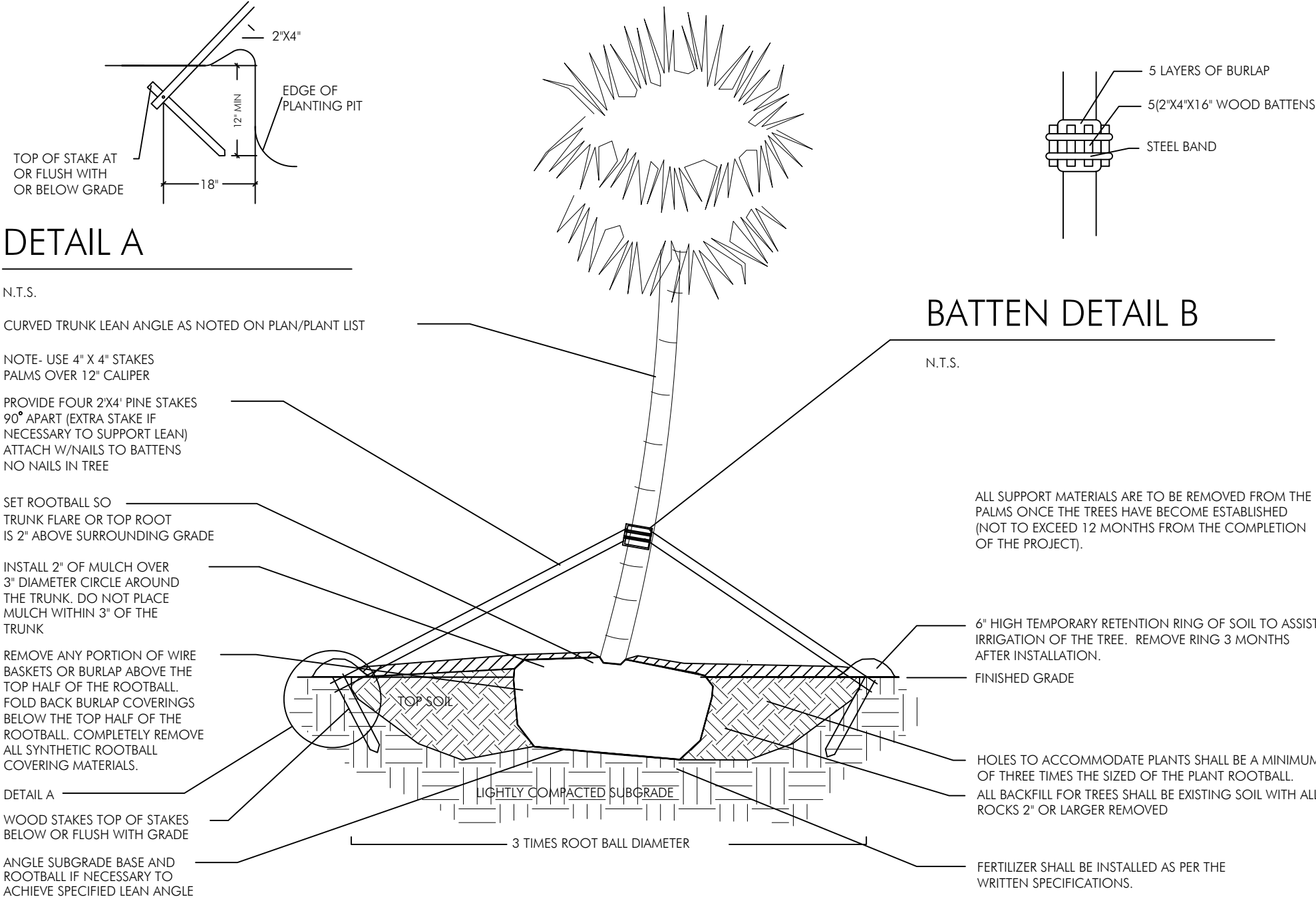
SIDE VIEW

006-041

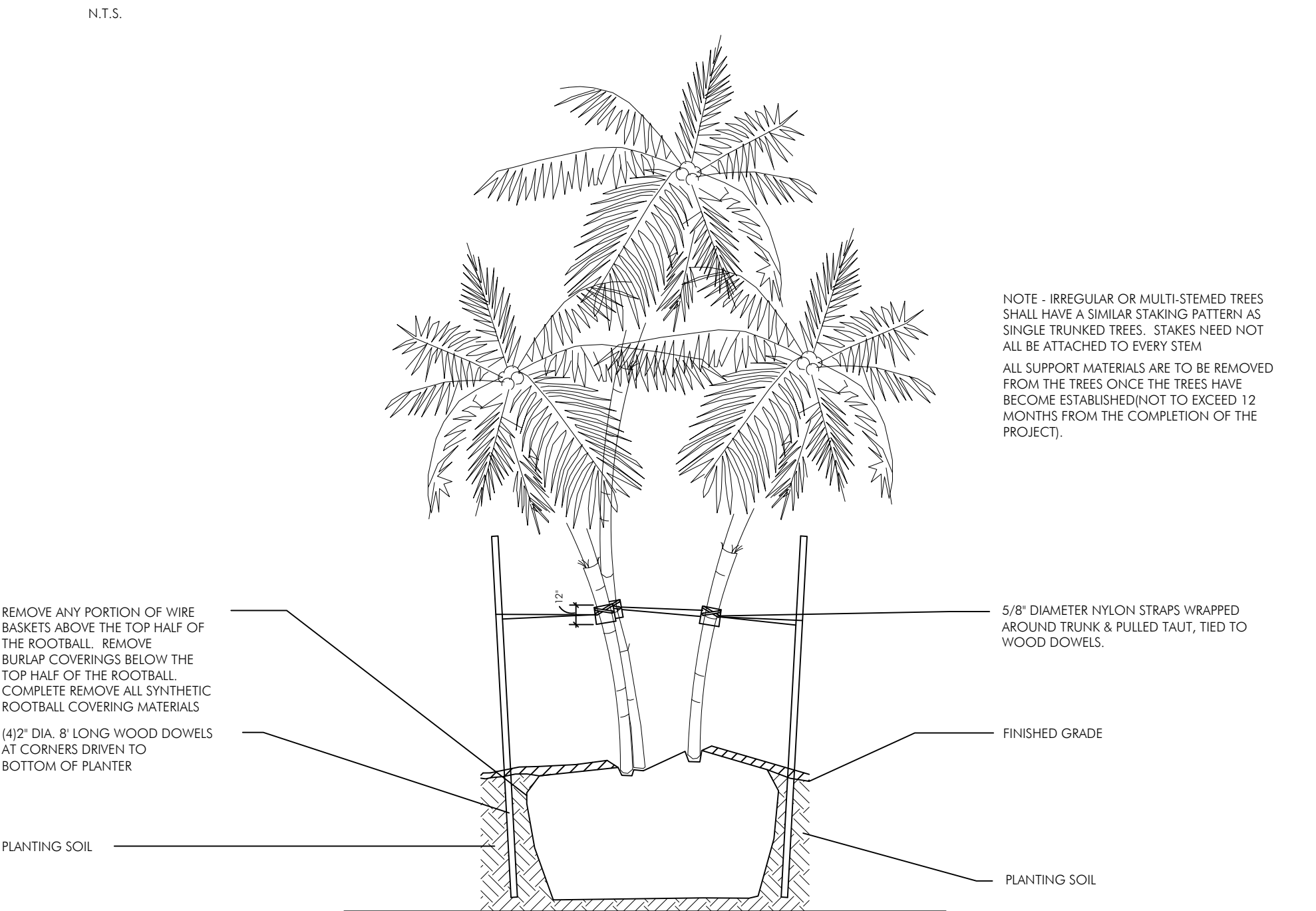
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REVISION DATE 11/25/2014

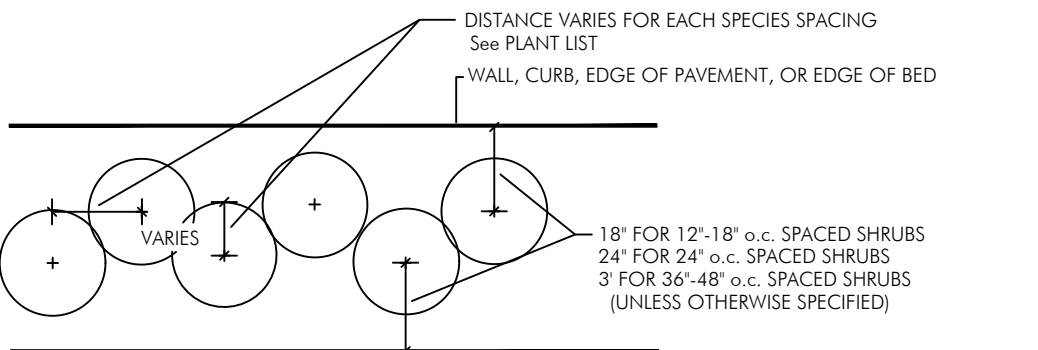
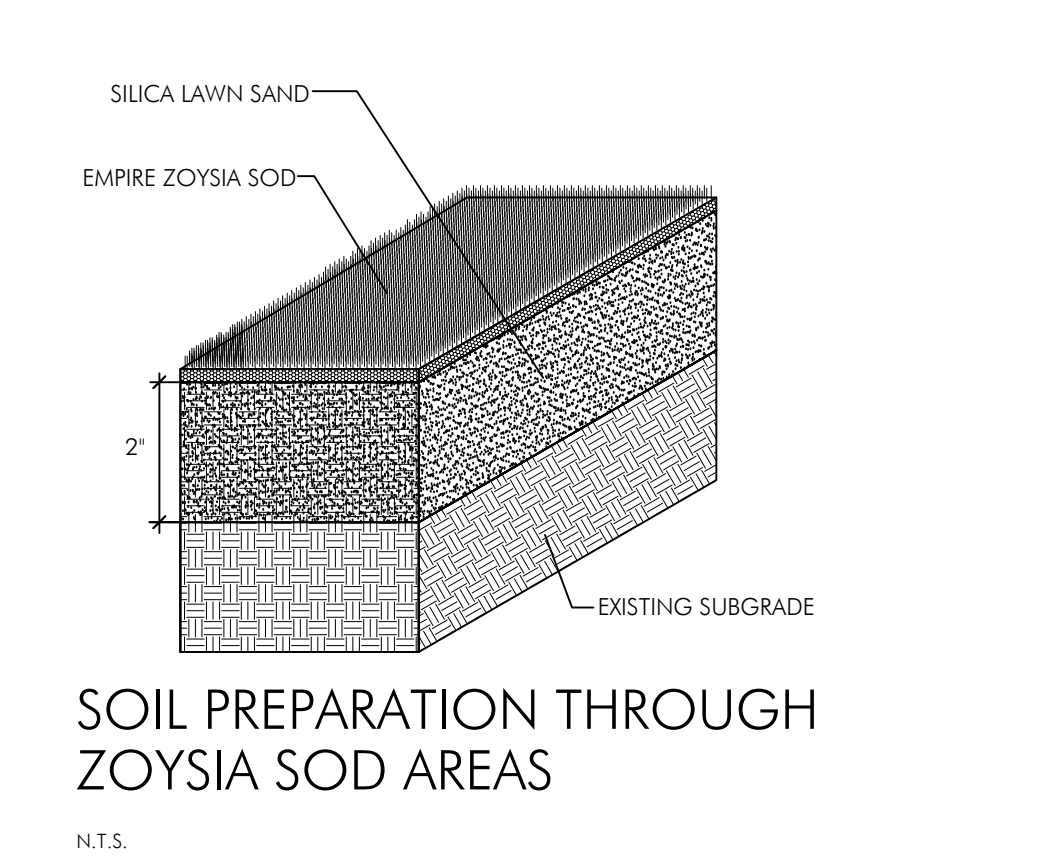
CADDetails.com



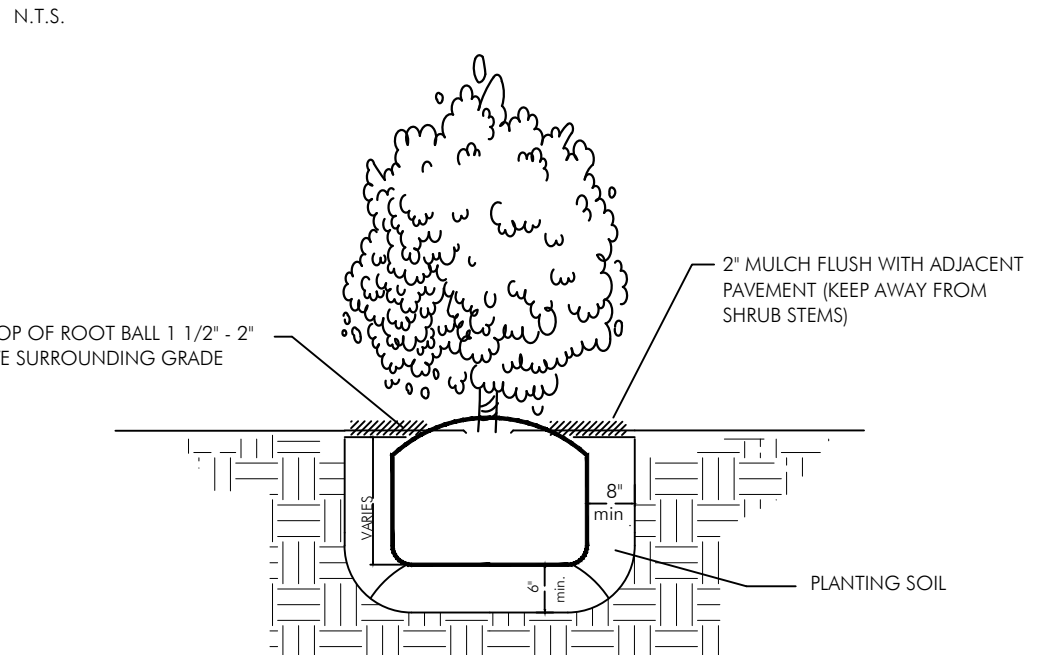
PLANTING & BRACING DETAIL FOR LEANING/CROOKED PALMS



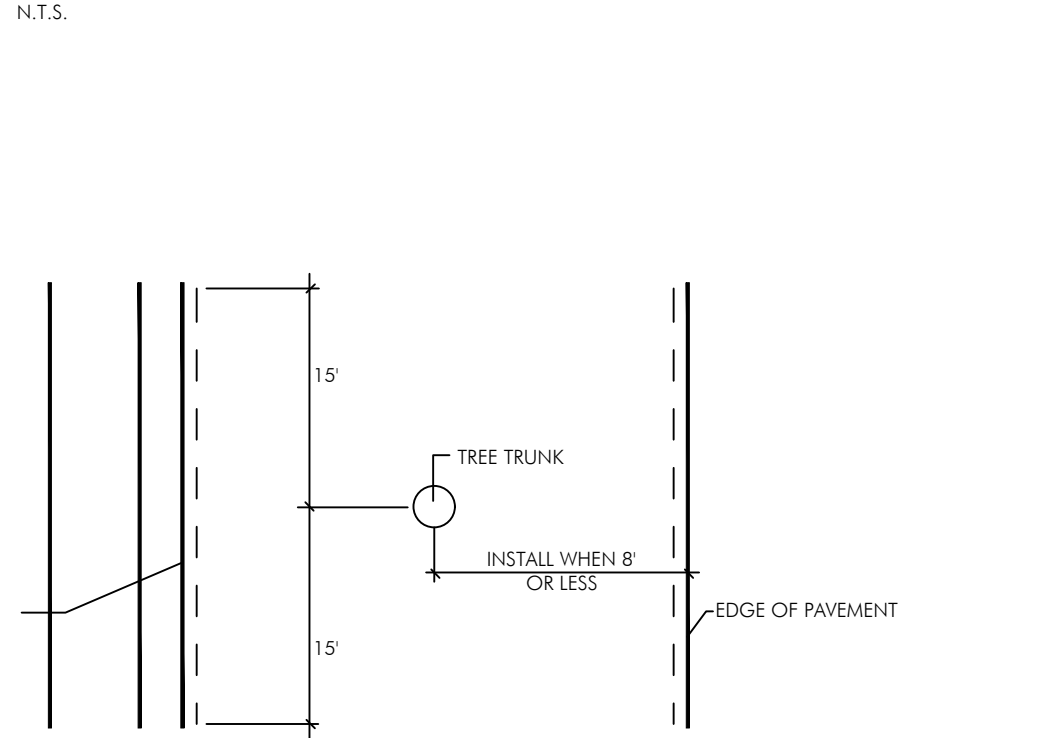
MULTI-TRUNKED TREE/PALM BRACING DETAIL



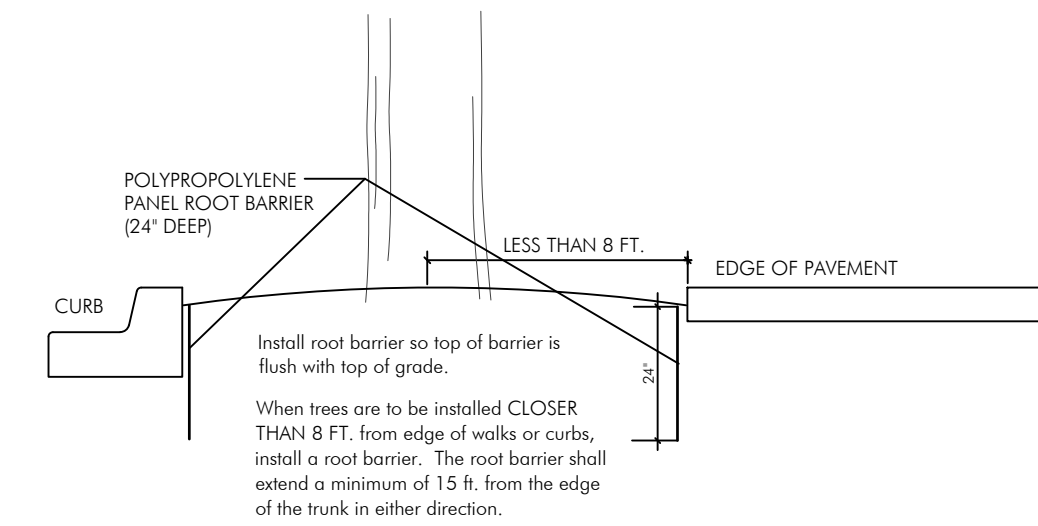
SHRUB SPACING DIAGRAM



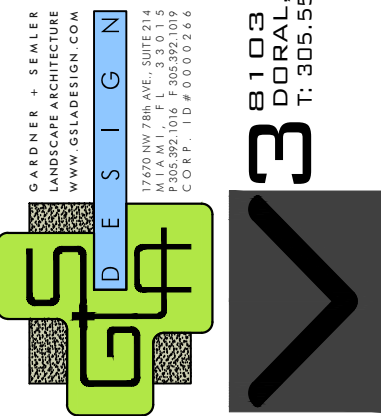
SHRUB INSTALLATION DETAIL



PLAN VIEW



ROOT BARRIER INSTALLATION DETAIL



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AAS6002069

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COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE

WEST PALM BEACH, FLORIDA, 33445

DATE:	02.17.23
DESIGNED BY:	KG
DRAWN BY:	GS/LA
REVIEWED BY:	KG
PROJECT NO.	22-0030

REVISIONS

KEN GARDNER | FL LA#1569

SEAL

PLANTING DETAILS

LA2.05

SITE PLAN SUBMITTAL

LANDSCAPE SPECIFICATIONS
PART 1 - GENERAL

- 1.1 SCOPE
A. Contractor shall provide all labor, materials, equipment, supervision, and related work necessary to complete the landscape work in accordance with the intent of the landscape plans, schedules and these specifications. The extent of work is shown on the drawings which are a part of this document.
- 1.2 CONTRACTOR QUALIFICATIONS
A. Landscape installation work to be performed by a Contractor Certified by the Florida Nurserymen, Growers and Landscape Association (FNGLA) as a Certified Landscape Contractor. Any pruning to be supervised by an Arborist, certified by the International Society of Arboriculture (ISA) and licensed in County where work is performed.

- 1.3 INVESTIGATION OF UTILITIES
A. Prior to beginning work, the Contractor shall be responsible to locate existing underground utilities. Check with all utility companies and Sunshine State, call (811).

- 1.4 SUBSTITUTIONS
A. Only materials specified will be accepted, unless approved in writing by the Landscape Architect in advance.

- 1.5 PLANT SIZES
A. All plant sizes shall equal or exceed the minimum sizes as specified in the plant list. When plant sizes are specified as a range of size, installed materials shall average the mean of the range specified. Plants shall be measured following pruning, with branches in normal position. All necessary pruning shall be done at the time of planting.

- 1.6 PLANT QUALITY
A. All plant material shall be equal to or better than Florida No. 1 as classified by "Grades and Standards for Nursery Plants" by the Division of Plant Industry, Florida Department of Agriculture. They shall have a growth habit that is normal for the species; healthy, vigorous, free from insects, disease and injury.

- B. The Owner or Landscape Architect reserves the right to refuse any plant material which does not conform to the intent of the written specifications or design.

- C. CIRCUING ROOTS FOUND ON CONTAINER-GROWN MATERIAL WILL NOT BE ACCEPTED UNLESS REMEDIAL ROOT PRUNING, APPROVED BY THE LANDSCAPE ARCHITECT IS DONE BEFORE PLANTING.

- 1.7 PLANT QUANTITY
A. The plant quantities shown on the plant list are to be used only as an aid to bidders. In the case of discrepancy between the plant list and the plan, the quantity on the plan shall override the plant list.

- 1.8 UNIT PRICES
A. The successful bidder shall furnish to the Owner and the Landscape Architect, a unit price breakdown for all materials. The Owner may, at his discretion, add to or delete from the materials utilizing the unit price breakdown submitted to and accepted by the Owner.

- 1.9 SUBMITTALS
A. Fertilizer: The Contractor shall submit to the Owner and Landscape Architect documentation that all the fertilizer used for the project is of the analysis specified and placed at the rates specified in section 2.2 FERTILIZER.

- B. Planting soil: The Contractor shall submit a sample of the planting soil (approximately 1 cu. ft.) for approval by the Landscape Architect prior to delivery to the site.

- 1.10 CLEAN-UP & MAINTENANCE OF TRAFFIC
A. Follow procedures in FDOT Index 600 for maintenance of traffic during construction.

- B. At the end of each work day, the Contractor shall remove debris and shall barricade the un-filled holes in a manner appropriate in the path of pedestrians and motorists.

- C. Upon completion of the work or any major portion of the work or as directed by the Landscape Architect, all debris and surplus material from his work shall be removed from the job site.

- 1.11 MAINTENANCE PRIOR TO ACCEPTANCE
A. The Contractor is responsible to maintain the plantings until they are accepted under the provisions of 1.12 "ACCEPTANCE OF INSTALLATION".

1. Plants: Begin maintenance immediately following the final plant installation operation for each plant and continue until all plant installation is complete and accepted. Maintenance shall include watering all plants, weeding, mulching, pest and disease control, tightening and repairing of guys, repair of braces, removal of dead growth, resetting of plants to proper grade or up-right position, restoration of plant saucer, litter pick-up in plant beds and other necessary operations to assure specified minimum grade of Florida No. 1.

2. Turf Areas: Begin maintenance of turf immediately following the placement of sod and continue until sod installation is complete and accepted. Maintenance shall include but not be limited to, watering, leveling, mowing, weed and pest control, fungus and disease control and other necessary operations as determined by the Landscape Architect and good nursery practice.

3. Re-setting or straightening trees and palms:
The Contractor shall re-set and/or straighten trees and palms as required at no additional cost to the Owner unless caused by sustained winds of 75 mph or more. Then, the costs of the operations may be charged to the owner. Re-set trees within 48 hours.

- 1.12 ACCEPTANCE OF INSTALLATION
A. Inspection: Inspection of the work, to determine completion of contract work, exclusive of the possible replacement of plants and turf, will be made by the Landscape Architect at the conclusion of the maintenance period. Written notice requesting such an inspection and submitted by the Contractor at least ten (10) days prior to the anticipated date.

- 1.13 GUARANTEE
A. Guarantee all plants for a period of one year (CCD). Guarantee shall commence from the date of written acceptance. Plant material which is on the site and scheduled to be relocated is not covered by the guarantee except in the case of Contractor's negligence or work that has been done in an unworkman-like manner. The Contractor is not responsible for loss due to acts of god, (i.e.) sustained winds of 75 mph or more, floods, frost, lightning, vandalism or theft.

- 1.14 REPLACEMENT
A. Replacement shall be made during the guarantee period as directed by the Landscape Architect within ten (10) days from time of notification. For all replacement plant material, the guarantee period shall extend for an additional forty-five (45) days beyond the original guarantee period. The Contractor shall be responsible to provide water to the replacement plants in sufficient quantity to aid in their establishment. At the end of the guarantee period, inspection will be made by the Landscape Architect, upon written notice requesting such inspection and submitted by the Contractor at least five (5) days before the anticipated date. Replacement plants must meet the requirements of Florida No. 1 at time of inspection. Remove from the site all plants that are dead or in a state of unsatisfactory growth, as determined by the Landscape Architect. Replace these and any plants missing due to the Contractor's negligence as soon as conditions permit.

1. Materials and Operations: All replacement plants shall be of the same kind and size as indicated on the plant list. The Contractor shall supply and plant the plants as specified under planting operations.

2. Cost of Replacements: A sum sufficient to cover the estimated cost of possible replacements, including material and labor will be retained by the Owner and paid to the Contractor after all replacements have been satisfactorily made and approved by the Landscape Architect.

PART 2 - MATERIALS

- 2.1 PLANTING SOIL
A. Planting soil for trees, shrubs and ground covers shall be of the composition noted on the plans, measured by volume.

- B. Soil for Sodded Areas: shall be coarse lawn sand.

- 2.2 FERTILIZER
A. Fertilizer for trees, palms, shrubs, and groundcovers shall be as follows: LESCO Palm Special 13-3-13 or equal, Sulfur coated with iron and other minor elements and maximum of 2% chlorine, or brand with equal analysis. The fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original unopened containers, bearing the manufacturer's guaranteed analysis. Fertilizer for sod and seeded areas shall be 8-6-8, 50% organically derived nitrogen, or equal.

- 2.3 WATER
A. The Contractor shall provide potable water on site, available from the start of planting. The Contractor is responsible to ascertain the location and accessibility of the water source. The Contractor is responsible to provide the means of distribution (i.e. water truck, hoses, etc.) for distribution of water to the planting areas.

- 2.4 MULCH
A. Mulch shall be as specified on the Plant List.

- 2.5 ROOT BARRIER MATERIAL
A. Root barrier material shall be 24" deep polypropylene panels by DeepRoot or approved equal.

- B. Install per details in the plans.

PART 3 - INSTALLATION PROCEDURES

- 3.1 LAYOUT
A. Verify location of all underground utilities and obstructions prior to excavation.
- 3.2 HERBICIDE TREATMENT
A. In all areas infected with weed and/or grass growth, a systemic herbicide shall be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule his work to allow more than one application to obtain at least 95% kill of undesirable growth. If necessary, Contractor shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

- 3.3 PLANT PIT EXCAVATION AND BACKFILLING
A. Trees: See the Planting and Bracing Details and notes.

- B. All planting holes shall be hand dug where machine dug holes may adversely affect utilities or improvements.

- C. Shrubs and Groundcover: Shrubs and groundcover shall be planted in a soil bed as described in the notes and details. Space shrubs and provide setback from curb and pavements as shown in the plans.

- D. Watering of field-grown plants: Thoroughly puddle in water to remove any air pockets in the plant hole.

- 3.4 WATERING
A. The Contractor is responsible to provide the water for all new plants and transplants and means of distribution (i.e. hand watering or water truck) during the maintenance period and extending into the period after acceptance until the full schedule as listed below is complete. Water for trees and other large field-grown plants shall be supplemented by hand or water truck, in addition to the irrigation system, (if one is provided). Contractor can adjust watering schedule during heavy rain season upon approval of the Landscape Architect.

- AMOUNT OF WATER PER APPLICATION
For trees up to 5 inch caliper - 5 gallons
From 5 to 8 inch caliper - 25 gallons
9 inch and up caliper - 50 gallons

- FREQUENCY OF WATER
Daily for the first week
3 times per week for weeks 2 - 5
2 times per week for weeks 6 - 8
1 time per week for weeks 9 - 12

- B. Water in plants by thoroughly soaking of the entire root ball immediately after planting. For large trees and shrubs, add water while backfilling hole to eliminate any air pockets in the soil around the root ball.

- C. Water shrubs, sod and groundcover a minimum of once daily for a week or until an irrigation system is fully operational. If no irrigation system is to be installed, the Contractor shall be responsible for watering the shrub, sod, and groundcover for the time specified above, after installation of each section of the planting installed.

- 3.5 FERTILIZING
A. Add fertilizer on top of the surface of shrubs beds and tree and palms root balls two (2) months after installation. Fertilize sod within two (2) days after installing after planting of each segment of the job. Fertilizer shall be applied after soil has been well moistened. Fertilizer shall be washed off of plant leaves and stems immediately after application. Apply at the following rates:

1. Trees and Large Shrubs: One (1) pound per inch of trunk diameter, spread evenly over the root ball area.

2. Shrubs: One half (1/2) handful per shrub, spread evenly over the root ball area.

3. Groundcover: Twelve (12) pounds per 100 sq. ft. of bed area.

4. Sod: Twelve (12) pounds per 1,000 sq. ft. Wash fertilizer off blades immediately after spreading.

- 3.6 MULCHING
A. Spread mulch two (2) inches thick uniformly over the entire surface of shrubs and groundcover beds, depth measured after setting, unless otherwise specified in the plans. Provide 36" diameter bed of mulch, measured from outer edge of the trunk, for all trees and palms planted in sod areas. Keep mulch away from contact with the trunk. Create a 6" high ring of mulch at the outer edge of tree and palm holes.

- 3.7 GUYING AND BRACING
A. See the details bound herewith or made part of the plans.

- 3.8 SODDING
A. Provide a blanket of lawn sand as described in the notes in these plans. Prior to planting, remove stones, sticks, etc. from the sub-soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

- B. Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes. The sod shall be rolled with a 500 pound hand roller immediately after placing.

- C. Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" from trees, measured from the edge of plant or tree trunk.

- D. Sod shall be watered immediately after installation to uniformly wet the soil to at least two inches below the bottom of sod strips.

- E. Apply fertilizer to the sod as specified in Section 3.5.

- F. Excavate and remove excess soil so top of sod is flush w/top of curb or adjacent pavement, or adjacent existing sod.

PLANT BED PREPARATION NOTES

1. In all areas where new sod and shrub and groundcover masses are to be planted, kill all existing weeds by treating with systemic herbicide prior to beginning soil preparation.

2. In all shrub and groundcover beds, excavate and backfill soil as described in "Plant List(s)". If no specific preparation is noted, prepare soil as described below for either condition, over the entire area to be planted:

- Condition A:
If any compacted road base or asphalt or rocky soil is encountered, remove compacted material entirely to allow an 18" depth of planting soil per plant list unless otherwise stated. Backfill the entire area of the shrub and groundcover beds with 18" planting soil (as specified in Plans) to within 2 inches of the adjacent pavement or top of curb. Remove all debris and rocks and pebbles larger than 2 inches in size and level the grade before planting.

- Condition B:
Where no compacted soil is encountered, thoroughly mix 6 inches of planting soil per plant list into the existing soil to a depth of 18 inches unless otherwise stated. If required, excavate and remove the existing soil to lower the grade, so that the prepared mix is finished to a minimum of 2 inches below top of curb or adjacent walkway. Remove all debris and rocks and pebbles larger than 2 inches in size and level the grade before planting.

- For all sod areas, spread a 2" deep layer of lawn sand prior to sodding. Remove all debris and rocks and pebbles larger than 2 inches in size and level the grade before sodding. Remove, if required, existing soil so that top of sod is flush with and adjacent top of curb or pavement.

- For Trees and shrubs larger than 7 gallon, Add Diehard® transplant inoculant supplied by Horticultural Alliance, Inc. (800-628-6373) or equal. Mix into top 8-10 inches of planting hole, making sure it is contact with the root ball. Add at a rate specified by manufacturer (typically 4oz. per 1 inches of trunk caliper or 7 gallon can).

SPACING OF PLANTS (SEE PLANT SPACING DETAIL)

1. Plants shall be planted sufficiently away from edges of pavements or curbs, to allow for growth toward the edges of the bed.

PROTECTION OF PLANTS

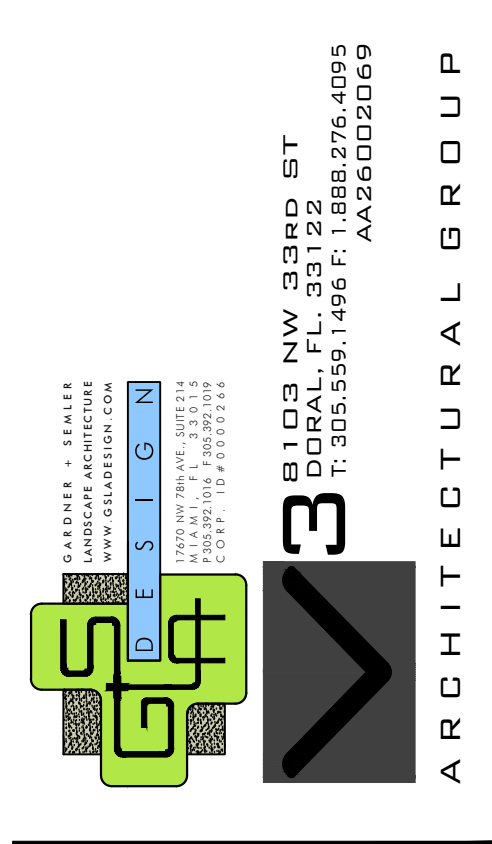
1. The Contractor shall be responsible to protect existing trees and shrubs in and adjacent to the area of work. Erect barriers as necessary to keep equipment and materials, any toxic material, away from the canopy drip line of trees and shrubs. DO NOT PLE SOIL OR DEBRIS AGAINST TREE TRUNKS OR DEPOSIT NOXIOUS BUILDING SUPPLIES OR CHEMICALS WITHIN THE DRIP LINE.

PLANT LIST				
TREES				
KEY	PLANT NAME	QTY.	UT.	SIZE
ACRU	Acer rubrum ..Red Maple	17	ea.	12' tall x 5' spread, 2" DBH.
CODI	Coccoloba diversifolia ...Pigeon Plum	18	ea.	12' tall x 5' spread, 2" DBH.
COER	Conocarpus erectus ..Green Buttonwood	7	ea.	14' tall x 5' spread, 3" DBH
COES	Conocarpus erectus 'Sericeus' ...Silver Buttonwood	24	ea.	12' tall x 6' spread, 3 trunks (totalling 3" min. DBH) lifted to tree form
DERE	Delonix regia ..Royal Poinciana	2	ea.	14' tall x 6' spread, 3" DBH
LAIN	Lagerstroemia indica ...Crape Myrtle	6	ea.	12' tall x 5' spread, 2" DBH.
LYBA	Lysiloma bahamensis ...Wild Tamarind	20	ea.	14' tall x 6' spread, 3" DBH
SWMA	Swientenia mahagonii ..West Indies Mahogany	3	ea.	14' tall x 6' spread, 3" DBH
TADI	Taxodium distichum ...Bald Cypress	16	ea.	12' tall x 5' spread, 2" DBH.
TAHE	Tabebuia heterophylla ...Pink Trumpet Tree	9	ea.	12' tall x 5' spread, 2" DBH.
QUVI	Quercus virginiana ...Live Oak	9	ea.	16' tall x 8' spread, 4" DBH, 4' CT min.
PALMS				
KEY	PLANT NAME	QTY.	UT.	SIZE
CAMI	Caryota mitis ...Fishtail Palm	24	ea.	14' tall OA, multi-trunk
LIRO	Livingstonea rotundifolia ...Round-Leaf Fan Palm	12	ea.	16' tall OA. Matched Heights
RAMA	Ravenala madagascariensis ...Traveler's Palm	22	ea.	12'-16' OA Ht.
RORE	Roystonea regia ...Royal Palm	9	ea.	30' Tall OA
VEMO	Veitchia montgomeriana ..Montgomery Palm	15	ea.	16' tall OA, 11' GW, double trunk, both heads M/L same height

PLANT LIST				
SHRUBS				
KEY	PLANT NAME	QTY.	UT.	SIZE
BRPA	Brunfelsia pauciflora ..Yesterday, Today and Tomorrow	39	ea.	24" x 24"
CAAM	Callicarpa americana ..Beautyberry	43	ea.	24" x 24"
CACY	Capparis cynophallophora ...Jamaican Caper	53	ea.	24" x 24"
CHIC	Chrysobalanus icaco ...Cocoplum	66	ea.	18" x 18"
CRAU	Crinum augustum ..Crinum Lily 'Queen Emma'	11	ea.	36" x 36"
ERU	Ernodea littoralis ...Golden Creeper	336	ea.	3 gal cans
JAVO	Jasminum Volubile ..Wax Jasmine	212	ea.	18" x 18"
MUCA	Muhlenbergia capillaris ...Muhly Grass	208	ea.	3 gal cans
PSBA	Psychotria bahamensis ...Bahamas Wild Coffee	366	ea.	36"x24"
TRDA	Tripsacum dactyloides ...Fakahatchee Grass	78	ea.	3 gal cans, full
ZAPU	Zamia pumila ...Coontie	157	ea.	18" x 18"

MISCELLANEOUS			
sod	Empire Zeysia	as req.	s.f. solid sod
	Planting Soil 70% Silica Sand 30% Everglades Muck	as req.	c.y.
	Shredded Melaleuca Mulch	as req.	c.y. 2" layer in all shrub beds

LANDSCAPE REQUIREMENTS				
Code Section	Description	Calculation	Required	Provided
Sec. 34-161 (b) (2)	One tree shall be planted or preserved for every 2,500 square feet	318,550 s.f. / 2,500 s.f. =	128 trees	129
Sec. 34-161 (c) (1)	Off-street parking areas shall include 20square feet of landscaping for each parking space	197 parking spaces * 20 s.f. - 20 terminal islands * 1 free	3,940 s.f.	6,055 s.f.
Sec. 34-161 (c) (1) a.	Each terminal island shall include at least one tree		20 trees	20
Sec. 34-161 (c) (2)	Vehicular use areas, other than parking areas, shall be provided with landscaped areas equal to ten percent of the total paved surface	15,733 s.f. * 10% =	1,574 s.f.	2,896 s.f.
Sec. 34-161 (c) (2) b.	At least one tree shall be provided for each 200 square feet of landscaped area	2,986 s.f. / 200 s.f. -	15 trees	15
Sec. 34-162 (b) (3)	Required Buffer Category 3. Fifteen-foot wide buffer area with a wall or fence and hedge not less than six feet in height, supplemented by trees spaced not more than 20 feet apart. The hedge shall be a minimum of three feet in height at time of planting	1,024 l.f. / 20 l.f. =	102 trees	102
	For nonresidential and multifamily properties one acre or more, at least 25 percent of the linear feet of building façade facing a street shall be planted with trees, shrubs or hedges. At least one tree or cluster of three palms shall be installed for each 30 linear feet, or fraction thereof, of applicable façade	877 l.f. * 25% = 877 l.f. / 30 l.f. =	220 l.f. 30 trees (or palm clusters)	220 l.f. 30
Sec. 34-164 (a)		Total	295 trees	296
Sec. 34-185 (b)	Palms shall contribute to no more than 50 percent of the required trees	295 * 50% =	147 max.	108
	A minimum of 50 percent of all trees shall be native species or palm trees	295 * 50% =	148 native trees	187
Sec. 34-186	A minimum of 75 percent of trees planted in vehicular use areas, including parking areas, shall be shade trees	35 * 75% =	27 shade trees	60



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COLLECTION SUITES PALM SPRINGS

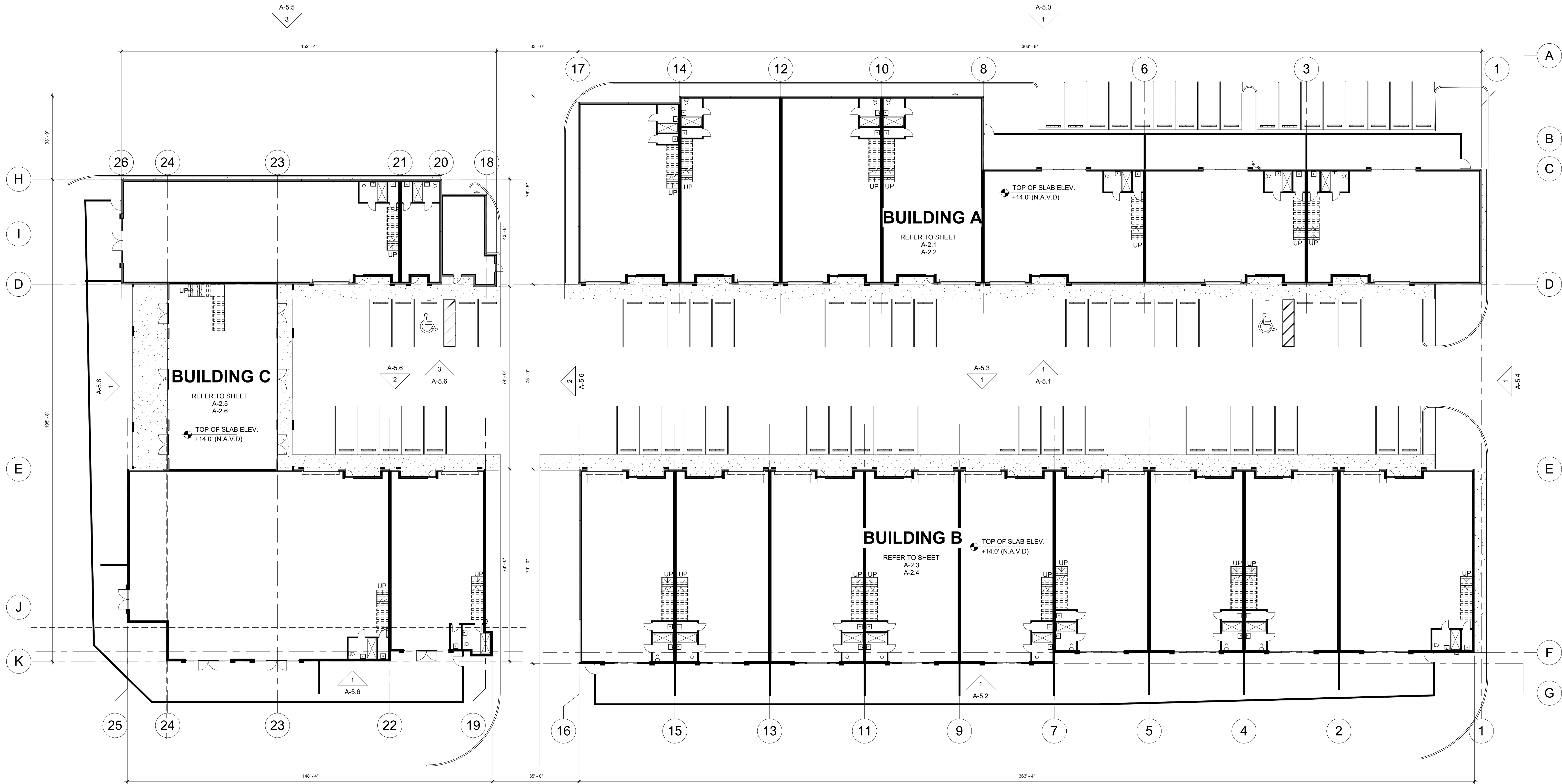
884 & 874 SOUTH CONGRESS AVE

WEST PALM BEACH, FLORIDA, 33445

DATE:	02.17.23
DESIGNED BY:	KG
DRAWN BY:	GS/LA
REVIEWED BY:	KG
PROJECT NO.	22-0030

REVISIONS	

KEN GARDNER FL LA#1569	SEAL
PLANTING SPECS & CHARTS	
LA2.06	
SITE PLAN SUBMITTAL	



1 OVERALL GROUND FLOOR PLAN 
SCALE: 1" = 20'-0"

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**COLLECTION SUITES PALM
SPRINGS**

884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

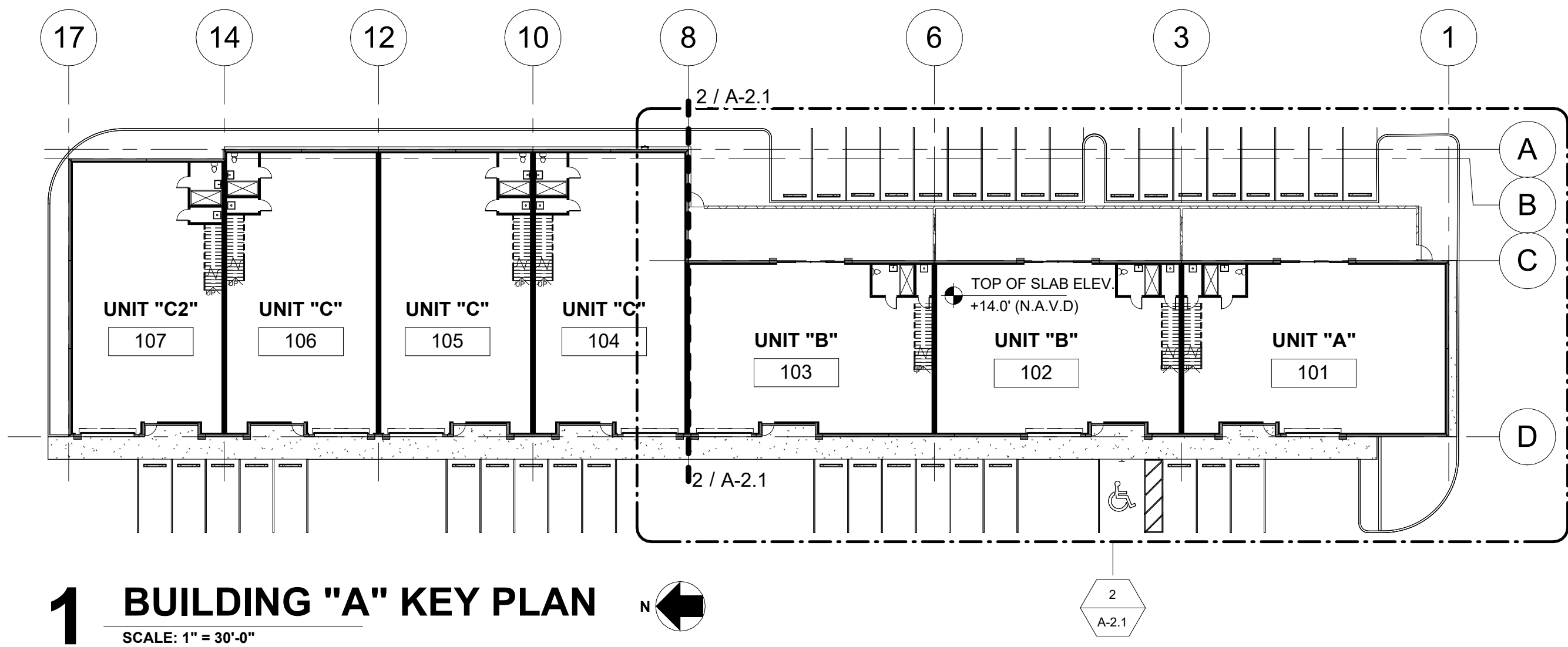
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DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030
REVISIONS	

JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	●	SEAL
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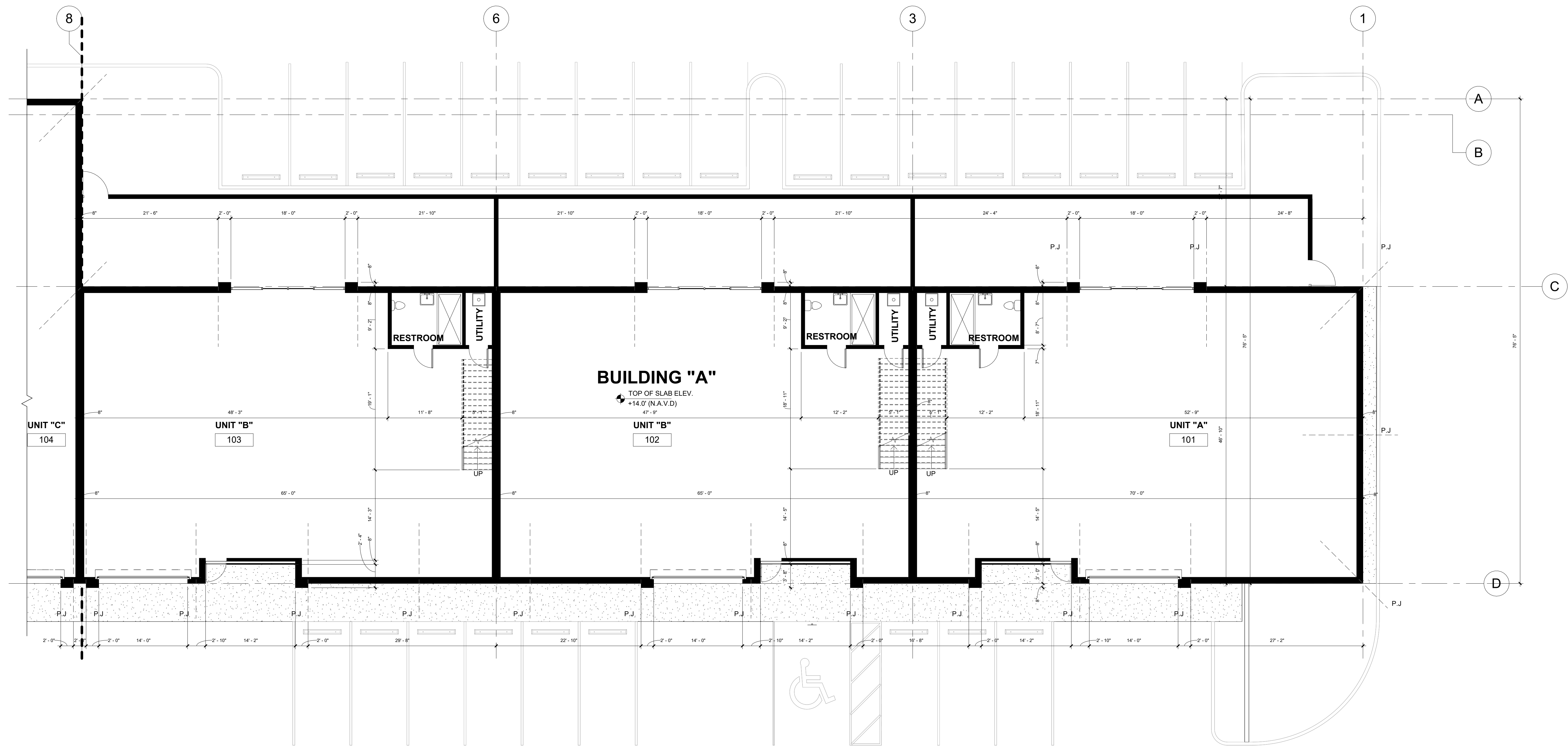
OVERALL GROUND
FLOOR PLAN

A-2.0

SITE PLAN SUBMITTAL



1 BUILDING "A" KEY PLAN
SCALE: 1" = 30'-0"



2 BUILDING "A" GROUND FLOOR ENLARGED PLAN
SCALE: 1/8" = 1'-0"

**COLLECTION SUITES PALM
SPRINGS**

884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

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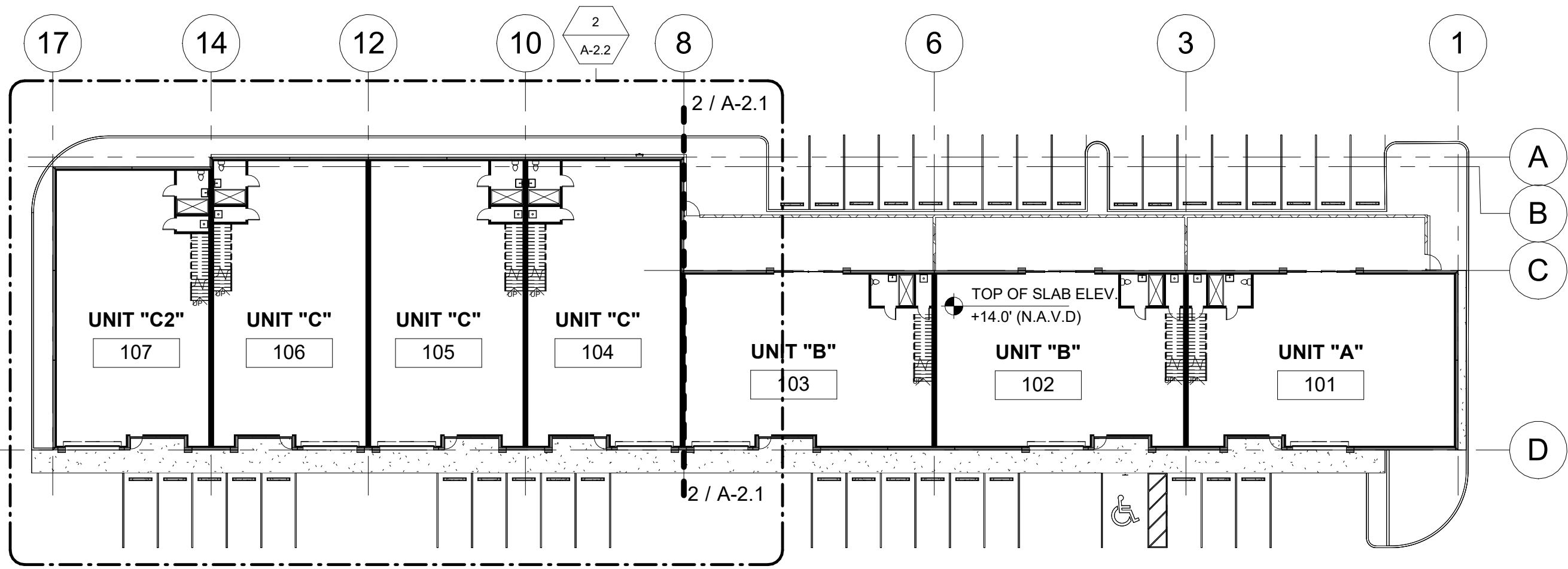
JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	●

SEAL

ENLARGED BUILDING
"A" GROUND FLOOR
PLAN

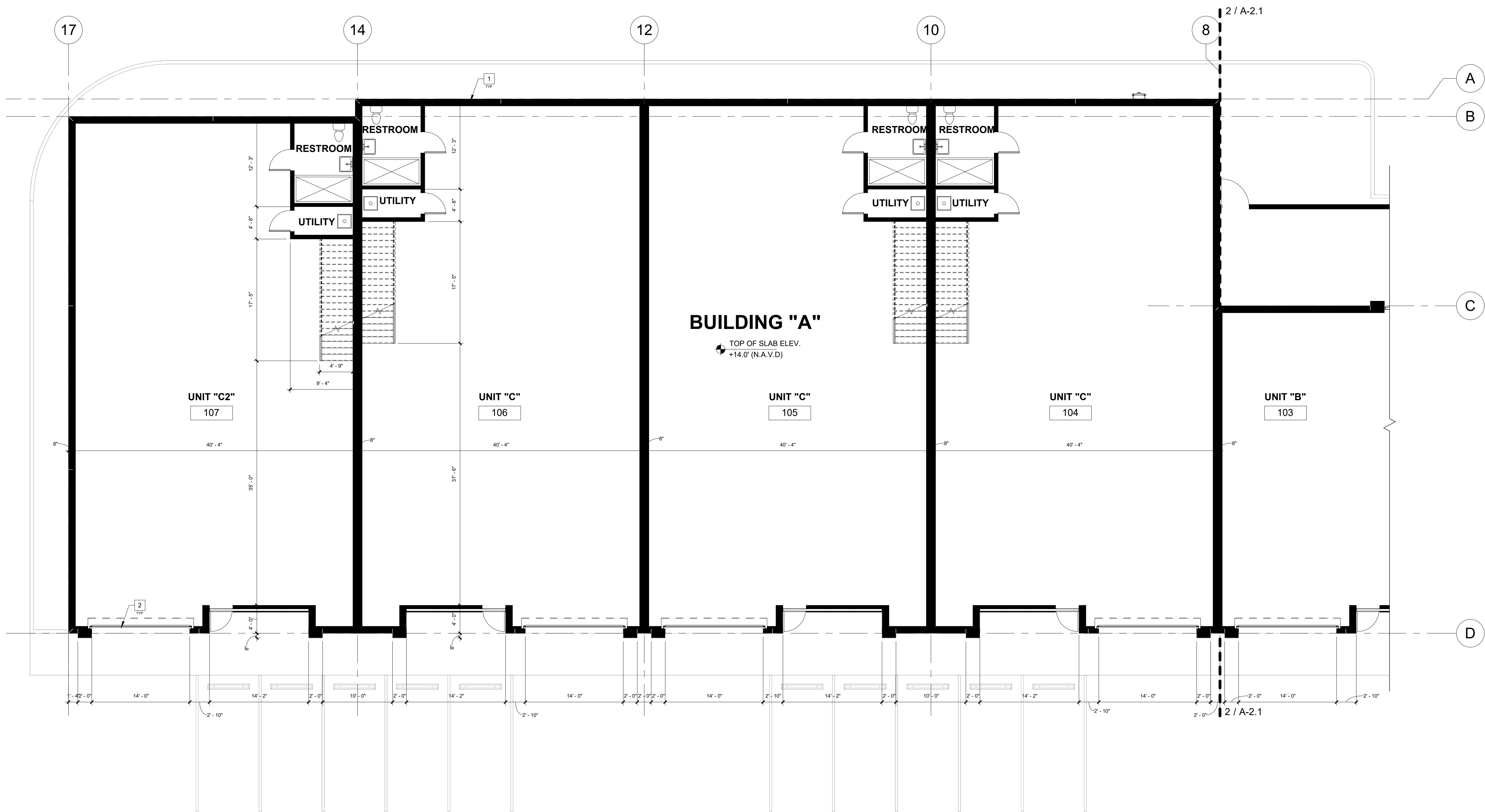
A-2.1

SITE PLAN SUBMITTAL



1 BUILDING "A" KEY PLAN 

SCALE: 1" = 30'-0"



2 BUILDING "A" GROUND FLOOR ENLARGED PLAN 

SCALE: 1/8" = 1'-0"

**COLLECTION SUITES PALM
SPRINGS**

884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

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REVISIONS	

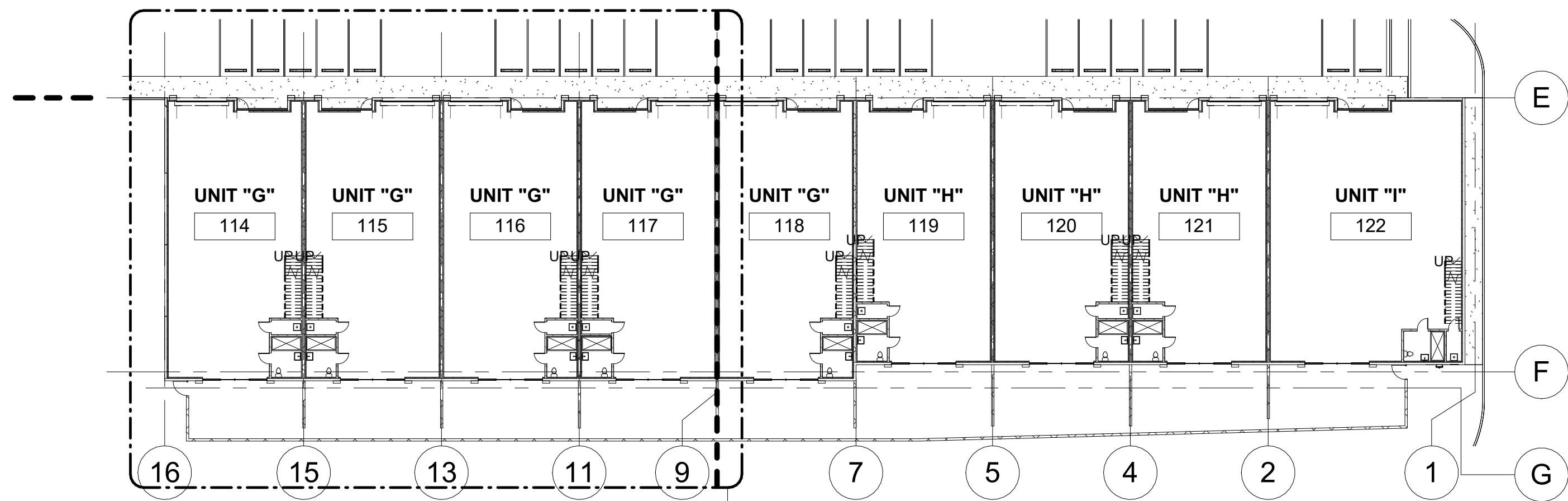
JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	
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SEAL

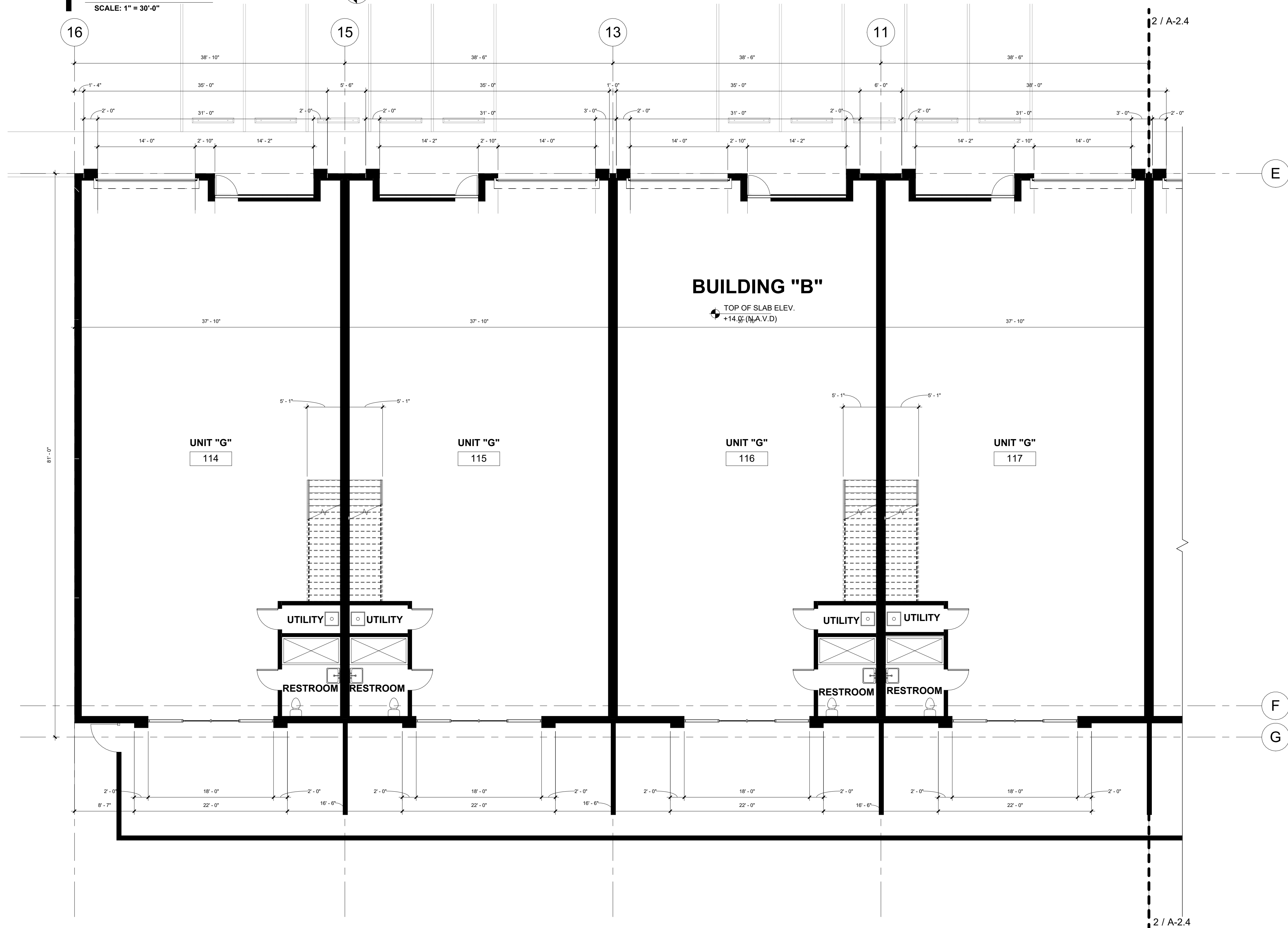
ENLARGED BUILDING
"A" GROUND FLOOR
PLAN

A-2.2

SITE PLAN SUBMITTAL



1 BUILDING "B" KEY PLAN
SCALE: 1" = 30'-0"



2 BUILDING "B" GROUND FLOOR ENLARGED PLAN
SCALE: 1/8" = 1'-0"

**COLLECTION SUITES PALM
SPRINGS**

884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030

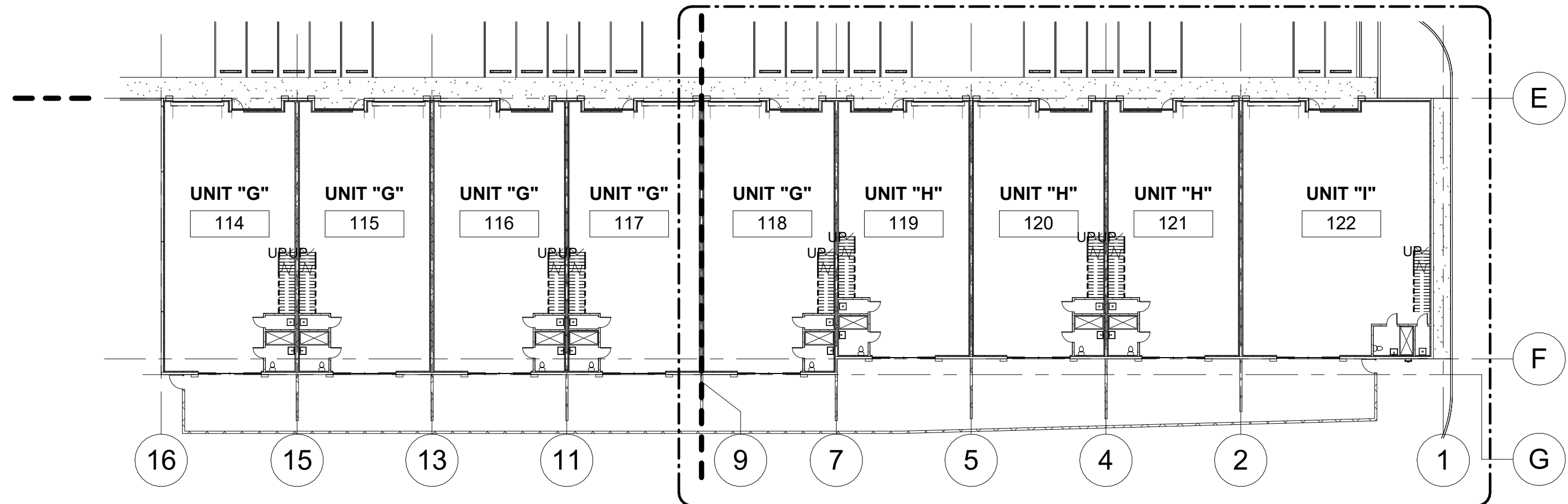
REVISIONS	

JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	●
SEAL	

ENLARGED BUILDING
"B" GROUND FLOOR
PLAN

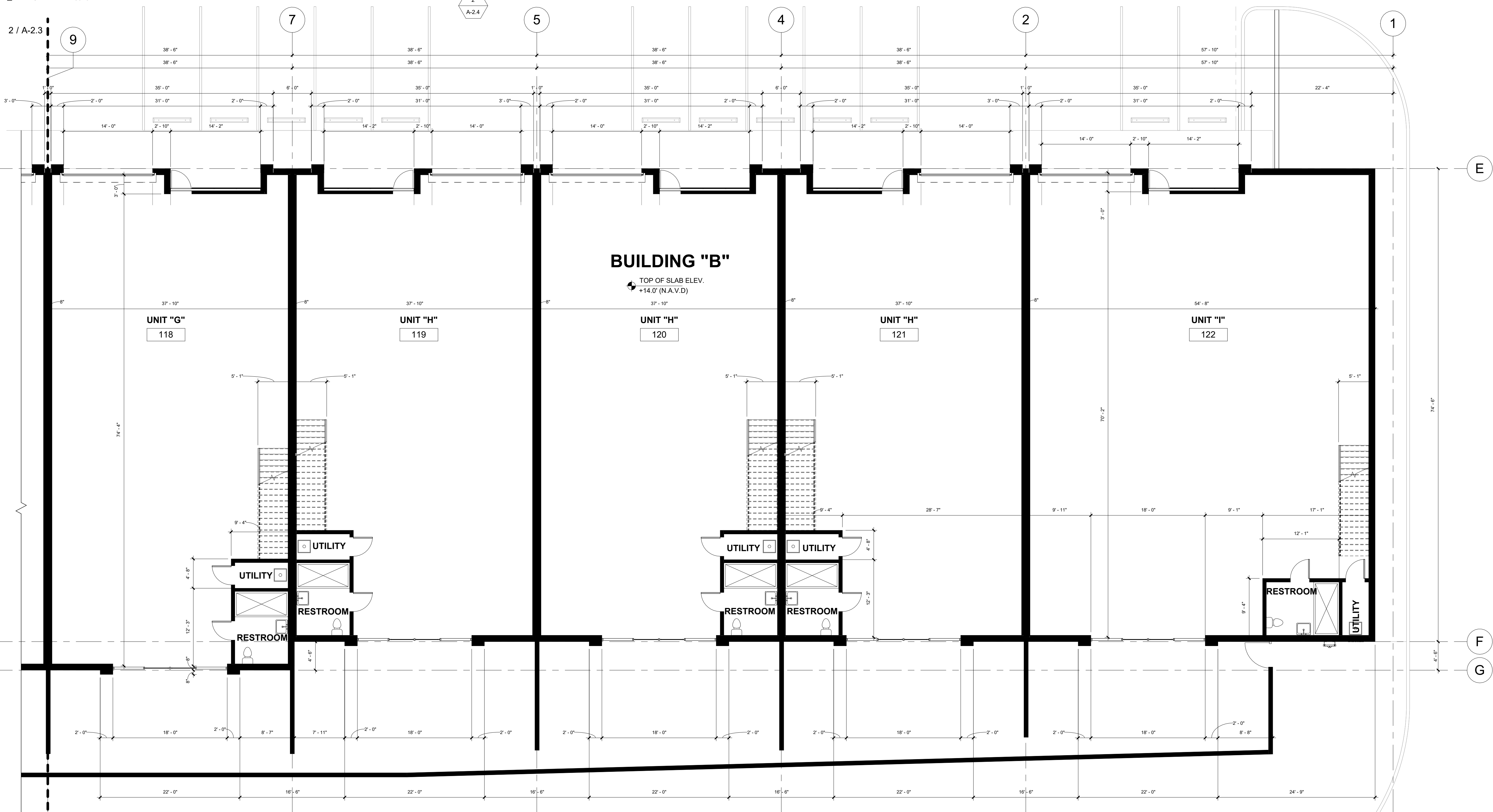
A-2.3

SITE PLAN SUBMITTAL



1 BUILDING "B" KEY PLAN

SCALE: 1" = 30'-0"



2 BUILDING "B" GROUND FLOOR ENLARGED PLAN

SCALE: 1/8" = 1'-0"

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COLLECTION SUITES PALM
SPRINGS
884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

DATE:	02.17.23
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PROJECT NO.	22-0030

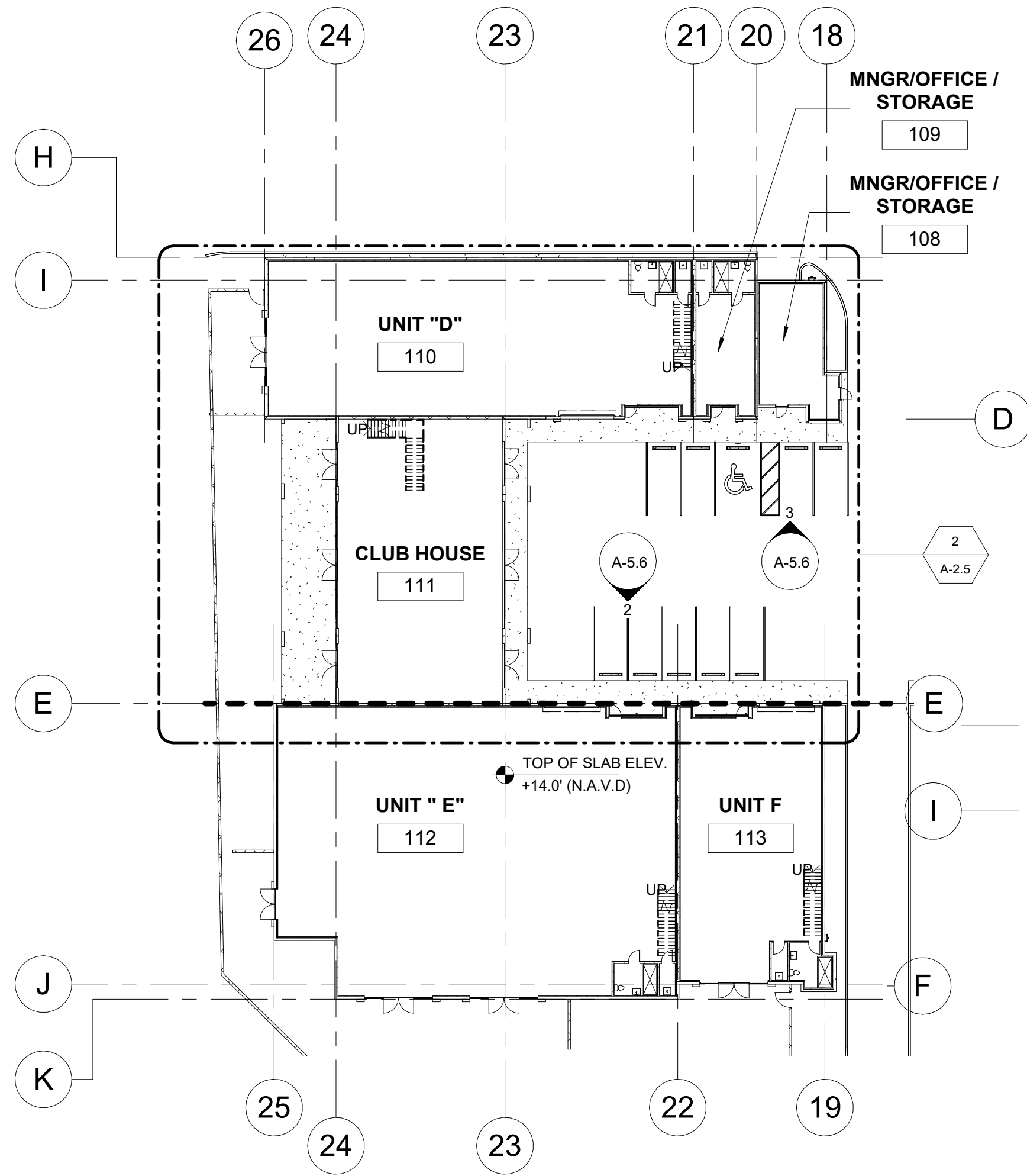
REVISIONS

JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	SEAL
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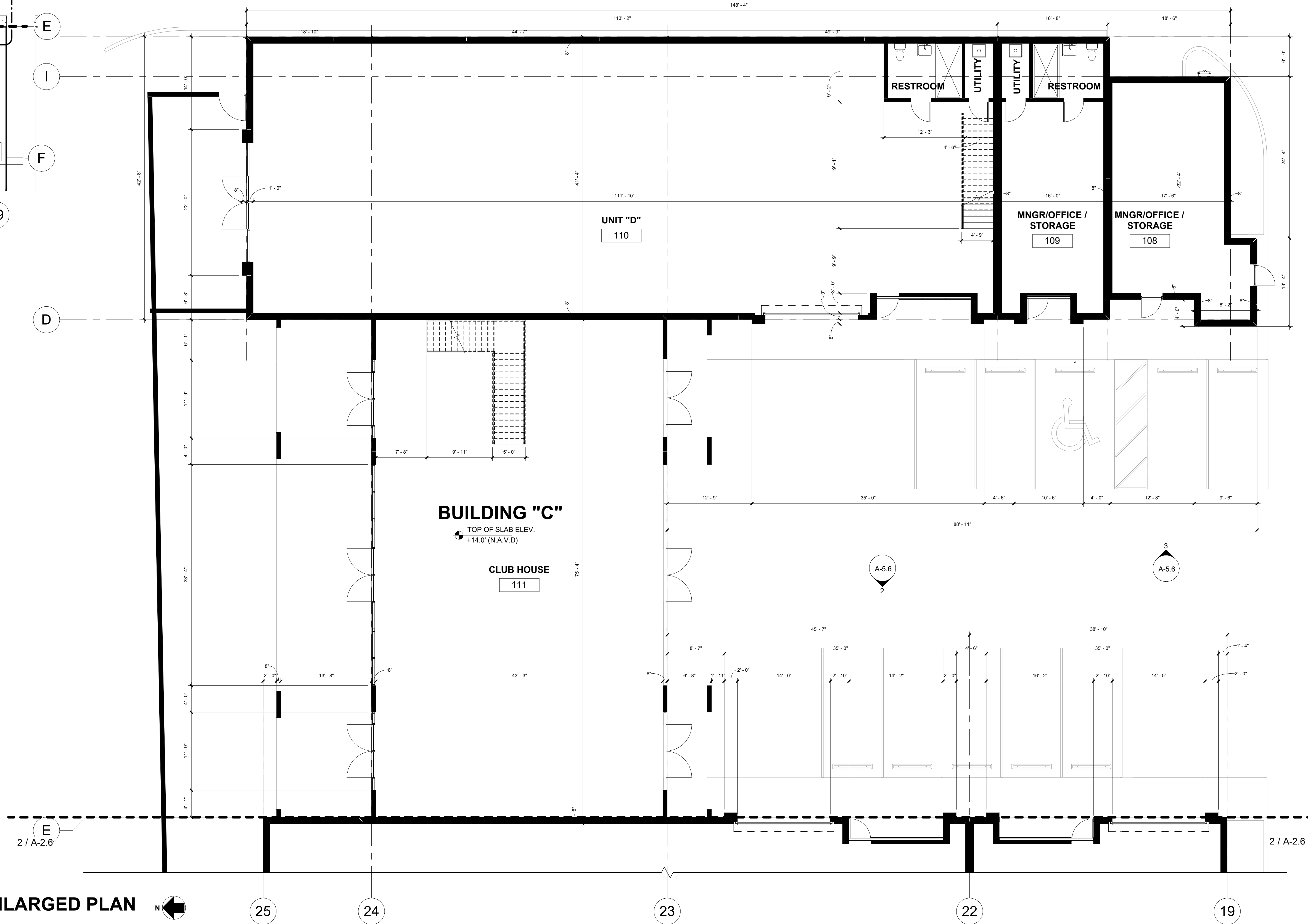
ENLARGED BUILDING
"B" GROUND FLOOR
PLAN

A-2.4

SITE PLAN SUBMITTAL



1 BUILDING "C" KEY PLAN N
SCALE: 1" = 30'-0"



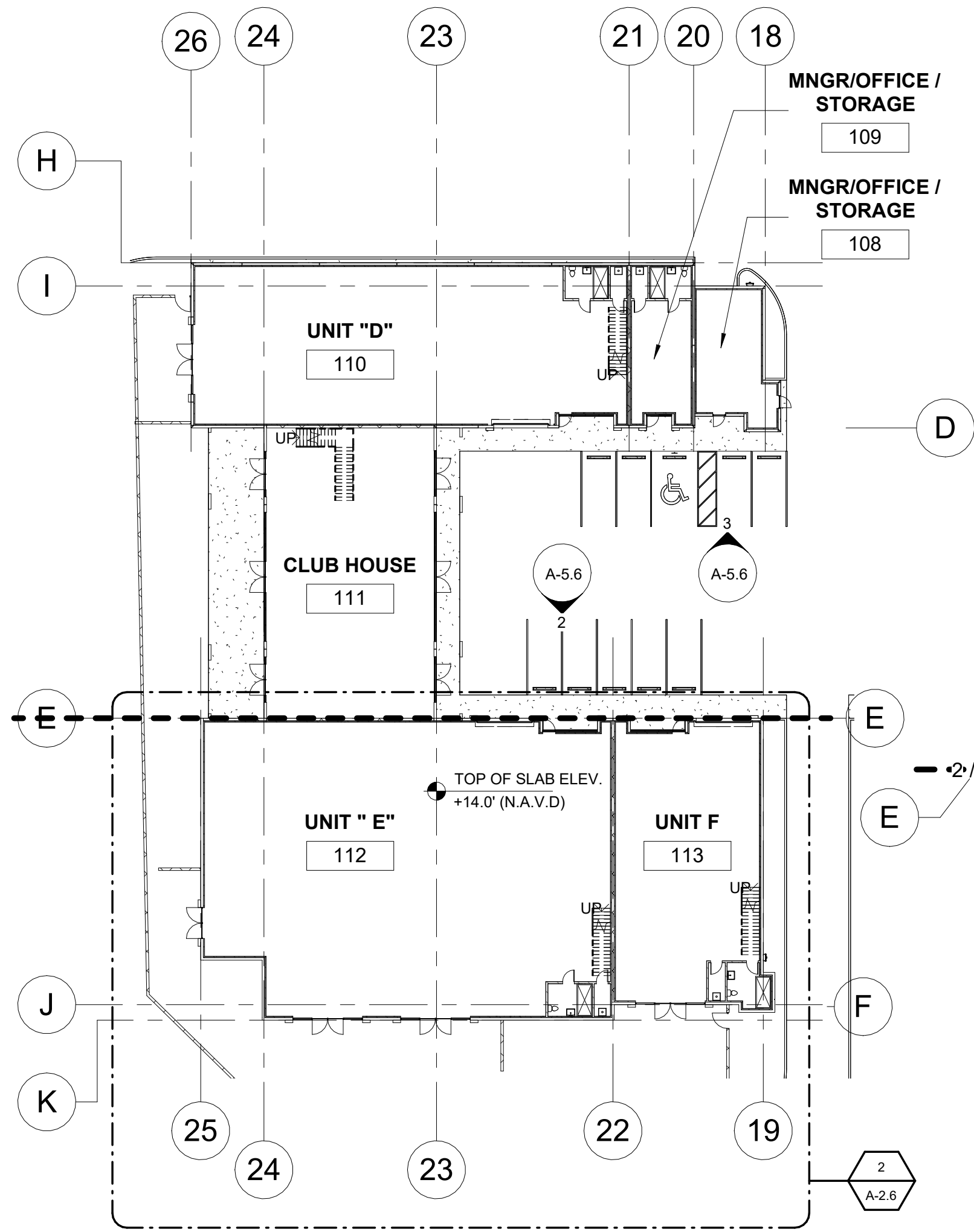
2 BUILDING "C" GROUND FLOOR ENLARGED PLAN N
SCALE: 1/8" = 1'-0"

**COLLECTION SUITES PALM
SPRINGS**

884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

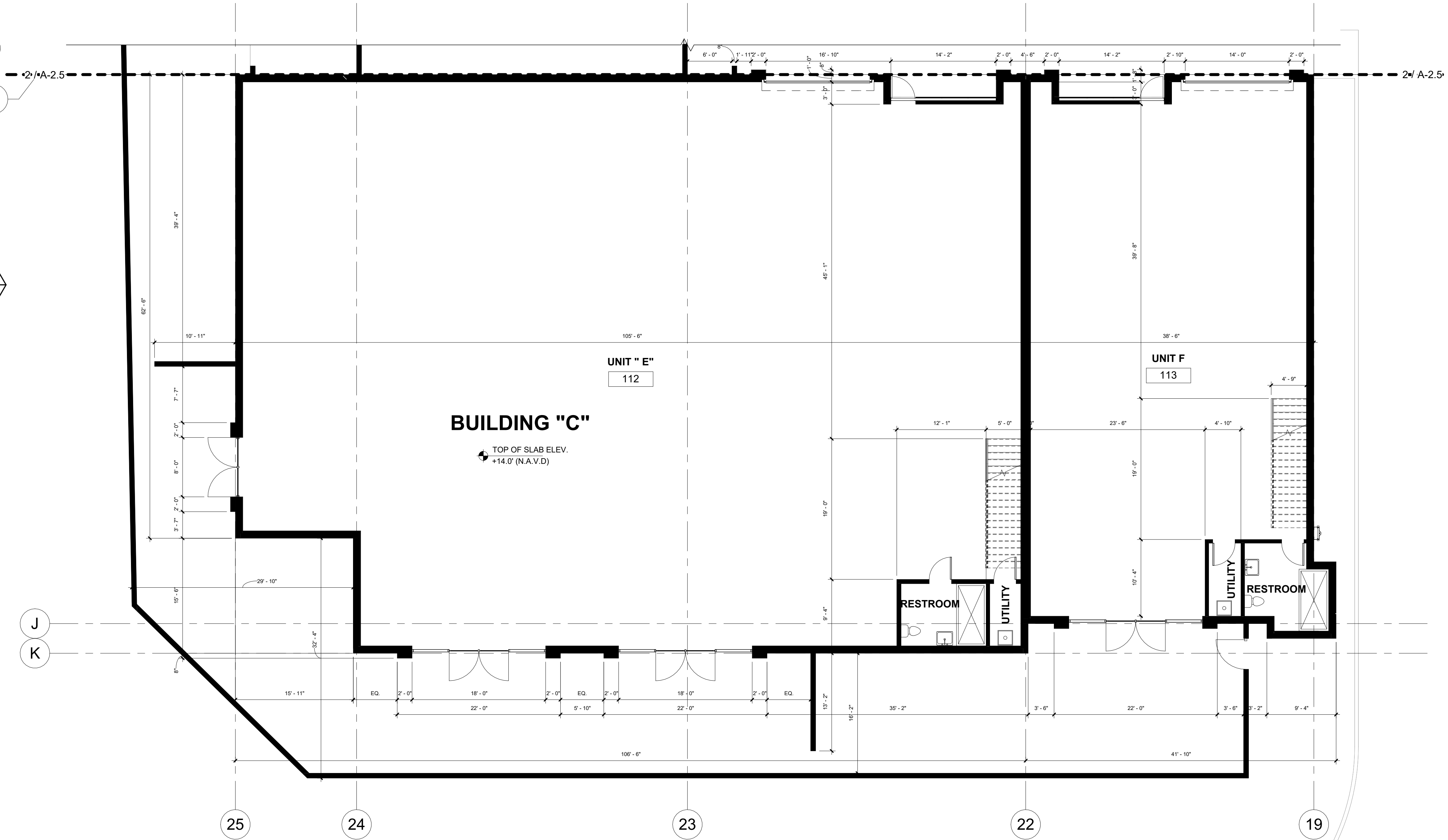
DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030
REVISIONS	

JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	●	SEAL
ENLARGED BUILDING "C" GROUND FLOOR PLAN		
A-2.5		
SITE PLAN SUBMITTAL		



1 BUILDING "C" KEY PLAN

SCALE: 1" = 30'-0"



2 BUILDING "C" GROUND FLOOR ENLARGED PLAN

SCALE: 1/8" = 1'-0"

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**COLLECTION SUITES PALM
SPRINGS**

884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030

REVISIONS

JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	
---	--

SEAL

ENLARGED BUILDING
"C" GROUND FLOOR
PLAN

A-2.6

SITE PLAN SUBMITTAL

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COLLECTION SUITES PALM
SPRINGS

884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030

REVISIONS	

JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	●	
SEAL		

OVERALL MEZZANINE
FLOOR PLAN

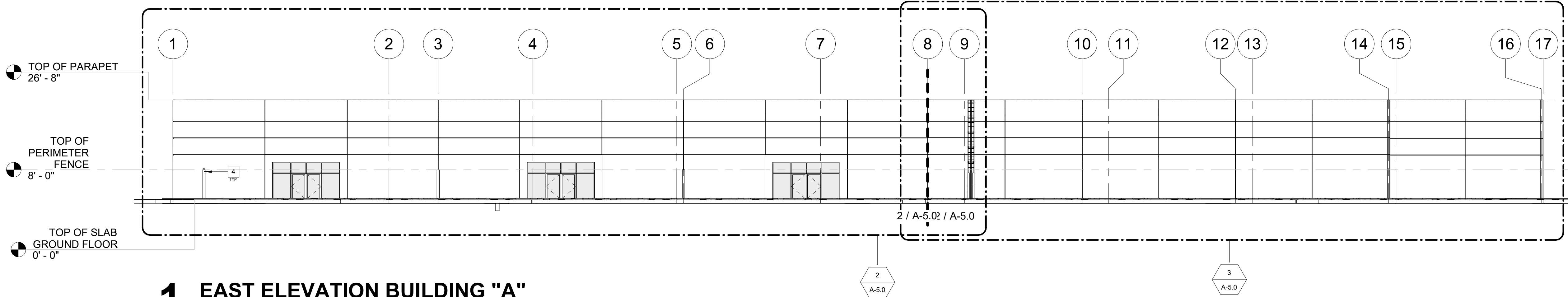
A-3.0

SITE PLAN SUBMITTAL



1 OVERALL MEZZANINE FLOOR PLAN

SCALE: 1" = 20'-0"

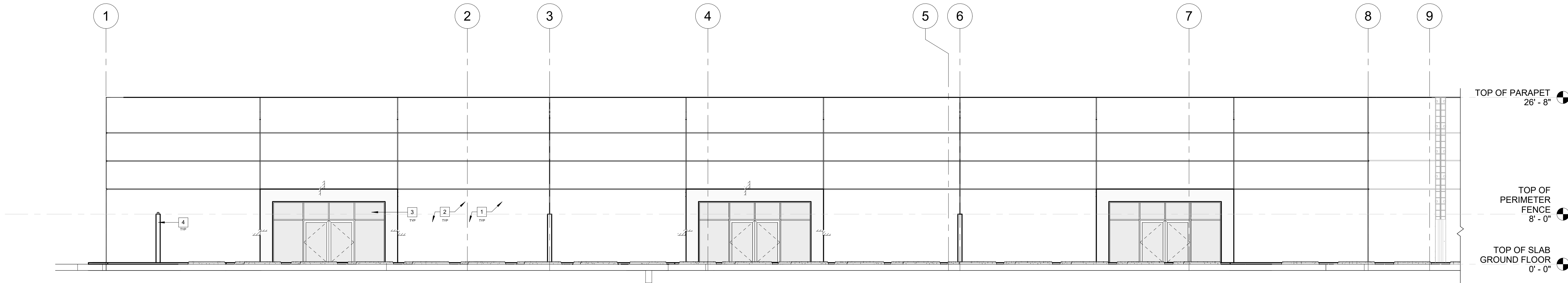


1 EAST ELEVATION BUILDING "A"
SCALE: 1/16" = 1'-0"

ELEVATION KEY NOTES

- 1 TILT-UP PANEL WITH SMOOTH TEX-COTE FINISH
- 2 ALL WALLS SHALL RECEIVE PAINT (COLOR BLACK FROM SERWIN WILLIAMS)
- 3 IMPACT RATED ALUMINUM STORE SYSTEMS WITH CLEAR ANNOODIZE FRAMES
- 4 PROPOSED CMU PERIMETER FENCE WITH SMOOTH STUCCO FINISH.

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2 EAST ELEVATION BUILDING "A"
SCALE: 1/8" = 1'-0"

COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH, FLORIDA, 33445

DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030

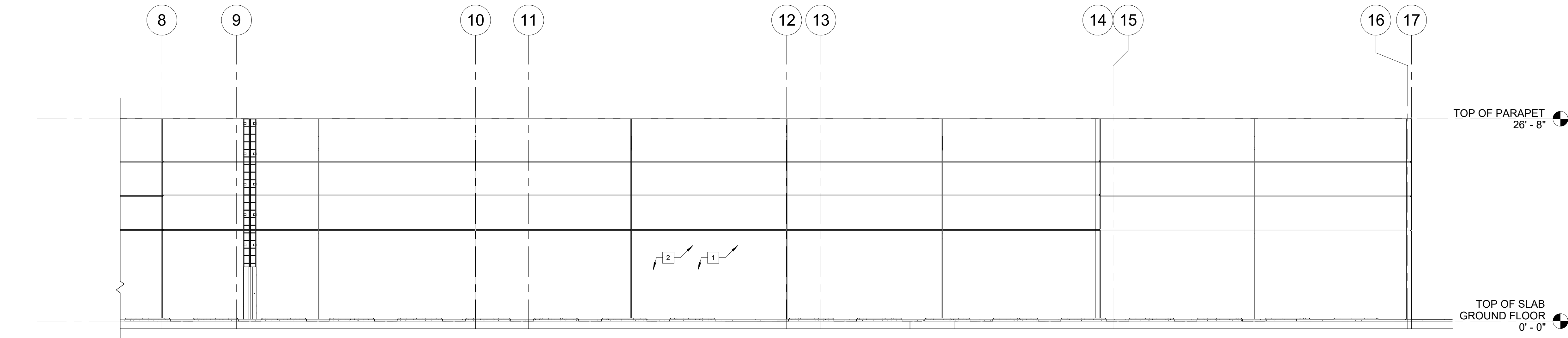
REVISIONS

JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	SEAL
---	------

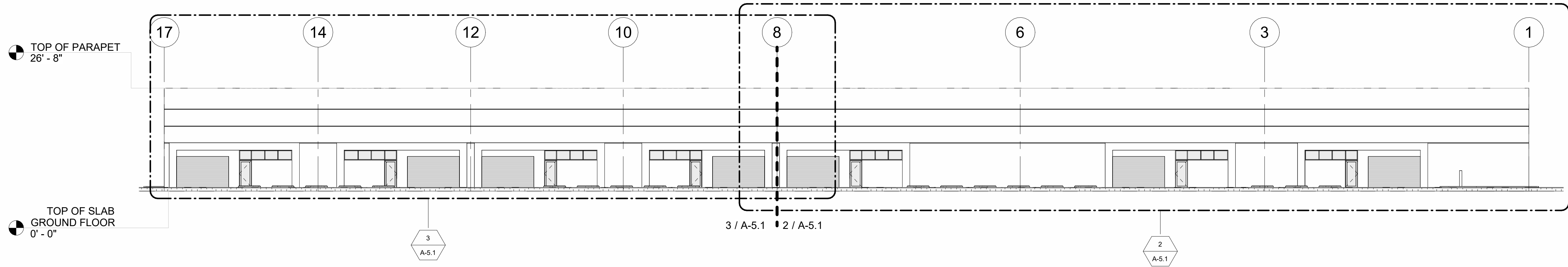
ELEVATIONS
BUILDING "A"

A-5.0

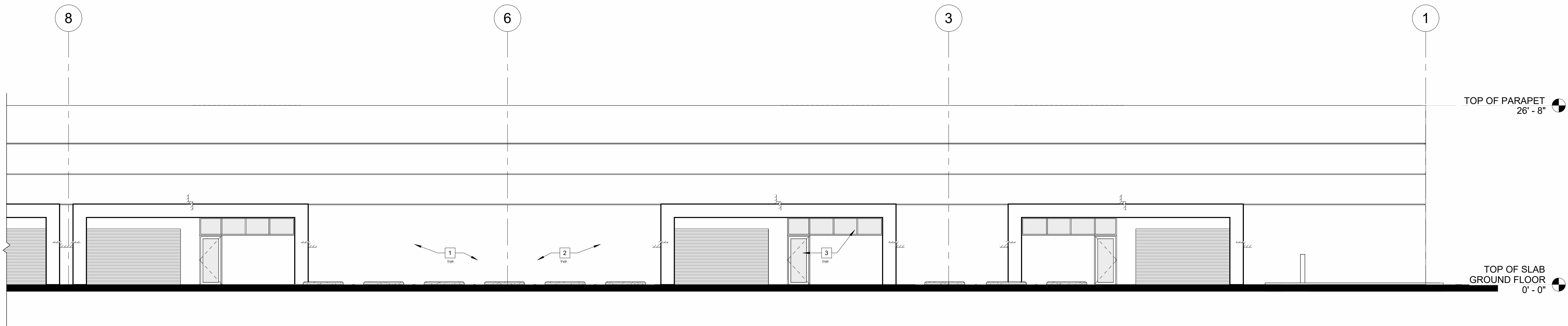
SITE PLAN SUBMITTAL



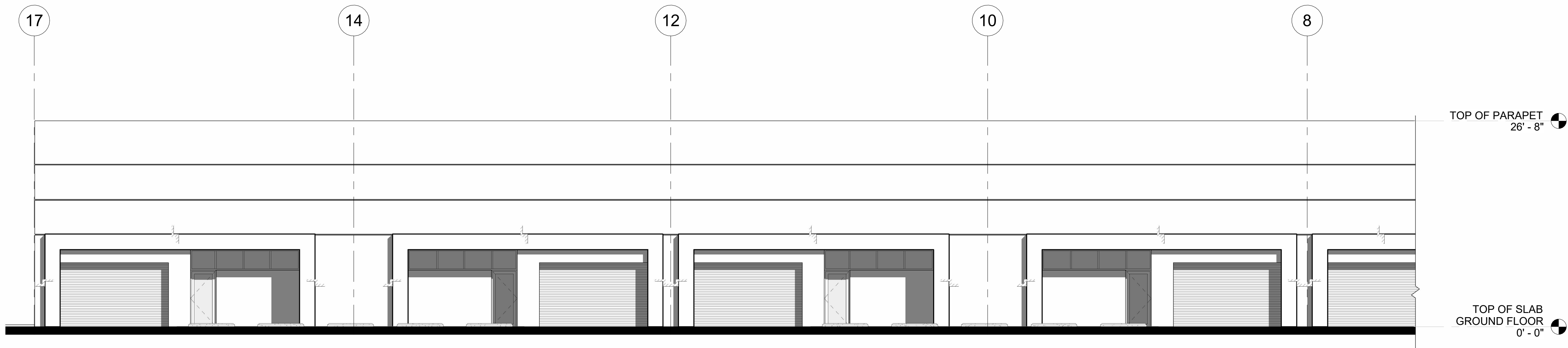
3 EAST ELEVATION BUILDING "A"
SCALE: 1/8" = 1'-0"



1 BUILDING "A" INTERIOR EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 BUILDING "A" INTERIOR EAST ELEVATION
SCALE: 1/8" = 1'-0"



3 BUILDING "A" INTERIOR EAST ELEVATION
SCALE: 1/8" = 1'-0"

DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030

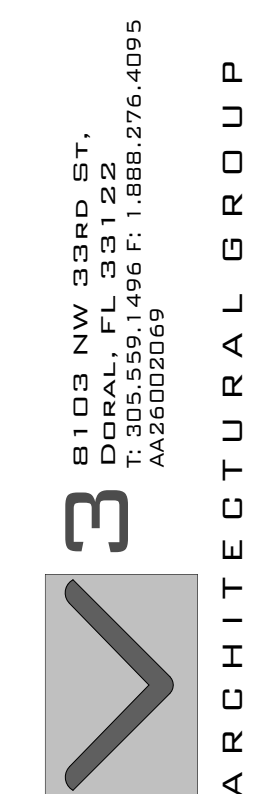
REVISIONS	

JOSÉ A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	●	SEAL
---	---	------

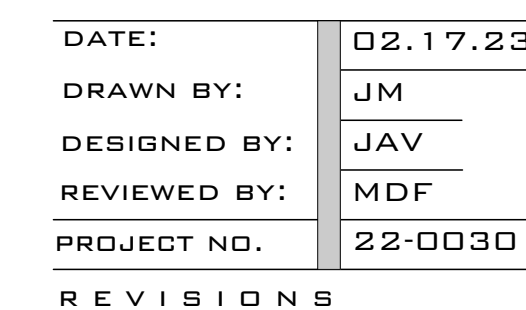
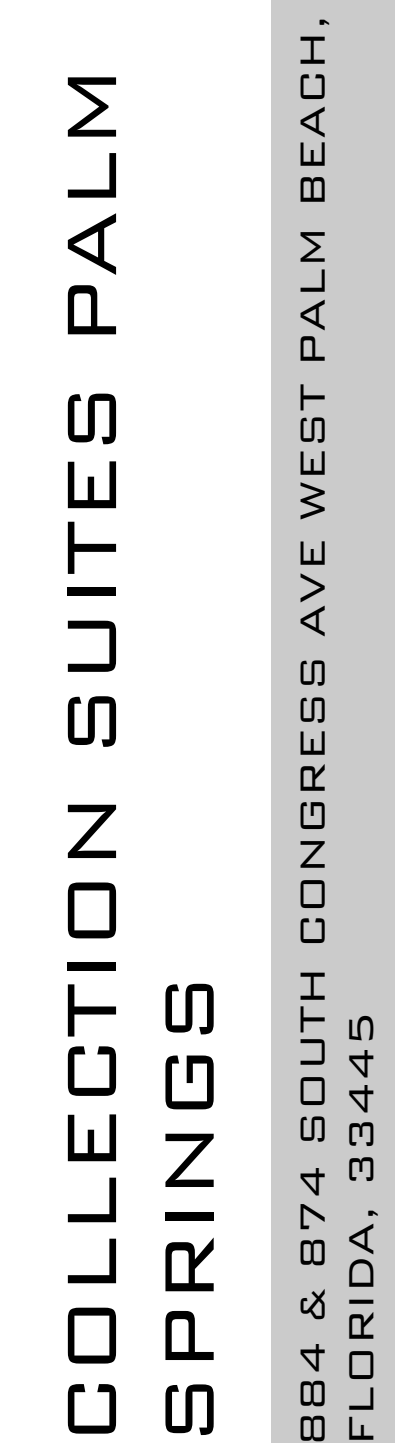
INTERIOR ELEVATIONS
BUILDING "A"

A-5.1

SITE PLAN SUBMITTAL



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R E V I S I O N S	

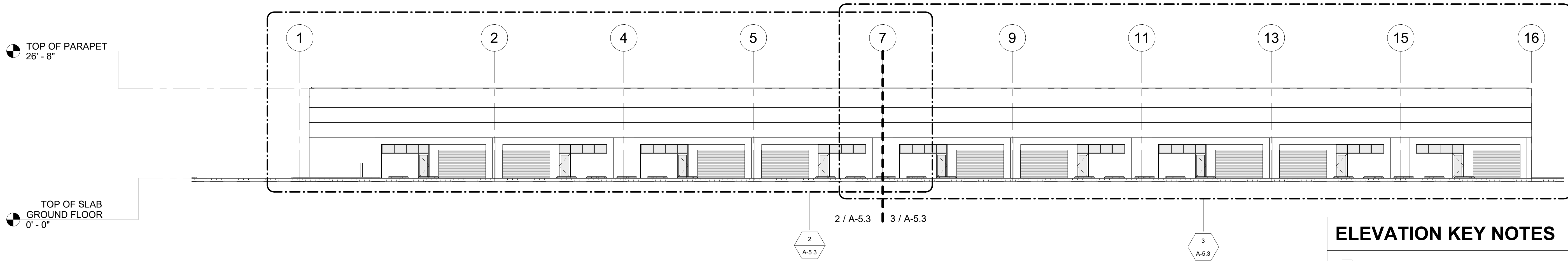
JUDGE A. VIDAL AR 94535	
MANUEL D. FERNANDEZ	●
AR 95601	

SEAL

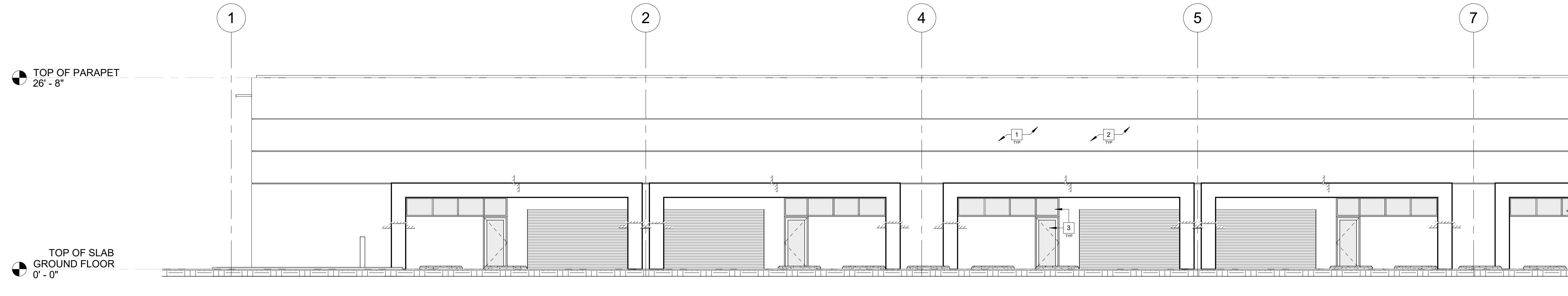
ELEVATIONS BUILDING "B"

A-5.2

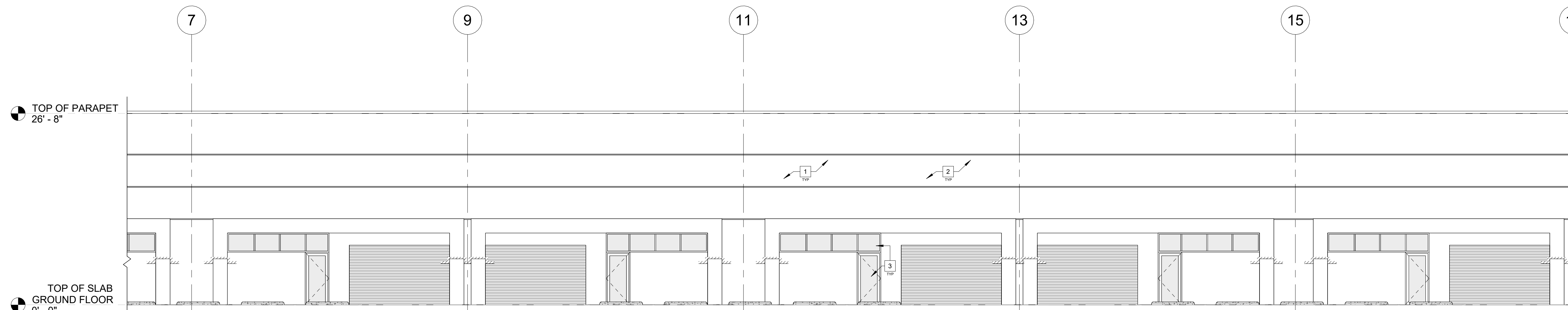
SITE PLAN SUBMITTAL



1 INTERIOR EAST ELEVATION BUILDING "B"
SCALE: 1/16" = 1'-0"



2 INTERIOR EAST ELEVATION BUILDING "B"
SCALE: 1/8" = 1'-0"



3 INTERIOR EAST ELEVATION BUILDING "B"
SCALE: 1/8" = 1'-0"

DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030

REVISIONS

JOSE A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	●	SEAL
---	---	------

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COLLECTION SUITES PALM
SPRINGS
884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030

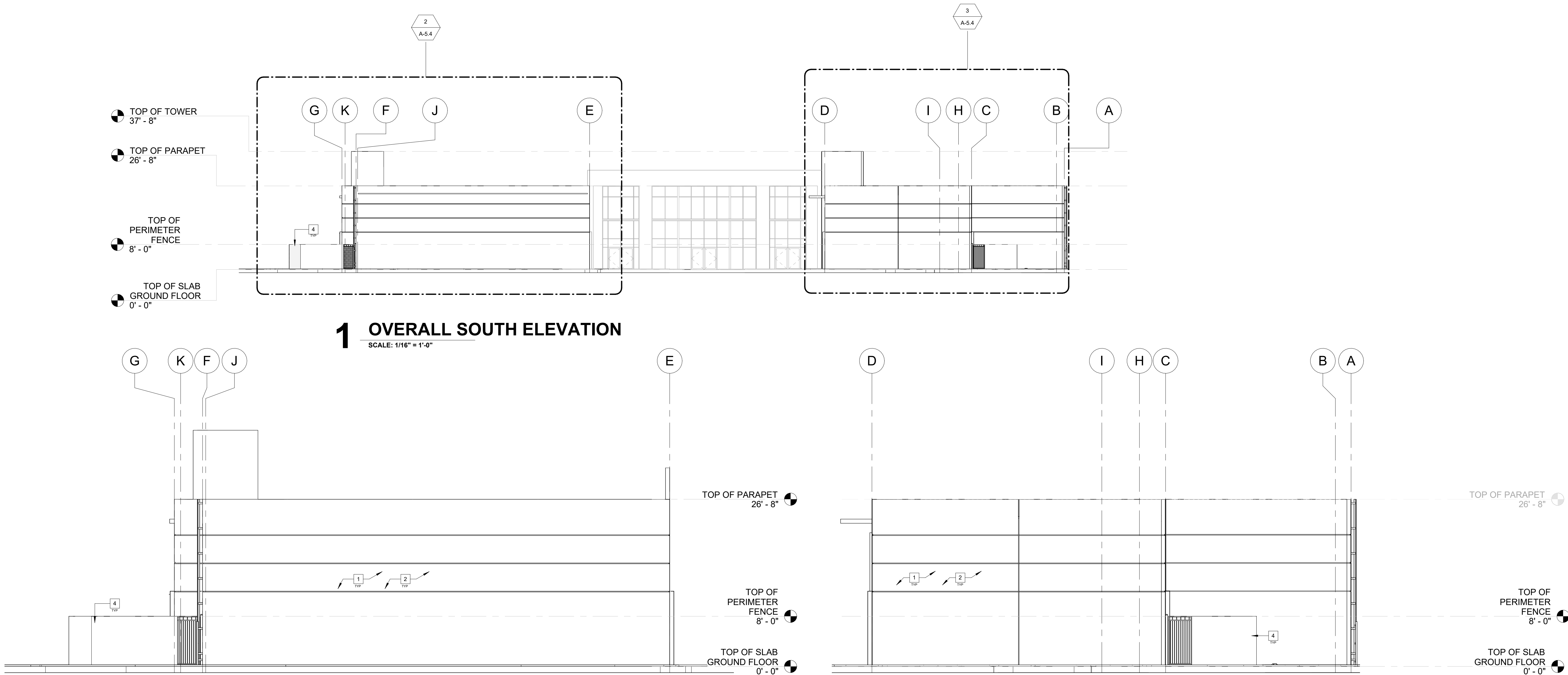
REVISIONS	

JOSÉ A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	●	SEAL
---	---	------

ELEVATIONS BUILDING
"A" & "B"

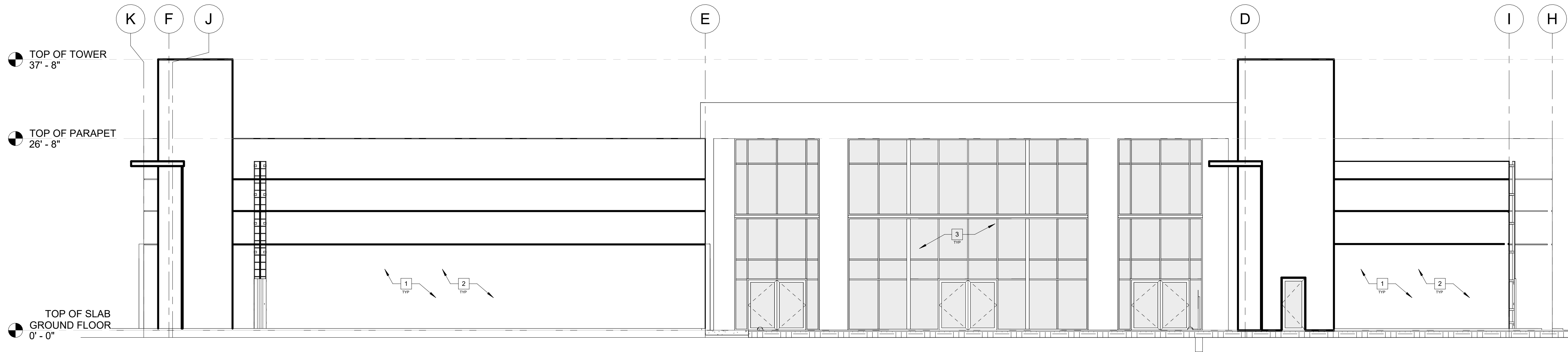
A-5.4

SITE PLAN SUBMITTAL

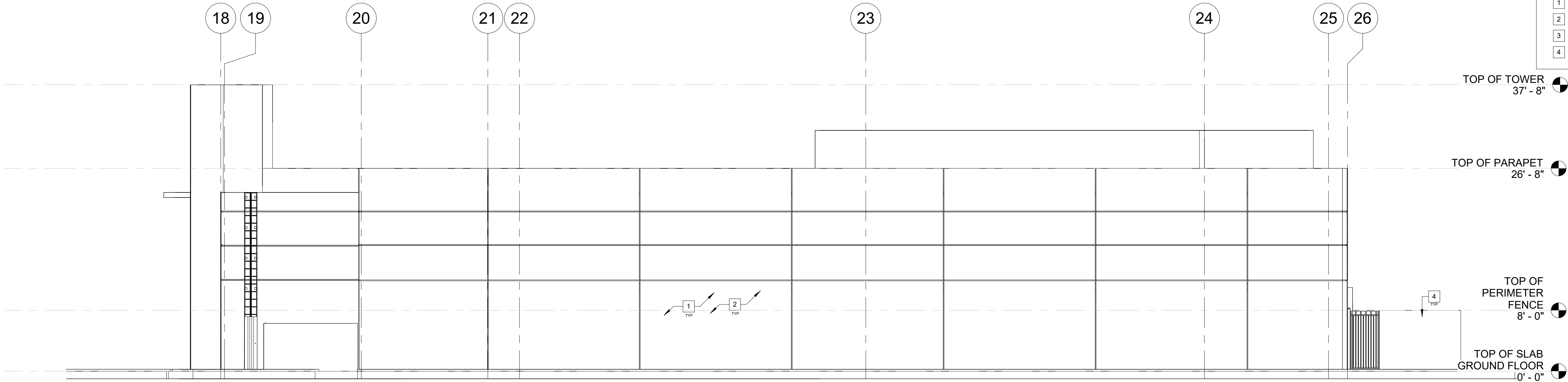




1 BUILDING "C" NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 BUILDING "C" SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



3 BUILDING "C" EAST ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

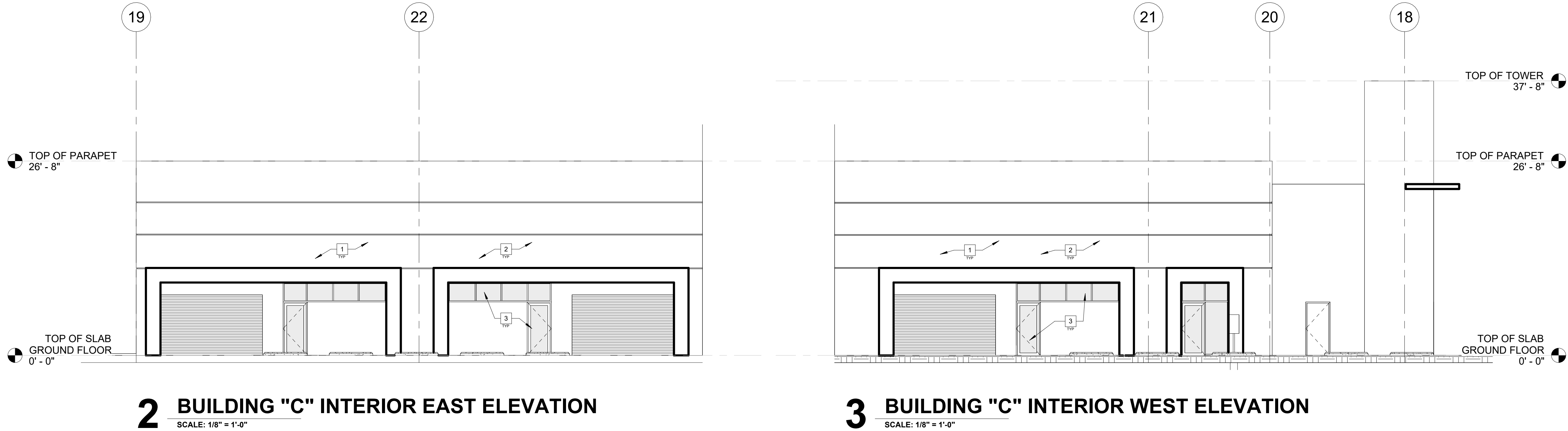
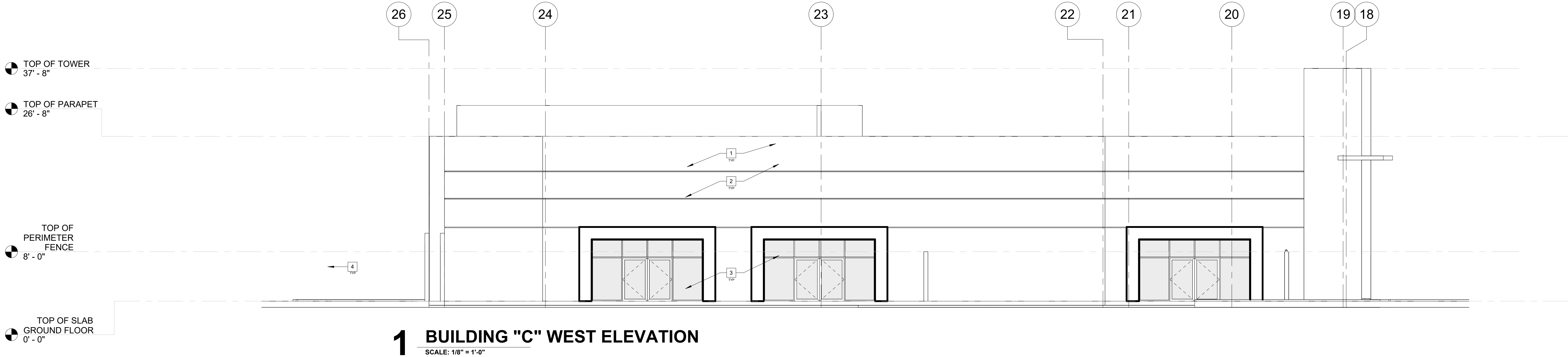
- 1 TILT-UP PANEL WITH SMOOTH TEX-COTE FINISH
- 2 ALL WALLS SHALL RECEIVE PAINT (COLOR BLACK FROM SERWIN WILLIAMS)
- 3 IMPACT RATED ALUMINUM STORE SYSTEMS WITH CLEAR ANNOIDIZE FRAMES
- 4 PROPOSED CMU PERIMETER FENCE WITH SMOOTH STUCCO FINISH.

DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030
R E V I S I O N S	

JOSÉ A. VIDAL AR 94535 MANUEL D. FERNANDEZ AR 95601	●	SEAL
ELEVATIONS BUILDING "C"		
A-5.5		
SITE PLAN SUBMITTAL		

**COLLECTION SUITES PALM
SPRINGS**
884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH,
FLORIDA, 33445

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ELEVATION KEY NOTES

- 1 TILT-UP PANEL WITH SMOOTH TEX-COTE FINISH
- 2 ALL WALLS SHALL RECEIVE PAINT (COLOR BLACK FROM SERWIN WILLIAMS)
- 3 IMPACT RATED ALUMINUM STORE SYSTEMS WITH CLEAR ANNOXIDIZE FRAMES
- 4 PROPOSED CMU PERIMETER FENCE WITH SMOOTH STUCCO FINISH.

COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE WEST PALM BEACH, FLORIDA, 33445

DATE:	02.17.23
DRAWN BY:	JM
DESIGNED BY:	JAV
REVIEWED BY:	MDF
PROJECT NO.	22-0030

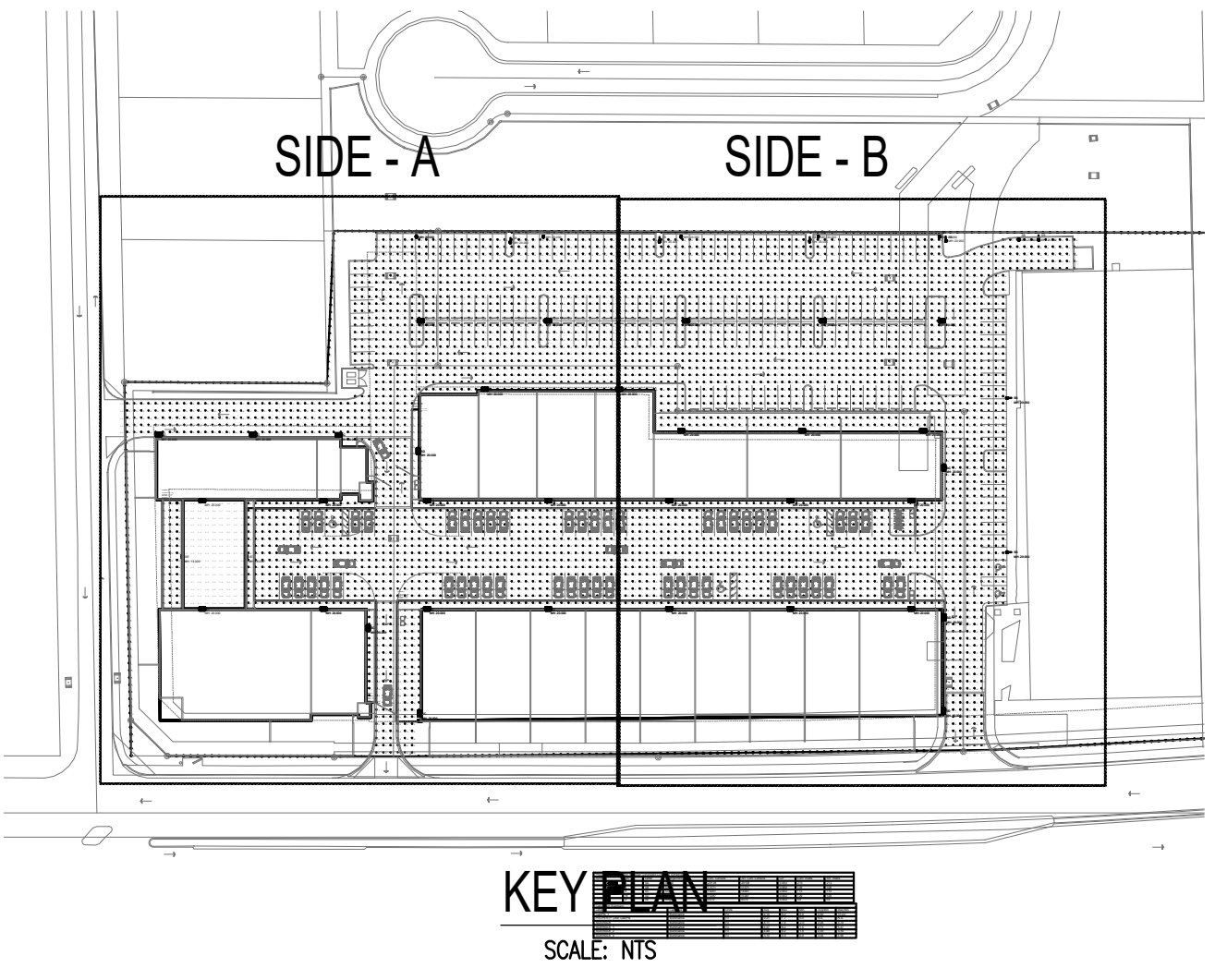
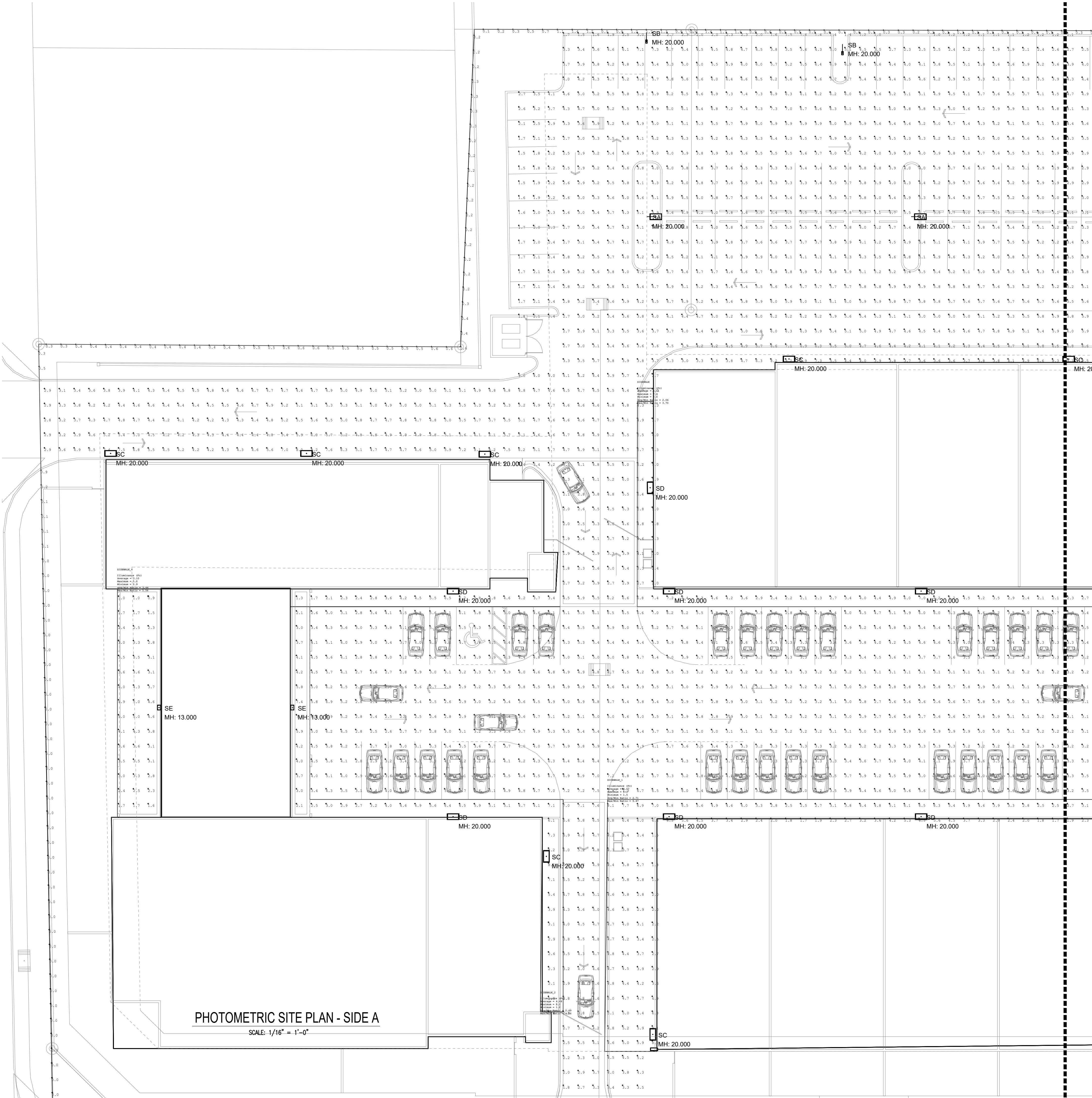
R E V I S I O N S	

JOSE A. VIDAL AR 94535	●	SEAL
MANUEL D. FERNANDEZ AR 95601		

ELEVATIONS BUILDING "C"

A-5.6

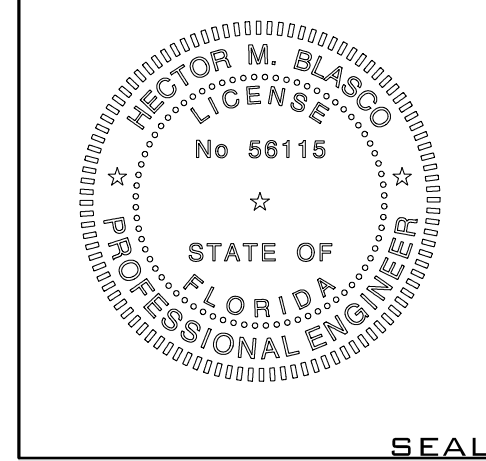
SITE PLAN SUBMITTAL



COLLECTION SUITES PALM SPRINGS
884 & 874 SOUTH CONGRESS AVE
WEST PALM BEACH, FLORIDA, 33445

DATE:	11.23.22
DESIGNED BY:	JAV
DRAWN BY:	ABA
REVIEWED BY:	22-122
PROJECT NO.:	21-0030

REVISIONS		
1	12-12-2022	BDC
2	1-04-2023	BDC
3	1-16-2023	BDC





HMB ENGINEERING
SERVICES P.A.
CA 28443
Hector M. Blasco P.E.
Reg#58115
15374 SW 14 Lane
Miami FL 33194
Phone: 786-586-6284

E-1A

SITE PLAN SUBMITTAL

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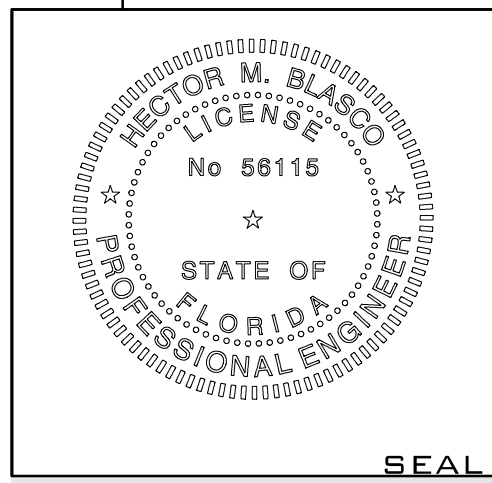
COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE

WEST PALM BEACH, FLORIDA, 33445

DATE:	11.23.22
DESIGNED BY:	JAV
DRAWN BY:	ABA
REVIEWED BY:	22-122
PROJECT NO.:	21-0030

REVISIONS		
1	12-12-2022	BDC
2	1-04-2023	BDC
3	1-16-2023	BDC



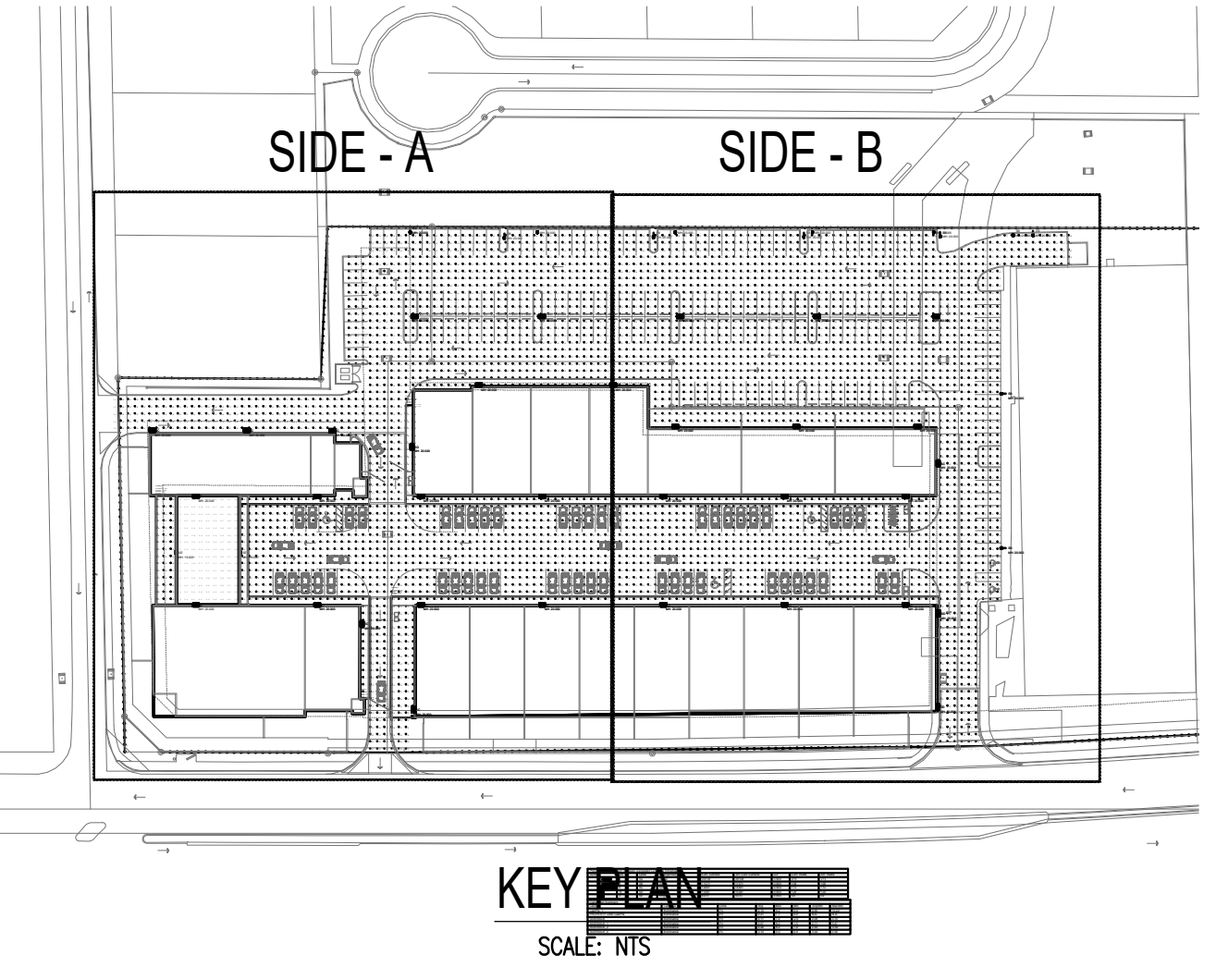
HMB ENGINEERING SERVICES P.A.
CA 28443
Hector M. Blasco P.E.
Reg#56115
15374 SW 14 Lane
Miami FL 33194
Phone: 786-586-6284

THE COLLECTION SUITES											
PALM SPRINGS, FLORIDA											
LIGHTING FIXTURE SCHEDULE											
TYPE	PHOTO / LINK	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	COLOR TEMP	WATTS	FINISH	DIMMING	MOUNTING	NOTES
SA		LED SITE LUMINAIRE	MCGRAW EDISON	GALN-SAC-740-U-SWD- BK / MA1008-BK	UNV	4000K	213	BLACK	N/A	3" POLE ROUND TAPERED ALUMINUM DIRECT BURIAL POLE	POLE IS PAINTED TO MATCH FIXTURE
SB		LED SITE LUMINAIRE	MCGRAW EDISON	GALN-SAC-740-U-SL2- BK / MA1008-BK	UNV	4000K	213	BLACK	N/A	3" POLE ROUND TAPERED ALUMINUM DIRECT BURIAL POLE	POLE IS PAINTED TO MATCH FIXTURE
SC		LED SITE LUMINAIRE	MCGRAW EDISON	GWC-SAC-740-U-SL2- BK	UNV	4000K	113	BLACK	N/A	WALL	
SD		LED SITE LUMINAIRE	MCGRAW EDISON	GWC-SAC-740-U-TFT- BK	UNV	4000K	113	BLACK	N/A	WALL	
SE		LED SITE LUMINAIRE	MCGRAW EDISON	GWC-SAC-740-U-SL2- BK	UNV	4000K	113	BLACK	N/A	WALL	
LIGHTING NOTES:											
1. CONTACT FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT GUS MACIAS @ LIGHTING DYNAMICS GMACIAS@LIGHTINGDYNAMICS OR PHONE: 305-345-7571											
2. SPECIFIC LIGHTING FIXTURES, SELECTED BY TYPE, PHOTOMETRIC PERFORMANCE, LIGHTING PATTERN, AND LUMEN OUTPUT, WERE USED IN THE ILLUMINATION DESIGN TO PRODUCE THE REQUIRED EFFECT AND ILLUMINATION. SUBSTITUTION OF THE LIGHT FIXTURES WILL RESULT IN DIFFERENT											
3. THE ABOVE FIXTURE SCHEDULE IS PREDICATED ON PERFORMANCE, SIZE LIMITATIONS, AND IS DESIGNED TO MEET CERTAIN AESTHETIC CRITERIA. ANY ALTERNATIVE SELECTIONS MUST SUBMIT THE FOLLOWING TO THE ARCHITECT FOR APPROVAL FIFTEEN (15) DAYS PRIOR TO BID DATE....											
3. IF THERE IS A DISCREPANCY BETWEEN A FIXTURE DESCRIPTION AND GENERAL NOTES, AND THE CATALOG NUMBER LISTED, THE FIXTURE DESCRIPTION AND GENERAL NOTES SHALL DICTATE.											
4. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ACTUAL CEILING CONSTRUCTION TYPE AS DEFINED ON THE ARCHITECTURAL DRAWINGS AND FURNISH ALL LUMINAIRES WITH THE CORRECT MOUNTING DEVICES WHETHER OR NOT SUCH VARIATIONS ARE INDICATED IN THE LUMINAIRE CATALOG											
5. ALL LUMINAIRES SHALL BEAR THE UL LISTING NUMBERS FROM A NATIONALLY RECOGNIZED TESTING LABORATORY											



Photometrics Calculation Software Generated Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Lum. Lumens	Arr. Lum. Lumens	LLF	Lum. Watts	Arr. Watts
	5	SA	Single	29108	29108	0.950	213	213
	8	SB	Single	11571	11571	0.950	108	108
	8	SC	Single	14461	14461	0.950	113	113
	18	SD	Single	15387	15387	0.950	129	129
	2	SE	Single	6370	6370	0.950	59	59

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
CalcPts_1	ILLUMINANCE	Fc	4.13	9.2	0.9	4.59
PROPERTY LINE CalcPts_2	ILLUMINANCE	Fc	0.67	3.0	0.0	N.A.
SIDEWALK	ILLUMINANCE	Fc	4.11	7.4	2.0	2.06
SIDEWALK_1	ILLUMINANCE	Fc	4.07	8.2	1.5	2.71
SIDEWALK_2	ILLUMINANCE	Fc	4.48	8.2	1.8	2.49
SIDEWALK_4	ILLUMINANCE	Fc	3.10	5.0	0.9	3.44

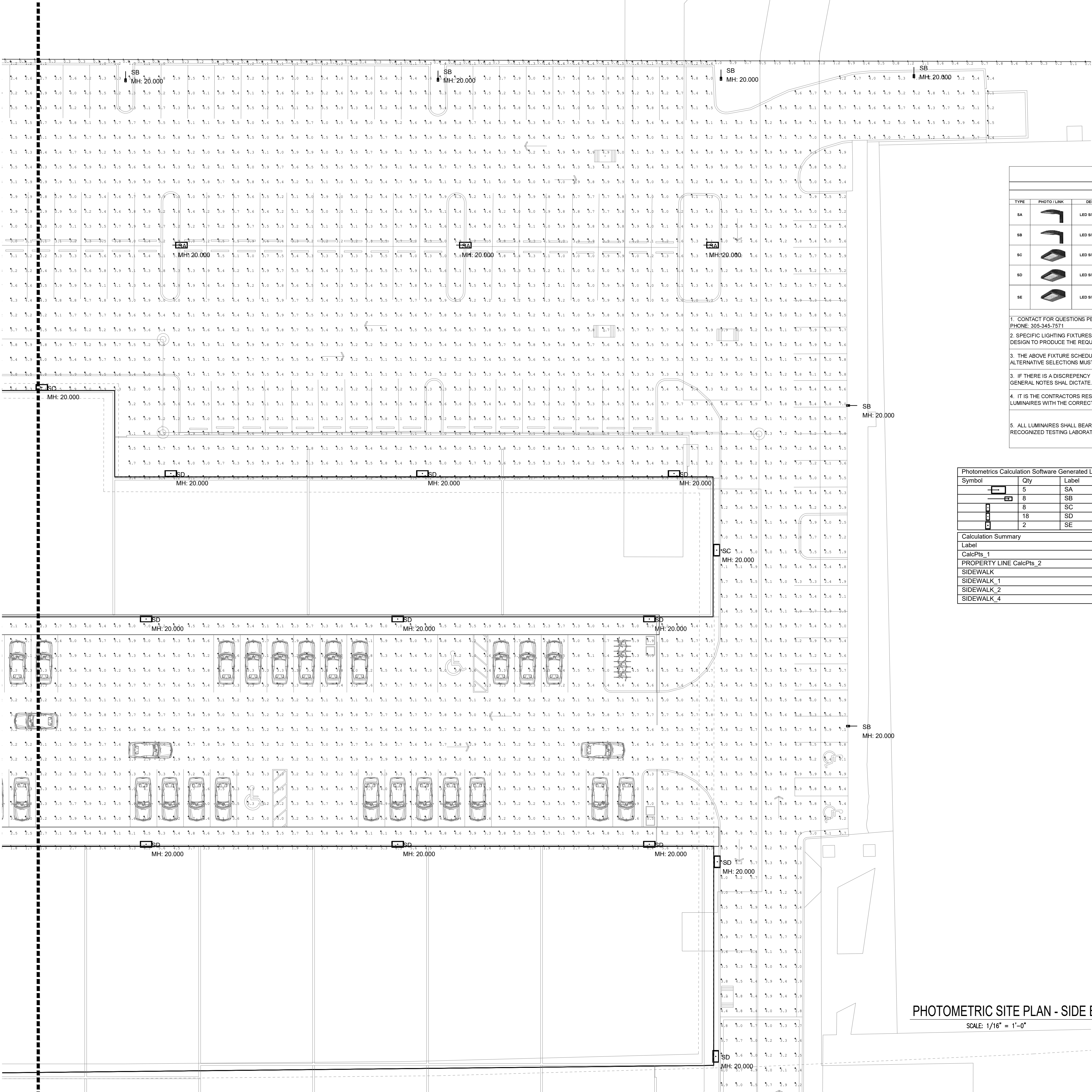


KEY PLAN

SCALE: NTS

PHOTOMETRIC SITE PLAN - SIDE B

SCALE: 1/16" = 1'-0"





EXISTING SITE PLAN/ AERIAL VIEW
SCALE: N.T.S

3 SITE VIEW/ PERSPECTIVE
SCALE: N.T.S



4 SITE VIEW/ PERSPECTIVE
SCALE: N.T.S



COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE

WEST PALM BEACH, FLORIDA, 33445

DATE:	01.18.23
DESIGNED BY:	JAV
DRAWN BY:	RP
REVIEWED BY:	MDF
PROJECT NO.	22-0030

REVISIONS	

JOSE A. VIDAL AR94535	●
MANUEL D. FERNANDEZ	
AR95601	
SEAL	

EXISTING SITE

A1.3

SITE PLAN SUBMITTAL



EXISTING SITE PLAN/ AERIAL VIEW
SCALE: N.T.S

5 SITE VIEW/ PERSPECTIVE
SCALE: N.T.S

6 SITE VIEW/ PERSPECTIVE
SCALE: N.T.S

COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE

WEST PALM BEACH, FLORIDA, 33445

DATE:	01.18.23
DESIGNED BY:	JAV
DRAWN BY:	RP
REVIEWED BY:	MDF
PROJECT NO.	22-0030

REVISIONS	

JOSE A. VIDAL/AR94555
NANUEL D.FERNANDEZ/AR95601

●

SEAL

EXISTING SITE

A1.4

SITE PLAN SUBMITTAL



January 9, 2023

Adam B. Kerr, P.E.
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor

Maria G. Marino
Dave Kerner
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

**RE: Collection Suites 2.0
Project #: 221211
Traffic Performance Standards (TPS) Review**

Dear Mr. Kerr:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated December 8, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	SEC of Holly Road and Congress Avenue
PCN:	70-43-44-05-25-003-0000/-002-0000
Access:	Two right-in/right-out access driveway connections onto Congress Avenue and one full access driveway connection onto Holly Road <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Luxury Vehicle Storage = 19 Units
New Daily Trips:	110
New Peak Hour Trips:	2 (2/0) AM; 11 (4/7) PM
Build-out:	December 31, 2027

Based on our review, the Traffic Division has determined the proposed development generates less than 20 peak hour trips; therefore, the project meets the TPS of Palm Beach County.

Please note an FDOT conceptual driveway pre-approval letter should be provided for the access connections onto Congress Avenue for the proposed land use.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

"An Equal Opportunity
Affirmative Action Employer"



Adam B. Kerr, P.E.
January 9, 2023
Page 2

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

A handwritten signature in blue ink, which appears to read "Hanane Akif".

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:qg
ec:

Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division

Collection Suites Palm Springs at 874, 884 & 964 Congress Ave. Site Plan

WR

Wesley Jolin R. <WJolin@pbcgov.org>

To:

- Christian Melendez Berrios

Cc:

- Iramis Cabrera
- Mon 12/12/2022 2:27 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

No fire rescue comments. I am routing the plans back to Palm Springs. Thank you.

Wesley Jolin, IAAI-CFI®

Fire Safety Specialist

Palm Beach County Fire Rescue

wjolin@pbcgov.org

561.233.2695

2300 North Jog Road: Suite 1E-40

West Palm Beach FL 33411

2nd Submittal - Collection Suites Palm Springs at 874, 884 & 964 S Congress Ave

TD

Turbet, Daniel <Daniel.Turbet@fpl.com>

To:

- Christian Melendez Berrios

Cc:

- Ramos, Nicholas <Nicholas.Ramos@fpl.com>;
- Facklam, Daniel <Daniel.Facklam@fpl.com>

Fri 12/30/2022 11:56 AM

LA-1.00.pdf

2 MB



LA-1.01.pdf

2 MB



2 attachments (4 MB) Save all to OneDrive - Village of Palm Springs, FL - GCC Download all

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Good afternoon Christian,

As long as no additional plants are added under or adjacent to the overhead lines along Congress Ave, FPL has no concerns based on the provided landscape plans.

Daniel Turbet

Customer Advisor

Florida Power and Light Company

ISA Certified Arborist FL-6552A

Cell: (561)945-3198

Daniel.turbet@fpl.com



13081 S. MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

Board of Supervisors
James M. Alderman
Stephen Bedner
Carrie P. Hill
Jeffrey P. Phipps, Sr.
John I. Whitworth III
Executive Director
Tommy B. Strowd, P.E.
District Counsel
Mark A. Perry, P.A.

December 12, 2022

Chris Meléndez
Planning, Zoning & Building Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461-1699

**Re: Collection Suites Palm Springs – Site Plan Review
874, 884 & 964 S Congress Ave
Circus Trix CPD, PB 126, PG. 189
NE Quad L-6 Canal & Congress Avenue
LWDD Canal No. L-6; LWDD Record No. RI-17-0023**

Dear Mr. Meléndez:

We are in receipt of your email notification dated November 30, 2022, with attached plans regarding the referenced project. LWDD has the following comments:

This application has been reviewed by Dave Bends; I can be reached at 561-819-5559 or dbends@lwdd.net. COMMENT

This project is located on the north side of the LWDD's L-6 Canal. COMMENT

Label & dimension "LWDD 10' Exclusive Easement, ORB 29824, PG 782" on all Plans.
CERTIFICATION ISSUE

Add a label for "LWDD L-6 Canal" on all plans. **CERTIFICATION ISSUE**

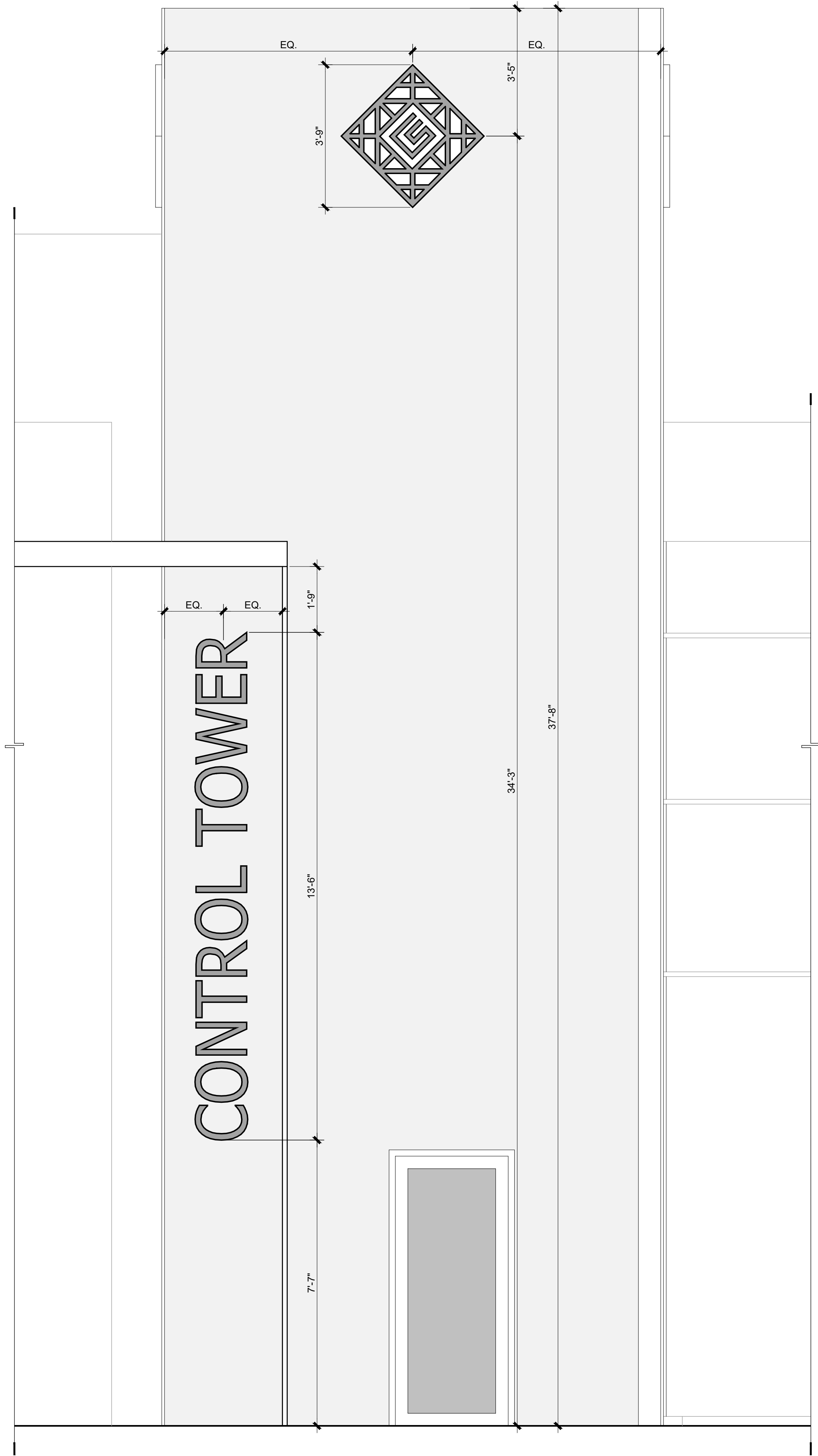
Sabal Palm Tree "37a" shown on the Existing Tree Deposition Plan located at the SW corner of the property and shall be removed or transplanted outside LWDD's 10' exclusive easement. The Table shown on Sheet LA1.01 shall be revised from "Remain" to "Remove" or "Transplant".
CERTIFICATION ISSUE

Lake Worth Drainage District objects to the certification of this petition until the aforesaid certification issues have been resolved. COMMENT

Sincerely,

A handwritten signature in black ink that reads "David A. Bends".

David Bends
Project Surveyor

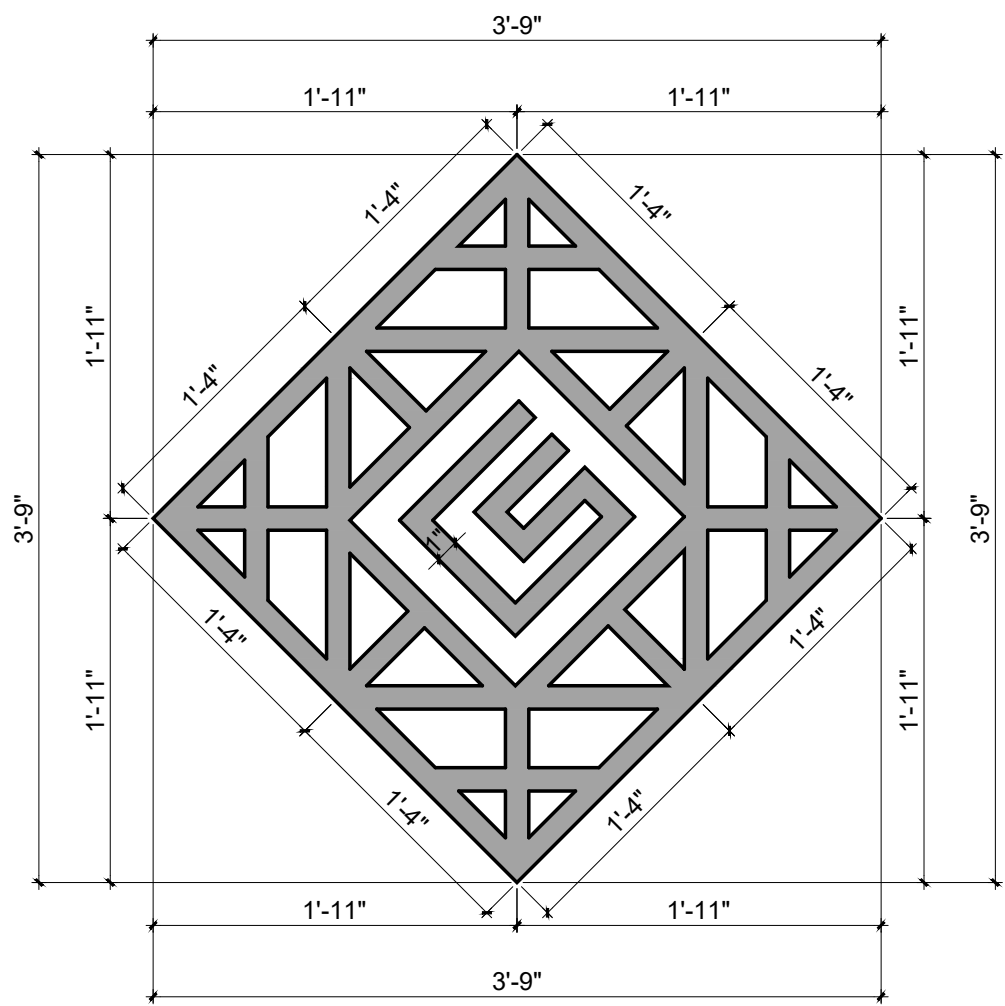


1 COLLECTION SUITES LOGO & SIGN/ ELEVATION
SCALE: 1/2" = 1'-0"

1'-5"
13'-6"
CONTROL TOWER

LOGO & SIGN AREA	
LOGO AREA:	
• SQUARE LOGO 2'-8" x 2'-8" =	7 S.F.
SIGN AREA:	
• RECTANGULAR SIGN 1'-5" x 13'-6" =	19 S.F.

2 COLLECTION SUITES SIGN
SCALE: 1" = 1'-0"



3 COLLECTION SUITES LOGO
SCALE: 1" = 1'-0"



4 LOGO/ SIGN RENDER
SCALE: N.T.S

COLLECTION SUITES PALM SPRINGS
884 & 874 SOUTH CONGRESS AVE
WEST PALM BEACH, FLORIDA, 33445

DATE:	12.15.22
DESIGNED BY:	JAV
DRAWN BY:	ABA
REVIEWED BY:	MDF
PROJECT NO.	22-0030

REVISIONS

JOSE A. VIDAL/AR94555 NANUEL D. FERNANDEZ/AR95601	●
--	---

SEAL
BUILDING
LOGO-SIGN

A1.7
SITE PLAN SUBMITTAL

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COLLECTION SUITES PALM SPRINGS
884 & 874 SOUTH CONGRESS AVE
WEST PALM BEACH, FLORIDA, 33445

DATE:	02.17.23
DESIGNED BY:	JAV
DRAWN BY:	RP
REVIEWED BY:	MDF
PROJECT NO.:	22-0030

REVISIONS

JOSE A. VIDAL AR9455	●
NASUET D. FERNANDEZ	
AR95601	

SEAL
EXTERIOR RENDERS
A6.0
SITE PLAN SUBMITTAL



3 EXTERIOR RENDER
SCALE: N.T.S



4 EXTERIOR RENDER
SCALE: N.T.S

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COLLECTION SUITES PALM SPRINGS
884 & 874 SOUTH CONGRESS AVE
WEST PALM BEACH, FLORIDA, 33445

DATE:	01.18.23
DESIGNED BY:	JAV
DRAWN BY:	RP
REVIEWED BY:	MDF
PROJECT NO.	22-0030

REVISIONS	

JOSE A. VIDAL/AR94555 NANUEL D.FERNANDEZ/AR95601	●
SEAL	

EXTERIOR
RENDERS

A6.1

SITE PLAN SUBMITTAL



1 EXTERIOR RENDER
SCALE: N.T.S



2 EXTERIOR RENDER
SCALE: N.T.S

COLLECTION SUITES PALM SPRINGS
884 & 874 SOUTH CONGRESS AVE
WEST PALM BEACH, FLORIDA, 33445

DATE:	12.15.22
DESIGNED BY:	JAV
DRAWN BY:	ABA
REVIEWED BY:	MDF
PROJECT NO.	22-0030

REVISIONS

JOSE A. VIDAL/AR94555	●
MANUEL D.FERNANDEZ/AR95601	

SEAL

EXTERIOR
RENDERS

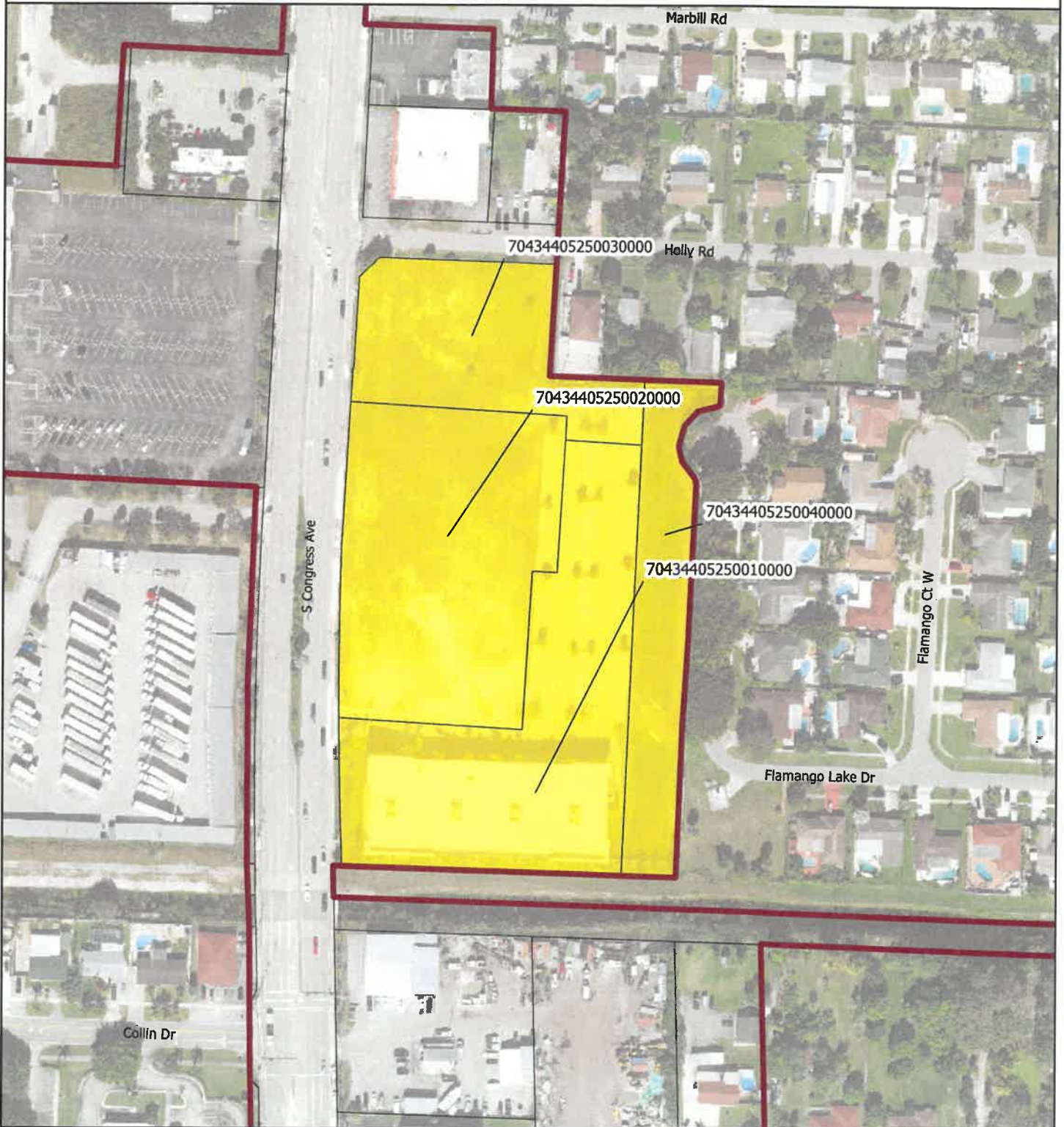
A6.0
SITE PLAN SUBMITTAL

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VILLAGE OF PALM SPRINGS

874, 884 and 964 S Congress Avenue



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 2/6/2023

When Printed on 8 1/2" x 11"

1 inch equals 200 feet

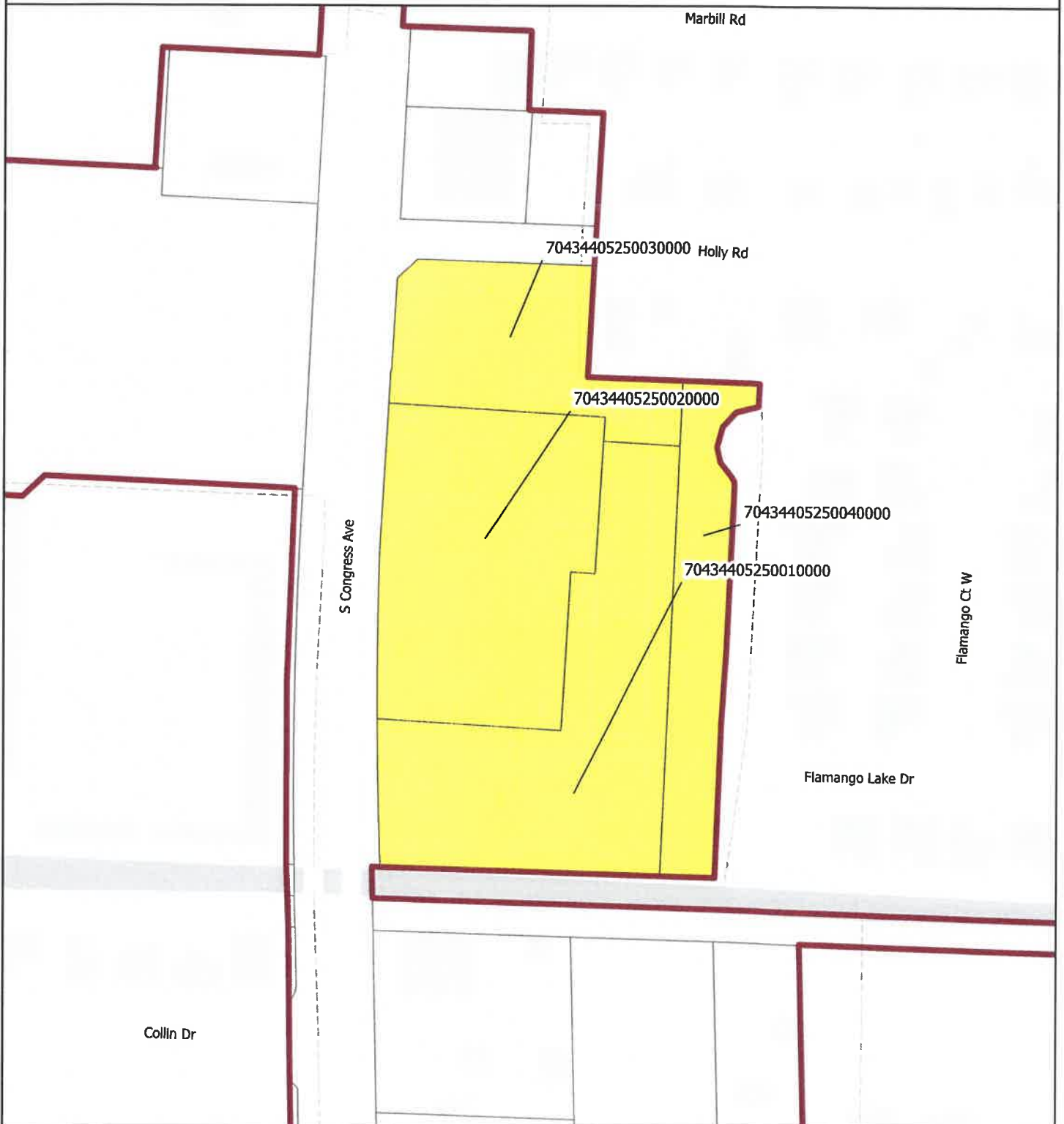


 Florida Technical Consultants



VILLAGE OF PALM SPRINGS

874, 884 and 964 S Congress Avenue



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 2/6/2023

When Printed on 8 1/2" x 11"

1 inch equals 200 feet

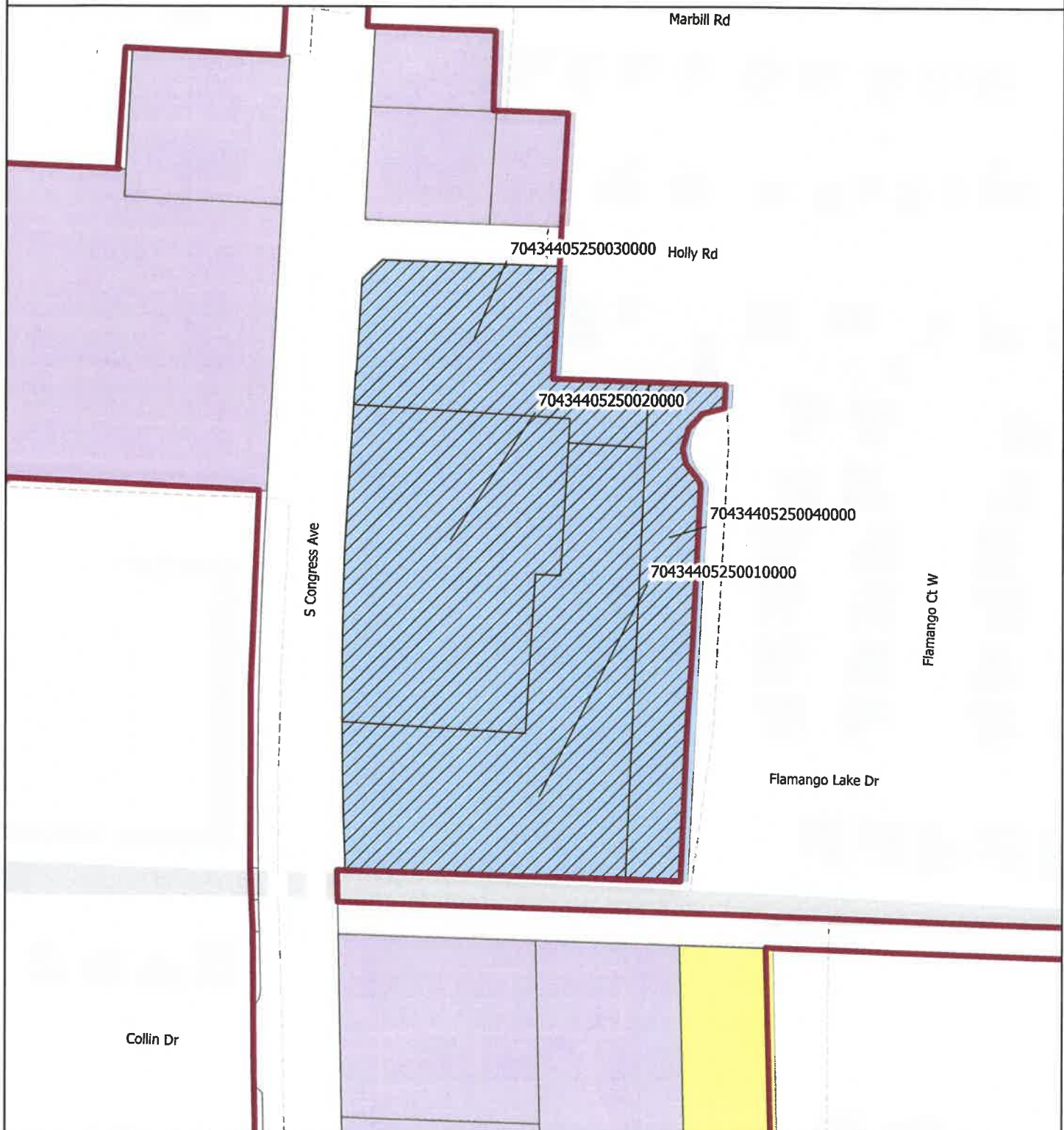


 Florida Technical Consultants



VILLAGE OF PALM SPRINGS

874, 884 and 964 S Congress Avenue



Legend

Proposed Landuse

Light Industrial

Landuse

Commercial

Low Density



Proposed Parcels



Parcels



Village Boundary

Date: 2/6/2023

When Printed on 8 1/2" x 11"

1 inch equals 200 feet



Florida Technical Consultants



VILLAGE OF PALM SPRINGS

874, 884 and 964 S Congress Avenue



Legend

Proposed Zoning

LI (Light Industrial)

Zoning

CG (Commercial General)

RM (Residential Multi-Family)



Proposed Parcels



Parcels



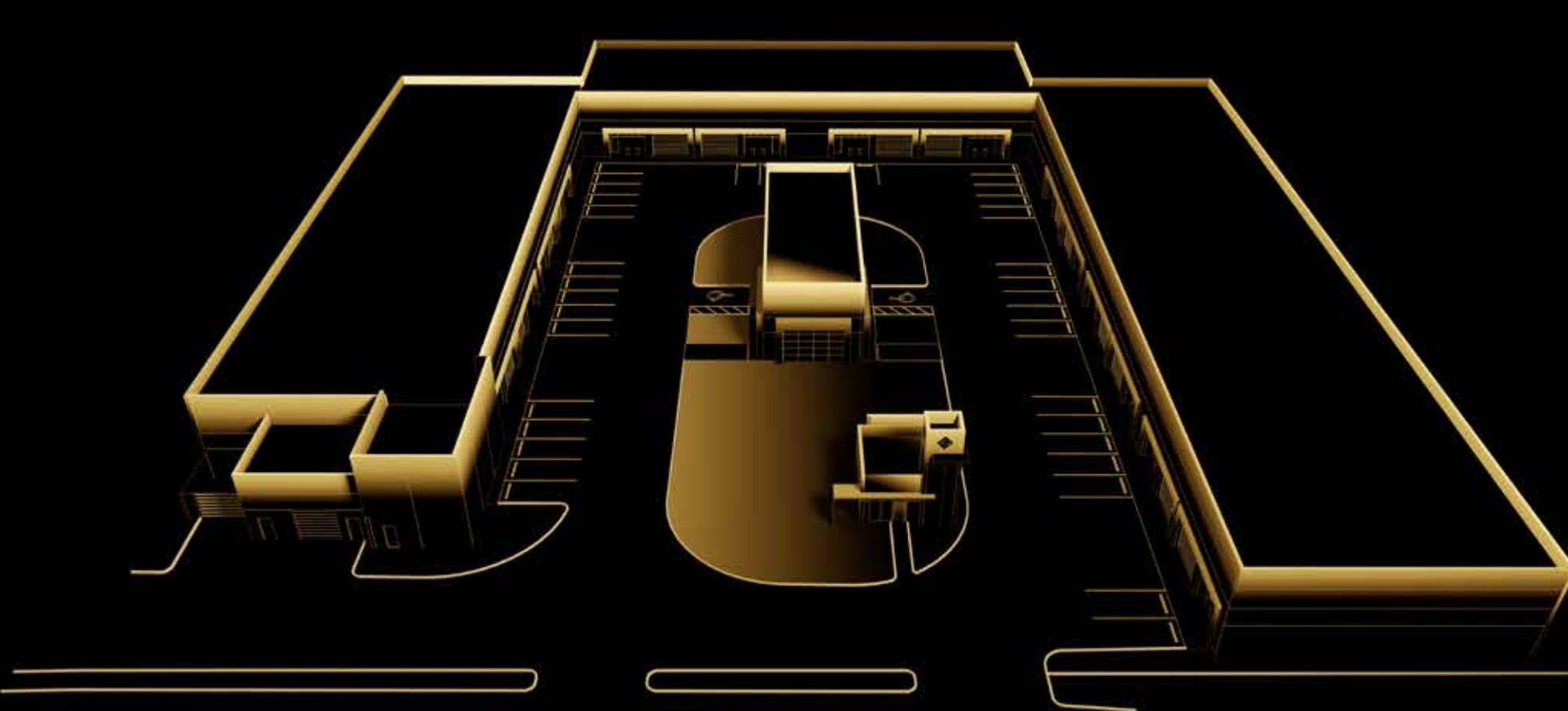
Village Boundary

Date: 2/6/2023

When Printed on 8 1/2" x 11"
1 inch equals 200 feet



Florida Technical Consultants



COLLECTION SUITES

2.0

LOADING...





A GROUND-BREAKING CONCEPT

Created by collectors for collectors, CollectionSuites is a private complex that harbors luxury storage suites that merge beautiful and functional spaces to store and enjoy your most prized possessions.

Each suite is uniquely designed to meet the modern collector's lifestyle, boasting luxury finishes, high-tech features, full automation, and premium concierge services.

Collection**Suites** 2.0

Our newest building will be located next to our existing premises and features 14 all-new luxury storage suites with state-of-the-art technology and amenities, spacious living spaces, and an entertainment clubhouse.

From exotic cars and rare art to fine wines, our gallery-like spaces are designed for you to protect and enjoy your valuable collections.





LUXURY STORAGE SUITES IN THE HEART OF MIAMI

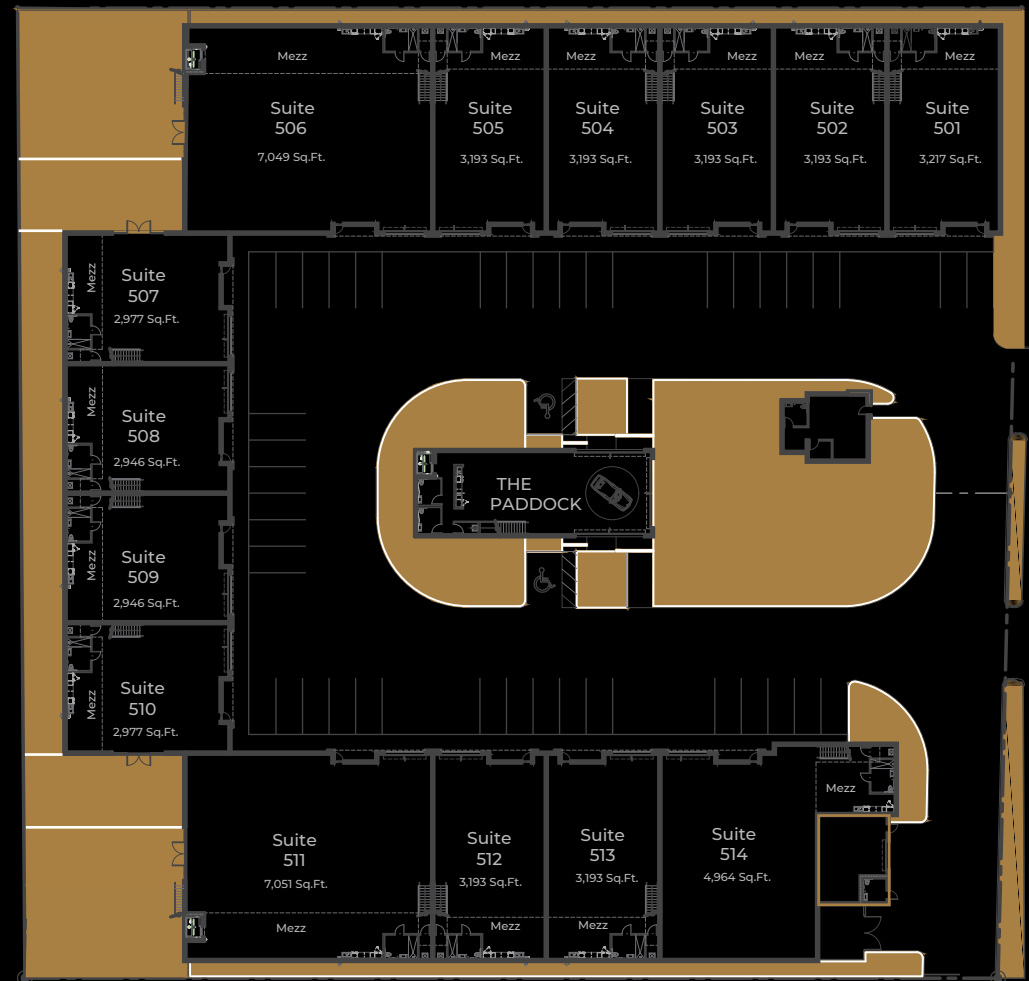
Our new suites range from 3,000 sq.ft. to 7,000 sq.ft. and are fully customizable. Every space boasts a mezzanine from 500 sq.ft. to 1,200 sq.ft., a kitchenette, a wine cellar, state-of-the-art entertainment and technology features, VIP concierge services and much more.





The Paddock

Our new development will bring to life The Paddock: an entertainment clubhouse designed for our exclusive community of collectors. The two-story project features a bar and TV area to watch the games and races, gym, pool and foosball tables, and a racing simulator for your much-needed dose of excitement.

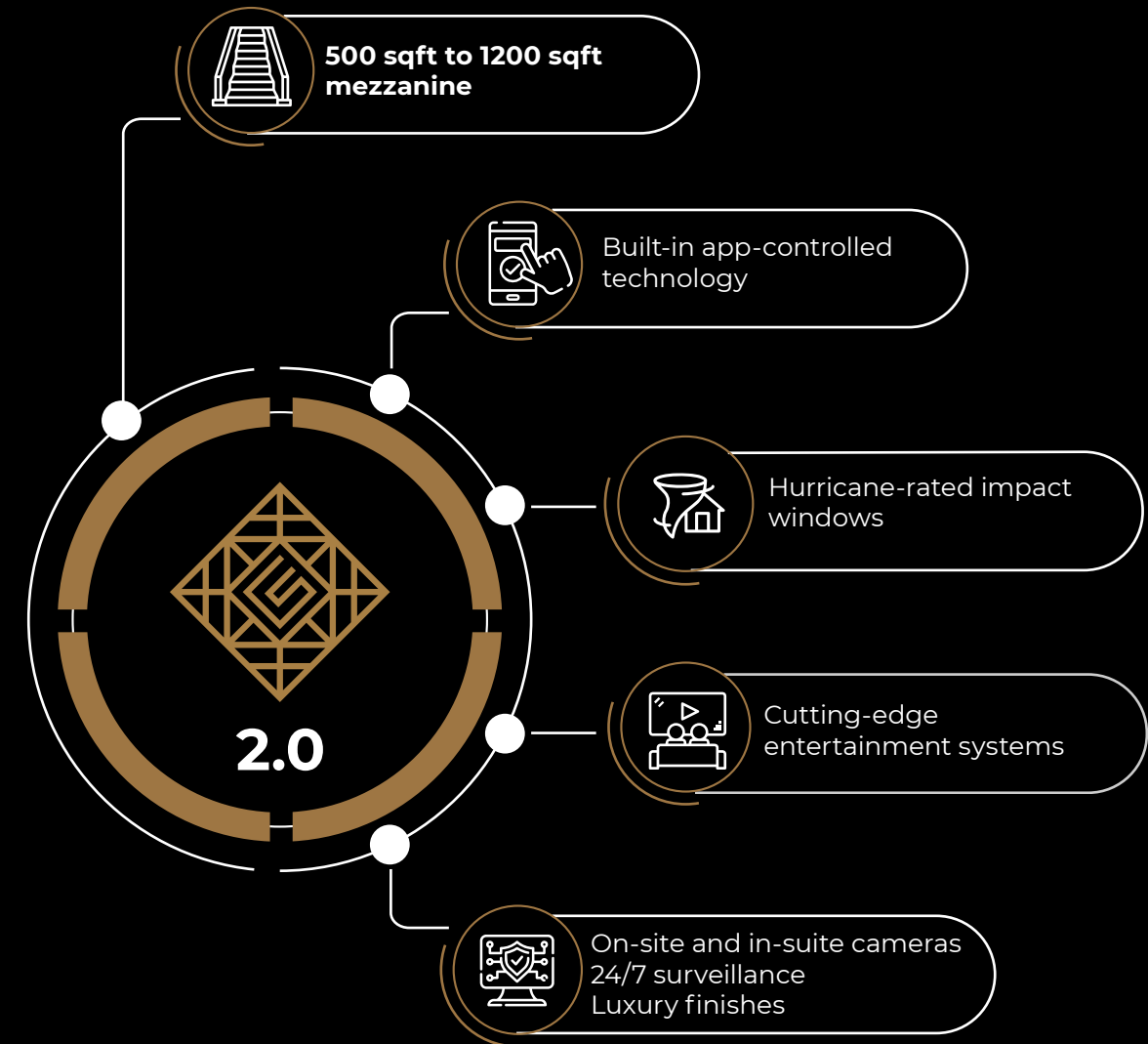


CollectionSuites provides a functional solution for collectors with our storage spaces, while simultaneously creating a community built on passion and innovation. Here, owners come together to share their love of cars and collectibles and immerse themselves in their passion for the timeless.

INNOVATIVE

SECURE

EXCLUSIVE





A LIKE-MINDED COMMUNITY

Beyond developing a luxury storage space, we set out to create an unparalleled community for collectors. For Juan Manuel Fayen and the team, the goal has always been to connect like-minded individuals fueled by a passion for the timeless.

From wine enthusiasts and art procurers to car aficionados, the complex serves as a safe haven to store collections, and the ultimate oasis for the collector. CollectionSuites hosts a series of in-house and off-site events including, art expos, auto racing, fundraisers, and other curated gatherings for the owners-only community.



COLLECTION **SUITES**

Collection-suites.com

+1.305.800.LUXE

contact@collection-suites.com

 [@collectionsuites](https://www.instagram.com/collectionsuites)





Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #28: Ordinance No. 2023-02 - Voluntary Annexation - 2873 Forest Hill Boulevard

SUMMARY: Pursuant to Village annexation objectives, discussions have been ongoing with the property owner regarding the benefits of annexation. The subject property proposed to be annexed is generally located east of South Congress Avenue, west of South Florida Mango Road, and on the north side of Forest Hill Boulevard.

The property owner, Mr. Geoffrey Jervis and Mr. Vito Monteleone, has requested voluntary annexation of their property into the Village of Palm Springs in accordance with Section 171.044, Florida Statutes.

The 0.3013 acre property is currently being developed with a 2,400 s.f. commercial building and the applicants have the intention of combining the property with two other properties and re-developing the property with a modern car wash facility in the near future. A proposed village land use and zoning designation will be assigned under a separate ordinance following the annexation process.

The Village Staff finds the annexation to be in compliance with Chapter 171, Florida Statutes, as the proposed annexation is compact and contiguous to the Village boundaries per statutory annexation criteria. The subject property is located within the Village's adopted future annexation area and is within the Palm Beach County utility service area. It is located adjacent to the Congress Avenue District of the Palm Springs CRA. The annexation will facilitate the assemblage of parcels and the redevelopment of the self-serve car wash property.

Palm Beach County issued a letter on February 7, 2023, indicating that there are no concerns with the annexation and that the proposed annexation is consistent with the Florida Statutes and policies in the County's Comprehensive Plan.

The Planning & Zoning Board considered the proposed annexation during their February 14, 2023 meeting and recommended approval.

Ordinance No. 2023-02 was advertised in the Lake Worth Herald on February 2, and March 2, 2023.

The proposed ordinance is being presented for 1st reading and, if approved, will be presented to the Village Council for consideration on the 2nd and final reading on April 13, 2023.

FISCAL IMPACT:

The assessed value of the property is \$323,468 and will contribute to the village's overall property value. If approved and constructed, it will further contribute to the village's overall property values.

ATTACHMENTS:

1. Proposed Ordinance No. 2023-02 - 2873 Forest Hill Boulevard - Annexation
2. Exhibit "A" Property Spreadsheet
3. Voluntary Annexation Application
4. Palm Beach County Annexation Information Sheet
5. PBC Letter Confirming County's Annexation Review Process
6. Aerial and Location Maps
7. Meadow Park Homeowners Signatures - Mint Eco Car Wash

ORDINANCE NO. 2023-02
(VOLUNTARY ANNEXATION)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING ONE PARCEL OF LAND, TOTALING 0.3013 ACRES, OWNED BY GEOFFREY JERVIS & VITO ("VIC") MONTELEONE; LOCATED AT 2873 FOREST HILL BOULEVARD, AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR AN AMENDMENT TO THE CORPORATE LIMITS OF THE VILLAGE OF PALM SPRINGS TO INCLUDE THE SUBJECT PROPERTY IN THE VILLAGE'S OFFICIAL BOUNDARAY MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, , Geoffrey Jervis & Vito ("Vic") Monteleone ("the Petitioner(s)") are the owners, of the property located at 2873 Forest Hill Boulevard, and more particularly described in **Exhibit "A"** ("the subject property"), attached hereto and made a part hereof ("the subject property"), and

WHEREAS, the Petitioners have by written petition requested the voluntary annexation of the subject property into the corporate limits of the Village of Palm Springs; and

WHEREAS, the subject property hereinafter described is reasonably compact and contiguous to the corporate limits of the Village of Palm Springs, thus making the said petition for annexation appropriate at this time; and

WHEREAS, the Village of Palm Springs has been authorized to annex lands in accordance with Section 171.044 of the Florida Statutes; and

WHEREAS, the Village of Palm Springs Planning & Zoning Board has held a duly authorized public hearing on **February 14, 2023** on the annexation petition and has recommended approval of same; and

WHEREAS, the Village Council, has considered the Petitioners' request for annexation and has also considered the recommendation of the Village staff and Planning and Zoning Board; and

WHEREAS, the Council of the Village of Palm Springs further finds that the proposed annexation of the subject property is in the best interest of the citizens of the Village of Palm Springs, and is in accordance with State and local law; and

WHEREAS, the Village Council has determined that granting the request for voluntary annexation serves a valid public purpose.

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

Section 1. Findings. The Village Council finds the above statements are true and correct, and serve as a basis for consideration of this ordinance; that said lands are contiguous and reasonably compact with the corporate limits of the Village of Palm Springs, create no enclaves, pockets or finger areas in serpentine patterns and otherwise meets all of the requirements set forth in section 171.043, Florida Statutes, for annexation. Further, the Village can effectively provide police, and sanitary services to said lands, all in compliance with the terms and requirements of Chapter 171, Florida Statutes, and the Village of Palm Springs Code.

Section 2. Annexation. The Village Council has determined that development of said lands upon annexation shall be in accordance with the regulatory requirements of Palm Beach County, until such time as the Village adopts a Comprehensive Land Use Plan amendment and it becomes effective. That the parcel of land more particularly described in **Exhibit "A"**, is hereby annexed into and shall be within the corporate limits of the Village of Palm Springs, Florida, and that same shall henceforth be a part of said

Village as if said lands were originally a part of the Village of Palm Springs.

Section 3. Directions to the Village Clerk. The Village Clerk is hereby authorized to cause the boundaries as to set forth in the Village Charter to be amended and codified. The Village Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, pursuant to Section 2.01, Village Charter, the Florida Department of State, and the Florida Department of Economic Opportunity.

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	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____ 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Exhibit “A”

Exhibit "A"

<u>OWNER NAME</u>	<u>PBC L/U</u>	<u>ZONING</u>	<u>ADDRESS</u>	<u>Street</u>	<u>PCN #</u>	<u>ACRES</u>	<u>Site Devl</u>	<u>Assd Value</u>	<u>FI Zone</u>	<u>Zip Code</u>
Geoffrey Jervis & Vito ("Vic") Monteleone	Commercial High -3	Commercial General	2873	Forest Hill Boulevard	00-434408150050061	0.3013	Commercial building 2,400 s.f.	\$323,468.00	X	33406

0.3013

\$323,468.00



APPLICATION FOR VOLUNTARY ANNEXATION

Property Owner(s)/Agent*: Geoffrey Jervis & Vito ("Vic") Monteleone

*If corporation or other business entity, the name of the officer or person who maintains authority to represent and execute application.

Address (Property Location): 2873 Forest Hill Blvd

Address (Correspondence)*: 4121 Northlake Blvd Ste A, Palm Beach Gardens, FL, 33410

*All agendas, letters, and other materials will be mailed.

Property Tax #*: See Attached Survey

*May attached legal description as separate sheet.

Existing Use: Commercial Estimated Household population/occupancy: 7 employees

PBC Land Use: Commercial PBC Zoning: CG General Commercial

OWNER'S AUTHORIZATION

Under the provisions for Voluntary Annexation, Florida Statutes 171.044, requires that the application for annexation must bear the signature of the owner/agent of the property. The authority authorizing a person other than the owner to sign the application must be attached and accompany this application (refer to attached affidavit).

It is understood by the property owner/agent that by signing this agreement is hereby providing written consent to the Stormwater Management Assessment and any other Assessment Fees levied by the Village pursuant to its ordinances and Florida Statutes, Chapters 170 and 197. This consent is a written covenant running with the land. This agreement shall be recorded in the Public Records of Palm Beach County, Florida. The property owner/agent and all subsequent transferees, grantees, heirs, successors, and assigns of the property owner shall be bound by this written consent to the Stormwater Management Assessment Fees levies by the Village pursuant to its ordinances and Florida Statutes, Chapters 170 and 197.

The property owner/agent agrees that this Application for Voluntary Annexation into the Village of Palm Springs shall be irrevocable by the property owner/agent, their heirs and assigns, and it shall be binding on any future assigns and/or purchasers. It is the property owner's/agent's intent that this Application for Voluntary Annexation shall be binding on all successor title holders of said property.

Owner/Agent: Geoffrey Jervis

Printed

Signature

Owner/Agent: Vito ("Vic") Monteleone

Printed

Signature

Street Address: 316 SOUTHERN BOULEVARD

West Palm Beach, FL, 33405

316 SOUTHERN BOULEVARD

Street Address

West Palm Beach, FL, 33405

City, State, Zip Code

917-547-4801

Telephone #

Fax #

City, State, Zip Code

412-670-8558

Telephone #

Fax #

geoff.jervis@mintecocarwash.com

Email Address

vic.monteleone@mintecocarwash.com

Email Address

STATE OF Florida, COUNTY OF Palm Beach **NOTARY**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of November, 2022 by Geoffrey Jarvis & Vito Montekone, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement 

Name of officer taking acknowledgement--typed, printed or stamped Alexandra Pattee

Title or rank Notary Public Serial number HH291432

Voluntary Annexation form 10-14-2022



ALEXANDRA PATTEE
Notary Public
State of Florida
Comm# HH291432
Expires 7/24/2026

**Palm Beach County
Annexation Information Sheet**

Please submit the following information regarding each proposed annexation:

Annexation Name	Geoffrey Jervis & Vito (“Vic”) Monteleone-Voluntary Annexation
Annexation Type	Voluntary
Acres	0.3013 acres (1 parcels)
Location	2873 Forest Hill Boulevard
Existing Use	Tire sales
Proposed Use	Car wash
County Future Land Use	Commercial High-3
County Zoning	Commercial General
City Future Land Use	Commercial
City Zoning	Commercial General
First Reading (<i>if known</i>)	March 9, 2023
Second Reading (<i>if known</i>)	April 13, 2023
Ordinance Num. (<i>if known</i>)	Ord No. 2023-02
Location Map	(Attached)
Parcel Control Number	00434408150050061



**Department of Planning,
Zoning & Building**

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Enforcement 233-5500
Contractors Certification 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbcgov.com/pzb

**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor

Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



February 7, 2023

Iramis Cabrera
Planning, Zoning, & Building Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: Proposed Annexation Forest Hill Blvd #2873, 2023-70-001

Dear Ms. Cabrera:

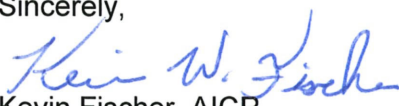
Thank you for providing the County advance notice and the opportunity to review the annexation summarized below.

Name	Description
Forest Hill Blvd #2873	Acres: 0.30
	Location: North side of Forest Hill Blvd, east of Congress Ave.
2023-70-001	1st Reading: 3/9/2023 2nd Reading: 4/13/2023

The proposed annexation was processed through the County's Annexation Review Process. County staff and service delivery agencies reviewed the proposed annexation. After review, County staff has not identified any inconsistencies with Chapter 171, Florida Statutes. There are no County owned and maintained roads affected by this annexation. The proposed annexation is located within the County's Urban Redevelopment Area (URA) and not in a Primary Redevelopment Area (PRA). The County Office of Community Revitalization (OCR) recommends that residents of the Meadow Park CCRT area be informed of the annexation. The Department of Engineering requests that the ultimate right-of-way plus expanded intersection be protected, as Forest Hill Boulevard has an ultimate right-of-way of 110 feet and sits within the expanded intersection of Forest Hill Boulevard and Congress Avenue. Also, please note that the property is a portion of two platted lots that may need to be legally combined.

The County remains consistent in our efforts to work cooperatively with municipalities toward annexation. Please contact the following staff for questions: URA, Ed Nessenthaler at 561-233-5328; OCR, Audley Reid at 561-233-5567; Engineering Department, Tammy Lee at 561-684-4012. For any other comments or questions, please contact me at 561-233-5467 or Khurshid Mohyuddin, Principal Planner, at 561-233-5351.

Sincerely,


Kevin Fischer, AICP
Planning Director

cc: The Honorable Michael A. Barnett, District 3 Commissioner Michael Bornstein, Village Manager, Palm Springs
Patrick Rutter, Assistant County Administrator Khurshid Mohyuddin, Principal Planner, PBC
Ramsay Bulkeley, Esq., PZ&B Executive Director Ed Nessenthaler, Senior Planner, PBC
Whitney Carroll, Esq., AICP, Deputy Director, PZ&B Audley Reid, Senior Planner, OCR PBC
Jeff Gagnon, AICP, Deputy Planning Director, PBC Tammy Lee, Engineering Dept., PBC
Darren Leiser, Assistant County Attorney



VILLAGE OF PALM SPRINGS

2873 Forest Hill Blvd Annexation



- Legend
- Proposed Parcel
 - Parcels
 - Village Boundary

Date: 11/17/2022
When Printed on 8 1/2" x 11"
1 inch equals 150 feet

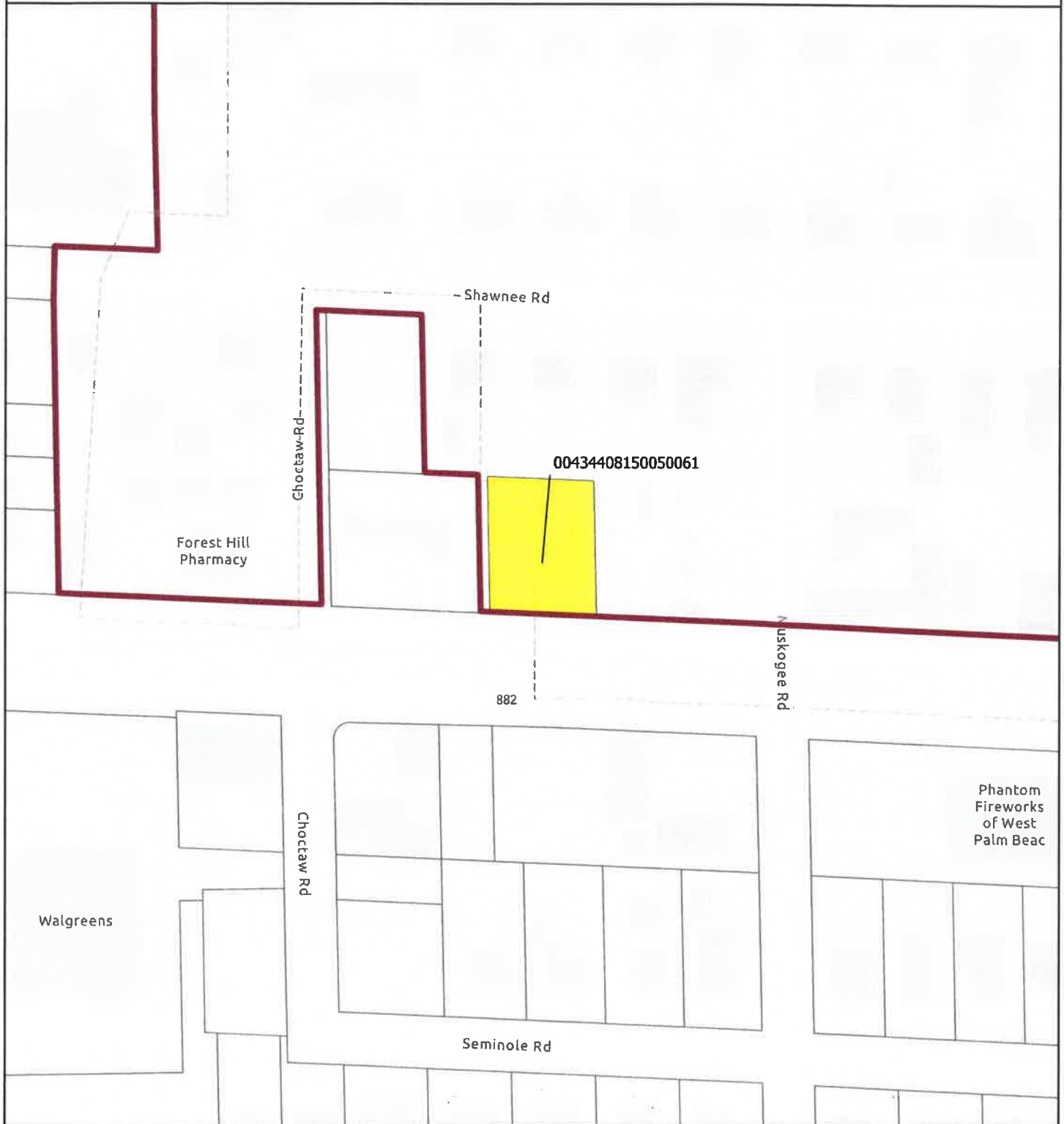


Florida Technical Consultants



VILLAGE OF PALM SPRINGS

2873 Forest Hill Blvd Annexation



Legend

- Proposed Parcel
- Parcels
- Village Boundary

Date: 11/17/2022

When Printed on 8 1/2" x 11"

1 inch equals 150 feet



Florida Technical Consultants

Do Not want Car Wash - Mint Etc
Built @ Shawnee Road, Choctaw Road,
Forest Hill Blvd.
Shawnee Road:

① Amanda Wilde

② Chris Bicki

③ Connie Sears

④ George Griffith

⑤ Karen Craig

⑥ Albert Craig

⑦ Olivia Lawless

⑧ 

⑨ Dan Lopez

⑩ 

⑪ Constance F. Georgie

⑫ 

⑬ Jane Nepil

Meadow Park Area -

Unincorporated PALM BEACH COUNTY

Historic - 1949

02/14/23

The below-signed residents of the Meadow Park subdivision, in unincorporated Palm Beach County, hereby declare that we are opposed to the expansion of the Eco Mint Car Wash, with exits of cars located on both Choctaw Road and Shawnee Road. We do not wish to have even more traffic on our neighborhood streets, as this will not be good for our neighborhood, nor will it be safe for our children and pets.

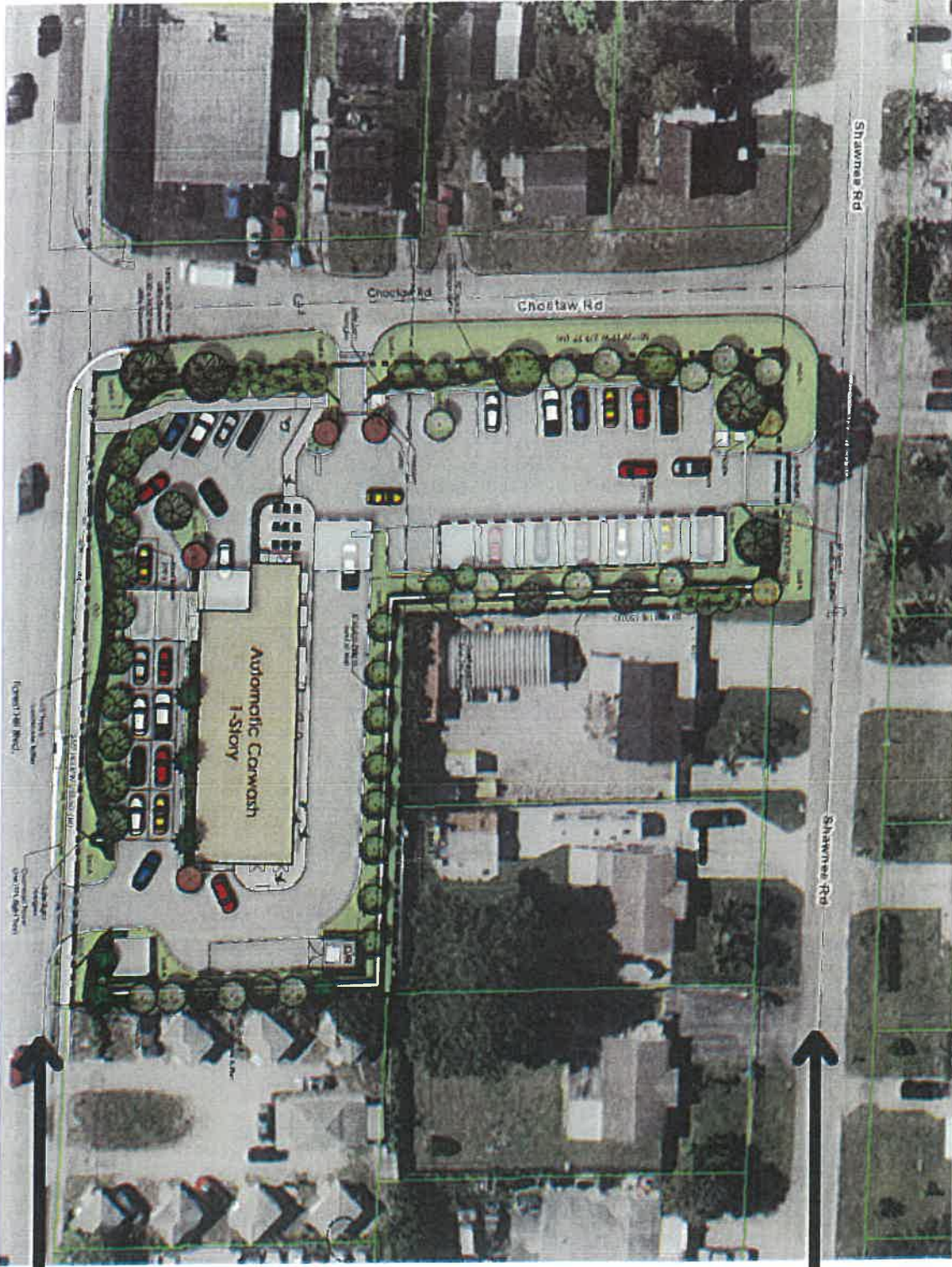
- ① Lois Lewis - Lois Lewis
- ② Michael Lewis - ~~Michael~~
- ③ Darrel Lewis - ~~Darrel~~
- ④ COREY THOMPSON
- ⑤ Steven Conklin
- ⑥ GEOFFREY F. NEWTON ①⑨
- ⑦ DAVID J. FUYER ②⑦
- ⑧ Thomas J. Foy
- ⑨ Cheryl Cradley
- ⑩ Stacy Cradley
- ⑪ Michael Watson
- ⑫ June Dushin
- ⑬ ~~Tell~~
- ⑭ ~~Franklin Smith~~
- ⑮ Wayne Smith
- ⑯ ~~Shirley~~
- ⑰ ~~Albert~~
- ⑱ ~~John~~

02/14/23

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- ① Lydia R. Runkle
- ② Day a. Miller
- ③ Sandra @ Man
- ④ Andrew Schmitt
- ⑤ [Signature]
- ⑥ Darrell Jaghagambie
- ⑦ [Signature]
- ⑧ Colleen Hanes
- ⑨ Eugene Hanes
- ⑩ Robert Z. Goldstein
- ⑪ Erica Verble
- ⑫ John Meadows
- ⑬ Brian Bush
- ⑭ [Signature]
- ⑮ Monica [Signature]
- ⑯ Lucas Runkle
- ⑰ [Signature]
- ⑱ [Signature]
- ⑲ Maylin Bundy

02/14/23



Shawnee Road

Proposed Site Plan for New
Mint Eco Car Wash at 2877
Forest Hill Boulevard in Palm
Springs

Current Use: Wayne's Wash
(Closed) & JR's Discount Tire

Forest Hill Boulevard



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #29: Ordinance No. 2023-03 - Land Use and Rezoning (Small-Scale) - 2873 Forest Hill Boulevard

SUMMARY: The proposed ordinance would amend the land use and zoning designation for the 0.3013-acre property located at 2873 Forest Hill Boulevard, which is being considered for voluntary annexation (Ordinance No. 2023-02).

Concurrent with the annexation of the property, the Village is initiating small-scale land use and zoning changes from Palm Beach County designations to Palm Springs designations. The property is less than 50 acres in size (0.3013) and is currently developed with a 2,400 square foot commercial building and is planned for redevelopment with a modern car wash facility.

Existing PBC Future Land Use	Proposed Village Future Land Use	Existing PBC Zoning	Proposed Village Zoning
Commercial High	Commercial	Commercial General (CG)	Commercial General (CG)

Note: This property is located adjacent to the Congress Avenue District of the Palm Springs CRA, and is proposed to be developed as a modern car wash with the assembly of two other properties.

The Planning & Zoning Board considered the proposed ordinance during their February 14, 2023 meeting and recommended approval.

Ordinance No. 2023-03 was advertised in the Lake Worth Herald on February 2, and March 2, 2023.

The Local Planning Agency (LPA) will consider the proposed ordinance during their March 9, 2023 meeting and their recommendation will be provided to the Village Council.

The proposed ordinance is being presented for the 1st reading.

FISCAL IMPACT:

The proposed land use and rezoning amendments are not expected to affect the Village's property tax revenue; however, they will assist in facilitating the development of the property.

ATTACHMENTS:

1. Ordinance No. 2023-03 - Small-Scale Land Use Amendment and Rezoning
2. Exhibit "A" Property Spreadsheet

3. Palm Beach County Information Sheet
4. Palm Beach County Property Appraiser Sheet
5. Proposed FLUM and Zoning map
6. Meadow Park Homeowners Signatures - Mint Eco Car Wash

ORDINANCE NO. 2023-03

(SMALL SCALE LAND USE AMENDMENT & REZONING)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE “SMALL SCALE” COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR 0.3013 ACRES PARCEL LOCATED AT 2873 FOREST HILL BOULEVARD, AND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO, FROM A FUTURE LAND USE DESIGNATION OF “AUTO SALES” TO A VILLAGE FUTURE LAND USE DESIGNATION OF “COMMERCIAL”; FURTHER CHANGING THE ZONING DESIGNATION FROM “COMMERCIAL GENERAL (CG)” DISTRICT TO PROVIDE FOR A ZONING DESIGNATION OF “COMMERCIAL GENERAL (CG)” DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has determined the need to amend the land use and zoning designations for a parcel less than 50 acres in size (0.3013 acres), which is being considered for voluntary annexation (Ordinance No. 2023-02); and

WHEREAS, the Village will initiate the small-scale land use and zoning changes from the existing Palm Beach County designations. The subject property is less than 50 acres in size; and

WHEREAS, the Village has adopted a Comprehensive Plan pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”); and

WHEREAS, the Village Council, sitting as the Village’s Local Planning Agency (the “LPA”) will consider this item on March 9, 2023, and their recommendation will be provided to the Council prior to consideration; and

WHEREAS, the Village Council has considered the request of Village Staff for small-scale land use amendments and re-zoning designation; and

WHEREAS, the Village Council has determined that granting the request for land use amendment and rezoning serves a valid public purpose.

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

Section 1. Findings. The Village Council finds the above statements are true and correct and serve as a basis for consideration of this ordinance.

Section 2. Future Land Use. The Future Land Use designation in the Village's Comprehensive Land Use Plan for the lands described herein, as more particularly designated in "**Exhibit A**" shall be established as "Commercial" land uses.

Section 3. Zoning. Concurrent with said small-scale land use amendment, the Land Development (Zoning) District designation on the official Village of Palm Springs Zoning Map shall be established as "Commercial General (CG)", more particularly designated in **Exhibit "A"**, subject to the approval and appeal period stated in Section 2, above.

Section 4. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith cause the designation of the zoning of the property described in the attached "**Exhibit A**", as set forth in Section 3 of this Ordinance, on the official Village of Palm Springs Zoning Map.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective 31 days after adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Exhibit "A"

<u>OWNER NAME</u>	<u>PBC L/U</u>	<u>ZONING</u>	<u>ADDRESS</u>	<u>Street</u>	<u>PCN #</u>	<u>ACRES</u>	<u>Site Devl</u>	<u>Assd Value</u>	<u>FI Zone</u>	<u>Zip Code</u>
Geoffrey Jervis & Vito ("Vic") Monteleone	Commercial High -3	Commercial General	2873	Forest Hill Boulevard	00-434408150050061	0.3013	Commercial building 2,400 s.f.	\$323,468.00	X	33406

0.3013

\$323,468.00

**Palm Beach County
Annexation Information Sheet**

Please submit the following information regarding each proposed annexation:

Annexation Name	Geoffrey Jervis & Vito (“Vic”) Monteleone-Voluntary Annexation
Annexation Type	Voluntary
Acres	0.3013 acres (1 parcels)
Location	2873 Forest Hill Boulevard
Existing Use	Tire sales
Proposed Use	Car wash
County Future Land Use	Commercial
County Zoning	Commercial General
City Future Land Use	Commercial
City Zoning	Commercial General
First Reading (<i>if known</i>)	March 9, 2023
Second Reading (<i>if known</i>)	April 13, 2023
Ordinance Num. (<i>if known</i>)	
Location Map	(Attached)
Parcel Control Number	00434408150050061

Location Address 2873 FOREST HILL BLVD**Municipality** UNINCORPORATED**Parcel Control Number** 00-43-44-08-15-005-0061**Subdivision** MEADOW PARK IN**Official Records Book** 33961**Page** 1896**Sale Date** NOV-2022

Legal Description MEADOW PARK W 1/2 OF LT 6 (LESS S 20 FT FOREST
HILL BLVD R/W) & E 1/2 OF LT 7 (LESS S 20 FT FOREST
HILL BLVD R/W) BLK 5

Owners

2877 FOREST HILL OPCO LLC

Mailing address

4241 NORTHLAKE BLVD STE A
PALM BEACH GARDENS FL 33410 6235

Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-2022	\$850,000	33961 / 01896	WARRANTY DEED	2877 FOREST HILL OPCO LLC
JUN-1992	\$127,600	07302 / 01189	WARRANTY DEED	SMYTH EARL F
JAN-1991	\$147,500	06710 / 01642	CERT OF TITLE	

No Exemption Information Available.

Number of Units 0 ***Total Square Feet** 2400 **Acres** 0.3013

Use Code 2700 - AUTO
SALES

Zoning CG - General Commercial (00-
UNINCORPORATED)

Tax Year	2022	2021	2020
Improvement Value	\$68,011	\$55,599	\$53,671
Land Value	\$278,098	\$238,463	\$238,463
Total Market Value	\$346,109	\$294,062	\$292,134

All values are as of January 1st each year

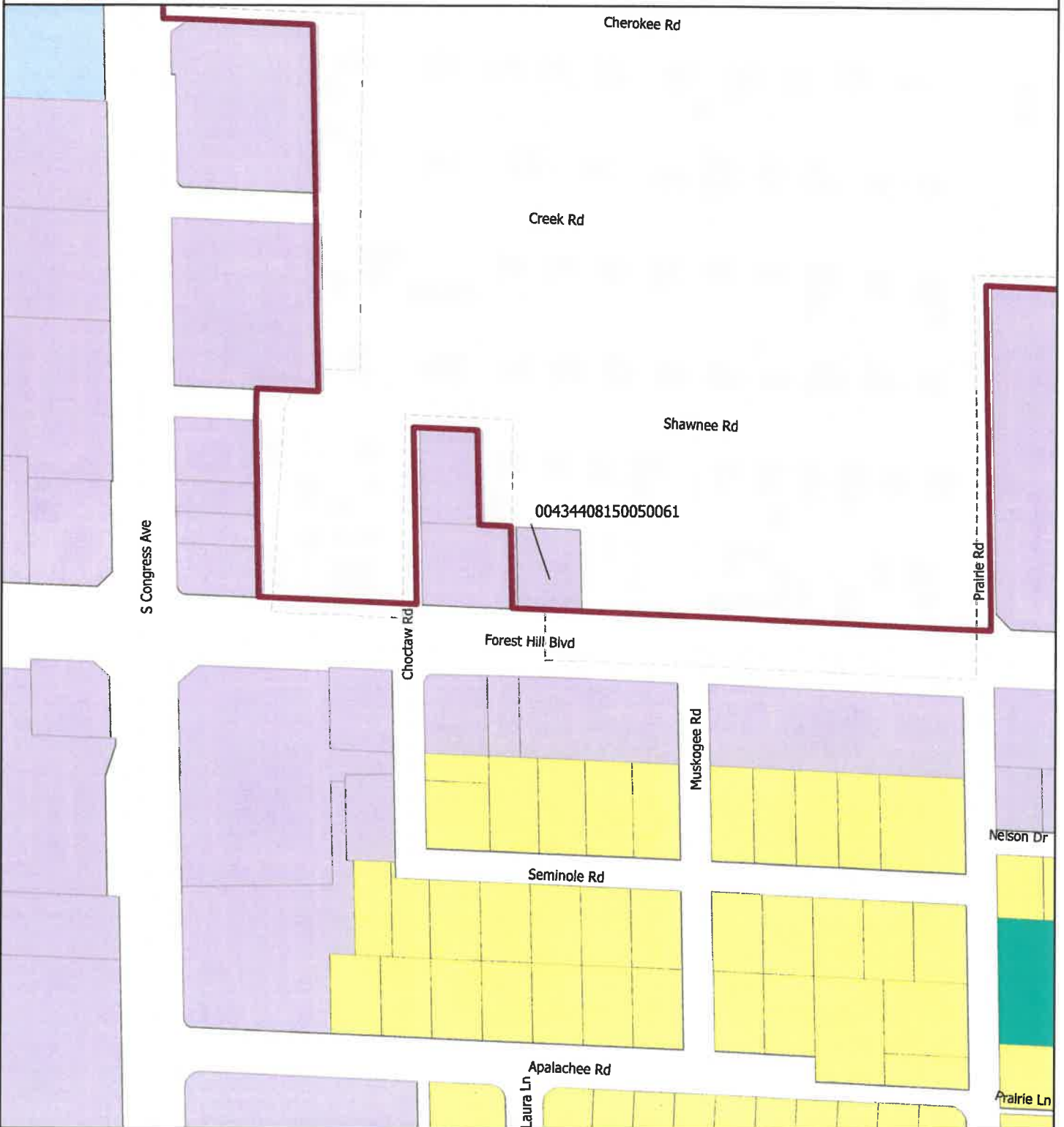
Tax Year	2022	2021	2020
Assessed Value	\$323,468	\$294,062	\$292,134
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$323,468	\$294,062	\$292,134

Tax Year	2022	2021	2020
Ad Valorem	\$5,594	\$5,108	\$5,124
Non Ad Valorem	\$542	\$518	\$506
Total tax	\$6,136	\$5,626	\$5,630



VILLAGE OF PALM SPRINGS

2873 Forest Hill Blvd



Legend

Future Land Use

Commercial

Light Industrial

Low Density

Medium Density

Parcels

Village Boundary

Date: 2/3/2023

When Printed on 8 1/2" x 11"

1 inch equals 250 feet

0 250

Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

2873 Forest Hill Blvd



Legend

Zoning

- CG (Commercial General)
- LI (Light Industrial)

- RM (Residential Multi-Family)
- Parcels
- Village Boundary

Date: 2/3/2023

When Printed on 8 1/2" x 11"
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0 250
Feet

Florida Technical Consultants

Do Not want Car Wash - Mint Etc
Built @ Shawnee Road, Choctaw Road,
Forest Hill Blvd.
Shawnee Road:

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② Chris Bicki

③ Connie Sears

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⑧ 

⑨ Dan Lopez

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⑫ 

⑬ Jane Nepil

Meadow Park Area -

Unincorporated PALM BEACH COUNTY

Historic - 1949

02/14/23

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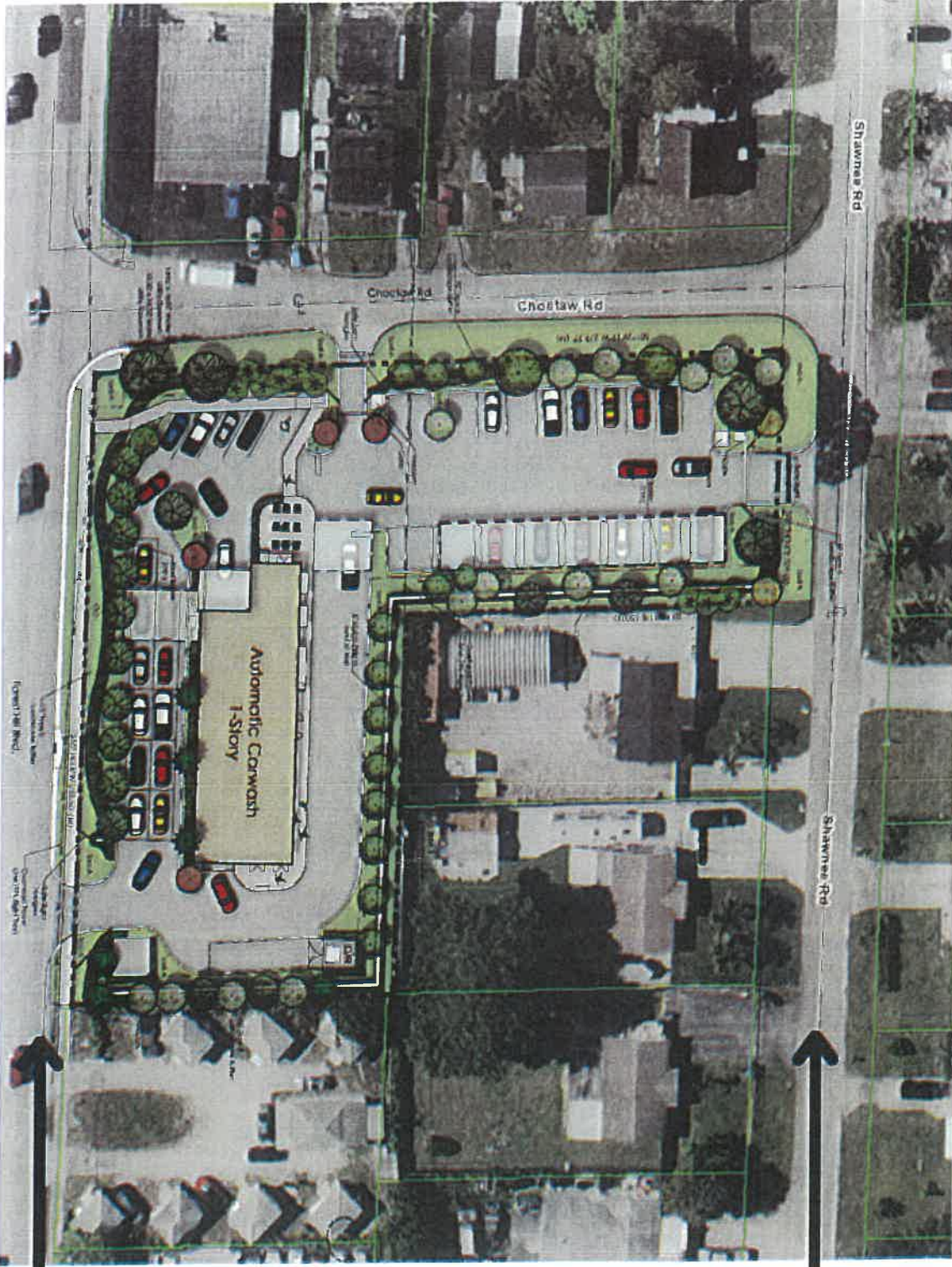
- ① Lois Lewis - Lois Lewis
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- ⑬ ~~Tell~~
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02/14/23

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- ① Lydia R. Runkle
- ② Day a. Miller
- ③ Sandra @ Manna
- ④ Andrew Schmitt
- ⑤ [Signature]
- ⑥ Darrell Jaghagambie
- ⑦ [Signature]
- ⑧ Colleen Hanes
- ⑨ Eugene Hanes
- ⑩ Robert Z. Goldstein
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- ⑭ [Signature]
- ⑮ Monica [Signature]
- ⑯ Lucas Runkle
- ⑰ [Signature]
- ⑱ [Signature]
- ⑲ Maylin Bundy

02/14/23



Shawnee Road

Proposed Site Plan for New
Mint Eco Car Wash at 2877
Forest Hill Boulevard in Palm
Springs

Current Use: Wayne's Wash
(Closed) & JR's Discount Tire

Forest Hill Boulevard



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #30: (1st Reading) Ordinance No. 2023-04 - Village Code Amendment - Chapter 34 - Outdoor Lighting

SUMMARY: In 2015, the Village Council approved Ordinance 2015-31 to create new regulations pertaining to outdoor lighting. Until that time, the staff had been informally utilizing Palm Beach County's standards in its review of photometric plans; however, the Village Code didn't contain lighting requirements. At this time, the Planning, Zoning & Building (PZ&B) department is requesting an amendment to the Village Code - Chapter 34 - Section 34-64 "Outdoor Lighting", to include a temperature standard and modified illumination levels.

Some of the key aspects of the amendment include:

- If a property or use with nonconforming lighting is vacant or unutilized for a 12-month period, then all outdoor lighting shall be reviewed and brought into compliance before the use is resumed.
- Accent and landscape luminaries should not exceed 100 watts.
- All light sources shall have a color-corrected temperature (CCT) of 3000 Kelvin or warmer.
- Eliminate the rural and exurban locations from the maximum permitted luminaire height table.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by outdoor lighting experts: Larry Smith (Smith Engineering Consultants), Ronald Levinson, consulting engineer, and Jillian Churik (Epic Forensics & Engineering), all of whom did not have any concerns about the proposed changes. The proposed ordinance was also reviewed by the Village Attorney and PZ&B Director.

The Planning & Zoning Board considered the proposed ordinance at its February 14, 2023 meeting and recommended approval.

The proposed ordinance is being presented on the first reading and, if it is recommended for approval, will be presented on the 2nd and final reading by the Village Council on April 13, 2023.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Ordinance No. 2023-04 - Amending Chapter 34 - Outdoor Lighting
2. Exhibit "A" Section 34 -1364. Outdoor Lighting

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI, “LAND USE”, DIVISION 9 “DEVELOPMENT STANDARDS” AT SECTION 34-64 “OUTDOOR LIGHTING”, TO INCLUDE A TEMPERATURE STANDARD AND MODIFY ILLUMINATION LEVELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council desires to amend its existing regulations to modify and update regulations regarding the land development procedures and processes of the Village; and

WHEREAS, the Village Council has reviewed the recommended ordinance and has determined that it is in the best interests and general welfare of the Village to adopt this Ordinance.

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 34 “Land Development,” Article VI, “Land Use”, Division 9 “Development Standards” at Section 34-1364 “Outdoor Lighting,” shall be amended to read per Exhibit “A” (words ~~stricken~~ are deletions; words underlined are additions).

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:

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

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

Sec. 34-1364. Outdoor lighting.

- (a) *Purpose and intent.* It is the intent of this section to preserve, protect, and enhance the lawful nighttime use and enjoyment of any and all property through the use of appropriate lighting practices and systems. Such individual fixtures, luminaries and lighting systems are designed, constructed, and installed to:
- (1) Control glare and light trespass;
 - (2) Minimize obtrusive light;
 - (3) Eliminate the increase of lighting levels on competing sites;
 - (4) Provide safe roadways for motorists, cyclists and pedestrians;
 - (5) Conserve energy and resources while maintaining safety, security and productivity; and
 - (6) Curtail the degradation of the nighttime visual environment.
- (b) *Applicability.* All outdoor lighting shall be subject to the requirements of table 34-1632.1, illumination levels, and table 34-1362.2, maximum permitted luminaire height, unless exempted or permitted to deviate as described herein. Lighting not specifically listed may be classified by the ~~land development director~~ Planning, Zoning & Building Director.
- (1) *Conflict.* In the case of a conflict between this section and other provisions of this Code, or other applicable codes, the more strict regulation shall apply.
 - (2) *Nonconforming lighting.* (a) All luminaries that do not comply with the standards of this section shall be subject to the limitations on expansion, maintenance, relocation, damage repair and renovations pursuant to division 3, nonconformities. (b) If a property or use with nonconforming lighting is vacant or unutilized for a 12 month period, then all outdoor lighting shall be reviewed and brought into compliance with this Section before the use is resumed.
 - (3) *Exemptions.* The following uses shall be exempt to the extent listed below:
 - a. *Residential.* Single-family and multifamily dwellings up to two units shall not be subject to the requirements of this section.
 - b. *Street lights.* Street lights in any public ROW that meet the requirements of the appropriate public utility, provided that light fixtures are fully shielded in order to limit light trespass and are rated with a color temperature of 3000 Kelvins or warmer.
 - c. *Temporary lighting.* The temporary use of low wattage or low voltage lighting for public festivals, celebrations, and the observance of holidays are exempt from regulation except where they create a hazard or nuisance from glare.

-
- d. *Landscape and accent lighting.* Landscape and accent lighting fixtures that comply with the Florida Building Code, Energy Conservation, 5th Edition, Section C4056, efficiency requirements shall be exempt. All exempt landscape and accent lighting fixtures must have a locking mechanism and a glare shield so that light is aimed, and remains aimed at the surface intended. Accent and landscape luminaries not exceeding 100 watts.
- (4) *Prohibited outdoor lighting.* The following types of outdoor lighting are prohibited within the village:
- a. Any light that creates glare observable within the normal range of vision onto a street or creates a safety hazard;
 - b. Any light that resembles an authorized traffic sign, signal, or device, or that interferes with, misleads, or confuses vehicular traffic as determined by the land development director;
 - c. Beacon or searchlights, except for temporary grand openings and special events, as limited by state or federal law;
 - d. Any drop lens fixture or fixture that does not meet the IESNA full-cutoff classification of zero percent of lumens above 90 degrees from nadir. This includes, but is not limited to, parking lot fixtures, building façade fixtures, and other nonlandscape lighting fixtures;
 - e. Animated lighting, unless authorized under article IV, signs.
- (5) *Deviations.* Lighting may vary from this section to the extent necessary to comply with the following:
- a. Florida Statutes § 655.962, related to ATM lighting;
 - b. Florida Statutes § 812.173, related to parking lots for convenience businesses;
 - c. Lighting on public schools required by FBC chapter 423, and the SDPBC electrical design criteria;
 - d. Airport lighting regulated by state or federal law;
 - e. Lighting for obstructions to air navigation as provided by U.S. Department of Transportation, Federal Aviation Administration Advisory Circular 70/7460-1K;
 - f. Lights required on vehicles under state uniform traffic control statutes or for vessels under vessel safety statutes under F.S. ch. 316 and F.S. ch. 327;
 - g. Lighting for public health required by F.S. ch. 381;
 - h. Electrical code statute requirements under state building code;
 - i. Florida Statutes § 553.963 and F.S. § 553.904, Efficiency and Energy Conservation Statutes Under Building Code Standards;

-
- j. Lighting for outdoor theaters under F.S. § 555.07;
 - k. Lighting for village ballfields and park facilities;
 - l. Lighting for communication towers under chapter 34, subdivision XIX, wireless telecommunication towers and antennas; and
 - m. Other federal, state and local laws and regulations that may apply.

(c) *Submittal requirements.*

(1) *Photometric plan.* All site plan and building permit applications that include the use of external luminaires, or luminaires visible from the exterior of a structure shall include an outdoor lighting plan and an outdoor security lighting plan showing location, type, and height of all luminaires, and photometrics in foot-candle output of all proposed and existing luminaires on-site. On-site lighting to be included in the calculations shall include, but is not limited to, lighting for parking lot, canopies, recessed lighting along the building and/or overhang. Each plan shall include any calculations or modifications required to comply with items listed in subparagraph (5), deviations, above. The photometric plans shall include the following:

- a. A table showing the average, minimum, and maximum foot-candles, average to minimum ratio, and maximum to minimum ratio on the site, and maximum luminaire heights. Maximum photometric calculation grid shall not exceed ten feet.
- b. Manufacturer's catalog cuts that provide a description of the luminaires, including wattage, lumen output, color temperature, glare reduction/control devices, lamps, on-off cycle control devices and mounting devices.
- c. All photometric plans must be signed and sealed by a registered design professional per Florida Statutes.
- d. A certificate of compliance signed and sealed by a registered design professional per Florida Statutes, must be submitted prior to the issuance of a certificate of occupancy/finalizing of the permit.
- e. The photometric plan shall not include time averaging or other alternative methods of measurement. A light loss factor (LLF) shall be used for the calculations in a photometric plan. The values of the LLF shall be a maximum value of 0.72 for metal halide, 0.81 for high pressure sodium and 0.95 for LED, based on manufacturers' initial lamp lumens.

(d) *Standards.*

(1) *Confinement.* All outdoor lighting shall utilize full cutoff luminaires per the Illuminating Engineering Society of North America (IESNA) definition of full cutoff which allows for zero percent of lumens above 90 degrees from nadir. No luminaires other than landscape lighting exempted per subparagraph

(b)(3)d. above, shall be directed upwards to avoid urban sky glow. Accent and landscape luminaires shall not exceed 100 watts.

(2) *Light trespass.* The maximum illumination at the property line of an adjoining residential parcel or public ROW is 0.33 horizontal and vertical foot-candles measured at six feet above grade level. Said illumination likewise measured at the property line of an adjoining non-residential parcel, shall not exceed 3.0 horizontal and vertical foot-candles measured at six feet above grade level.

(3) *Security lighting and time restrictions.*

- a. Full cutoff luminaires shall be used for all security lighting and dusk-to-dawn area lighting.
- b. Outdoor illumination, including, but not limited to, areas used for outdoor sales and display, eating, parking, assembly, service, storage of equipment and freight, loading and unloading, repair, maintenance, commercial activities, and industrial activities shall not continue after 11:00 p.m., or no more than one hour after active use of the area ceases, whichever is later, except for security lighting.
- c. Security lighting shall be required for all active entrances to buildings, parking lots and access to buildings or parking lots. All security lighting shall maintain an average of 0.75 fc, a minimum of 0.3 fc and a maximum of 3 fc from dusk until dawn.
- d. No outdoor recreational facility shall be illuminated after 11:00 p.m. except to conclude a scheduled and sanctioned recreational or sporting event by the Village or other authorized agency in progress prior to 11:00 p.m. The luminaries shall be extinguished after outdoor recreational events are completed and the site has been vacated.
 1. *Exceptions.* Public recreational facilities that operate or are open to the public on a 24-hour basis.
- e. Automatic timing devices with a photosensor or an astronomical timeclock, which control the hours of illumination shall be required for all parking lots, car dealerships/outdoor display lots and parking garages. These devices may remain on Eastern Standard Time throughout the year.

(4) *Temperature: All light sources shall have a color corrected temperature (CCT) of 3000 Kelvin or warmer.*

(5) ~~(4)~~ *Illumination levels.* Table 34-1362(1), illumination levels, indicates the minimum and maximum illumination levels for specific site elements, as well as the maximum to minimum, and average to minimum ratios.

Table 34-1362(1): Illumination Levels

Outdoor Lighting	Maximum Illumination (1)	Minimum Illumination (1)	Max to Min Ratio	Average to Min Ratio
Buildings and Accessory Structures				
a. Pathway lighting (2)	5.0 (4)	-	-	-
b. Canopies, drive-thru and overhangs	30.0	3.0	10:1	2.5:1
Parking lots				
a. Multifamily residential	3.0	0.3	10:1	-
b. All others	12.0	1.0	12:1	3:1
Parking Structures				
a. Parking area	10.0	1.0	10:1	4:1
b. Ramps—Day	20.0	2.0	10:1	-
c. Ramps—Night	10.0	1.0	10:1	-
d. Entrance area—Day	50.0	5.0	10:1	-
e. Entrance area—Night	10.0	1.0	10:1	-
f. Stairways	-	10.0	-	-
Property Boundary	Refer to Light Trespass			
Specialty Lighting (3)				
a. Outdoor entertainment	Per IESNA Lighting Handbook			
b. Parks				
Other Lighting Types				
a. Outdoor display and storage for vehicle sales and rental.	40-15 (5)	1.0	15:1	4:1
b. Other outdoor display and storage Areas.	20	1.0	15:1	4:1
c. Outdoor work areas	20	1.0	15:1	4:1
Notes				
1. Measured in foot-candles.				
2. Building or accessory mounted luminaries used to light parking lots shall comply with parking lot illumination levels.				
3. Applicable to outdoor recreation areas only, excluding areas such as parking lots, drive isles, pathways, building and landscape lighting.				
4. Fully shielded bollards not greater than 42 inches in height may be permitted up to 20 foot-candles.				
5. May be increased to 20 foot-candles for the first row of display Parking located adjacent, but not more than 100 feet from a ROW.				

~~(6)~~(5) *Luminaire heights.* Table 34-1362(2), Maximum Permitted Luminaire Height, identifies the maximum height for any freestanding or structure mounted luminaires.

Table 34-1362(2)-Maximum Permitted Luminaire Height

Location	Maximum Height	
	U/S Tier	Rural, Exurban and AGR Tiers
Buildings and Accessory Structures		
a. Buildings	25 feet or eave overhang, whichever is lower (unless required by the Florida Building Code)	
b. Accessory structures	10'	
Parking Lot		
a. Residential	20 feet	15 feet
b. Industrial	40 feet	-
c. Commercial, civic and institutional	30 feet, or equal to the height of the building up to a maximum of 40 feet	25 feet
Parking Structures		
a. Luminaires on top parking level.	20 feet or 25 feet (4)	15 feet
Property Boundary		
a. Luminaires within 100 feet of residential (2)	20 feet	15 feet
Specialty Lighting (3)		
a. Golf courses	Per IESNA Lighting Handbook	
b. Outdoor entertainment		
c. Parks		
Notes:		
1. For the purposes of this table, residential parcel shall include any residential use, or any vacant parcel with a residential land use designation.		
2. The height of any lighting luminaire within 100 feet of a parcel with a residential use land use designation shall be limited in accordance with the height limitations of the adjacent residential land development district.		
3. Applicable to outdoor recreation areas only, excluding areas such as parking lots, drive isles, pathways, building and landscape lighting.		
4. Minimum setback shall be 45 feet from exterior edge of wall for all luminaries, except luminaries mounted to interior face of perimeter wall, which do not exceed the height of the perimeter wall.		

~~(7)~~ (6) *Measurement.*

- a. Illumination levels shall be measured in foot-candles with a direct-reading, calibrated, portable light meter. The light meter shall be placed not more than six inches above grade level.
- b. For the purpose of measuring light trespass, the light meter shall be placed at the property line of the subject parcel six feet above the grade level.



Village of Palm Springs

Executive Brief

AGENDA DATE: March 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #31: (First Reading) Ordinance No. 2023-05 - Village Code Amendment - Chapter 34 - Electric Vehicle Charging Infrastructure

SUMMARY: The Planning, Zoning & Building Department is proposing amendments to the Land Development Regulations to add a new section within Division 8 to include new regulations for electric vehicle charging infrastructure. These new regulations would provide the availability of electric vehicle charging stations for residents and visitors of the Village. Transformational initiatives are needed in order to enhance the transportation infrastructure and meet the growing demand for safely moving people while enhancing economic prosperity and preserving the quality of our environment and communities.

The proposed ordinance provides the following:

- All new or existing commercial, mixed-use, or multi-family development projects with at least twenty-five (25) parking spaces that enter into either a site plan or site plan amendment process are subject to the following:

A. Four percent of the total minimum required off-street parking spaces shall be designated and outfitted as electric vehicle charging spaces. Each required space at a minimum shall include the following:

- 1) A maintained and operational 240-volt charging station, with a cable retraction device and/or place to hang permanent cords and connectors sufficiently above the ground, and mounted at a height which places the connector a minimum of thirty-six (36) inches and a maximum of forty-eight (48) inches above the ground.
- 2) Wheel stops or concrete-filled steel bollards to protect the aforementioned charging station.
- 3) Signage allowing only an electric vehicle to park in such a space and indicating that it is only for electric vehicle charging purposes.
- 4) The ability for all visitors to the site to access and use such space.

B. Location of charging stations is subject to site plan review for lighting, security, accessibility to the charging infrastructure as well as safe access to the principal building/facility, signage, and compliance with other code requirements such as screening of mechanical equipment.

C. Any development that proposes more than twenty (20) percent of its required off-street parking to be outfitted as electric vehicle charging space, or operates any amount of charging stations as a primary use as determined by the Planning, Zoning & Building Director, shall be classified as a "Fuel Station" use and is subject to special exception procedures outlined in Sec. 34-607.

D. Charging stations in RM land development districts shall be for the exclusive use of the development's residents and guests that are visiting the development's residents, and shall not be made available to the general public.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Planning, Zoning & Building Department and by the Village Attorney.

The proposed ordinance was considered by the Planning & Zoning Board and recommended for approval with minor revisions at its February 14, 2023 meeting.

The proposed ordinance is being presented on the first reading and, if it is recommended for approval, will be presented on the 2nd and final reading by the Village Council on April 13, 2023.

FISCAL IMPACT:

Amending the Land Development Regulations to add a new section does not have a direct fiscal impact on the Village.

ATTACHMENTS:

1. Ordinance No. 2023-05 - Amending Chapter 34 - Electric Vehicle Charging Infrastructure
2. Revised - Ordinance No. 2023-05 - Amending Chapter 34 - Electric Vehicle Charging Infrastructure

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 8 "OFF-STREET PARKINGS" BY ADDING A NEW SECTION 34-1337 "ELECTRIC VEHICLE CHARGING INFRASTRUCTURE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council desires to amend its existing regulations to modify and update regulations regarding the land development procedures and processes of the Village; and

WHEREAS, the Village Council has reviewed the recommended ordinance and has determined that it is in the best interests and general welfare of the Village to adopt this Ordinance.

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 34 "Land Development," Article VI, "Land Use", Division 8 "Off-Street Parking" shall be amended to add a new Section 34-1337 "Electric Vehicle Charging Infrastructure," which reads as follows:

Sec. 34-1337. Electric Vehicle Charging Infrastructure.

It is the purpose of the electric vehicle charging infrastructure to provide the availability of electric vehicle charging stations to residents and visitors of the Village.

1. All new commercial, mixed-use or multi-family developments with at least twenty-five (25) parking spaces, or existing commercial, mixed-use, or multi-family developments with at least twenty-five (25) parking spaces that enter into either the site plan or site plan amendment process are subject to the following:

A. Four (4) percent of the total minimum required off-street parking spaces shall be designated and outfitted as electric vehicle charging spaces. Each required space at a minimum shall include the following:

1) A maintained and operational 240-volt "Level 2" charging station, with a cable retraction device and/or place to hang permanent cords and connectors sufficiently above the ground, and mounted at a height which places the connector a minimum of thirty-six (36) inches and a maximum of forty-eight (48) inches above the ground,

2) Wheel stops and concrete filled steel bollards to protect the aforementioned charging station,

3) Signage allowing only electric vehicles to park in such space and indicating that it is only for electric vehicle charging purposes,

4) The ability for all visitors to the site to access and use such space.

B. The location of electric vehicle charging infrastructure shall be subject to site plan review for lighting, security, accessibility to the charging infrastructure as well as safe access to the principal building/facility, signage, and compliance with other code requirements such as screening of mechanical equipment.

C. Any development that proposes more than twenty (20) percent of its required off-street parking to be outfitted as electric vehicle charging spaces, or operates any amount of charging stations as a primary use as determined by the Planning, Zoning & Building Director, shall be classified as a "Fuel Station" use and is subject to special exception procedures outlined in Sec. 34-607.

D. Charging stations in RM land development districts shall be for the exclusive use of the development's residents and guests that are visiting the development's residents, and shall not be made available to the general public.

E. Property owners of parcels with existing improvements, with the exception of single family residences, that propose the addition of electric vehicle charging infrastructure are subject to the standards outlined in A.1 through B above.

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:

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

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

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 8 "OFF-STREET PARKINGS" BY ADDING A NEW SECTION 34-1337 "ELECTRIC VEHICLE CHARGING INFRASTRUCTURE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council desires to amend its existing regulations to modify and update regulations regarding the land development procedures and processes of the Village; and

WHEREAS, the Village Council has reviewed the recommended ordinance and has determined that it is in the best interests and general welfare of the Village to adopt this Ordinance.

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 34 "Land Development," Article VI, "Land Use", Division 8 "Off-Street Parking" shall be amended to add a new Section 34-1337 "Electric Vehicle Charging Infrastructure," which reads as follows:

Sec. 34-1337. Electric Vehicle Charging Infrastructure.

It is the purpose of the electric vehicle charging infrastructure to provide the availability of electric vehicle charging stations to residents and visitors of the Village.

1. All new commercial, mixed-use or multi-family developments with at least ~~twenty-five (25)~~ **fifty (50)** parking spaces, or existing commercial, mixed-use or multi-family developments with at least ~~twenty-five (25)~~ **fifty (50)** parking spaces that enter into either the site plan or site plan amendment process are subject to the following:

A. Four (4) ~~At least two (2)~~ percent of the total minimum required off-street parking spaces shall be designated and outfitted as electric vehicle charging spaces. Each required space at a minimum shall include the following:

1) A maintained and operational 240-volt "Level 2" charging station, with a cable retraction device and/or place to hang permanent cords and connectors sufficiently above the ground, and mounted at a height which places the connector a minimum of thirty-six (36) inches and a maximum of forty-eight (48) inches above the ground,

2) Wheel stops and concrete filled steel bollards to protect the aforementioned charging station,

3) Signage allowing only electric vehicles to park in such space and indicating that it is only for electric vehicle charging purposes,

4) The ability for all visitors to the site to access and use such space.

B. The location of electric vehicle charging infrastructure shall be subject to site plan review for lighting, security, accessibility to the charging infrastructure as well as safe access to the principal building/facility, signage, and compliance with other code requirements such as screening of mechanical equipment.

C. Any development that proposes more than twenty (20) percent of its required off-street parking to be outfitted as electric vehicle charging spaces, or operates any amount of charging stations as a primary use as determined by the Planning, Zoning & Building Director, shall be classified as a "Fuel Station" use and is subject to special exception procedures outlined in Sec. 34-607.

D. Charging stations in RM land development districts shall be for the exclusive use of the development's residents and guests that are visiting the development's residents, and shall not be made available to the general public.

E. Property owners of parcels with existing improvements, with the exception of single family residences, that propose the addition of electric vehicle charging infrastructure are subject to the standards outlined in A.1 through B above.

F. All property owners of proposed commercial, mixed-use and multi-family developments, including those with fewer than fifty (50) parking spaces, are encouraged to install conduit within the parking area during construction to provide future flexibility for the addition of charging stations.

G. An exception to the requirements of this Section may be granted through the site plan approval process where it is demonstrated to be physically impractical to install charging stations on the property.

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:

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

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