



**AGENDA  
VILLAGE COUNCIL MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461  
SEPTEMBER 14, 2023  
6:30 PM**

**COUNCIL**

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

**ADMINISTRATION**

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

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

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**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

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

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

**CONSENT AGENDA**

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

1. **2023-2024 Council Meeting Dates:** Motion for the approval of FY 2023-2024 Village Council Schedule of Meeting Dates.  
Staff: Kimberly Wynn, Village Clerk

2. **Insurance Renewal (FY 2024) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT):** Motion to approve the recommendation to renew insurance coverage with the Village's current carrier, Florida League of Cities (FMIT), for \$1,240,466 for Property, Casualty, Liability, Special Coverage, and Workers' Compensation Insurance. Funding is available from the General Fund and the Water and Sewer Enterprise Fund.  
Staff: Kimberly Wynn, Village Clerk
3. **Appointment to the Parks and Recreation Board:** Motion to Approve the appointment of Mrs. MaryAnne Klausner as a Regular Member to the Parks and Recreation Board to serve an unexpired term that ends May 14, 2024.  
Staff: Kimberly Wynn, Village Clerk
4. **Appointment to the PBC Multi-Jurisdictional Issues Coordination Forum (Issues Forum) - Regular Member:** Motion to approve the appointment of Michael Bornstein to the PBC Multi-Jurisdictional Issues Coordination Forum (Issues Forum) as a Regular Member.  
Staff: Kimberly Wynn, Village Clerk
5. **Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Reopener Amendments (TA):** Motion for the approval of the Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement to amend two (2) Articles within the existing three (3) year union agreement, which expires on September 30, 2024.  
Staff: Ashley Saingilus, Human Resources Director
6. **Resolution No. 2023-45 Budget Transfer for Multiple Departments:** Motion to approve a budget transfer from Council Contingency to multiple Departments to cover necessary costs for operating expenses in FY 2022-2023.  
Staff: Rebecca Morse, Chief Financial Officer
7. **Lakewood West of Kirk Road Stormwater Improvements (Task Order No. 293) - Invitation to Bid (ITB No. 2023B-002) - Public Works Department (FY2024 Budget Funded - Stormwater Enterprise Fund - American Rescue Plan Act (ARPA) - R & D Paving, LLC:** Motion to approve a contract award with R & D Paving, LLC (Task Order No. 293) in the amount of \$1,307,925.69, to provide stormwater improvements along Lakewood Road west of Kirk Road. Funding is available from the Public Works Department (FY2024 Budget) - Stormwater Enterprise Fund - American Rescue Plan Act (ARPA) - R & D Paving, LLC.  
Staff: Timothy Crespo, Assistant Public Works Director
8. **Approve Change Order No. 1 (WA No. KH-U20.1) - FDOT Military Trail & Forest Hill Boulevard Water Main Modifications (Task Order No. 303) -**



**Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Kimley-Horn & Associates:** Motion for the approval of Change Order No. 1 (WA No. KH-U20.1) with Kimley Horn & Associates for \$19,350.00 for the additional services to amend the cost to cover construction management services during construction to include Construction Administration and Observation Services. If approved, the total cost for engineering services for the Military Trail & Forest Hill Boulevard Water Main Modifications within Task Order No. 303 will increase to \$43,700.00. Funding to Support the FDOT Military Trail & Forest Hill Boulevard Water Main Modifications (Task Order No. 303) was provided by the Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director

9. **Lift Station Rehabilitation Contract - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc.:** Motion to approve a piggyback agreement with Hinterland Group, Inc., through the Indian River County County-Wide Contract for Lift Station Rehabilitation Services (ITB# 2019047 - April 16, 2019). To ensure a rapid response to customer issues and reduce customer problems, Village lift stations need utility repair services. The term of the proposed agreement is set to expire on June 2, 2024, and is the final renewal option. The Water & Sewer Enterprise Fund can provide funding.

Staff: Paul Ward, Assistant Director of Utilities

10. **Resolution No. 2023-46 Amendment No. 3 to the CDBG Grant Agreement:** Motion to approve Resolution No. 2023-46; Amendment No. 3 to the Agreement with Palm Beach County to modify the project completion timelines impacted due to supply and labor delays. The construction completion date is September 14, 2023, with the expected reimbursement date of October 28, 2023.

Staff: Juan Ruiz, Director of Parks and Recreation

End of Consent Agenda....

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

## PRESENTATIONS

11. **Proclamation to Recognize Palm Beach State College (PBSC) on their 90th Anniversary**

Staff: Kimberly Wynn, Village Clerk

12. **Presentation:** Randy Wertepny, Village Engineer of Keshavarz & Associates, will present information on the proposed stormwater project in the 2nd Avenue North basin (partially located within the Lake Worth Road District of the Palm Springs Community Redevelopment Area). This project will facilitate the redevelopment of

stormwater needs in the area.

Staff: Timothy Crespo, Assistant Public Works Director

## REGULAR AGENDA

13. **Health Insurance Coverage for Elected Officials:** Motion for the approval to provide the option for Elected Officials to participate in the Village's Insurance program.

Staff: Michael Bornstein, Village Manager

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

14. **Professional Services Agreement - Lobbying Services - Ronald L. Book, P.A.:** Motion to approve a Professional Services Agreement with Ronald L. Book, P.A., for a retainer amount of \$50,000 for state lobbying services. Funding that is available is the proposed FY 2024 Village Council Budget.

Staff: Michael Bornstein, Village Manager

|        |        |      |
|--------|--------|------|
| Motion | Second | Vote |
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## PUBLIC COMMENT (Three minute limit)

## PUBLIC HEARINGS

15. **(First Reading) Ordinance No. 2023-09 - Establish FY 23-24 Millage Rates - Operating & Debt Service:** Motion to approve Ordinance No. 2023-09 on First Reading for the FY 23-24 operating millage rate for the Village of Palm Springs is hereby levied for 3.5000 mills which is a 5.02% increase, over the rolled-back rate of \$3.3328. The real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for a nonexempt valuation of \$1,808,641,226 and of tangible personal property for nonexempt valuation of \$94,018,755 of a total gross taxable value for operating purposes of \$1,902,659,981. If approved, the final public hearing to adopt the FY 23-24 millage rate for operating and debt service is scheduled for September 27, 2023.

Staff: Rebecca Morse, Chief Financial Officer

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

16. **(First Reading) Ordinance No. 2023-10- Adopt FY 23-24 Budget:** Motion to approve Ordinance No. 2023-10; adopting an annual budget for the year beginning October 1, 2023 and ending September 30, 2024 in the amount of \$89,685,228 for the Village's projected operating expenditures on First Reading.

Staff: Rebecca Morse, Chief Financial Officer

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

17. **(Second Reading) Ordinance No. 2023-08 Approval of Employment Regulations Handbook Revisions:** Motion for the approval of Ordinance No. 2023-08 adopting the revised Employment Regulations; providing for repeal of all Ordinances in conflict with second and final reading.

Staff: Ashley Saingilus, Human Resources Director

|        |        |      |
|--------|--------|------|
| Motion | Second | Vote |
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## **ACTIONS AND REPORTS**

### **VILLAGE MANAGER COMMENTS**

### **VILLAGE COUNCIL COMMENTS**

### **ADJOURNMENT**

**NEXT MEETING  
WEDNESDAY, SEPTEMBER 27, 2023 AT 6:30 PM  
(FINAL BUDGET HEARINGS)**

## 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, Human Resources Director  
Address: 226 Cypress Lane, Palm Springs, FL 33461  
Email: [asaingilus@vpsfl.org](mailto:asaingilus@vpsfl.org)  
Phone: (561) 584-8200 Ext. 8421

#### **III. Complaint Procedures:**

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

Name: Janette Piedra, Human Resources Manager  
Address: 226 Cypress Lane, Palm Springs, FL 33461  
Email: [jpiedra@vpsfl.org](mailto:jpiedra@vpsfl.org)  
Phone: (561) 584-8200 Ext. 8422



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Administration

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### **ITEM #1:** 2023-2024 Council Meeting Dates

**SUMMARY:** As required by the Village Charter and Code of Ordinances, the Village Council must meet at least once per month. Accordingly, the Village Council is requested to approve the proposed meeting schedule for FY 2023-2024.

#### **2023**

- October 12, 2023, at 6:30 PM Village Council Regular Meeting
- November 9, 2023, at 6:30 PM Village Council Regular Meeting
- December 14, 2023, at 6:30 PM Village Council Regular Meeting

#### **2024**

- *January 11, 2024, at 6:00 PM CRA Regular Meeting*
- January 11, 2024, at 6:30 PM Village Council Regular Meeting
- February 8, 2024, at 6:30 PM Village Council Regular Meeting
- March 14, 2024, at 6:30 PM Village Council Regular Meeting
- *April 11, 2024, at 6:00 PM CRA Regular Meeting*
- April 11, 2024, at 6:30 PM (Immediately after the CRA Meeting) Village Council Annual Reorganizational/Regular Meeting
- May 9, 2024, at 6:30 PM Village Council Regular Meeting
- June 13, 2024, at 6:30 PM Village Council Regular Meeting
- July 11, 2024, at 6:30 PM Village Council Regular Meeting
- *July 18, 2024, at 5:30 PM Village Council Budget Workshop*
- July 25, 2024, at 6:30 PM Village Council Regular Meeting
- August 8, 2024, at 6:30 PM Village Council Regular Meeting
- *September 5, 2024, at 6:00 PM CRA Budget Meeting*
- September 5, 2024, at 6:30 PM Village Council First Budget Hearing
- September 19, 2024, at 6:30 PM Village Council Final Budget Hearing

**Note:** It is proposed that the Budget Workshop be held on July 18th, 2024. Further, the meeting dates in September are subject to change based on the County's schedule of Budget Hearings in 2024.

#### **FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

None



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Administration

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**ITEM #2:** Insurance Renewal (FY 2024) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT)

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

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

Gehring Group assisted the Village with a market bid for the plan, reducing premiums. Due to the current market conditions with inflation causing both increases to property replacement values and salaries and the devastation Hurricane Ian caused, hardening the Florida Property insurance market further, Gehring Group advised that a market bid would not provide results similar to what was seen in years prior, particularly with corrections to property rating bases unilaterally.

FMIT provided the following program rates for the renewal term commencing on 10/1/2023:

| <b><u>COVERAGE TYPE</u></b>           | <b><u>Current Rates</u></b><br><b><u>FY 2023</u></b> | <b><u>Renewal Rates</u></b><br><b><u>FY 2024</u></b> |
|---------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Property & Equipment                  | \$136,105                                            | \$513,299                                            |
| General Liability*                    | \$146,980                                            | 183,170                                              |
| Auto Liability & Auto Physical Damage | \$103,487                                            | \$106,339                                            |
| Workers' Compensation                 | \$395,486                                            | \$431,224                                            |
| Pollution Liability                   | \$3,524                                              | \$3,524                                              |
| Statutory AD&D                        | \$2,910                                              | \$2,910                                              |
| LESS: Return of FMIT Premium Credit   | N/A                                                  | N/A                                                  |
| <b>Total Annual Premium</b>           | <b>\$788,492</b>                                     | <b>\$1,240,466</b>                                   |

\*Includes Public Officials Liability & Employment Practice Liability, Law Enforcement Liability, and Cyber Security Liability insurance.

**Note:** Due to catastrophic events worldwide and the steep rise in reinsurance costs, FMIT's annual Return of Premium Credit program was suspended by its board of governors in 2019. It has not been reinstituted for FY 23/24.

The Gehring Group recommends that the Village remain with FMIT and continue its coverage. The Village Clerk (who manages the Village's insurance program) has reviewed the proposed annual premium.

If approved, the Village would accept the Florida Municipal Insurance Trust's (FMIT) pricing including all terms, conditions, and pricing. The term of the proposed contract would be for one (1) year and expire on September 30, 2024. 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 contract term.

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

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

If approved, the Village's new premiums for FY 2024 will be effective beginning October 1, 2023.

**FISCAL IMPACT:**

The proposed premiums are included within the proposed FY 2024 Budget - General Fund and Water and Sewer Enterprise Fund.

**ATTACHMENTS:**

1. VPS - P&C Renewal - Executive Summary FY 23-24
2. VPS Renewal Evaluation



*Village of Palm Springs*  
**Property, Casualty & Workers' Compensation**  
**Executive Summary**  
*Effective Date: October 1, 2023*

The Florida Municipal Insurance Trust, the incumbent Property, Casualty and Workers' Compensation insurance carrier for the Village of Palm Springs, has provided a renewal proposal for FY 2023/2024 with regards to Property & Inland Marine, General Liability, Public Officials Liability, Employment Practices Liability, Law Enforcement Liability, Auto Liability & Physical Damage and Workers' Compensation insurance coverage. They proposed an overall renewal premium of \$1,240,466 which represents an increase of \$451,974, or 57.3% versus the expiring premium of \$788,492.

Because of the ongoing, annual catastrophic losses from hurricanes – Hurricane Ian causing over \$150 million in losses for FMIT, and over \$60 billion in insured losses amongst all carriers – earthquakes, floods, and wildfires that have had devastating effects worldwide, reinsurers have significantly increased their costs to underwrite global property losses and forced carriers to adopt higher retention levels while simultaneously reducing coverage capacity. Therefore, FMIT board members elected to suspend the Return of Premium (ROP) credit as of FY 2019/2020 and made a policy coverage form modification that removes the ability for members to adopt Specified Value contracts, and effectively exercises the Asset Survey value adoption provision in all contracts effective 10/1/23. This resulted in a large increase (59.9%) to the Village's Total Insured Value (TIV) from roughly \$34.9 million to \$55.8 million. In conjunction with other market factors, such as the inflationary environment causing increased building costs, this resulted in an abnormally high increase in Property insurance premiums for FY 2023/2024 across the entire Property insurance market. The Village's Property insurance premium alone saw a 277% increase over current, for a total annual premium of \$513,299.

The Village also saw a 9.9% increase to payrolls that impact premium underwriting for General Liability and Workers' Compensation lines. These coverages saw 24.6% and 9% increases, respectively. The Village's Auto Liability and Physical Damage coverage saw a 1% decrease and 8.5% increase, respectively. The Village also receives Pollution Liability and Statutory AD&D coverages with FMIT directly, for which renewal premiums were not available at the time of this agenda submission. Those costs are, however, factored into the overall annual premium total stated above and were carried forward from expiring.

**Summary**

*Gehring Group recommends that the Village of Palm Springs renew its Property, Inland Marine, General Liability, Automobile, Workers' Compensation and Crime coverages with the FMIT for the package premium of \$1,234,032; and renew its Pollution Liability and Statutory AD&D policies with AWAC and National Union Fire Ins. Co., respectively, for a combined premium of \$6,434.*

*The overall program cost for the Village of Palm Spring's FY 2023/2024 Property & Casualty and Workers' Compensation program is \$1,240,466.*

Village of Palm Springs  
Property, Casualty & Workers' Compensation Insurance Renewal Evaluation  
Effective: 10/1/2023



|                                                               | CURRENT                                              |                  |                | RENEWAL                                              |                  |                | RENEWAL ALT#1                                        |                  |                | RENEWAL ALT#2                                        |                  |                |
|---------------------------------------------------------------|------------------------------------------------------|------------------|----------------|------------------------------------------------------|------------------|----------------|------------------------------------------------------|------------------|----------------|------------------------------------------------------|------------------|----------------|
|                                                               | Florida Municipal Insurance Trust<br>2022-2023       |                  |                | Florida Municipal Insurance Trust<br>2023-2024       |                  |                | Florida Municipal Insurance Trust<br>2023-2024       |                  |                | Florida Municipal Insurance Trust<br>2023-2024       |                  |                |
| Coverage Type                                                 | Deductible                                           | Liability Limits | Premium        | Deductible                                           | Liability Limits | Premium        | Deductible                                           | Liability Limits | Premium        | Deductible                                           | Liability Limits | Premium        |
| Property                                                      | \$5,000 AOP;<br>5% NS                                | \$ 34,898,768    | \$ 136,105     | \$5,000 AOP;<br>5% NS                                | \$ 55,805,992    | \$ 513,299     | \$5,000 AOP;<br>7.5% NS                              | \$ 55,805,992    | \$ 467,102     | \$5,000 AOP;<br>10% NS                               | \$ 55,805,992    | \$ 426,038     |
| Inland Marine - Scheduled                                     | \$ 5,000                                             | \$ 932,303       | Included Above | \$ 5,000                                             | \$ 932,303       | Included Above | \$ 5,000                                             | \$ 932,303       | Included Above | \$ 5,000                                             | \$ 932,303       | Included Above |
| Flood                                                         | Zones B,C,X:<br>\$5,000; Zones<br>A&V: NFIP<br>Limit | \$ 5,000,000     | Included Above | Zones B,C,X:<br>\$5,000; Zones<br>A&V: NFIP<br>Limit | \$ 5,000,000     | Included Above | Zones B,C,X:<br>\$5,000; Zones<br>A&V: NFIP<br>Limit | \$ 5,000,000     | Included Above | Zones B,C,X:<br>\$5,000; Zones<br>A&V: NFIP<br>Limit | \$ 5,000,000     | Included Above |
| Crime Coverage                                                | \$0                                                  | \$ 1,000,000     | Included Above | \$0                                                  | \$ 1,000,000     | Included Above | \$0                                                  | \$ 1,000,000     | Included Above | \$0                                                  | \$ 1,000,000     | Included Above |
| Active Assailant/Deadly Weapon                                | \$ 2,500                                             | \$ 1,000,000     | Included Above | \$ 2,500                                             | \$ 1,000,000     | Included Above | \$ 2,500                                             | \$ 1,000,000     | Included Above | \$ 2,500                                             | \$ 1,000,000     | Included Above |
| General Liability                                             | N/A                                                  | \$ 1,000,000     | \$ 146,980     | N/A                                                  | \$ 1,000,000     | \$ 183,170     | N/A                                                  | \$ 1,000,000     | \$ 183,170     | N/A                                                  | \$ 1,000,000     | \$ 183,170     |
| Payroll Basis                                                 |                                                      | \$9,536,527      |                |                                                      | \$10,672,005     |                |                                                      | \$10,672,005     |                |                                                      | \$10,672,005     |                |
| Public Official Liability & Employment<br>Practices Liability |                                                      | \$ 1,000,000     | Included Above |                                                      | \$ 1,000,000     | Included Above |                                                      | \$ 1,000,000     | Included Above |                                                      | \$ 1,000,000     | Included Above |
| Law Enforcement Liability                                     |                                                      | \$ 1,000,000     | Included Above |                                                      | \$ 1,000,000     | Included Above |                                                      | \$ 1,000,000     | Included Above |                                                      | \$ 1,000,000     | Included Above |
| Cyber Liability                                               |                                                      | \$ 2,000,000     | Included Above |                                                      | \$ 2,000,000     | Included Above |                                                      | \$ 2,000,000     | Included Above |                                                      | \$ 2,000,000     | Included Above |
| Auto Liability                                                | N/A                                                  | \$ 1,000,000     | \$ 62,581      | N/A                                                  | \$ 1,000,000     | \$ 61,949      | N/A                                                  | \$ 1,000,000     | \$ 61,949      | N/A                                                  | \$ 1,000,000     | \$ 61,949      |
| Personal Injury Protection                                    |                                                      | \$ 10,000        | Included Above |                                                      | \$ 10,000        | Included Above |                                                      | \$ 10,000        | Included Above |                                                      | \$ 10,000        | Included Above |
| Medical Payments                                              |                                                      | \$ 5,000         | Included Above |                                                      | \$ 5,000         | Included Above |                                                      | \$ 5,000         | Included Above |                                                      | \$ 5,000         | Included Above |
| Auto Physical Damage                                          |                                                      |                  | \$ 40,906      |                                                      |                  | \$ 44,390      |                                                      |                  | \$ 44,390      |                                                      |                  | \$ 44,390      |
| Comp & Collision Coverage                                     | \$1,000                                              | Per Schedule     | Included Above | \$1,000                                              | Per Schedule     | Included Above | \$1,000                                              | Per Schedule     | Included Above | \$1,000                                              | Per Schedule     | Included Above |
| # Units/ACV                                                   |                                                      | 139/\$4,174,335  |                |                                                      | 149/\$4,836,476  |                |                                                      | 149/\$4,836,476  |                |                                                      | 149/\$4,836,476  |                |
| Workers' Compensation                                         | N/A                                                  | Statutory        | \$ 395,486     | N/A                                                  | Statutory        | \$ 431,224     | N/A                                                  | Statutory        | \$ 431,224     | N/A                                                  | Statutory        | \$ 431,224     |
| Payroll Exposure Basis                                        |                                                      | \$14,687,104     |                |                                                      | \$16,134,156     |                |                                                      | \$16,134,156     |                |                                                      | \$16,134,156     |                |
| Experience Mod Factor                                         |                                                      | 1.21             |                |                                                      | 1.20             |                |                                                      | 1.20             |                |                                                      | 1.20             |                |
| Total Additional Insurance                                    |                                                      |                  | \$ 6,434       |                                                      |                  | \$ 6,434       |                                                      |                  | \$ 6,434       |                                                      |                  | \$ 6,434       |
| Pollution Liability*                                          | \$10,000                                             | \$ 1,000,000     | \$ 3,524       | \$10,000                                             | \$ 1,000,000     | \$ 3,524       | \$10,000                                             | \$ 1,000,000     | \$ 3,524       | \$10,000                                             | \$ 1,000,000     | \$ 3,524       |
|                                                               |                                                      | \$75,000         |                |                                                      | \$75,000         |                |                                                      | \$75,000         |                |                                                      | \$75,000         |                |
| Statutory AD&D*                                               | N/A                                                  | \$75,000         | \$ 2,910       | N/A                                                  | \$75,000         | \$ 2,910       | N/A                                                  | \$75,000         | \$ 2,910       | N/A                                                  | \$75,000         | \$ 2,910       |
|                                                               |                                                      | \$225,000        |                |                                                      | \$225,000        |                |                                                      | \$225,000        |                |                                                      | \$225,000        |                |
| Total Annual Premium                                          |                                                      |                  | \$ 788,492     |                                                      |                  | \$ 1,240,466   |                                                      |                  | \$ 1,194,269   |                                                      |                  | \$ 1,153,205   |
| \$ Increase/Decrease                                          |                                                      |                  | N/A            |                                                      |                  | \$ 451,974     |                                                      |                  | \$ 405,777     |                                                      |                  | \$ 364,713     |
| % Increase/Decrease                                           |                                                      |                  | N/A            |                                                      |                  | 57.3%          |                                                      |                  | 51.5%          |                                                      |                  | 46.3%          |

\* Renewal premiums not yet received



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Administration

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**ITEM #3:** Appointments to the Parks and Recreation Board

**SUMMARY:** There is a Regular member vacancy due to the resignation of Mrs. Ashley Saingilus. There are also two (2) Alternate member vacancies on the Parks and Recreation Board.

Mrs. MaryAnne Klausner, a long-term community resident, is interested in serving on the Parks and Recreation Board. She can provide valuable input to improve our parks and recreation program.

If approved, Mrs. Klausner would serve an unexpired term that expires on May 14, 2024.

There would be one (1) Senior Alternate and one (1) Junior Alternate vacancy remaining on the Parks and Recreation Board.

**FISCAL IMPACT:**

There is no fiscal impact on the Village.

**ATTACHMENTS:**

1. Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Administration

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**ITEM #4:** Appointment to the PBC Multi-Jurisdictional Issues Coordination Forum (Issues Forum) - Regular Member

**SUMMARY:** The Issues Forum was created through an Interlocal Agreement in 1993. It consists of all participating governments (County, Municipalities), school boards, SFWMDs, and special districts. It intends to identify multi-jurisdictional issues and find solutions to them. Additionally, it develops a countywide position in multi-jurisdictional matters and provides constructive feedback on county legislative proposals. The forum meets quarterly to discuss issues, refer topics for further investigation, oversee the Executive Committee, and foster good intergovernmental cooperation and relationships.

Members of the Issues Forum are usually elected officials. Each signatory has one vote, allowing everyone to accept, veto, or modify an Executive Committee decision by 2/3 of the participants and to raise an issue of multi-jurisdictional significance. Due to the recent resignation of Council Member Doug Gunther, there is a need to appoint a representative from the Village to serve on the Multi-Jurisdictional Issues Coordination Forum (Issues Forum). The Village Manager, Michael Bornstein, has volunteered to serve as the representative for the Village, if the Village Council approves.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

None



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** HR Department

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**ITEM #5:** Service Employees International Union/Florida Public Services Union ( SEIU/FPSU) Agreement - Reopener Amendments (TA)

**Summary:** The Village and the Service Employees International Union/Florida Public Services Union (SEIU/FPSU) have negotiated and come to a Tentative Agreement (TA'ed) to amend two (2) Articles within the existing three (3) year union agreement, which expires on September 30, 2024.

The Village and SEIU have agreed with a 3% Across the Board effective October 1, 2023, and a 2% merit increase upon a passing evaluation. For Fiscal Year 2023-2024 only, "topped out" employees shall be eligible for the merit increase, but any such increase shall not further adjust the wage scale.

The Articles with significant changes from the previous contract are:

1. Article 33 - Standby - Recall
2. Article 39 - Compensation Plan

On August 24, 2023, SEIU members voted on the proposed article with a 54-0 result, thus passing the proposed changes.

The Village Council is requested to approve the Tentative Agreement (TA'ed) between the Village and SEIU to amend two (2) Articles within the existing three (3) year union agreement, which expires on September 30, 2024.

**FISCAL IMPACT:**

The impacts related to the salary increases are included within the proposed FY 2024 Budget - General Fund.

**ATTACHMENTS:**

1. Signed Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Tentative Agreement Re-Opener 2023

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF PALM SPRINGS**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION/FLORIDA PUBLIC SERVICES UNION  
SEIU/FPSU**

**2023-2024 REOPENER**

SEIU / Date PH 8/16/23

Village / Date  8/14/23



## **Article 33**

### **Standby – Recall**

**33.1** Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional seventeen dollars and fifty cents ~~five percent (5%) (\$17.50)~~ of their regular hourly pay rate for ~~hours worked~~ per weekday and twenty-two dollars and fifty cents ~~22.50~~ per weekend day or holiday during the on-call workweek. Cell phones may be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of apps, camera/video functions or Internet usage is permitted. On-Call employees are expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes.

**33.2** The Village shall implement an expanded take home vehicle pilot program. The program shall last for the duration of the contract. The program permits On-Call employees who live within fifteen (15) miles of the Village and/or the Village's future annexation area to take their Village-assigned service vehicles home. The Village may, upon providing 30-days' notice to the Union, revoke the pilot program. During the pilot program, no employee shall be required to reimburse the Village for participating in the take home vehicle pilot program. The program is not available to any employees who live outside of the areas referenced herein.

**33.3** Employees are only permitted to use vehicles for approved work-related duties. Any employee who uses a take home vehicle for non-approved work-related duties will forfeit their use of a take home vehicle for a duration to be determined by their Department Director and may be subject to disciplinary action. In addition, the personal use of a Village-owned vehicle may be considered part of an employee's taxable income and the Village would be required to add the value of the personal use to the employee's wages and subject that value to taxation.

**33.4** When called out, On-Call employees, who do not live within fifteen (15) miles of the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is

SEIU / Date RH - 8/14/23

Village / Date [Signature] 8/14/23



completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.

**33.5** The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit in employee from responding to the Call-Out issue within 45 minutes. Supervisors, whether or not assigned to On-Call status, shall be available on their Village-issued cell phones in the event of a major emergency.

**33.6** A list of employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone and/or failure to report to a call-out issue may result in disciplinary action.

**33.7** On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation when the callback begins between 8:00 a.m. and 12:00 a.m. or three (3) hours of compensation when the callback begins between 12:01 a.m. and the employee's scheduled start time. All time spent by an On-Call employee responding to a call-out issue will be paid at time and one half (1.5). Compensation may be taken as pay or compensatory time.

**33.8** On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.

SEIU / Date

RH 8/14/23

Village / Date

[Signature] 8/14/23

**Article 39**  
**Compensation Plan**

39.1 The merit plan will remain In effect.

For Fiscal Year 2021/2022:

39.2 As of October 1, 2021, Bargaining Unit members will receive a three percent (3%) Across the Board increase, payable the first pay period in Fiscal Year 2021/2022.

"Topped out" (i.e., at the maximum of their pay scales) base pay will be increased to allow employees who are "topped out" to receive the full Across the Board pay increase to their base pay according to the provisions outlined in this Article.

39.3 Unless "topped out," all Bargaining Unit Members who receive the **General Employee Evaluation Form** with a total point score of 28 or more on their most recent annual evaluation will receive a two percent (2%) merit increase to their base rate of pay. If a score of 27 is received, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 28 is received, a merit raise will not be received that fiscal year.

Those Bargaining Unit Members who receive the **Supervisor Evaluation Form** with a total point score of 36 or more on their most recent annual evaluation will receive a two percent (2%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.

39.4 At any time during the term of this Agreement, the Village will Implement a bi-weekly payroll period and will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly pay roll period.

Village Employees will be permitted to "cash out up to forty ( 40) hours of paid leave time or compensatory time during the two-week period prior to the implementation of the bi-weekly pay roll period.

SEIU / Date RH 8/16/23

Village / Date RN 8/14/23



For the Fiscal Year 2022/2023:

**39.135** All Bargaining Unit Members will receive a five percent (5%) Across the Board increase, payable the first full pay period of fiscal year 2022-2023 which begins Wednesday, October 5 through Tuesday, October 11. Across the Board increases shall be paid retroactively to the first full pay period of fiscal year 2022-2023. For the duration of the contract, the minimum and maximum of the pay range shall be adjusted by the same percentage as the Across the Board increase.

**39.146** After the 5% Across the Board increases are applied, Bargaining Unit Members whose pay rate is below the minimum market pay rate for their position shall receive a salary adjustment that will raise their pay rate to the minimum market pay rate established as a result of the 2022 salary survey. The salary adjustment shall be paid retroactively to the first full pay period of fiscal year 2022-2023.

**39.157** After the market pay rate adjustments are made to eligible Bargaining Unit Members, pay equity adjustments will be applied to the pay rate of those eligible Bargaining Unit Members to provide credit for the time the member has served in the position. Pay equity adjustments shall be paid retroactively to the first full pay period of fiscal year 2022-2023.

**39.16—8** Effective April 1, 2023, all Bargaining Unit Members will receive a one percent (1%) Across the Board increase, payable the first full pay period after April 1, 2023 which begins Wednesday, April 5 through Tuesday, April 11.

**39.17—9** For the duration of the contract only employees identified in Appendix B ("Topped Out") shall be permitted to exceed the maximum of the pay range and shall only receive Across the Board increases.

**39.18—10** All Bargaining Unit Members shall be evaluated, but no merit increases shall be provided for fiscal year 2022/2023. If a score of 27 is received on the **General Employee Evaluation**, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 36 is received on the **Supervisor Employee Evaluation Form**, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker.

SEIU / Date

RH 8/16/23

Village / Date

AL 8/14/23

For the Fiscal Year 2023/2024:

39.11 During the first full pay period after ratification of the Re-Opener Agreement that also occurs after October 1, 2023, Bargaining Unit members will receive a three percent (3%) Across the Board increase.

"Topped out" (i.e., at the maximum of their pay scales) base pay will be increased to allow employees who are "topped out" to receive the full Across the Board pay increase to their base pay according to the provisions outlined in this Article.

39.12 Additionally, Bargaining Unit Members are eligible for a merit increase of up to two percent (2%) as set forth in Section 39.3. However, for Fiscal Year 2023-2024 only, "topped out" employees shall be eligible for the merit increase, but any such increase shall not further adjust the wage scale. The Union and the Bargaining Unit Members shall not propose to include topped out employees in the merit increase going forward.

SEIU / Date

RH 8/16/23

Village / Date

AL 8/14/23

### Amendment of the Collective Bargaining Agreement

Effective upon ratification of this Re-Opener Agreement, the language negotiated by the Parties in Articles 33 and 39 as set forth herein shall amend the respective Articles. Any provisions contained in the previously ratified Articles of the Collective Bargaining Agreement not expressly mentioned or amended in this Re-opener Agreement shall remain in full force and effect.

SEIU / Date RH 8/16/23

Village / Date Rh 8/14/23



**Appendix "B"**  
**"Topped Out" Employees**

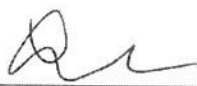
A "Topped Out" employee is an employee whose pay rate is above the maximum of the pay range assigned to the applicable pay grade. Employees who are topped out are not eligible for additional pay increases unless and until the range maximums are increased above the applicable pay rate or the employee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

Although identified as Topped Out employees, the following employees shall receive the same Across the Board increases as provided to all other Bargaining Unit Members. These Topped Out employees shall not receive merit increases. Members not identified on the list below whose pay rate exceeds the maximum of the pay range after the adjustments to the pay ranges provided in Article 39, shall not receive Across the Board or Merit increases.

| Topped Out SEIU Employees |          |
|---------------------------|----------|
| Employee Name             | Job Code |
| Victoria Martinez         | 0506     |
| Elisha Khatami            | 0506     |
| John Brown                | 0604     |
| Henry Estela              | 0612     |
| Carol Beebe               | 0621     |
| Christopher Kovacs        | 0629     |
| Jose Martinez             | 0626     |
| Thairone Blanchette       | 0630     |
| Paul Teresi               | 0636     |
| Andrew Klausner           | 0640     |
| Lisa Veres                | 0703     |

THIS CONTRACT was tentatively agreed upon by the Village Manager, as Chief Executive Officer, and the Chief Negotiator and Agent of the SEIU/FPSU. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

SEIU / Date RA 8/16/23

Village / Date  8/14/23

FOR THE SEIU/FPSU:

FOR THE VILLAGE:

\_\_\_\_\_  
Chief Negotiator and Agent  
SEIU/FPSU

\_\_\_\_\_  
Michael Bornstein  
Village Manager

THIS CONTRACT was ratified by the parties on the last date shown below:

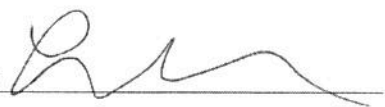
\_\_\_\_\_  
Rodrigo Hidalgo  
SEIU/FPSU

\_\_\_\_\_  
Bev Smith  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SEIU / Date RH 8/16/23

Village / Date 



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Finance

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**ITEM #6:** Resolution No. 2023-45 - Budget Transfer from Council Contingency

**SUMMARY:** Staff is requesting the Village Council to consider a Budget Transfer from Council Contingency (\$30,000 total) to cover additional costs in various departments for FY 2023.

The proposed budget transfer would amend the following Department budgets for the FY 2022-2023:

| <b><u>Account Number</u></b> | <b><u>Account Name</u></b> | <b><u>Proposed Change</u></b> |
|------------------------------|----------------------------|-------------------------------|
| 01114-53100                  | Professional Fees - Legal  | \$17,000 Increase             |
| 01115-53400                  | Other Contractual Services | \$13,000 Increase             |

Council Contingency has a current budget of \$217,725. After this transfer, Council Contingency will have a remaining balance of \$187,725.

**FISCAL IMPACT:**

The budget for Council Contingency is \$217,725, which will be decreased by \$30,000. Legal fees will increase by \$17,000 from \$171,000 to \$188,000, and Other Contractual Services in Human Resources will increase by \$13,000 to cover additional team-building training sessions. Council Contingency will have a balance of \$187,725 after this transfer.

**ATTACHMENTS:**

1. Resolution No. 2023-45 Budget Transfer
2. Budget Summary Advertisement
3. Budget Transfer Council Contingency - Transfer



**RESOLUTION NO. 2023-45**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET TRANSFER AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES TO COVER THE COSTS IN MULTIPLE DEPARTMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palm Springs, Florida ("Village") previously adopted the FY 2023 Annual Operating Budget, pursuant to Ordinance No. 2022-11 on September 22, 2022; and

**WHEREAS**, the Village find it is necessary to transfer funds from Council Contingency for \$30,000 to cover the following:

- (1) \$17,000 - Increase in Legal Services; and
- (2) \$13,000 - Additional for teambuilding sessions for the Village Staff; and

**WHEREAS**, adoption of the FY 2022 - 2023 amended Annual Operating Budget set forth herein serves a value for public purpose.

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

**Section 1.** The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

**Section 2.** The funds and available resources and revenues more specifically described in "Exhibit A", attached hereto, and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other

expenses of departments of the Village for the fiscal year.

**Section 3.** The revenues and expenses as set forth in “Exhibit A” are hereby incorporated by reference and are hereby adopted as the amended budget for FY 2022 - 2023.

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

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this day of September 14, 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

**PROPOSED BUDGET  
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2022 - 2023**

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS  
ARE 13.2% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

| <b>ESTIMATED REVENUES:</b>                                                     | <b>MILLAGE<br/>PER \$1,000</b> | <b>GENERAL<br/>FUND</b> | <b>AMERICAN<br/>RESCUE<br/>PLAN FUND</b> | <b>PALM<br/>SPRINGS<br/>CRA</b> | <b>DEBT<br/>SERVICE<br/>FUND</b> | <b>WATER<br/>&amp; SEWER<br/>ENTERPRISE<br/>FUND</b> | <b>STORMWATER<br/>UTILITY<br/>ENTERPRISE<br/>FUND</b> | <b>TOTAL<br/>VILLAGE<br/>BUDGET</b> |
|--------------------------------------------------------------------------------|--------------------------------|-------------------------|------------------------------------------|---------------------------------|----------------------------------|------------------------------------------------------|-------------------------------------------------------|-------------------------------------|
| Taxes:                                                                         |                                |                         |                                          |                                 |                                  |                                                      |                                                       |                                     |
| <b>Ad Valorem Taxes</b>                                                        | <b>3.5000</b>                  | \$5,644,353             |                                          | \$213,385                       |                                  |                                                      |                                                       | \$5,857,738                         |
| <b>Voted Debt Service Ad Valorem Tax</b>                                       | <b>0.2639</b>                  |                         |                                          |                                 | \$426,055                        |                                                      |                                                       | \$426,055                           |
| Sales and Use Taxes                                                            |                                | \$2,555,948             |                                          |                                 |                                  |                                                      |                                                       | \$2,555,948                         |
| Utility Service Taxes                                                          |                                | \$2,984,989             |                                          |                                 |                                  |                                                      |                                                       | \$2,984,989                         |
| Local Business Taxes                                                           |                                | \$413,000               |                                          |                                 |                                  |                                                      |                                                       | \$413,000                           |
| Permits and Fees                                                               |                                | \$2,771,920             |                                          |                                 |                                  |                                                      |                                                       | \$2,771,920                         |
| Intergovernmental Revenues                                                     |                                | \$4,307,103             | \$0                                      |                                 |                                  |                                                      |                                                       | \$4,307,103                         |
| Charges for Services                                                           |                                | \$3,099,451             |                                          |                                 |                                  | \$22,772,639                                         | \$524,966                                             | \$26,397,056                        |
| Fines and Forfeitures                                                          |                                | \$248,000               |                                          |                                 |                                  | \$559,710                                            |                                                       | \$807,710                           |
| Miscellaneous Revenues                                                         |                                | \$436,316               | \$20,000                                 |                                 |                                  | \$89,596                                             |                                                       | \$545,912                           |
| <b>TOTAL SOURCES</b>                                                           |                                | <b>\$22,461,080</b>     | <b>\$20,000</b>                          | <b>\$213,385</b>                | <b>\$426,055</b>                 | <b>\$23,421,945</b>                                  | <b>\$524,966</b>                                      | <b>\$47,067,431</b>                 |
| Transfers In                                                                   |                                | \$2,804,199             |                                          | \$2,240,077                     |                                  | \$297,036                                            | \$4,896,932                                           | \$10,238,244                        |
| Fund Balances/Reserves/Net Assets                                              |                                | \$7,492,765             | \$7,320,000                              | \$106,016                       |                                  | \$7,645,621                                          |                                                       | \$22,564,402                        |
| <b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>                                |                                | <b>\$32,758,044</b>     | <b>\$7,340,000</b>                       | <b>\$2,559,478</b>              | <b>\$426,055</b>                 | <b>\$31,364,602</b>                                  | <b>\$5,421,898</b>                                    | <b>\$79,870,077</b>                 |
| <b>EXPENDITURES/EXPENSES:</b>                                                  |                                |                         |                                          |                                 |                                  |                                                      |                                                       |                                     |
| Legislative                                                                    |                                | \$428,769               |                                          |                                 |                                  |                                                      |                                                       | \$428,769                           |
| Executive                                                                      |                                | \$991,648               |                                          |                                 |                                  |                                                      |                                                       | \$991,648                           |
| Finance                                                                        |                                | \$885,860               |                                          |                                 |                                  |                                                      |                                                       | \$885,860                           |
| Legal                                                                          |                                | \$188,000               |                                          |                                 |                                  |                                                      |                                                       | \$188,000                           |
| Human Resources                                                                |                                | \$398,979               |                                          |                                 |                                  |                                                      |                                                       | \$398,979                           |
| Information Technology                                                         |                                | \$1,280,120             |                                          |                                 |                                  |                                                      |                                                       | \$1,280,120                         |
| General Government                                                             |                                | \$471,863               |                                          |                                 |                                  |                                                      |                                                       | \$471,863                           |
| Planning, Zoning & Building                                                    |                                | \$1,500,053             |                                          |                                 |                                  |                                                      |                                                       | \$1,500,053                         |
| Law Enforcement                                                                |                                | \$17,268,197            |                                          |                                 |                                  |                                                      |                                                       | \$17,268,197                        |
| Sanitation                                                                     |                                | \$1,587,355             |                                          |                                 |                                  |                                                      |                                                       | \$1,587,355                         |
| Water and Sewer Utility                                                        |                                |                         |                                          |                                 |                                  | \$28,428,593                                         |                                                       | \$28,428,593                        |
| Stormwater Utility                                                             |                                |                         |                                          |                                 |                                  |                                                      | \$5,421,898                                           | \$5,421,898                         |
| Public Works                                                                   |                                | \$3,695,609             |                                          |                                 |                                  |                                                      |                                                       | \$3,695,609                         |
| Community Redevelopment Agency                                                 |                                |                         |                                          | \$2,559,478                     |                                  |                                                      |                                                       | \$2,559,478                         |
| Economic Development                                                           |                                |                         | \$0                                      |                                 |                                  |                                                      |                                                       | \$0                                 |
| Library                                                                        |                                | \$966,607               |                                          |                                 |                                  |                                                      |                                                       | \$966,607                           |
| Parks and Recreation                                                           |                                | \$2,755,909             |                                          |                                 |                                  |                                                      |                                                       | \$2,755,909                         |
| Special Events                                                                 |                                | \$125,690               |                                          |                                 |                                  |                                                      |                                                       | \$125,690                           |
| Debt Service                                                                   |                                |                         |                                          |                                 | \$426,055                        | \$251,150                                            |                                                       | \$677,205                           |
| <b>TOTAL EXPENDITURES/EXPENSES</b>                                             |                                | <b>\$32,544,659</b>     | <b>\$0</b>                               | <b>\$2,559,478</b>              | <b>\$426,055</b>                 | <b>\$28,679,743</b>                                  | <b>\$5,421,898</b>                                    | <b>\$69,631,833</b>                 |
| Transfers Out                                                                  |                                | \$213,385               | \$7,340,000                              | \$0                             |                                  | \$2,684,859                                          |                                                       | \$10,238,244                        |
| Fund Balances/Reserves/Net Assets                                              |                                | \$0                     | \$0                                      | \$0                             | \$0                              | \$0                                                  | \$0                                                   | \$0                                 |
| <b>TOTAL APPROPRIATED EXPENDITURES,<br/>TRANSFERS, RESERVES &amp; BALANCES</b> |                                | <b>\$32,758,044</b>     | <b>\$7,340,000</b>                       | <b>\$2,559,478</b>              | <b>\$426,055</b>                 | <b>\$31,364,602</b>                                  | <b>\$5,421,898</b>                                    | <b>\$79,870,077</b>                 |

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.  
Reflects transfer from Council Contingency of \$30,000, \$17K to Legal \$13K to HR

## Transfer Number

**EXPLANATION :** Cover increase legal services and team training sessions

|                                                                  |                                                                                                                                                                        |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prepared by: <u><i>[Signature]</i></u> Date: <u>8/30/23</u>      | Approved <u><i>[Signature]</i></u> <u>8/30/23</u><br>Denied _____<br><div style="text-align: center;">Village Manager</div> <div style="text-align: right;">Date</div> |
| Approved by: _____      Date: _____                              | Approved by Council (Date of Meeting) _____                                                                                                                            |
| Finance Reviewed: <u><i>[Signature]</i></u> Date: <u>8/30/23</u> | Processed by _____<br>Finance: _____      Date: _____                                                                                                                  |



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Public Works

**ITEM #7:** Approve Lakewood West of Kirk Road Stormwater Improvements (Task Order No. 293) - Invitation to Bid (ITB No. 2023B-002) - Public Works Department (FY2024 Budget Funded - Stormwater Enterprise Fund - American Rescue Plan Act (ARPA) - R & D Paving, LLC.

**Summary:** The Public Works Department, through the Stormwater Master Plan, has identified a need to address localized flooding on segments of Lakewood Road at the intersections with Almar Road and Patio Court. The proposed improvements will include the addition of stormwater piping and structures on Price Street, Patio Court, Alamar Road, and Lakewood Road, as well as the re-establishment of roadside swales.

The Village Council has authorized DRMP, Inc. to serve as the Village's Consulting Engineer to complete the engineering and design for this project (Task Order No. 293) for \$99,940. The proposed construction project involves installing additional catch basins and connecting features to the existing drainage system, which will alleviate local drainage issues and re-establish roadside swales.

To ensure the lowest possible price for this project, the Village issued an Invitation to Bid (ITB) on June 8, 2023, for Lakewood Road West of Kirk Road Stormwater Improvements (ITB No. 2023B-002 - June 8, 2023).

Within the FY 2024 Budget - Stormwater Enterprise Fund (ARPA Funded) and the Capital Improvement Plan (CIP), the Village approved \$667,382.00 for the Lakewood Road West of Kirk Road Stormwater Improvements Project (Task Order No. 293). The Village received three (3) bid proposals:

| <u>Vendor</u>                | <u>Total Bid</u>             |
|------------------------------|------------------------------|
| R & D Paving LLC             | \$ 1,307,925.69              |
| Rosso Site Development, Inc. | \$ 1,363,461.62              |
| FG Construction LLC          | \$ 1,416,956.25 (Incomplete) |

After reviewing the three (3) bids received, the Assistant Public Works Director, the Utilities Project Manager, the Village Attorney, and the Village's Consulting Engineer, DRMP, Inc., determined that R & D Paving LLC provided the lowest responsible and responsive bid. As a result, the staff recommends that the Council award the proposed contract (Task Order No. 293) to R & D Paving LLC for \$1,307,925.69.

Following the Notice to Proceed from the Village, the project will take approximately 240 days (May

2024).

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

The Village has previously not worked with the proposed vendor, but reference check responses were positive.

**FISCAL IMPACT:**

Funding to support the proposed Lakewood Road West of Kirk Road Stormwater Improvements project is available within the FY 2024 Budget - Stormwater Enterprise Fund (ARPA).

**Note:** The proposed bid amount of \$1,307,925.69 was submitted by R & D Paving LLC. The amount is above the engineer's estimate of \$830,000.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and/or services over the term of this contract. 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 Agreement - Lakewood Road West Of Kirk Road Stormwater Improvements (ITB #2023B-002)
2. Village Engineer's Recommendation of Award - Lakewood Road West Of Kirk Road Stormwater Improvements (ITB #2023B-002)
3. Bid Proposal - Lakewood Road West Of Kirk Road Stormwater Improvements - R & D PAVING LLC
4. Bid Tabulation Form - Lakewood Road West Of Kirk Road Stormwater Improvements (ITB #2023B-002)
5. Invitation to Bid - Lakewood Road West Of Kirk Road Stormwater Improvements (ITB #2023B-002)
6. Bid Plans - Lakewood Road West Of Kirk Road Stormwater Improvements (ITB #2023B-002)
7. Bid Specifications - Lakewood Road West Of Kirk Road Stormwater Improvements (ITB #2023B-002)
8. Captial Improvement Project Form - Lakewood Road West Of Kirk Road Stormwater Improvements



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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and  
R & D PAVING, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lakewood Rd West of Kirk Stormwater Improvements

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by DRMP, Inc..
- 3.02 The Owner has retained Village Inspector ("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 210 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 240 days after the date when the Contract Times commence to run.

*4.03 Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 200 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

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**4.04**    *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01    Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| Item No.                                 | Description                                                | Unit | Estimated Quantity | Bid Unit Price | Bid Price             |
|------------------------------------------|------------------------------------------------------------|------|--------------------|----------------|-----------------------|
| 1                                        | STAKED SILT FENCE, TYPE III                                | LF   | 4152               | \$1.10         | \$4,567.20            |
| 2                                        | INLET PROTECTION SYSTEM                                    | EA   | 24                 | \$104.50       | \$2,508.00            |
| 3                                        | CLEARING & GRUBBING                                        | AC   | 1.510              | \$52,532.00    | \$79,323.32           |
| 4                                        | REMOVAL OF EXISTING CONCRETE PAVEMENT                      | SY   | 1349               | \$53.35        | \$71,969.15           |
| 5                                        | MAILBOX, RESET                                             | EA   | 40                 | \$140.40       | \$5,616.00            |
| 6                                        | MAILBOX, FURNISH & INSTALL, SINGLE OR DOUBLE               | EA   | 38                 | \$684.00       | \$25,992.00           |
| 7                                        | REGULAR EXCAVATION                                         | CY   | 268                | \$28.00        | \$7,504.00            |
| 8                                        | EMBANKMENT                                                 | CY   | 10                 | \$258.00       | \$2,580.00            |
| 9                                        | TYPE B STABILIZATION                                       | SY   | 346                | \$28.70        | \$9,930.20            |
| 10                                       | OPTIONAL BASE, BASE GROUP 01                               | SY   | 103                | \$49.25        | \$5,072.75            |
| 11                                       | OPTIONAL BASE, BASE GROUP 08                               | SY   | 346                | \$41.25        | \$14,272.50           |
| 12                                       | MILL EXIST. ASPHALT PAVEMENT, 1" AVG DEPTH                 | SY   | 1606               | \$8.30         | \$13,329.80           |
| 13                                       | SUPERPAVE ASPHALTIC CONC, TRAFFIC A                        | TN   | 124.0              | \$347.30       | \$43,065.20           |
| 14                                       | INLETS, DT BOT, TYPE C, <10'                               | EA   | 19                 | \$6,930.00     | \$131,670.00          |
| 15                                       | INLETS, DT BOT, TYPE C, >10'                               | EA   | 2                  | \$8,140.00     | \$16,280.00           |
| 16                                       | MANHOLES, P-7, <10'                                        | EA   | 1                  | \$6,930.00     | \$6,930.00            |
| 17                                       | YARD DRAIN                                                 | EA   | 1                  | \$5,940.00     | \$5,940.00            |
| 18                                       | MODIFY EXISTING DRAINAGE STRUCTURE - CORE EXIST. STRUCTURE | EA   | 5                  | \$2,750.00     | \$13,750.00           |
| 19                                       | PIPE CULVERT, OPT MATERIAL, RND, 12"S/CD                   | LF   | 4                  | \$896.50       | \$3,586.00            |
| 20                                       | PIPE CULVERT, OPT MATERIAL, RND, 15"S/CD-PVC               | LF   | 65                 | \$201.30       | \$13,084.50           |
| 21                                       | PIPE CULVERT, OPT MATERIAL, RND, 18"S/CD                   | LF   | 882                | \$239.80       | \$211,503.60          |
| 22                                       | PIPE CULVERT, OPT MATERIAL, RND, 24"S/CD                   | LF   | 201                | \$275.00       | \$55,275.00           |
| 23                                       | PIPE CULVERT, OPT MATERIAL, RND, 30"S/CD                   | LF   | 8                  | \$1,039.50     | \$8,316.00            |
| 24                                       | MITERED END SECTION, OPT RND, 18" CD                       | EA   | 1                  | \$2,860.00     | \$2,860.00            |
| 25                                       | CONCRETE CURB, TYPE D                                      | LF   | 143                | \$33.00        | \$4,719.00            |
| 26                                       | CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK                  | SY   | 2665.4             | \$76.00        | \$202,570.40          |
| 27                                       | PAVERS, ARCHITECTURAL, ROADWAY                             | SY   | 77.9               | \$158.35       | \$12,335.47           |
| 28                                       | PERFORMANCE TURF, SOD                                      | SY   | 5082.2             | \$11.25        | \$57,174.75           |
| 29                                       | WATER METER BOX-SINGLE                                     | EA   | 5                  | \$588.50       | \$2,942.50            |
| 30                                       | WATER METER BOX-DOUBLE                                     | EA   | 29                 | \$770.00       | \$22,330.00           |
| 31                                       | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"                 | LF   | 408                | \$1.00         | \$408.00              |
| 32                                       | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"                 | LF   | 6                  | \$2.20         | \$13.20               |
| 33                                       | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"                 | LF   | 27                 | \$5.45         | \$147.15              |
| 34                                       | MOBILIZATION/DEMOBILIZATION                                | %    | 8                  | \$100,000.00   | \$100,000.00          |
| 35                                       | MAINTENANCE OF TRAFFIC                                     | %    | 10                 | \$35,360.00    | \$35,360.00           |
| 36                                       | CEI                                                        | LS   | 1                  | \$15,000.00    | \$15,000.00           |
| 37                                       | CONTINGENCY                                                | EA   | 1                  | \$100,000.00   | \$100,000.00          |
| <b>Total of All Unit Price Bid Items</b> |                                                            |      |                    |                | <b>\$1,307,925.69</b> |

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.

Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)  
**\$1,307,925.69**

B. 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 20<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### *6.03 Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has 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.

- E. 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.
- F. 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.
- G. 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.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 15, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 72, inclusive).
  - 5. Supplementary Conditions (pages 1 to 10, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of 24 sheets per the Drawing Index listed as follows:
    - a. Sheet 1: Key Sheet
    - b. Sheet 2-3: Typical Sections
    - c. Sheet 4: General Notes
    - d. Sheet 5-8: Existing Conditions
    - e. Sheet 9-12: Demolition Plan
    - f. Sheet 13-16: Roadway Plan
    - g. Sheet 17-19: Miscellaneous Details
    - h. Sheet 20-23: Erosion Control Plan
    - i. Sheet 24: Erosion Control Details
  - 8. Addenda (numbers 1 to 1 inclusive).

9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 87, inclusive).
  - b. American Rescue Plan Act (ARPA) Contract Addendum.
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; however, precedence shall be given to any amendments, change directives, change orders, or field orders, beginning with the most recent in time. Wherever possible, the provisions of all Contract Documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid



and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### *10.05 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### *10.06 Indemnity*

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of

the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

#### *10.07 Governing Law and Remedies*

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### *10.08 Office of the Inspector General*

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

#### *10.09 Scrutinized Companies*

- A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### *10.10 Public Records*

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
1. Keep and maintain public records required by the Village to perform the service.
  2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
  4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, [kwynn@vpsfl.org](mailto: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/Per Claim \$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/Per Claim \$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/Per Claim \$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 the **original** 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 **Forms C-610 and C-615 "Performance" and "Payment" Bonds** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
  - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
- e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
  - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
  - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

#### *10.13 Audit by Village*

- A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

#### *10.14 Copies of Data/Documents*

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

#### *10.15 Ownership*

- A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

#### *10.16 Limitations of Liability*

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

#### *10.17 Enforcement Costs*

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's

execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

**10.18** *Copyrights and/or Patent Rights*

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

**10.19** *Protection of Property*

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

**10.20** *Damage to Persons or Property*

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

**10.21** *Discrimination*

- A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

**10.22** *Construction Defects*

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**10.23** *Public Entity Crimes*

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

#### 10.24 *Scrutinized Companies*

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### 10.25 *E-Verify*

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
  - 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
  - 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
  - 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
  - 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
  - 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,



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

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

VILLAGE:

CONTRACTOR:

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

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

Title: Mayor

Title: \_\_\_\_\_

(Seal)

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

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

Title: Village Clerk

Title: Notary Public

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

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)



August 8, 2023

**DRMP Job #: 18-0488.002**

Mr. Walter Sanchez  
Project Manager  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

**Subject: Lakewood Road West of Kirk Stormwater Improvements - Bid Analysis Summary and Recommendation**

Mr. Sanchez:

On July 12, 2023, our office received the bid submittals for the three bids on the subject project. The bids received were:

- FG Construction LLC, \$1,416,956.25
- R & D Paving LLC, \$1,307,925.69
- Rosso Site Development, Inc, \$1,363,461.62

The bid information provided within the three bid packages submitted have been reviewed. Upon review and discussion with Village Staff, two bidder's overall bid package submittals were determined to be complete.

Of the complete bid package submittals **R & D Paving, LLC**, appears to be the lowest responsive bidder qualified to undertake this project. DRMP takes no exception, nor has any objection to this selection.

Should you have any questions regarding our findings, please feel free to contact this office.

Sincerely,  
**DRMP, Inc.**

Patsy Fuschetto, P.E.  
Project Manager

CC:

SECTION 00400  
BID SUBMISSION CHECKLIST

Project Name: Lakewood Rd West of Kirk Stormwater Improvements

Bid Number: 2023B-002

Bidders Name: R & D PAVING 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. ☒ Completed Section 00457 - Vendor Conflict of Interest Disclosure Statement
13. ☒ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
14. ☒ 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.
15. ☒ Signed copy of all Addenda.
16. ☒ Signed copy of ARPA Contract Addendum.

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

**VILLAGE OF PALM SPRINGS  
PALM SPRINGS, FL  
ITB NO. 2023B-002  
LAKEWOOD ROAD WEST OF KIRK STORMWATER IMPROVEMENTS**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Lakewood Road West of Kirk Stormwater Improvements, Task Order #293** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk at 226 Cypress Lane, Palm Springs, FL 33461**, until **2:00 PM** local time on **July 11, 2023**. At **2:30 PM** all Bids received will be publicly opened and read. The Project consists of constructing stormwater drainage and conveyance along Lakewood Road, Patio Court, Almar Road, and N Price Street.

Bidding Documents may be viewed and downloaded online [www.vpsfl.org](http://www.vpsfl.org) or <http://www.demandstar.com>. Hard copies of bidding Documents may be obtained from DRMP, Inc. on Mondays through Fridays between the hours of 9:00 AM to 4:00 PM and are available 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 \$ 84.00 per 24" x 36" set and \$ 35.00 per 11" x 17" set, plus shipping cost, if applicable, payable by check only to "DRMP, 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 #2023B-002, LAKEWOOD ROAD WEST OF KIRK STORMWATER IMPROVEMENTS**".

A mandatory pre-bid conference will be held on **June 20, 2023, at 2:00 PM** at the **Village of Palm Springs Council Chambers at 226 Cypress Lane, Palm Springs, FL 33461**. Attendance at the pre-bid conference is MANDATORY.

**Bid Opening – July 11, 2023, at 2:30 PM**

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://events.gcc.teams.microsoft.com/event/2d4a3b53-6906-44a7-9fa2-fe0300ecb62b@20801dc8-57d4-4c4b-b981-92be4d50e21c>
- Meeting ID: 246 879 534 476

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](mailto:procurement@vpsfl.org). Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **June 30, 2023, at 5:00 PM** 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

## 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> |
|---------------------|-----------------------|
| 1                   | JULY 5, 2023          |
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and



4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Item No.                                 | Description                                                | Unit | Estimated Quantity | Bid Unit Price | Bid Price             |
|------------------------------------------|------------------------------------------------------------|------|--------------------|----------------|-----------------------|
| 1                                        | STAKED SILT FENCE, TYPE III                                | LF   | 4152               | \$ 1.10        | \$ 4,567.20           |
| 2                                        | INLET PROTECTION SYSTEM                                    | EA   | 24                 | \$ 104.50      | \$ 2,508.00           |
| 3                                        | CLEARING & GRUBBING                                        | AC   | 1.510              | \$ 52,532.00   | \$ 79,323.32          |
| 4                                        | REMOVAL OF EXISTING CONCRETE PAVEMENT                      | SY   | 1349               | \$ 53.35       | \$ 71,969.15          |
| 5                                        | MAILBOX, RESET                                             | EA   | 40                 | \$ 140.40      | \$ 5,616.00           |
| 6                                        | MAILBOX, FURNISH & INSTALL, SINGLE OR DOUBLE               | EA   | 38                 | \$ 684.00      | \$ 25,992.00          |
| 7                                        | REGULAR EXCAVATION                                         | CY   | 268                | \$ 28.00       | \$ 7,504.00           |
| 8                                        | EMBANKMENT                                                 | CY   | 10                 | \$ 258.00      | \$ 2,580.00           |
| 9                                        | TYPE B STABILIZATION                                       | SY   | 346                | \$ 28.70       | \$ 9,930.20           |
| 10                                       | OPTIONAL BASE, BASE GROUP 01                               | SY   | 103                | \$ 49.25       | \$ 5,072.75           |
| 11                                       | OPTIONAL BASE, BASE GROUP 08                               | SY   | 346                | \$ 41.25       | \$ 14,272.50          |
| 12                                       | MILL EXIST. ASPHALT PAVEMENT, 1" AVG DEPTH                 | SY   | 1606               | \$ 8.30        | \$ 13,329.80          |
| 13                                       | SUPERPAVE ASPHALTIC CONC, TRAFFIC A                        | TN   | 124.0              | \$ 347.30      | \$ 43,065.20          |
| 14                                       | INLETS, DT BOT, TYPE C, <10'                               | EA   | 19                 | \$ 6,930.00    | \$ 131,670.00         |
| 15                                       | INLETS, DT BOT, TYPE C, >10'                               | EA   | 2                  | \$ 8,140.00    | \$ 16,280.00          |
| 16                                       | MANHOLES, P-7, <10'                                        | EA   | 1                  | \$ 6,930.00    | \$ 6,930.00           |
| 17                                       | YARD DRAIN                                                 | EA   | 1                  | \$ 5,940.00    | \$ 5,940.00           |
| 18                                       | MODIFY EXISTING DRAINAGE STRUCTURE - CORE EXIST. STRUCTURE | EA   | 5                  | \$ 2,750.00    | \$ 13,750.00          |
| 19                                       | PIPE CULVERT, OPT MATERIAL, RND, 12"S/CD                   | LF   | 4                  | \$ 896.50      | \$ 3,586.00           |
| 20                                       | PIPE CULVERT, OPT MATERIAL, RND, 15"S/CD-PVC               | LF   | 65                 | \$ 201.30      | \$ 13,084.50          |
| 21                                       | PIPE CULVERT, OPT MATERIAL, RND, 18"S/CD                   | LF   | 882                | \$ 239.80      | \$ 211,503.60         |
| 22                                       | PIPE CULVERT, OPT MATERIAL, RND, 24"S/CD                   | LF   | 201                | \$ 275.00      | \$ 55,275.00          |
| 23                                       | PIPE CULVERT, OPT MATERIAL, RND, 30"S/CD                   | LF   | 8                  | \$ 1,039.50    | \$ 8,316.00           |
| 24                                       | MITERED END SECTION, OPT RND, 18" CD                       | EA   | 1                  | \$ 2,860.00    | \$ 2,860.00           |
| 25                                       | CONCRETE CURB, TYPE D                                      | LF   | 143                | \$ 33.00       | \$ 4,719.00           |
| 26                                       | CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK                  | SY   | 2665.4             | \$ 76.00       | \$ 202,570.40         |
| 27                                       | PAVERS, ARCHITECTURAL, ROADWAY                             | SY   | 77.9               | \$ 158.35      | \$ 12,335.47          |
| 28                                       | PERFORMANCE TURF, SOD                                      | SY   | 5082.2             | \$ 11.25       | \$ 57,174.75          |
| 29                                       | WATER METER BOX-SINGLE                                     | EA   | 5                  | \$ 588.50      | \$ 2,942.50           |
| 30                                       | WATER METER BOX-DOUBLE                                     | EA   | 29                 | \$ 770.00      | \$ 22,330.00          |
| 31                                       | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"                 | LF   | 408                | \$ 1.00        | \$ 408.00             |
| 32                                       | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"                 | LF   | 6                  | \$ 2.20        | \$ 13.20              |
| 33                                       | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"                 | LF   | 27                 | \$ 5.45        | \$ 147.15             |
| 34                                       | MOBILIZATION/DEMOBILIZATION                                | %    | 8                  | \$ 100,000.00  | \$ 100,000.00         |
| 35                                       | MAINTENANCE OF TRAFFIC                                     | %    | 10                 | \$ 35,360.00   | \$ 35,360.00          |
| 36                                       | CEI                                                        | LS   | 1                  | \$ 15,000.00   | \$ 15,000.00          |
| 37                                       | CONTINGENCY                                                | EA   | 1                  | \$ 100,000.00  | \$ 100,000.00         |
| <b>Total of All Unit Price Bid Items</b> |                                                            |      |                    |                | <b>\$1,307,925.69</b> |

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 Bid Price \$ 1,307,925.69

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 220 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 250 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.: CUC1226030 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - G. Required Bidder Qualification Statement with supporting data; and

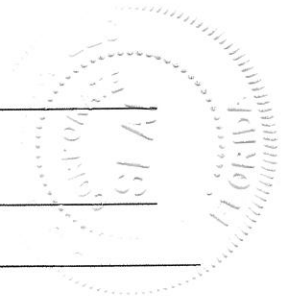
#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

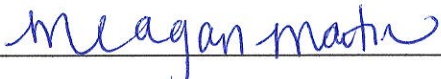
#### ARTICLE 9 – BID SUBMITTAL

BIDDER: R & D PAVING LLC

[Signature]



[Printed name] NANCY G ROSSO  
(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] MEAGAN MARTIN

Title: \_\_\_\_\_

Submittal Date: JULY 11, 2023

Address for giving notices: 400 EXECUTIVE CENTER DR.;STE 210;WEST PALM BEACH, FL 33401  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: 561-588-6681

Fax Number: 561-284-6541

Contact Name and e-mail address: NANCY G ROSSO NANCY@RANDDPAVING.COM  
\_\_\_\_\_

Bidder's License No.: CUC1226030  
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

R & D Paving, LLC  
400 Executive Center Drive, Suite 210, West Palm Beach, FL 33401

**SURETY (Name, and Address of Principal Place of Business):**

FCCI Insurance Company  
6300 University Parkway, Sarasota, FL 34240

**OWNER (Name and Address):**

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

**BID**

Bid Due Date: July 11, 2023

Description (Project Name— Include Location): Lakewood Road West of Kirk Stormwater Improvements,  
Palm Springs, FL

**BOND**

Bond Number: Bid Bond

Date: July 11, 2023

|           |                            |    |           |
|-----------|----------------------------|----|-----------|
| Penal sum | Five Percent of Amount Bid | \$ | 5%        |
|           | (Words)                    |    | (Figures) |

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

R & D Paving, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Nancy G. Rosso

Print Name

managing member

Title

Attest:

Signature

Title Witness

**SURETY**

FCCI Insurance Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Laura W. Dennison

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.



## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Laura W. Dennison**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

Surety Bond No.: Bid Bond

Principal: R & D Paving, LLC

Obligee: Village of Palm Springs

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Peggy Snow  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 11th day of July, 2023

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



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<br/>AND ADDRESS</u>                        | <u>CLASS OF WORK OR MATERIAL</u> |
|-------------------------------------------------------------------------|----------------------------------|
| (1) JOHNSON DAVIS INC<br>604 HILLBRATH AVE.; LANTANA, FL 33462          | UNDERGROUND                      |
| (2) <u>Wm. D. Adams Jr. Inc.</u><br><u>1201 Omar Road WPB, FL 33405</u> | <u>concrete</u>                  |
| (3) _____                                                               | _____                            |
| (4) _____                                                               | _____                            |
| (5) _____                                                               | _____                            |
| (6) _____                                                               | _____                            |
| (7) _____                                                               | _____                            |

BIDDER: R & D PAVING LLC

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

Name: NANCY G ROSSO

Title: MANAGING MEMBER

Date: JULY 11, 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>2320. -</u> |
| 2. Special Shoring              | \$ _____          |

Identify method of compliance for Item #1: TRENCH BOX & ROAD PLATES

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: JOHNSON - DAVIS, INC.

By: CHRISTOPHER JOHNSON

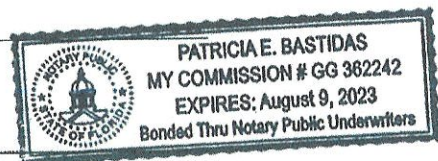
Name: *[Signature]*

Title: SECRETARY / TREASURER

Sworn to and subscribed before me this 10 day of July, 2023

*[Signature]*  
Notary Public

My Commission Expires: Aug. 9, 2023



## 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: R & D PAVING LLC

Address: 400 EXECUTIVE CENTER DRIVE; STE 210; WEST PALM BEACH, FL 33401

**2. SUBMITTED TO:**

Village Clerks Office

**3. SUBMITTED FOR:**

Owner: Village of Palm Springs

Project Name: LAKEWOOD ROAD WEST OF KIRK STORMWATER IMPROVEMENTS

PROJECT # 2023B-002

**TYPE OF WORK:**

STORMWATER IMPROVEMENTS

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Title: NANCY G ROSSO; MANAGING MEMBER

Phone: 561-588-6681

Email: NANCY@RANDDPAVING.COM

5. **AFFILIATED COMPANIES:**

Name: NONE

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: \_\_\_\_\_

EJCDC® C-451, Qualifications Statement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

☒ LIMITED LIABILITY COMPANY

State of Organization: FLORIDA

Date of Organization: FEBRUARY 6, 2012

Members: NANCY G ROSSO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ 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: | UNDERGROUND UTILITY & EXCAVATION |
| License Number:  | CUC1226030                       |
| Jurisdiction:    | PALM BEACH COUNTY                |
| Type of License: | ASPHALT PAVING CONTRACTOR        |
| License Number:  | U21796                           |

8. CERTIFICATIONS

CERTIFIED BY:

|                                   |                   |
|-----------------------------------|-------------------|
| Disadvantage Business Enterprise: |                   |
| Minority Business Enterprise:     | PALM BEACH COUNTY |
| Woman Owned Enterprise:           | PALM BEACH COUNTY |
| Small Business Enterprise:        | PALM BEACH COUNTY |
| Other ( ):                        |                   |

9. BONDING INFORMATION

|                                                          |                                                |
|----------------------------------------------------------|------------------------------------------------|
| Bonding Company:                                         | FCCI INSURANCE COMPANY                         |
| Address:                                                 | 6300 UNIVERSITY PARKWAY, SARASOTA, FL 34240    |
| Bonding Agent:                                           | USI INSURANCE SERVICES                         |
| Address:                                                 | 1122 LADY STREET STE 800<br>COLUMBIA, SC 29201 |
| Contact Name:                                            | LAURA W. DENNISON                              |
| Phone:                                                   | (803) 602-3006                                 |
| Aggregate Bonding Capacity:                              | \$ 9,000,000.00                                |
| Available Bonding Capacity as of date of this submittal: | \$ 6,000,000.00                                |



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
R & D PAVING, LLC

### Filing Information

|                             |                       |
|-----------------------------|-----------------------|
| <b>Document Number</b>      | L12000017367          |
| <b>FEI/EIN Number</b>       | 45-4469049            |
| <b>Date Filed</b>           | 02/06/2012            |
| <b>State</b>                | FL                    |
| <b>Status</b>               | ACTIVE                |
| <b>Last Event</b>           | LC STMNT OF RA/RO CHG |
| <b>Event Date Filed</b>     | 02/15/2019            |
| <b>Event Effective Date</b> | NONE                  |

### Principal Address

400 EXECUTIVE CENTER DRIVE SUITE 210  
WEST PALM BEACH, FL 33401

Changed: 02/15/2019

### Mailing Address

400 EXECUTIVE CENTER DRIVE SUITE 210  
WEST PALM BEACH, FL 33401

Changed: 02/15/2019

### Registered Agent Name & Address

ROSSO, NANCY G  
400 EXECUTIVE CENTER DRIVE SUITE 210  
WEST PALM BEACH, FL 33401

Name Changed: 02/15/2019

Address Changed: 02/15/2019

### Authorized Person(s) Detail

**Name & Address**

Title MGRM

ROSSO, NANCY  
400 EXECUTIVE CENTER DRIVE SUITE 210  
WEST PALM BEACH, FL 33401

**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2021        | 01/26/2021 |
| 2022        | 02/03/2022 |
| 2023        | 01/25/2023 |

**Document Images**

|                                                         |                                          |
|---------------------------------------------------------|------------------------------------------|
| <a href="#">01/25/2023 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/03/2022 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">01/26/2021 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">01/30/2020 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/15/2019 -- CORLCRACHG</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">02/02/2019 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">01/24/2018 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">01/19/2017 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/02/2016 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/04/2015 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">03/17/2014 -- CORLCDSMEM</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">01/20/2014 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/15/2013 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/06/2012 -- Florida Limited Liability</a> | <a href="#">View image in PDF format</a> |





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ROSSO, NANCY GAYNAL**

R & D PAVING, LLC  
400 EXECUTIVE CENTER DR  
SUITE 210  
WEST PALM BEACH FL 33401

**LICENSE NUMBER: CUC1226030**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



| CERTIFICATION NUMBER | TYPE OF COMPETENCY CERTIFICATION |
|----------------------|----------------------------------|
| U-21796              | PAVING CONTRACTOR                |

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : NANCY GAYNAL ROSSO  
 FIRM : R & D PAVING LLC  
 DEA :  
 400 EXECUTIVE CENTER DR  
 SUITE 210  
 WEST PALM BEACH, FL 33401



Issued : 07/27/2021

Expiration date: 09/30/2023



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
 Serving Palm Beach County  
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

400 EXECUTIVE CENTER DR Ste 210  
 WEST PALM BEACH, FL 33401

| TYPE OF BUSINESS          | OWNER         | CERTIFICATION # | RECEIPT #/DATE PAID   | AMT PAID | BILL #    |
|---------------------------|---------------|-----------------|-----------------------|----------|-----------|
| 23-0036 PAVING CONTRACTOR | ROSSO NANCY G | U21796          | B21.561307 - 07/06/21 | \$27.50  | B40143453 |

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2021/2022 LOCAL BUSINESS TAX RECEIPT**

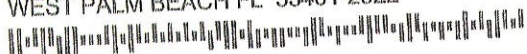
**LBTR Number: 201256880  
 EXPIRES: SEPTEMBER 30, 2022**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



3  
6-773

R&D PAVING LLC  
 R & D PAVING LLC  
 400 EXECUTIVE CENTER DR STE 210  
 WEST PALM BEACH FL 33401-2922



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
 Serving Palm Beach County  
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

400 EXECUTIVE CENTER DR  
 WEST PALM BEACH, FL 33401

| TYPE OF BUSINESS             | OWNER         | CERTIFICATION # | RECEIPT #/DATE PAID   | AMT PAID | BILL #    |
|------------------------------|---------------|-----------------|-----------------------|----------|-----------|
| 23-0032 CW PAVING CONTRACTOR | ROSSO NANCY G | U21796          | B21.561311 - 07/06/21 | \$185.85 | B40143013 |

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2021/2022 LOCAL BUSINESS TAX RECEIPT**

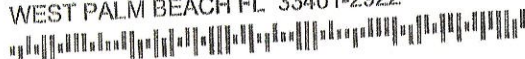
**LBTR Number: 201358141  
 EXPIRES: SEPTEMBER 30, 2022**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



3  
6-774

R&D PAVING LLC  
 R & D PAVING LLC  
 400 EXECUTIVE CENTER DR STE 210  
 WEST PALM BEACH FL 33401-2922





**MODIFICATION**

**Palm Beach County  
Office of Equal Business Opportunity**

Certifies That

**R & D Paving, LLC.**

**Vendor # VC0000142762**

*is a Small/Women Business Enterprise (S/WBE) as prescribed by section 2-80.21 - 2.80.30 of  
the Palm Beach County Code for a three year period from  
May 5, 2022 to April 09, 2025*

The following services and/or products are covered under this certification:

**Clearing and Grubbing Services; Construction, General: Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.; Excavation Services; Hauling Services; Maintenance and Repair, Parking Lot and Alley; Maintenance and Repair, Sidewalk and Driveway Including Removal; Milling Services: Asphalt; Paving/Resurfacing, Alley and Parking Lot; Striping Streets, Parking Facilities, Lane Divisions, Paint, etc.; Paving and Resurfacing, Street: Major and Residential; Clearing: Land, Tree and Shrub; Striping: Streets, Parking Facilities, Lane Divisions, Paint, etc.**

  
Allen Gray, Manager  
05/04/2022



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

**\*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 UNITED               |
| Address:               | 601 NORTH DIXIE HWY       |
|                        | WEST PALM BEACH, FL 33401 |
| Account Manager:       | AMY RICE                  |
| Phone:                 | 561-671-2017              |

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: MATTHEW DONNELL

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. SEE ATTACHED

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.  
NONE

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.  
NONE

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):



# Summary of Work-Related Injuries and Illnesses

Year 20 22



U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

|                                           |                                                                    |                                                                           |                                                           |
|-------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------|
| Total number of deaths<br><u>0</u><br>(G) | Total number of cases with days away from work<br><u>31</u><br>(H) | Total number of cases with job transfer or restriction<br><u>1</u><br>(I) | Total number of other recordable cases<br><u>0</u><br>(J) |
|-------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------|

## Number of Days

|                                                        |                                                                        |
|--------------------------------------------------------|------------------------------------------------------------------------|
| Total number of days away from work<br><u>3</u><br>(K) | Total number of days of job transfer or restriction<br><u>0</u><br>(L) |
|--------------------------------------------------------|------------------------------------------------------------------------|

## Injury and Illness Types

Total number of...  
(M)

|                                     |                                  |
|-------------------------------------|----------------------------------|
| (1) Injuries<br><u>1</u>            | (4) Poisonings<br>_____          |
| (2) Skin disorders<br>_____         | (5) Hearing loss<br>_____        |
| (3) Respiratory conditions<br>_____ | (6) All other illnesses<br>_____ |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name R+D Paving LLC  
Street 400 Executive Center Dr. STE 210  
City West Palm Beach State FL ZIP 33401

Industry description (e.g., Manufacture of motor truck trailers)  
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., 3715)  
\_\_\_\_\_

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)  
238990

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 30  
Total hours worked by all employees last year 57,462.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

James J. [Signature] Managing member  
588-1681 2/1/2023  
Phone Date

# Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Establishment name R-D Paving LLC  
 City West Palm Beach State FL

| Identify the person |                        |                                    | Describe the case                         |                                                                   | Classify the case                                                                                                                                                                          |                                                                                   |                                     |                             | Enter the number of days the injured or ill worker was: |                | Check the "Injury" column or choose one type of illness: |                                     |                          |                          |                          |                          |                          |
|---------------------|------------------------|------------------------------------|-------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------|-----------------------------|---------------------------------------------------------|----------------|----------------------------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| (A)<br>Case no.     | (B)<br>Employee's name | (C)<br>Job title<br>(e.g., Welder) | (D)<br>Date of injury or onset of illness | (E)<br>Where the event occurred<br>(e.g., Loading dock north end) | (F)<br>Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | CHECK ONLY ONE box for each case based on the most serious outcome for that case: |                                     |                             |                                                         |                |                                                          |                                     |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | Remained at Work                                                                  |                                     |                             |                                                         |                |                                                          |                                     |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | Death                                                                             | Days away from work                 | Job transfer or restriction | Other recordable cases                                  | Away from work | On job transfer or restriction                           |                                     |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | (G)                                                                               | (H)                                 | (I)                         | (J)                                                     | (K)            | (L)                                                      | Injury                              | Skin disorder            | Respiratory condition    | Poisoning                | Hearing loss             | All other illnesses      |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            |                                                                                   |                                     |                             |                                                         |                |                                                          | (1)                                 | (2)                      | (3)                      | (4)                      | (5)                      | (6)                      |
| 1                   |                        |                                    | 1/3                                       | Curry Park                                                        | Lower Back                                                                                                                                                                                 | <input type="checkbox"/>                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>    | <input type="checkbox"/>                                | 3              |                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2                   |                        |                                    | 6/8                                       | Camino & Military                                                 |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                | 0              |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3                   |                        |                                    | 6/8                                       | Camino & Military                                                 |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                | 0              |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>    | <input type="checkbox"/>                                |                |                                                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



# Summary of Work-Related Injuries and Illnesses

Year 20 21



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|------------------------------------------------|--------------------------------------------------------|----------------------------------------|
| <u>0</u>               | <u>0</u>                                       | <u>1</u>                                               | <u>0</u>                               |
| (G)                    | (H)                                            | (I)                                                    | (J)                                    |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|-------------------------------------|-----------------------------------------------------|
| <u>0</u>                            | <u>20</u>                                           |
| (K)                                 | (L)                                                 |

## Injury and Illness Types

| Total number of . . .<br>(M) |          |                         |
|------------------------------|----------|-------------------------|
| (1) Injuries                 | <u>1</u> | (4) Poisonings          |
| (2) Skin disorders           |          | (5) Hearing loss        |
| (3) Respiratory conditions   |          | (6) All other illnesses |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name R-D Paving LLC  
Street 400 Executive Center Dr STE 210  
City West Palm Beach State FL ZIP 33401

Industry description (e.g., Manufacture of motor truck trailers)  
Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)  
\_\_\_\_\_

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)  
238990

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 25  
Total hours worked by all employees last year 49,732

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] managing member  
Title  
Phone 588-6681 Date 1/1



# Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Establishment name R+D Paving LLC  
 City West Palm Beach State FL

| Identify the person |                        | Describe the case                  |                                           | Classify the case                                                 |                                                                                                                                                                                            |                                                                                   |                            | Enter the number of days the injured or ill worker was: |                               | Check the "Injury" column or choose one type of illness: |                                       |                                     |                          |                              |                          |                          |                            |
|---------------------|------------------------|------------------------------------|-------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------|-------------------------------|----------------------------------------------------------|---------------------------------------|-------------------------------------|--------------------------|------------------------------|--------------------------|--------------------------|----------------------------|
| (A)<br>Case no.     | (B)<br>Employee's name | (C)<br>Job title<br>(e.g., Welder) | (D)<br>Date of injury or onset of illness | (E)<br>Where the event occurred<br>(e.g., Loading dock north end) | (F)<br>Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | CHECK ONLY ONE box for each case based on the most serious outcome for that case: |                            |                                                         |                               | Away from work<br>(K)                                    | On job transfer or restriction<br>(L) | (M)                                 |                          |                              |                          |                          |                            |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | Remained at Work                                                                  |                            |                                                         |                               |                                                          |                                       |                                     |                          |                              |                          |                          |                            |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | Death<br>(G)                                                                      | Days away from work<br>(H) | Job transfer or restriction<br>(I)                      | Other recordable cases<br>(J) |                                                          |                                       | Injury<br>(1)                       | Skin disorder<br>(2)     | Respiratory condition<br>(3) | Poisoning<br>(4)         | Hearing loss<br>(5)      | All other illnesses<br>(6) |
| 1                   |                        | Supervisor II/2                    |                                           | Bayton Beach Blvd<br>Acme Dairy Road                              | While picking up steel form Boards cut 3 fingers                                                                                                                                           | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input checked="" type="checkbox"/>                     | <input type="checkbox"/>      | ___ days                                                 | 20 days                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 | ___ days                              | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>   | <input type="checkbox"/>                                | <input type="checkbox"/>      | ___ days                                                 |                                       |                                     |                          |                              |                          |                          |                            |

# Summary of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

|                                           |                                                                   |                                                                           |                                                           |
|-------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------|
| Total number of deaths<br><u>0</u><br>(G) | Total number of cases with days away from work<br><u>2</u><br>(H) | Total number of cases with job transfer or restriction<br><u>0</u><br>(I) | Total number of other recordable cases<br><u>0</u><br>(J) |
|-------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------|

## Number of Days

|                                                        |                                                                        |
|--------------------------------------------------------|------------------------------------------------------------------------|
| Total number of days away from work<br><u>2</u><br>(K) | Total number of days of job transfer or restriction<br><u>0</u><br>(L) |
|--------------------------------------------------------|------------------------------------------------------------------------|

## Injury and Illness Types

|                                  |                               |
|----------------------------------|-------------------------------|
| Total number of ...<br>(M)       |                               |
| (1) Injuries <u>2</u>            | (4) Poisonings _____          |
| (2) Skin disorders _____         | (5) Hearing loss _____        |
| (3) Respiratory conditions _____ | (6) All other illnesses _____ |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name R+D Paving LLC  
Street 460 Executive Center Dr STE 210  
City West Palm Beach State FL ZIP 33401

Industry description (e.g., Manufacture of motor truck trailers)  
Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)  
\_\_\_\_\_

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)  
238990

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 25  
Total hours worked by all employees last year 49,776.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] manage member  
Company executive Title  
588-6681 2/1/2021  
Phone Date



# Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Establishment name R+D Paving LLC  
 City West Palm Beach State FL

| Identify the person |                        | Describe the case                  |                                           | Classify the case                                                 |                                                                                                                                                                                               |                                                                                   |                                     | Enter the number of days the injured or ill worker was: |                          | Check the "Injury" column or choose one type of illness: |                                |                                     |                          |                          |                          |                          |                          |                          |
|---------------------|------------------------|------------------------------------|-------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------|--------------------------|----------------------------------------------------------|--------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| (A)<br>Case no.     | (B)<br>Employee's name | (C)<br>Job title<br>(e.g., Welder) | (D)<br>Date of injury or onset of illness | (E)<br>Where the event occurred<br>(e.g., Loading dock north end) | (F)<br>Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill<br>(e.g., Second degree burns on right forearm from acetylene torch) | CHECK ONLY ONE box for each case based on the most serious outcome for that case: |                                     |                                                         |                          |                                                          |                                |                                     |                          |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | Remained at Work                                                                  |                                     |                                                         |                          |                                                          |                                |                                     |                          |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | Death                                                                             | Days away from work                 | Job transfer or restriction                             | Other recordable cases   | Away from work                                           | On job transfer or restriction |                                     |                          |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | (G)                                                                               | (H)                                 | (I)                                                     | (J)                      | (K)                                                      | (L)                            |                                     |                          |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               |                                                                                   |                                     |                                                         |                          | days                                                     | days                           | (M)                                 | Injury                   | Skin disorder            | Respiratory condition    | Poisoning                | Hearing loss             | All other illnesses      |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               |                                                                                   |                                     |                                                         |                          |                                                          |                                | (1)                                 | (2)                      | (3)                      | (4)                      | (5)                      | (6)                      |                          |
| 1                   |                        | operator                           | 08/17                                     | Lax - Job site                                                    | while raking asphalt felt pain in neck/shoulder                                                                                                                                               | <input type="checkbox"/>                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>                                | <input type="checkbox"/> | 1                                                        |                                | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2                   |                        | LABORER                            | 9/30                                      | Boutwell - Job site                                               | pain in leg                                                                                                                                                                                   | <input type="checkbox"/>                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>                                | <input type="checkbox"/> | 1                                                        |                                | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> |                                                          |                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

|                        |                                                |                                                        |                                        |
|------------------------|------------------------------------------------|--------------------------------------------------------|----------------------------------------|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
| <u>0</u>               | <u>2</u>                                       | <u>0</u>                                               | <u>0</u>                               |
| (G)                    | (H)                                            | (I)                                                    | (J)                                    |

## Number of Days

|                                     |                                                     |
|-------------------------------------|-----------------------------------------------------|
| Total number of days away from work | Total number of days of job transfer or restriction |
| <u>5</u>                            | <u>0</u>                                            |
| (K)                                 | (L)                                                 |

## Injury and Illness Types

|                            |          |
|----------------------------|----------|
| Total number of . . . (M)  |          |
| (1) Injuries               | <u>2</u> |
| (2) Skin disorders         | _____    |
| (3) Respiratory conditions | _____    |
| (4) Poisonings             | _____    |
| (5) Hearing loss           | _____    |
| (6) All other illnesses    | _____    |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name B+D Paving LLC  
 Street 400 Executive Center Dr  
 City WPA State FL ZIP 33615 STE 210

Industry description (e.g., Manufacture of motor truck trailers)  
Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)  
 \_\_\_\_\_

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)  
238990

**Employment information** (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 25  
 Total hours worked by all employees last year 48,861.50

**Sign here**

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title \_\_\_\_\_  
 Company executive  
 Phone 813-588-1681 Date 130 2020



# Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Establishment name B.O. Boring LLC  
 City West Palm Beach State FL

| Identify the person |                        | Describe the case                  |                                           | Classify the case                                                 |                                                                                                                                                                                            |                                                                                   |                                     | Enter the number of days the injured or ill worker was: |                            | Check the "Injury" column or choose one type of illness:           |      |                                                              |                          |                           |                          |                          |                          |
|---------------------|------------------------|------------------------------------|-------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------|----------------------------|--------------------------------------------------------------------|------|--------------------------------------------------------------|--------------------------|---------------------------|--------------------------|--------------------------|--------------------------|
| (A)<br>Case no.     | (B)<br>Employee's name | (C)<br>Job title<br>(e.g., Welder) | (D)<br>Date of injury or onset of illness | (E)<br>Where the event occurred<br>(e.g., Loading dock north end) | (F)<br>Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | CHECK ONLY ONE box for each case based on the most serious outcome for that case: |                                     |                                                         |                            | Away from work (K) days    On job transfer or restriction (L) days |      | (M) Check the "Injury" column or choose one type of illness: |                          |                           |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | Remained at Work                                                                  |                                     |                                                         |                            |                                                                    |      |                                                              |                          |                           |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | Death (G)                                                                         | Days away from work (H)             | Job transfer or restriction (I)                         | Other recordable cases (J) |                                                                    |      | Injury (1)                                                   | Skin disorder (2)        | Respiratory condition (3) | Poisoning (4)            | Hearing loss (5)         | All other illnesses (6)  |
| 1                   | [REDACTED]             | operator                           | 3/6                                       | On Loader                                                         | Kneeled on seat right knee                                                                                                                                                                 | <input type="checkbox"/>                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>                                | <input type="checkbox"/>   | 2                                                                  | days | <input checked="" type="checkbox"/>                          | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2                   | [REDACTED]             | LABORER                            | 8/6                                       | While Shoveling                                                   | Dehydration - Body Shut Down                                                                                                                                                               | <input type="checkbox"/>                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>                                | <input type="checkbox"/>   | 3                                                                  | days | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      | <input type="checkbox"/>                                     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/>   |                                                                    |      |                                                              |                          |                           |                          |                          |                          |



# Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176

Establishment name B & D PAVING LLC  
City West Palm Beach State FL

| Identify the person |                        | Describe the case                  |                                           | Classify the case                                                 |                                                                                                                                                                                            |                                                                                   |                                     | Enter the number of days the injured or ill worker was: |                          | Check the "Injury" column or choose one type of illness: |                                |                                     |                          |                          |                          |                          |                          |
|---------------------|------------------------|------------------------------------|-------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------|--------------------------|----------------------------------------------------------|--------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| (A)<br>Case no.     | (B)<br>Employee's name | (C)<br>Job title<br>(e.g., Welder) | (D)<br>Date of injury or onset of illness | (E)<br>Where the event occurred<br>(e.g., Loading dock north end) | (F)<br>Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | CHECK ONLY ONE box for each case based on the most serious outcome for that case: |                                     |                                                         |                          |                                                          |                                |                                     |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | Remained at Work                                                                  |                                     |                                                         |                          |                                                          |                                |                                     |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | Death                                                                             | Days away from work                 | Job transfer or restriction                             | Other recordable cases   | Away from work                                           | On job transfer or restriction |                                     |                          |                          |                          |                          |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | (G)                                                                               | (H)                                 | (I)                                                     | (J)                      | (K)                                                      | (L)                            | Injury                              | Skin disorder            | Respiratory condition    | Poisoning                | Hearing loss             | All other illnesses      |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            |                                                                                   |                                     |                                                         |                          |                                                          |                                | (1)                                 | (2)                      | (3)                      | (4)                      | (5)                      | (6)                      |
| 1                   |                        | LABORER                            | 06/12                                     | job site                                                          | hit by Dozer                                                                                                                                                                               | <input type="checkbox"/>                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>                                | <input type="checkbox"/> | Never returned                                           | _____ days                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2                   |                        | LABORER                            | 12/07                                     | job site                                                          | run over Right Foot Toe                                                                                                                                                                    | <input type="checkbox"/>                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>                                | <input type="checkbox"/> | 10 days                                                  | _____ days                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
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|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
|                     |                        |                                    |                                           |                                                                   |                                                                                                                                                                                            | <input type="checkbox"/>                                                          | <input type="checkbox"/>            | <input type="checkbox"/>                                | <input type="checkbox"/> | _____ days                                               | _____ days                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |                          |



# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

|                        |                                                |                                                        |                                        |
|------------------------|------------------------------------------------|--------------------------------------------------------|----------------------------------------|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
| <u>0</u>               | <u>2</u>                                       | <u>0</u>                                               | <u>0</u>                               |
| (G)                    | (H)                                            | (I)                                                    | (J)                                    |

## Number of Days

|                                     |                                                     |
|-------------------------------------|-----------------------------------------------------|
| Total number of days away from work | Total number of days of job transfer or restriction |
| <u>10</u>                           | <u>0</u>                                            |
| (K)                                 | (L)                                                 |

## Injury and Illness Types

|                                  |                               |
|----------------------------------|-------------------------------|
| Total number of ... (M)          |                               |
| (1) Injuries <u>2</u>            | (4) Poisonings _____          |
| (2) Skin disorders _____         | (5) Hearing loss _____        |
| (3) Respiratory conditions _____ | (6) All other illnesses _____ |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name R+D Paving LLC  
 Street 400 Executive Center Dr Ste 210  
 City West Palm Beach State FL ZIP 33401

Industry description (e.g., Manufacture of motor truck trailers)

Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)

238

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

238440

**Employment information** (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees

25

Total hours worked by all employees last year

49272.75

**Sign here**

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] managing member  
 Company executive Title  
 Phone 588-6681 Date 1/30/19

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

|      |             |     |             |
|------|-------------|-----|-------------|
| YEAR | <u>2022</u> | EMR | <u>1.00</u> |
| YEAR | <u>2021</u> | EMR | <u>1.26</u> |
| YEAR | <u>2020</u> | EMR | <u>1.28</u> |
| YEAR | <u>2019</u> | EMR | <u>1.62</u> |
| YEAR | <u>2018</u> | EMR | <u>1.46</u> |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

|      |             |      |             |
|------|-------------|------|-------------|
| YEAR | <u>2022</u> | TRFR | <u>3.48</u> |
| YEAR | <u>2021</u> | TRFR | <u>4.03</u> |
| YEAR | <u>2020</u> | TRFR | <u>8.04</u> |
| YEAR | <u>2019</u> | TRFR | <u>8.19</u> |
| YEAR | <u>2018</u> | TRFR | <u>8.12</u> |

Total number of man-hours worked for the last 5 Years:

|      |             |                           |                  |
|------|-------------|---------------------------|------------------|
| YEAR | <u>2022</u> | TOTAL NUMBER OF MAN-HOURS | <u>57,462.25</u> |
| YEAR | <u>2021</u> | TOTAL NUMBER OF MAN-HOURS | <u>49,732.00</u> |
| YEAR | <u>2020</u> | TOTAL NUMBER OF MAN-HOURS | <u>49,776.50</u> |
| YEAR | <u>2019</u> | TOTAL NUMBER OF MAN-HOURS | <u>48,861.50</u> |
| YEAR | <u>2018</u> | TOTAL NUMBER OF MAN-HOURS | <u>49,272.75</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>3.48</u> |
| YEAR | <u>2021</u> | DART | <u>4.03</u> |
| YEAR | <u>2020</u> | DART | <u>8.04</u> |
| YEAR | <u>2019</u> | DART | <u>8.19</u> |
| YEAR | <u>2018</u> | DART | <u>8.12</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.

R & D PAVING LLC

NAME OF ORGANIZATION:

BY:

NANCY G ROSSO

TITLE:

MANAGING  
MEMBER

DATED:

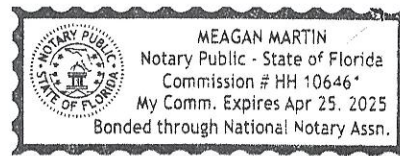
JULY 11, 2023

NOTARY ATTEST:

*Meagan Martin*

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 11TH DAY OF JULY, 2023



NOTARY PUBLIC - STATE OF

FL

MY COMMISSION EXPIRES:

4/25/25

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

SEE ATTACHED

# SCHEDULE A

## CURRENT EXPERIENCE

| Project Name | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |



SEE ATTACHED

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

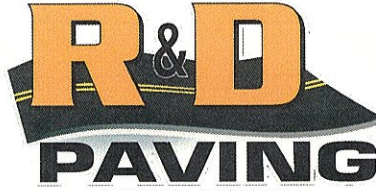
| Project Name | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>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:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |



S/WBE – M/WBE  
400 EXECUTIVE CENTER DRIVE, STE 210  
WEST PALM BEACH, FL 33401  
(561) 588-6681  
Fax (561) 284-6541  
[office@randdpaving.com](mailto:office@randdpaving.com)

## List of References – Work in Progress

Name: City of Lighthouse Point  
Contact: Charles Schramm  
Email: [cschramm@lighthousepoint.com](mailto:cschramm@lighthousepoint.com)  
Phone: (954) 946-7386  
Project Name: City of Lighthouse Point Milling/Resurfacing Project  
Project Amount: \$ 875,000.00  
Project Address: Lighthouse Point, Misc. Streets  
Dates: August 2022 – Present  
Description: Milling and Paving multiple streets in Lighthouse Point.

Name: Palm Beach County  
Contact: Zach King  
Email: [ZKing@pbcgov.org](mailto:ZKing@pbcgov.org)  
Phone: 561 684-4180  
Project Name: PGA Blvd & Military Trail Intersection Improvements  
Project Amount: \$1,259,514.17  
Project Address: Palm Beach Gardens, FL  
Dates: January 2022 - Present  
Description: Roadway reconstruction to include an addition of a turn lane, traffic signal mast arms on all four corners, and all work incidental to (subgrade, base rock, milling, asphalt paving, drainage, and concrete).

## List of References - Completed Projects (by date)

Name: Palm Beach County  
Contact: John Kopelakis  
Email: [jkopelak@pbcgov.org](mailto:jkopelak@pbcgov.org)  
Phone: 561 684-4180  
Project Name: Lantana Road & Congress Ave Intersection Improvements  
Project Amount: \$514,885.25

Project Address: Boynton Beach, FL  
Dates: November 2022 – March 2023  
Description: Widening of Lantana Road to increase the storage length of the existing dual left turn lanes.

Name: Palm Beach County  
Contact: John Kopelakis  
Email: jkopelak@pbcgov.org  
Phone: 561 684-4180  
Project Name: Camino Real, Military Trail to SW 7th  
Project Amount: \$1,229,743.50  
Project Address: Boca Raton, FL  
Dates: March 2022 – August 2022  
Description: Roadway improvements to include milling/resurfacing, median modification and curb/gutter installation.

Name: City of South Bay  
Contact: Leondrae Camel  
Email: camell@southbaycity.com  
Phone: 561 996-6751  
Project Name: NW 1<sup>st</sup> Ave & NW 2nd  
Project Amount: \$195,416.50  
Project Address: South Bay, FL  
Dates: October 2021 – July 2022  
Description: Roadway Reconstruction

Name: Palm Beach County  
Contact: John Kopelakis  
Email: jkopelak@pbcgov.org  
Phone: 561 684-4180  
Project Name: Boynton Beach Blvd & Acme Dairy Road  
Project Amount: \$608,175.55  
Project Address: Acme Dairy Road, Boynton Beach  
Dates: August 2021 – January 2022  
Description: Intersection improvements to include subgrade, base rock, asphalt paving, drainage, and concrete.

Name: City of Lake Worth Beach  
Contact: Felipe Lofaso  
Email: Flofaso@lakeworthbeachfl.gov  
Phone: 561 586-7422  
Project Name: Boutwell Road – Park of Commerce Phase II  
Project Amount: \$ 2,685,645.49  
Project Address: Boutwell Road, Lake Worth  
Dates: August 2020 – July 2021  
Description: Reconstruction of road to include subgrade, base rock, asphalt paving, drainage, concrete, signalization, irrigation and landscaping.

Name: Palm Beach County  
Contact: Zach King  
Email: ZKing@pbcgov.org  
Phone: (561) 684-4180  
Project Name: University Blvd & Central Blvd Intersection Improvements  
Project Amount: \$765,686.10  
Project Address: Jupiter, FL  
Dates: December 2020-May 2021  
Description: Construction of a twin roundabout at the intersection of Central Blvd and University Blvd

Name: Lebolo Contruction  
Contact: Chris Huyser  
Email: chuyser@lebolo.com  
Phone: (561) 701-7233  
Project Name: Glades Pioneer Park & Haverhill Park  
Project Amount: \$163,111.00  
Project Address: Belle Glade, FL  
Dates: July – October 2021  
Description: Parking lot repairs; Mill & overlay, striping

Name: Weitz Company  
Contact: Manuel Vilaro  
Email: manuel.vilaro@weitz.com  
Phone: (561) 286-2441  
Project Name: Lantana Library & Wellington Library  
Project Amount: \$141,156.35  
Project Address: Lantana, FL  
Dates: June – October 2021  
Description: Full depth repairs; parking lot mill & overlay

Name: Palm Beach County  
Contact: John Kopelakis  
Email: JKopelak@pbcgov.org  
Phone: (561) 684-4180  
Project Name: Glades & Butts Road Intersection Improvements  
Project Amount: \$ 499,575.40  
Project Address: Glades Road & Butts Road, Boca Raton, FL  
Dates: April 2019 – April 2020  
Description: Roadway improvements to include addition of a second right turn lane, drainage, signalization, concrete, base, asphalt paving, etc.

Name: City of South Bay  
Contact: Leondrae Camel, City Manager  
Email: camell@southbaycity.com  
Phone: 561 996-6751

Project Name: SE 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Ave & NW 1<sup>st</sup> Street  
Project Amount: \$507,809.38  
Project Address: NW 1<sup>st</sup> Street, South Bay  
Dates: April 2020 – August 2020  
Description: Reconstruction of NW 1<sup>st</sup> Street and Mill/Resurface of SE 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> Avenues.

Name: State Contracting & Engineering Corporation  
Contact: Eileen See  
Email: esee@statecontracting.com  
Phone: (954) 923-4747  
Project Name: Jupiter High School New Parking Lot Expansion  
Project Amount: \$ 280,725.00  
Project Address: 50 Military Trail  
Dates: June 2020-August 2020  
Description: Expansion of existing parking lot to include site earthwork, concrete, paving and drainage.

Name: Fun Depot  
Contact: Eddie Nabhan  
Email: eddie@fundepot.com  
Phone: (561) 547-0817  
Project Name: Fun Depot  
Project Amount: \$ 767,475.05  
Project Address: 2003 10<sup>th</sup> Ave N, Lake Worth, FL  
Dates: February 2019 – April 2020  
Description: Site development to include clearing/grubbing, stabilized subgrade, base, asphalt paving, drainage, sanitary/water, concrete, striping.

Name: City of West Palm Beach  
Contact: Vladimir Jeannot  
Email: vjeannot@wpb.org  
Phone: (561) 494-1107  
Project Name: Gregory Road  
Project Amount: \$ 443,991.00  
Project Address: Gregory Road; West Palm Beach  
Dates: December 2019 – June 2020  
Description: Road reconstruction to include clearing/grubbing, stabilized subgrade, base, asphalt paving, speed humps, stamped asphalt, concrete, and striping.

Name: City of Belle Glade  
Contact: Keith Schriner  
Email: KSchriner@craigasmith.com  
Phone: (954) 618-9978  
Project Name: Resurfacing City of Belle Glade Roadways  
Project Amount: \$ 438,705  
Project Address: Various, Belle Glade  
Dates: January 2020 – June 2020  
Description: Milling, Asphalt Paving, & Striping



Name: City of West Palm Beach  
Contact: Cristine Perdomo Morales  
Email: cperdomo@wpb.org  
Phone: (561) 494-1113  
Project Name: Henrietta Ave  
Project Amount: \$ 317,758.00  
Project Address: Henrietta Ave; West Palm Beach  
Dates: December 2019 – March 2020  
Description: Milling, Asphalt Paving, Concrete, Green Bike Lane

Name: Palm Beach County  
Contact: Steve O'Neil  
Email: soneil@pbcgov.org  
Phone: (561) 684-4180  
Project Name: Belvedere Road & Sansbury's Way Intersection Improvements  
Project Amount: \$549,770.25  
Project Address: Belvedere Road & Sansbury's Way, West Palm Beach  
Dates: July 2019 – December 2019  
Description: Intersection improvements to include road widening, adjusting length on the westbound and eastbound left turn lanes, concrete, drainage, mill and resurface.

Name: Village of North Palm Beach  
Contact: Russ Ruskay  
Email: rruskay@village-npb.org  
Project Name: Community Center Trail  
Project Amount: \$ 114,840.00  
Project Address: 1200 Prosperity Farms Rd, West Palm Beach  
Dates: April 2019 – May 2019  
Description: Construction of a 10' wide asphalt trail approximately ½ mile in length.

Name: City of Boynton Beach  
Contact: Christopher Roschek  
Email: roschekc@bbfl.us  
Project Name: NW 11<sup>th</sup> Avenue Reconstruction  
Project Amount: \$ 493,275.86  
Project Address: 1200 Prosperity Farms Rd, West Palm Beach  
Dates: August 2018 – April 2019  
Description: Road reconstruction to include demolition of existing underground utilities, exfiltration trench, 800' of 8" C900 WM, sewer lateral replacement, street lighting conduit, undergrounding of power/telephone/television utilities, milling & resurfacing, asphalt pavement, concrete sidewalk, signing, pavement markings, landscaping & irrigation.

Name: St. Lucie County  
Contact: Kevin McCauley  
Email: kevin.mccauley@atkinsglobal.com

Phone: (954) 903-3605  
Project Name: Treasure Coast International Airport Main Vehicular Entry  
Project Amount: \$494,847.96  
Project Address: 3000 Curtis King Blvd, Fort Pierce, FL 34946  
Dates: December 2018 - April 2019  
Description: Entry road improvements to include subgrade, base rock, concrete, sign, electrical, landscape, and irrigation

Name: Palm Beach County  
Contact: John Kopelakis  
Email: JKopelak@pbcgov.org  
Phone: (561) 684-4180  
Project Name: Linton Blvd & S. Federal Highway Intersection Improvements  
Project Amount: \$691,425.55  
Project Address: Linton Blvd & S. Federal Highway, Delray Beach, FL  
Dates: May 2018-December 2018  
Description: Roadway improvements to include addition of West approach right turn lane, drainage, signalization, mill/resurface from E of R/R track to West of bridge.

Name: Palm Beach County  
Contact: John Kopelakis  
Email: JKopelak@pbcgov.org  
Phone: (561) 684-4180  
Project Name: Sherwood Forest Blvd Over LWDD L-8 Canal  
Project Amount: \$705,164.20  
Project Address: Sherwood Forest Blvd  
Dates: February 2018-October 2018  
Description: The partial demolition and removal of existing concrete bridge. Pedestrian walkways over the LWDD L-8 Canal on Sherwood Forest Blvd. Work included new piles, pile caps, walkways and pedestrian guardrail, paving and drainage improvements, and utility relocation.

Name: Palm Beach County  
Contact: John Kopelakis  
Email: JKopelak@pbcgov.org  
Phone: (561) 684-4180  
Project Name: Lyons Road, Hillsboro Canal to SW 18<sup>th</sup> Street  
Project Amount: \$1,619,316.88  
Project Address: Lyons Road, Hillsboro Canal to SW 18<sup>th</sup> Street. Boca Raton, FL  
Dates: December 2017 – October 2018  
Description: Intersection improvements at the intersection of Lyons Road and SW 18<sup>th</sup> Street to include an addition of a southbound lane from Hillsboro Canal to north of SW 18<sup>th</sup> and addition of southbound and northbound lanes from SW 18<sup>th</sup> to north of SW 16<sup>th</sup>.

Name: Mock Roos - Town of Palm Beach  
Contact: Gary Gruber  
Email: garry.gruber@mockroos.com  
Phone: (561) 683-3113

|                  |                                                                                                                                 |
|------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Project Name:    | Lake Trail Paving Improvements                                                                                                  |
| Project Amount:  | \$926,402.27                                                                                                                    |
| Project Address: | Lake Trail from Flagler Bridge to Reef Road. Palm Beach, FL                                                                     |
| Dates:           | May 2017 – April 2018                                                                                                           |
| Description:     | Lake Trail/bike path reconstruction and extension.                                                                              |
|                  |                                                                                                                                 |
| Name:            | Collage Corporation                                                                                                             |
| Contact:         | David Trinidad                                                                                                                  |
| Email:           | dtrinidad@collage-usa.com                                                                                                       |
| Phone:           | (407) 829-2257                                                                                                                  |
| Project Name:    | Bert Winters Park                                                                                                               |
| Project Amount:  | \$ 425,420.40                                                                                                                   |
| Project Address: | Jupiter, FL                                                                                                                     |
| Dates:           | October 2017 - June 2018                                                                                                        |
| Description:     | Site development to include clearing/grubbing, earthwork, subgrade, base, asphalt, etc.                                         |
|                  |                                                                                                                                 |
| Name:            | Johnson-Davis                                                                                                                   |
| Contact:         | Scott Johnson                                                                                                                   |
| Email:           | sjohnson@johnsondavis.com                                                                                                       |
| Phone:           | (561) 588-1170                                                                                                                  |
| Project Name:    | South County Water Service Replacement Phase IV                                                                                 |
| Project Amount:  | \$180,261.30                                                                                                                    |
| Project Address: | Lyons Road & SW 3 <sup>rd</sup> St., Boca Raton                                                                                 |
| Dates:           | October 2017 – January 2017                                                                                                     |
| Description:     | Roadway improvements to include mobilization, base rock, milling, and asphalt pavement.                                         |
|                  |                                                                                                                                 |
| Name:            | Gerrits Construction                                                                                                            |
| Contact:         | Ross Lumsden                                                                                                                    |
| Email:           | ross@gciconstructs.com                                                                                                          |
| Phone:           | (561) 477-3553                                                                                                                  |
| Project Name:    | ELS Center of Excellence                                                                                                        |
| Project Amount:  | \$353,723.23                                                                                                                    |
| Project Address: | Jupiter, FL                                                                                                                     |
| Dates:           | July 2016-July 2017                                                                                                             |
| Description:     | New Construction – parking lot                                                                                                  |
|                  |                                                                                                                                 |
| Name:            | Palm Beach County                                                                                                               |
| Contact:         | Steve O'Neil                                                                                                                    |
| Email:           | SOneil@pbcgov.org                                                                                                               |
| Phone:           | (561) 684-4180                                                                                                                  |
| Project Name:    | Australian Avenue                                                                                                               |
| Project Amount:  | \$716,168.90                                                                                                                    |
| Project Address: | Australian Ave, from West 10 <sup>th</sup> Street to North of West 13 <sup>th</sup> Street                                      |
| Dates:           | April 2017 - October 2017                                                                                                       |
| Description:     | Addition of a north bound right run lane, replacement of signal, drainage and reconstruction of curb returns on all approaches. |
|                  |                                                                                                                                 |
| Name:            | Palm Beach County                                                                                                               |
| Contact:         | John Kopelakis                                                                                                                  |

Email: JKopelak@pbcgov.org  
Phone: (561) 684-4180  
Project Name: Penny Lane  
Project Amount: \$335,998.00  
Project Address: Penny Lane, Melaleuca Lane to Dead End  
Dates: September 2016 – March 2017  
Description: All work necessary to construction Penny Lane from Melaleuca to Dead End – to include mobilization, clearing/grubbing, ditch work, MOT, record drawings, asphalt pavement, earthwork, driveway repair, drainage, and utility.

Name: City of Lake Worth  
Contact: Felipe Lofaso  
Email: flofso@lakeworth.org  
Phone: (561) 586-1720  
Project Name: Lake Worth Golf Cart Path Reconstruction  
Project Amount: \$99,081.00  
Project Address: 1 7<sup>th</sup> Avenue North, Lake Worth, FL  
Dates: 2015  
Description: Lake Worth Golf Course Cart Path Improvements

Name: Palm Beach County  
Contact: Mark Tomlinson  
Email: MTomlins@pbcgov.org  
Phone: (561) 684-4180  
Project Name: 10<sup>th</sup> Avenue North & Military Trail Intersection Improvements  
Project Amount: \$246,829.00  
Project Address: 10<sup>th</sup> Avenue North & Military Trail, Lake Worth, FL  
Dates: January 2015 – June 2015  
Description: Intersection improvements to include mobilization, MOT, clearing/grubbing, base rock, asphalt pavement, drainage and concrete

## **List of References – Mill & Overlay**

Name: Asphalt Paving Systems  
Contact: Kris Shane  
Email: k.shaneaps@gmail.com  
Phone: (813) 480-1865  
Project Name: Multiple Mill/Overlays in St. Lucie County including Festivo Court, Glades Cut Off Road, Harmony Heights, Midway, Shady Lane, Torpey, Westglen, Hickory Lane, etc.  
Project Amount: \$675,075.00  
Project Address: St. Lucie County  
Dates: January-December 2021

Name: Southfields of PB Polo and County Club  
Contact: Gaye Scarpa  
Email: gayescarpa@bellsouth.net  
Project Name: Southfields HOA Mill and Overlay  
Project Amount: \$201,326.00

Project Address: Wellington, FL  
Dates: March 2021

Name: Palm Beach County Road & Bridge Division (annual contract)  
Contact: Thomas Coppini  
Email: TCOPPINI@pbcgov.org  
Phone: (561) 233-3993  
Project Name: Multiple mill/overlays through annual contract  
Project Amount: \$700,000.00  
Project Address: Palm Beach County, FL  
Dates: 2020-2021

Name: City of West Palm Beach  
Contact: Lorenzo Rivero  
Email: lrivero@wpb.org  
Phone: (561) 494-1076  
Project Name: Roosevelt Estates  
Project Amount: \$555,176.00  
Project Address: West Palm Beach, FL  
Dates: December 2019

Name: Rio-Bak Corporation  
Contact: Mark Sirchio  
Email: mark@rio-bak.com  
Phone: (561)791-9721  
Project Name: CR 880  
Project Amount: \$249,702.60  
Project Address: CR 880, Belle Glade  
Dates: August 2019

Name: Rio-Bak Corporation  
Contact: Mark Sirchio  
Email: mark@rio-bak.com  
Phone: (561)791-9721  
Project Name: Orange Avenue  
Project Amount: \$110,631.25  
Project Address: Belle Glade  
Dates: June 2019

Name: City of West Palm Beach  
Contact: Lorenzo Rivero  
Email: lrivero@wpb.org  
Phone: (561) 494-1076  
Project Name: Pamela Lane  
Project Amount: \$51,454.75  
Project Address: West Palm Beach, FL  
Dates: March 2019



## **List of References – Annual Contracts**

Annual Contract: City of West Palm Beach Annual Milling & Resurfacing, Concrete & Guardrail  
Contact: Engineering Department  
Email: [Irivero@wpb.org](mailto:Irivero@wpb.org)  
Phone: (561) 494-1076

Annual Contract: Palm Beach County Road & Bridge Department Annual Contract Milling & Resurfacing  
Contact: Thomas Coppini  
Email: [tcoppini@pbcgov.org](mailto:tcoppini@pbcgov.org)  
Phone: (561) 233-3993

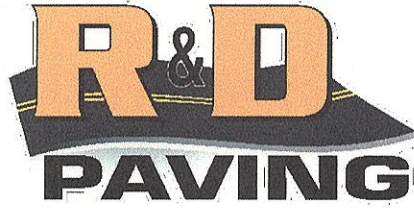
Annual Contract: City of Delray Beach Annual Milling & Resurfacing  
Contact: Michael Karali  
Email: [karalim@mydelraybeach.com](mailto:karalim@mydelraybeach.com)  
Phone: (561) 243-7295

\*Additional references can be provided upon request.

SEE ATTACHED

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]



2021-2022  
EQUIPMENT

1. Paver (2016)  
Topcon 5 Grade & Slope  
Make: Weiler  
Model: P385B  
SN: P385B-2060  
Purchased for: \$196,124.04  
Insured for: \$65,000.00
2. Skid Steer Loader (2006)  
Make: New Holland  
Model: L185  
SN#: N6M436167  
Purchased for: \$15,000.00  
Insured for: \$ 8,000.00
3. Make: New Holland Cold Planer (miller Attachment)  
Model: HP24HC  
SN#: F054850  
Purchased for: \$6,300.00  
Insured for: \$1,000.00
4. Grader (2007)  
Make: Leeboy  
Model: 685B  
SN#: 685-49048  
Purchased for: \$65,534.50  
Insured for: \$30,000.00

5. Grade Tractor  
Make: Ford  
Model: 3930  
SN# 006711B  
Purchased for: \$7,000.00  
Insured for: \$5,000.00
6. Bomag Roller (1984)  
Make: Bomag  
Model: BW142  
SN#: 510115271  
Purchased for: \$10,600.00  
Insured for: \$5,000.00
7. Traffic Roller 2001  
Make: Hyster  
Model: C530A  
SN#: A91C3426C  
Purchased for: \$0.00  
Insured for: \$12,000.00
8. Asphalt Roller (2015)  
Make: Bomag  
Model: BW-120  
SN#: 861880291187  
Purchased for: \$34,948.20  
Insured for: \$15,000.00
9. Pulvi-Mixer 1987  
Make: Bomag  
Model: MPH 100R  
SN: 85732  
Purchased for: \$22,000.00  
Insured for: \$15,000.00
10. Track Skid Steer Loader 2016  
Make: Cat  
Model: 279D  
SN: GTL02845  
Purchased for: \$64,528.42    Insured for: \$35,000.00

11. Wheel Loader 2018  
Make: Kawasaki  
Model: 67Z7  
SN: 65J5-5228  
Purchased for: \$149,510.00  
Insured for: \$130,000.00
12. Wheel Loader 2016  
Make: Kawasaki (KCM)  
Model: 62Z7  
SN: 5049  
Purchased for: \$ 109,680.00  
Insured for: \$ 85,000.00
13. Roller (Rock) 2015  
Make: Sakai  
Model: SV412D  
SN: 3SV50-50154  
Purchased for: \$ 66,295.78  
Insured for: \$ 30,000.00
14. 2019 Jack Hammer  
Make: Cat  
Model: B8S  
SN: 532-9208  
Purchased for: \$ 12,047.27  
Insured for: \$ 12,047.27
15. 2013 Sweeper: Ride On 8' Windrow 3 Wheel  
Make: Lay-Mor  
Model: 8HC  
SN: 34643  
Purchased for: \$ 13,475.96 United Rental 8/6/2019  
Insured for: \$ 5,000.00

16. 2016 Mini Excavator  
Make: Cat  
Model: 308E2CRSB  
SN: FJX05805  
Purchased for: \$ 97,000.00 Off rent on Dec. 26, 2019 Kelly Tractor  
Insured for: \$ 50,000.00

17. 2018 Cold Planer (Miller Attachment)  
Make: Cat  
Model: PC408B  
SN: XCP00424  
Purchased for: \$ 23,438.90 Off rent on March 10, 2020 Kelly Tractor  
Insured for: \$ 15,000.00

18. 2018 Asphalt Roller  
Make: Caterpillar  
Model: CB36B  
SN: M3600226  
Purchased for: \$ 52,318.07 Kelly Tractor  
Insured for: \$ 50,000.00

19. 2006 Traffic Roller  
Make: Bomag  
Model: BW11RH  
SN: 901A22202279  
Purchased for: \$ 21,500.00 Brown Equipment  
Insured for: \$ 21,500.00

20. Paver ( 2020)  
Make: Weiler  
Model: P385B  
SN: P385B-3169  
Purchased for: \$209,829.78 Kelly Tractor (8/4/2020)  
Insured for: \$200,000.00



21. Broom Attachment  
Make: Cat  
Model: BU118  
SN: LXB05867 ID No: EQ0092155  
Purchased for: \$ 4948.75 Kelly June 19, 2020  
Insured for: \$4948.75
22. 2020 Single Drum Roller  
Make: Hamm  
Model: H5i Engine Model: V3307-CR-T  
SN: H2223017  
Purchased for: \$ 69,024.92 Linder (2/11/2021)  
Insured for: \$ 60,000.00
23. 2020 Dozer  
Make: John Deere  
Model: 450K  
SN: 1T0450KXPLF369954  
Purchased for: \$ 137,594.60 Dobbs Equipment (3/31/2021)  
Insured for: \$ 130,000.00
24. 2021 Plate Compactor  
Make: Wacker Neuson  
Model: WP1550AW  
SN: 11322626 ID No: EQ0097088  
Purchased for: \$ 1,884.72 Kelly June 9, 2021  
Insured for: \$ 1,884.72
25. 2021 Plate Compactor  
Make: Wacker Neuson  
Model: WP1550AW  
SN: 11322627 ID No: EQ0097089  
Purchased for: \$ 1,884.72 Kelly June 9, 2021  
Insured for: \$ 1,884.72

26. 2021 Skid Steer Loader

Make: Cat

Model: 272D3 XE

SN: GJ200827 ID No: EQ0096554

Purchased for: \$ 77,610.58 Kelly Tractor July 16, 2021

Insured for: \$ 77,610.58

27. 2021 Walk Behind Plate Compactor

Make: Bomag

Model: BPR 45/45

SN: 101695421032

Purchased for: \$ 7,788.00 Ferguson Waterworks 03/01/2022

Insured for: \$ 7,788.00

28. 2022 Walk Behind Concrete Saw

Make: Husqvarna

Model: FS513

SN: 20213630030

Purchased for: \$ 5,593.19 Construction Diamond Products 2/2/2022

Insured for: \$ 5,593.19

29. 2021 Sweeper: Ride On 8' Windrow 3 Wheel

Make: Lay-Mor

Model: SM300

SN: 41162

Purchased for: \$ 25181.50 United Rentals 12/21/2021

Insured for: \$ 25,181.50

30. 2017 Vogele Asphalt Paver

Make: Vogele

Model: 1703 3I

SN: 12830062

Purchased for: \$ 133,516.00 Alta Equipment Co. 5/13/2022

Insured for: \$ 133,516.00

31. 2017 John Deere Grader  
Make: John Deere  
Model: 670GP  
SN: 1DW670GPLHF679090  
Purchased for: \$ 212,228.53 Dobbs Equipment  
Insured for: \$ 212,228.43

### SMALL TOOLS

30. 2021 Cut Off Saw  
Make: Stihl 14"  
Model: TS420  
SN: 189674568  
Purchased for: \$ 1,079.95 Construction Diamond Products (6/9/2021)  
Insured for: \$ 1,079.95
31. 2022 Cut Off Saw  
Make: Stihl 14"  
Model: TS420  
SN: 191016325  
Purchased for: \$ 1,278.65 Construction Diamond Products  
Insured for: \$ 1,278.65
32. 2022 Cut Off Saw  
Make: Stihl 14"  
Model: TS420  
SN: 191113787  
Purchased for: \$ 1,278.65 Construction Diamond Products  
Insured for: \$ 1,278.65
33. Grapple (Root Rack w/ arms)  
Insured for: \$ 2,000.00

SECTION 00452  
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,  
ARBITRATION, AND SURETY COMPLETION  
LAST THREE (3) YEARS

| <u>NO.</u> | <u>PROJECT</u> | <u>NAME AND ADDRESS OF<br/>OWNER OR ENGINEER</u> | <u>NAME AND PHONE OF<br/>OWNER OR ENGINEER<br/>REPRESENTATIVE</u> | <u>DATE OF<br/>CONTRACT</u> | <u>AMOUNT</u> | <u>STATUS</u> |
|------------|----------------|--------------------------------------------------|-------------------------------------------------------------------|-----------------------------|---------------|---------------|
| 1.         | N/A            |                                                  |                                                                   |                             |               |               |
| 2.         |                |                                                  |                                                                   |                             |               |               |
| 3.         |                |                                                  |                                                                   |                             |               |               |
| 4.         |                |                                                  |                                                                   |                             |               |               |
| 5.         |                |                                                  |                                                                   |                             |               |               |
| 6.         |                |                                                  |                                                                   |                             |               |               |

(Signed)\_\_\_\_\_

SECTION 00453  
NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Lakewood Rd West of Kirk Stormwater Improvements," the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of PALM BEACH

NANCY G ROSSO, being first duly  
(Officer's Name)

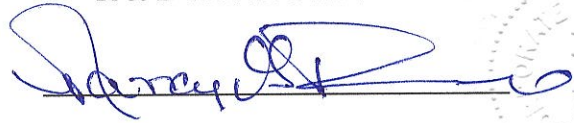
sworn, deposes, and says that:

- A. He\She is MANAGING MEMBER (officer's title)  
of R & D PAVING 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.

R & D PAVING LLC

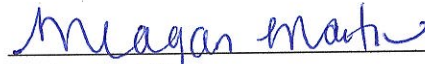
(Signed)

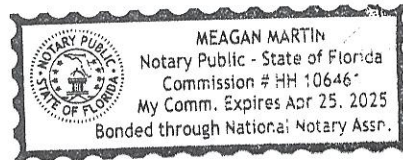


NANCY G ROSSO MANAGING MEMBER

Subscribed and sworn to before me

this 11 day of JULY, 2023

  
Notary Public



My commission expires 4/25/25



SECTION 00454  
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_  
R & D PAVING 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."

R & D PAVING LLC

  
Authorized Signature

NANCY G. ROSSO  
MANAGING  
MEMBER

JULY 11, 2023

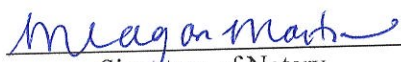
Date Signed

State of: FLORIDA

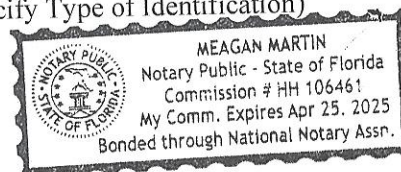
County of: PALM BEACH

Sworn to and subscribed before me this 11 day of JULY, 20 23

Personally known or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

  
Signature of Notary

My Commission Expires 4/25/25



SECTION 00455  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other  
officer authorized to administer oaths.)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared NANCY G ROSSO by ~~me~~<sup>first</sup>, ~~being~~<sup>sworn</sup>,  
made the following statement:

1. The business address of R & D PAVING LLC  
(firm name of Bidder/Contractor)  
is 400 EXECUTIVE CENTER DRIVE:STE 210:WEST PALM BEACH, FL 33401.

2. My relationship to R & D PAVING LLC  
(firm name of Bidder/Contractor)  
is MANAGING MEMBER  
(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 \_\_\_\_\_.~~

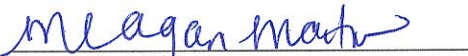
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)



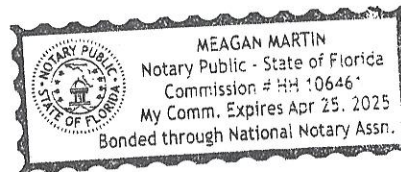
(Signature) NANCY G ROSSO MANAGING MEMBER

Sworn to and subscribed to before me in the State and County first mentioned above on the 11TH day of JULY, 20 23.

  
Notary Public

(affix seal)

4/25/25  
My commission expires





SECTION 00456  
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, NANCY G ROSSO, on behalf of R & D PAVING 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.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR: R & D PAVING LLC

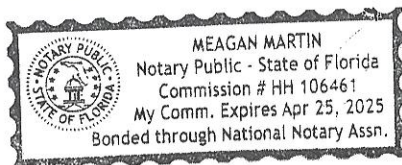
BY: Nancy G Rosso  
Name: NANCY G ROSSO

Title: MANAGING MEMBER

Date: JULY 11, 2023

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was sworn to (or affirmed) and subscribed before this 11TH day of JULY, 2023, by NANCY G ROSSO, who is the MANAGING MEMBER of R & D PAVING LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC Meagan Martin  
Printed Name of Notary Meagan Martin  
My Commission expires: 4/25/25



**Vendor Conflict of Interest  
Disclosure Statement  
Information and Instructions**

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes*, and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of \$7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

## **DEFINITIONS**

**"Business Entity"** means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

**"Conflict of Interest"** means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

**"Financial interest"** means direct or indirect ownership or other interest that may result in special private gain or loss.

**"Person"** means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**"Public Official"** includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

**"Relative"** means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

**"Vendor"** means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of \$7,500.00 with the Village.



## INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

### VILLAGE OF PALM SPRINGS VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

R & D PAVING LLC

NAME OF VENDOR:  
NANCY G ROSSO

NAME OF PERSON COMPLETING FORM  
MANAGING MEMBER

RELATIONSHIP TO VENDOR  
400 EXECUTIVE CENTER DRIVE STE 210

ADDRESS  
WEST PALM BEACH, FL 33401

CITY, STATE, ZIP

TELEPHONE NUMBER 561-588-6681  
NANCY@RANDDPAVING.COM

CONTACT EMAIL ADDRESS  
CELL PHONE NUMBER 561-718-4865

This form is provided in connection with:

- ☒ Invitation to Bid (specify) LAKEWOOD RD WEST OF KIRK STORMWATER IMPROVEMENTS  
☐ Request for Proposal / Qualifications (specify) \_\_\_\_\_  
☐ Other (specify) \_\_\_\_\_

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

NONE

2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

NONE

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

NONE

4. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

NONE

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

NONE

Under penalties of perjury, I declare that I have read the foregoing **VENDOR CONFLICT OF INTEREST DISCLOSURE FORM** and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

  
Signature

NANCY G ROSSO  
Printed Name

JULY 11, 2023  
Date

MANAGING MEMBER  
Title



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>USI Insurance Services, LLC<br>360 Columbia Drive, Suite 105<br>West Palm Beach, FL 33409<br>561 693-0500 |        | <b>CONTACT NAME:</b> Kandi Schmitz<br><b>PHONE (A/C, No, Ext):</b> 561-693-0504<br><b>FAX (A/C, No):</b> 855-420-6662<br><b>E-MAIL ADDRESS:</b> Kandi.Schmitz@usi.com                                                                                                                                                                                                                                                                                                                                               |  |                               |        |                                               |       |                            |  |                                       |       |                                           |       |             |  |             |  |
|------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|-----------------------------------------------|-------|----------------------------|--|---------------------------------------|-------|-------------------------------------------|-------|-------------|--|-------------|--|
| <b>INSURED</b><br>R & D Paving, LLC<br>400 Executive Drive Ste 210<br>West Palm Beach, FL 33401                              |        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Southern-Owners Insurance Company</td> <td>10190</td> </tr> <tr> <td>INSURER B : Amerisafe Inc.</td> <td></td> </tr> <tr> <td>INSURER C : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D : Auto Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Southern-Owners Insurance Company | 10190 | INSURER B : Amerisafe Inc. |  | INSURER C : Federal Insurance Company | 20281 | INSURER D : Auto Owners Insurance Company | 18988 | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                               |       |                            |  |                                       |       |                                           |       |             |  |             |  |
| INSURER A : Southern-Owners Insurance Company                                                                                | 10190  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                               |       |                            |  |                                       |       |                                           |       |             |  |             |  |
| INSURER B : Amerisafe Inc.                                                                                                   |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                               |       |                            |  |                                       |       |                                           |       |             |  |             |  |
| INSURER C : Federal Insurance Company                                                                                        | 20281  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                               |       |                            |  |                                       |       |                                           |       |             |  |             |  |
| INSURER D : Auto Owners Insurance Company                                                                                    | 18988  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                               |       |                            |  |                                       |       |                                           |       |             |  |             |  |
| 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 INSR | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | 72072563         | 10/23/2022              | 10/23/2023              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| D        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                                 | X         | X        | 4930665100       | 10/23/2022              | 10/23/2023              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> RETENTION \$10,000<br><input type="checkbox"/> CLAIMS-MADE                                                                                                            | X         | X        | 4930665101       | 10/23/2022              | 10/23/2023              | EACH OCCURRENCE \$3,000,000<br>AGGREGATE \$3,000,000<br>\$                                                                                                                                                                                |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                         |           | X        | AVWCFL3131222022 | 10/29/2022              | 10/29/2023              | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                               |
| C        | Equipment Floater                                                                                                                                                                                                                                                                                              |           |          | 45467356         | 10/23/2022              | 10/23/2023              | \$250,000 Rented/Leased                                                                                                                                                                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The General Liability & Auto policy include automatic additional insured endorsement that provides additional insured status to the certificate holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the Named Insured.

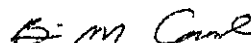
## CERTIFICATE HOLDER

## 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*

## PUBLIC WORKS DEPARTMENT

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### **Lakewood Rd West of Kirk Stormwater Improvements**

#### **Addendum No. 1**

**July 5, 2023**

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**BIDS DUE: 2:00 PM, Local Time, July 11, 2023**

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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 **Lakewood Rd West of Kirk Stormwater Improvements** project, fully and completely as if the same were fully set forth herein.

#### **IN THE SPECIFICATIONS**

1. Bidding and Contract Requirements, Document 00520 (Agreement), Part 10 - Miscellaneous, *Article 10.12 Public Construction Bond*:

**Delete:**

Section A in its entirety

**Replace with:**

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 the **original** 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.

Addendum No. 1

2. Bidding and Contract Requirements, Document 00520 (Agreement), Part 10 - Miscellaneous, *Article 10.12 Public Construction Bond*:

**Delete:**

Section B in its entirety

**Replace with:**

B. The public construction bond shall be on forms attached hereto as **Forms C-610 and C-615 "Performance" and "Payment" Bonds** 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.

Receipt acknowledged and conditions agreed to the 11<sup>th</sup> day of July, 2023.

R+D Paving LLC  
Bidder

By

Nancy G. Rosso  
managing member

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 AGREEMENT (REVISED)

END OF ADDENDUM



## American Rescue Plan Act (ARPA) Contract Addendum

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

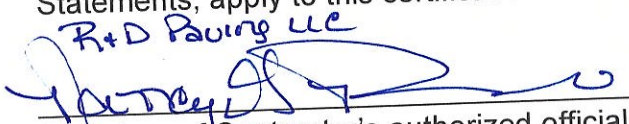
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

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

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

R+D Paving LLC  
  
Signature of Contractor's authorized official

Date: 7-11-2023

Nancy G Rosso  
(Print name of person signing above)

managing member  
(Print title of person signing above)







USI Insurance Services  
1122 Lady Street  
Suite 800  
Columbia, SC 29201  
www.usi.com  
Tel: 803.602.3020

July 26, 2023

Ms. Theresa Gonzalez  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

Re: R & D Paving, LLC. West Palm Beach, FL  
Project: Lakewood Road West of Kirk Stormwater Improvements

Dear Ms. Gonzalez:

We are writing to you at the request of R & D Paving, LLC of West Palm Beach, Florida. We are the agent for the surety for R & D Paving, LLC, and have their bonds placed with FCCI Insurance Company, a company rated A:XI by A.M. Best Company. We and FCCI are willing to consider bonds for R & D Paving, LLC up to \$6 million on a single job basis with a \$9 million aggregate.

We have reviewed financial information from R & D Paving, LLC and would favorably consider a request from them to provide the Bid and Performance and Payment Bonds that may be required on the above project. Such prequalification and approval would, of course, be conditioned upon applicable underwriting considerations such as acceptable contract terms and bond forms, and a favorable review of current underwriting information at the time of the request for the bonds.

We assume no liability to third parties or to you if for any reason we do not execute the said bonds.

We can recommend R & D Paving, LLC to you most highly. If you would like to discuss the many attributes of this fine contractor from the surety's perspective, please give us a call.

Sincerely,

Laura W. Dennison

Digitally signed by Laura W. Dennison  
DN: cn=Laura W. Dennison, o=Laura W. Dennison  
on US United States, c=US, United States  
Reason: I am the author of this document  
Location:  
Date: 2023.07.25 16:11:04.00

Laura W. Dennison, AFSB, CISR, CIT  
Bond Account Executive

/lwd



400 EXECUTIVE CENTER DRIVE  
STE 210  
WEST PALM BEACH, FL 33401  
(561) 588-6681  
Fax (561) 284-6541  
S/WBE – M/WBE  
nancy@randdpaving.com

## **RESUME**

**NANCY G. ROSSO**  
**1083 Bedford Avenue**  
**Palm Beach Gardens, FL 33403**

### **WORK EXPERIENCE:**

**Rosso Paving & Drainage, Inc.**  
**350 Martin Lane**  
**West Palm Beach, FL 33413**  
**(561) 688-0288**  
**Nancy G Rosso, President**

**1981 to 2013    Closed January 1, 2013**

### **MOST RECENT: JAN. 1, 2013 TO PRESENT DATE**

### **R & D PAVING LLC: OWNER AND OPERATOR**

### **LICENSE HELD: CERTIFICATE OF COMPETENCY:**

**PALM BEACH COUNTY LICENSING BOARD: ASPHALT PAVING 09/30/2023**  
**MARTIN COUNTY LICENSING BOARD: PAVING COMMERCIAL 09/30/2023**  
**BROWARD COUNTY LICENSING BOARD: 3A-MAJOR ROADS 08/31/2023**  
**ST. LUCIE COUNTY LICENSING BOARD: PAVING 09/30/2023**  
**INDIAN RIVER COUNTY LICENSING BOARD: ROAD PAVING 07/31/2023**

**STATE OF FLORIDA: UNDERGROUND UTILITY & EXCAVATION 8/31/2024**

## **SMALL BUSINESS CERTIFICATIONS**

- |                                                             |                                       |
|-------------------------------------------------------------|---------------------------------------|
| 1. PBC SMALL BUSINESS                                       | MAY 18, 2020 - APRIL 9, 2025          |
| 2. WEST PALM BEACH                                          | AUGUST 15, 2019 – AUGUST 14, 2025     |
| 3. SCHOOL BOARD PBC<br>PRE-QUALIFIED VENDOR                 | APRIL 21, 2021 – APRIL 21, 2025       |
| 4. SCHOOL BOARD PBC<br>M/WBE CERTIFIED                      | APRIL 11, 2019 - APRIL 11, 2025       |
| 5. SCHOOL BOARD PBC<br>SMALL BUSINESS                       | MAY 20, 2019 – MAY 21, 2025           |
| 6. STATE OF FLORIDA<br>MINORITY, WOMEN &<br>FLORIDA VETERAN | OCTOBER 4, 2019 – OCTOBER 4, 2021     |
| 7. SOUTH FL WATER MAIN.<br>SBE                              | NOVEMBER 12, 2019 – NOVEMBER 12, 2022 |
| 8. FLORIDA DOT                                              | JUNE 4, 2021 – JUNE 30, 2022          |
| 9. SCHOOL BOARD OF<br>BROWARD                               | AUGUST 27, 2020 – AUGUST 26, 2025     |

In my 38 years in the asphalt construction business, I have been and still do cover every aspect of the business. As we have grown, I have hired office staff which I have directed and supervised daily. I have physically labored and performed every phase of the business and have maintained my status of President from 1994 to the present

## **FROM 1981 TO Present**

### **Field Work: Many Projects ranging from \$5,000 to \$ 9,000,000.00**

- Field Superintendent
- Supervised & scheduled crews
- Supervise & schedule equipment
- Supervise & schedule subcontractors
- Shoot grades and lay out
- Ordered materials

- Schedule testing and inspections
- Review pay requests

### **General Office Work: For All Projects**

- Accounts Receivables and Payables – Check all invoices for accuracy, Matching field tickets to statements, Payments to subcontractors, Checking receivables for accuracy, Billing
- Maintain all bank accounts
- Sign all checks
- Authorize and sign for all loans
- Answer phones
- Maintain all insurance policies ranging from general liability, auto, umbrella, health, property & life
- Handling insurance claims
- Bonding
- Payroll – Employee paychecks, certified payrolls if needed for HUD projects, Maintaining employee records, payroll taxes
- Reconcile bank accounts
- Quarterly tax reports
- Maintain vehicle registrations
- Monitor and submit all paperwork for licensing

### **Estimating:**

- Determine what projects to bid
- Ordered bid bonds
- Determine what subcontractors receive invitation to bids
- Prepared bid documents – Sign all bids
- Checked all quotes for accuracy
- Determine what percentage to add to subcontractor quotes
- Attended bid openings
- Set up and give to estimators, equipment rates, labor rates, overhead percentage and profit percentage to use on all bids

### **Duties I Performed for Estimated Projects that I Bid And Many That the Estimators Bid**

- All of the above

- Attend pre-bid meetings
- Field inspection of project
- Take Offs

### **Awarded Contracts:**

- Sign all contracts
- Order performance and payment bonds
- Order certificate of insurance
- Attend pre-construction meeting
- Prepare all shop submittals
- Prepare maintenance of traffic plans
- Prepare project schedule
- Call in line locates
- Determine who will be subcontractors, prepare subcontractor agreements
- Check all subcontractor billing, approve and send payments
- At end of project, prepare job cost spreadsheet

**\*\*NOTE – No bid is ever submitted (to this date) without my approval.**

### **Education:**

**University of Tennessee – 1978 to 1981  
(Bachelor of Science Degree in Business Administration)**

### **References:**

#### **County, Cities:**

1. Palm Beach County Construction Coordination – John Kopelakis, 561-684-4180
2. Palm Beach County Construction Coordination – Zachary King, 561-684-4180
3. Palm Beach County Facilities & Operations – Anthony Longo, 561-233-0200
4. City of Lake Worth Public Works Department- Felipe Lofaso 561-586-1720

### **General Contractors:**

1. SMC Contracting- 561-689-8848
2. Winfree Contracting – 561-320-9978

### **Engineering:**

1. Engenuity Group, Inc. – Keith Jackson, 561-655-1151
2. Civil Design, Inc. – Jeff Trompeter, 561-659-5760

**Misc:**

1. Johnson-Davis, Inc. – Scott Johnson, 561-588-1170
2. D. S. Eakins – Doug Eakins, 561-842-0010
3. Ranger Construction- Brill Maxwell 561-719-2214

These are just a few of all the public and private sectors that I have had contracts with.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company

R & D PAVING, LLC

### Filing Information

|                             |                       |
|-----------------------------|-----------------------|
| <b>Document Number</b>      | L12000017367          |
| <b>FEI/EIN Number</b>       | 45-4469049            |
| <b>Date Filed</b>           | 02/06/2012            |
| <b>State</b>                | FL                    |
| <b>Status</b>               | ACTIVE                |
| <b>Last Event</b>           | LC STMNT OF RA/RO CHG |
| <b>Event Date Filed</b>     | 02/15/2019            |
| <b>Event Effective Date</b> | NONE                  |

### Principal Address

400 EXECUTIVE CENTER DRIVE SUITE 210  
WEST PALM BEACH, FL 33401

Changed: 02/15/2019

### Mailing Address

400 EXECUTIVE CENTER DRIVE SUITE 210  
WEST PALM BEACH, FL 33401

Changed: 02/15/2019

### Registered Agent Name & Address

ROSSO, NANCY G  
400 EXECUTIVE CENTER DRIVE SUITE 210  
WEST PALM BEACH, FL 33401

Name Changed: 02/15/2019

Address Changed: 02/15/2019

### Authorized Person(s) Detail

**Name & Address**

Title MGRM

ROSSO, NANCY  
400 EXECUTIVE CENTER DRIVE SUITE 210  
WEST PALM BEACH, FL 33401

**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2021        | 01/26/2021 |
| 2022        | 02/03/2022 |
| 2023        | 01/25/2023 |

**Document Images**

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| <a href="#">01/25/2023 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">02/03/2022 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">01/26/2021 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">01/30/2020 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">02/15/2019 -- CORLCRACHG</a>                | View image in PDF format |
| <a href="#">02/02/2019 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">01/24/2018 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">01/19/2017 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">02/02/2016 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">02/04/2015 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">03/17/2014 -- CORLCDSMEM</a>                | View image in PDF format |
| <a href="#">01/20/2014 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">02/15/2013 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">02/06/2012 -- Florida Limited Liability</a> | View image in PDF format |

**ITB 2023B-002**

**Lakewood Rd W Of Kirk Rd SW Improvements**  
**Bid Submittal Deadline- July 11, 2023 at 2:00 p.m.**  
**Bid Opening - July 11, 2023 at 2:30 p.m.**

**Staff Present:**

Walter Sanchez, Project Manager  
Andrew Klausner, Project Coordinator  
Timothy Crespo, Assistant Public Works Director  
Theresa L Gonzalez, Procurement Specialist  
Kimberly M. Wynn, Village Clerk  
Patsy Fuschetto, Project Manager for DRMP

**Meeting Start:**

2:30 p.m.

**Meeting End:**

2:36 p.m.

| Name                   | Email                                                                                    | Address                                                      | Lump Sum        |
|------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------|
| FG Construction LLC    | <a href="mailto:bao@fgconstruction.com">bao@fgconstruction.com</a>                       | 2701 NW 55 Court<br>Tamarac, FL 33309                        | \$ 1,416,956.25 |
| R & D Paving LLC       | <a href="mailto:nancy@randdpaving.com">nancy@randdpaving.com</a>                         | 400 Executive Center Dr Ste 210<br>West Palm Beach, FL 33401 | \$ 1,307,925.69 |
| Rosso Site Development | <a href="mailto:bsimpson@rossositedevelopment.com">bsimpson@rossositedevelopment.com</a> | 1302 South J Street<br>Lake Worth, FL 33460                  | \$ 1,363,461.62 |

**VILLAGE OF PALM SPRINGS  
PALM SPRINGS, FL  
ITB NO. 2023B-002  
LAKEWOOD ROAD WEST OF KIRK STORMWATER IMPROVEMENTS**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Lakewood Road West of Kirk Stormwater Improvements, Task Order #293** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk at 226 Cypress Lane, Palm Springs, FL 33461**, until **2:00 PM** local time on **July 11, 2023**. At **2:30 PM** all Bids received will be publicly opened and read. The Project consists of constructing stormwater drainage and conveyance along Lakewood Road, Patio Court, Almar Road, and N Price Street.

Bidding Documents may be viewed and downloaded online [www.vpsfl.org](http://www.vpsfl.org) or <http://www.demandstar.com>. Hard copies of bidding Documents may be obtained from DRMP, Inc. on Mondays through Fridays between the hours of 9:00 AM to 4:00 PM and are available 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 \$ 84.00 per 24" x 36" set and \$ 35.00 per 11" x 17" set, plus shipping cost, if applicable, payable by check only to "DRMP, 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 #2023B-002, LAKEWOOD ROAD WEST OF KIRK STORMWATER IMPROVEMENTS**".

A mandatory pre-bid conference will be held on **June 20, 2023, at 2:00 PM** at the **Village of Palm Springs Council Chambers at 226 Cypress Lane, Palm Springs, FL 33461**. Attendance at the pre-bid conference is MANDATORY.

**Bid Opening – July 11, 2023, at 2:30 PM**

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://events.gcc.teams.microsoft.com/event/2d4a3b53-6906-44a7-9fa2-fe0300ecb62b@20801dc8-57d4-4c4b-b981-92be4d50e21c>
- Meeting ID: 246 879 534 476

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](mailto:procurement@vpsfl.org). Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **June 30, 2023, at 5:00 PM** 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**  
Date: **June 8, 2023**  
Publication: **Palm Beach Post, DemandStar, and Village of Palm Springs website**

+ + END OF ADVERTISEMENT FOR BIDS + +



# VILLAGE OF PALM SPRINGS

PUBLIC SERVICE DEPARTMENT

## INDEX OF SHEETS

| SHEET NO. | SHEET DESCRIPTION       |
|-----------|-------------------------|
| 1         | KEY SHEET               |
| 2-3       | TYPICAL SECTIONS        |
| 4         | GENERAL NOTES           |
| 5-8       | EXISTING CONDITIONS     |
| 9-12      | DEMOLITION PLAN         |
| 13-16     | ROADWAY PLAN            |
| 17-19     | MISCELLANEOUS DETAILS   |
| 20-23     | EROSION CONTROL PLAN    |
| 24        | EROSION CONTROL DETAILS |

## LAKEWOOD RD, PRICE ST, PATIO CT, AND ALMAR RD STORMWATER IMPROVEMENTS

BEV SMITH  
MAYOR

GARY M. READY  
VICE MAYOR DISTRICT 3

DOUG GUNTHER  
MAYOR PRO TEM, DISTRICT 1



PATTI WALLER  
DISTRICT 2

JONI BRINKMAN  
DISTRICT 4

PLANS PREPARED BY:



6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

ROADWAY PLANS  
ENGINEER OF RECORD, ADAM K. MAZE, P.E.

P.E. NO. 53870

VILLAGE OF PALM SPRINGS  
PUBLIC SERVICE  
DEPARTMENT



226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

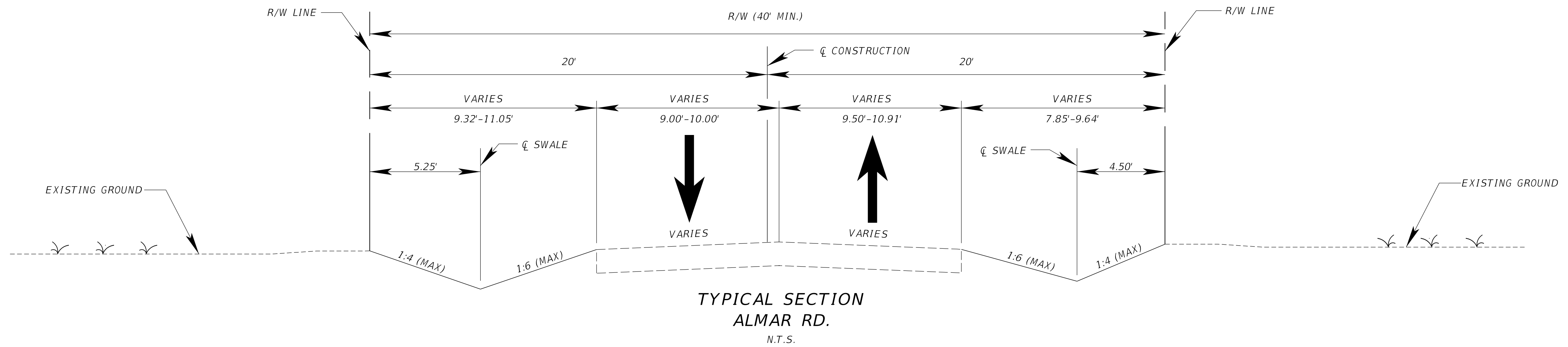
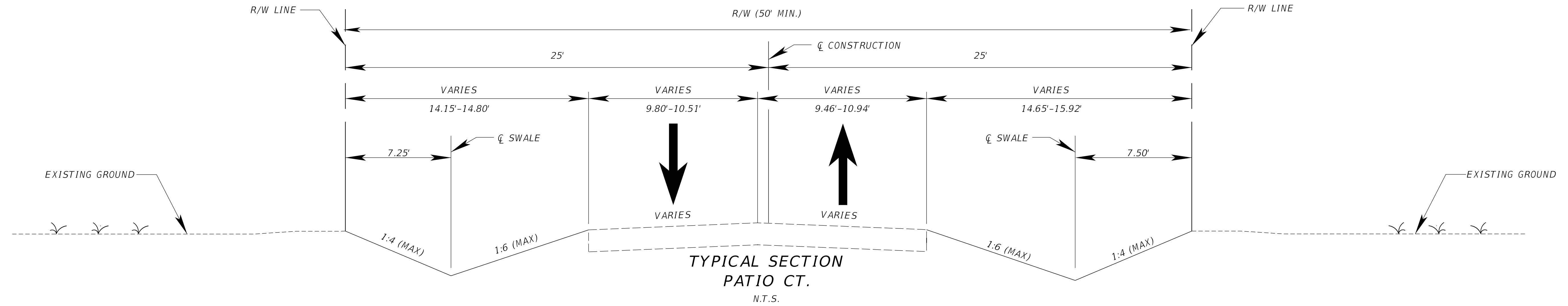
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|----------------|--|
| DATE           |  |
| BY             |  |
| REVISION       |  |
| NO.            |  |
| SCALE: NTS     |  |
| APPROVED: AM   |  |
| DRAWN: PF      |  |
| CHECKED: AM    |  |
| DATE: 5/8/2023 |  |
| FIELD BOOK NO. |  |

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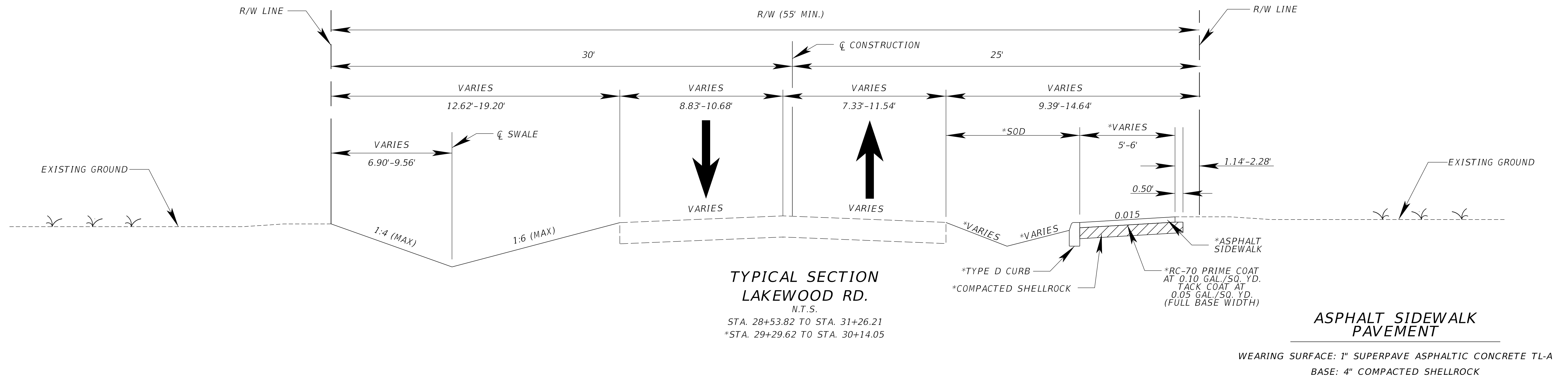
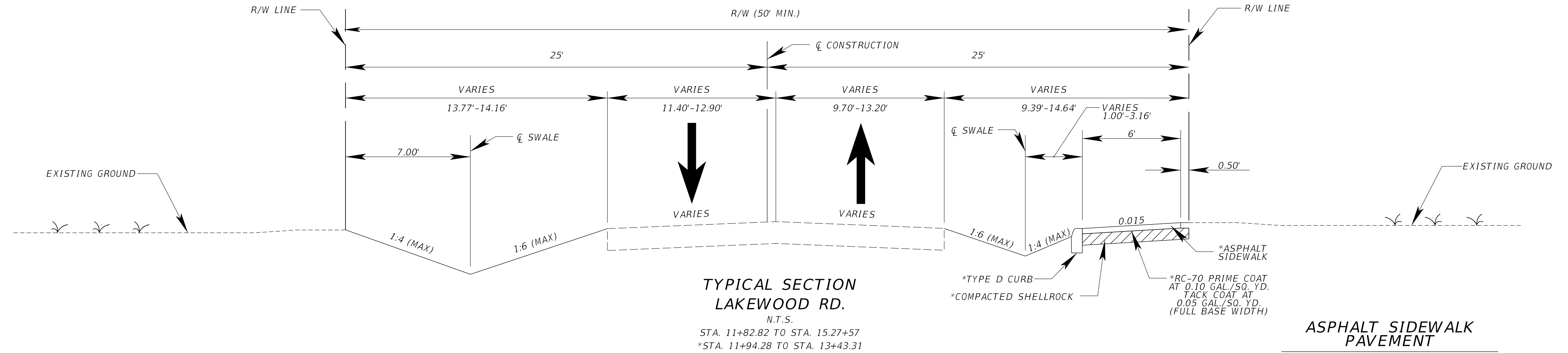
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|--------|----|
| SHEET: | 1  |
| OF:    | 24 |









**DRMP**  
6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

ENGINEER OF RECORD:  
ADAM K. MAZE, P.E.  
P.E. NO.: 53870

| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
|     |          |    |      |

VILLAGE OF PALM SPRINGS  
PUBLIC SERVICE DEPARTMENT  
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

SCALE: N.T.S.  
APPROVED: AM  
DRAWN: PF  
CHECKED: AM  
DATE:

**TYPICAL SECTIONS**

SHEET: 3  
OF: 24



GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (JULY 2022), FDOT "STANDARD PLANS" (2022/2023) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS.
3. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS, LICENSES, AND BONDS PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
6. ANY DISCREPANCIES IN THE PLANS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE SPECIFICATIONS (IF PROVIDED), THE PLANS SHALL GOVERN.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
8. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL QUANTITIES, TAKE-OFF MEASUREMENTS, MATERIALS, ETC. DURING THE BID PROCESS WHEN DISCREPANCIES OCCUR, THE PHYSICAL PLAN TAKES PRECEDENCE. THE ENGINEER, LANDSCAPE ARCHITECT, VILLAGE OR PROJECT MANAGERS ARE NOT TO BE HELD RESPONSIBLE FOR DISCREPANCIES TO THE SPECIFICATIONS OR PLANS. ANY QUANTITIES PROVIDED ARE FOR REFERENCE ONLY.
9. ALL COPIES OF COMPACTION, ASPHALT AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
11. THE CONTRACTOR SHALL LIMIT CONSTRUCTION OPERATIONS TO WITHIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY DAMAGES OUTSIDE THE LIMITS OF CONSTRUCTION.
12. CONTRACTOR IS ADVISED THAT THE U.S. ENVIRONMENTAL PROTECTION AGENCY REQUIRES THAT ALL OPERATORS FILE A NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NPDES GENERAL PERMIT PRIOR TO BEGINNING WORK. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN THE SAME. A COPY SHALL BE SENT TO THE ENGINEER OF RECORD AND THE OWNER.
13. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
14. NO CONSTRUCTION ACTIVITY SHALL COMMENCE PRIOR TO 7:00 A.M. NOR CONTINUE LATER THAN 6:00 P.M. MONDAY THROUGH FRIDAY. SATURDAYS NO CONSTRUCTION SHALL COMMENCE PRIOR TO 9:00 A.M. NOR CONTINUE LATER THAN 5:00 P.M. NO CONSTRUCTION ACTIVITY SHALL OCCUR ON SUNDAY.
15. THE CONTRACTOR SHALL FOLLOW FDOT STANDARD INDEX 110-200, 4x4 WOOD POST, FOR ALL MAILBOX REPLACEMENTS.

SIGNING AND PAVEMENT MARKING NOTES

1. SIGNING AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS (CURRENT EDITION) AND PALM BEACH COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS NO. T-P-18.

PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND ITSELF.
2. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
3. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ALL NECESSARY CONSTRUCTION ZONE SIGNAGE AND FENCING AS REQUIRED BY THE VILLAGE ENGINEER.
4. CONTRACTOR SHALL PROVIDE VIDEO RECORDING OF EXISTING AREAS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. CONTRACTOR TO COORDINATE WITH EACH PROPERTY FOR ANY REMAINING LANDSCAPE ITEMS WITHIN THE R/W AT THE TIME OF CONSTRUCTION.
6. CONTRACTOR TO STAKE THE EXISTING R/W PRIOR TO CONSTRUCTION
7. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER AT LOCATIONS OF COMMERCIAL MAILBOXES. ANY AGREEMENT FOR REPLACEMENT WILL BE AT PROPERTY OWNER'S EXPENSE TO BE COMPLETED AFTER PROJECT COMPLETION.

CONSTRUCTION SAFETY

1. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

SURVEY DATA

1. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. THE CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO SURVEY MAKERS DURING CONSTRUCTION. ANY SURVEY MARKERS DAMAGED DURING CONSTRUCTION WILL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
3. BENCHMARK LOCATION AND ELEVATION ARE REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.
1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY LIMITS FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
3. ANY DEBRIS RESULTING FROM STRIPPING AND DEMOLITION OPERATIONS SHALL BE REMOVED FROM THE SITE AT FREQUENT INTERVALS TO PREVENT THIS MATERIAL FROM ACCUMULATING ON SITE.
4. UPON REMOVAL OF TREES, SHRUBS OR ANY STUMP GRINDING, NO ROOT GREATER THAN THREE INCHES IN DIAMETER SHALL REMAIN WITHIN FIVE FEET OF AN UNDERGROUND STRUCTURE OR UTILITY LINE OR UNDER PAVED FOOTINGS OR PAVED AREAS.
5. CONTRACTOR TO MAINTAIN SEPARATE PAVER STOCKPILE FOR EACH IMPACTED PROPERTY.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL VILLAGE SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR 2020/2021 FDOT STANDARD PLANS AND SPECIFICATIONS IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS, WHICHEVER IS MOST RESTRICTIVE.
2. ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED, UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
4. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
5. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAWCUT A MINIMUM 2" DEPTH AS REQUIRED FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
6. WALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL A GOOD STAND OF GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
7. ALL PAVEMENT MARKING AND STRIPING SHALL BE INSTALLED WITH THERMOPLASTIC. ALL PAVEMENT MARKING, STRIPING AND SIGNING SHALL BE IN ACCORDANCE WITH PALM BEACH COUNTY TRAFFIC ENGINEERING DIVISION
8. GRATES IN PAVED AREAS SHALL BE SET AT GRADE. GRATES IN GRASS AREAS SHALL BE SET 0.15 FEET ABOVE GRADE.
9. CONTRACTOR SHALL GRADE SWALES AND USE CAUTION AROUND ALL MAILBOXES CALLED OUT TO REMAIN

UTILITY INFORMATION

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE TWO WORKING DAYS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR TO PROVIDE COPIES OF LOCATE TICKETS TO THE ENGINEER/OWNER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE LOCAL ELECTRICAL PROVIDER ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
3. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF THE POWER LINES.

4. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATIONS OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.

| COMPANY                           | CONTACT PERSON    | TELEPHONE    |
|-----------------------------------|-------------------|--------------|
| FLORIDA POWER & LIGHT             | ERNESTO FERNANDEZ | 561-954-8367 |
| FLORIDA PUBLIC UTILITIES COMPANY  | BRAD COLLINS      | 561-252-3308 |
| HOTWIRE COMMUNICATIONS            | WALTER DAVILA     | 954-699-0900 |
| CROWN CASTLE                      | KELLY KLINEFELTER | 724-743-6085 |
| AT&T DISTRIBUTION                 | GARCIA RAMNON     | 407-496-6041 |
| VILLAGE OF PALM SPRINGS           | PAUL TERESI       | 561-324-8855 |
| CITY OF LAKE WORTH-ELECTRIC DEPT. | JEAN ST SIMON     | 561-722-9734 |

MAINTENANCE OF TRAFFIC

1. CONTRACTOR SHALL COORDINATE MAINTENANCE OF TRAFFIC (MOT) WITH VILLAGE ENGINEER. CONTRACTOR SHALL SUBMIT MOT PLANS TO THE VILLAGE ENGINEER FOR APPROVAL PRIOR TO COMMENCING ANY WORK AND REQUEST AN INSPECTION ONCE INSTALLED.
2. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHWA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
3. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS.

EROSION CONTROL NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THIS EROSION CONTROL PLAN, THE STANDARD DETAILS, AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS PROVIDED BY THE CONTRACTOR.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
9. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
10. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY PROPOSED IMPROVEMENT WORK AS INDICATED IN THE PLAN.
11. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED.
12. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED.
13. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN ANY EXISTING STORM PIPES OR STRUCTURES THAT REMAIN.
15. OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
16. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
17. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
18. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
19. EROSION CONTROL PLANS PROVIDED HEREIN ARE A GUIDELINE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING THE FINAL POLLUTION PREVENTION PLAN. THE PLAN SHALL BE SUBMITTED TO THE OWNER AND ENGINEER WHICH DEMONSTRATES THE MECHANISMS AND PRACTICES THAT WILL BE EMPLOYED TO PROTECT THE CONSTRUCTION SITE AND SURROUNDING AREA DURING CONSTRUCTION. THE PLAN SHALL BE CONSISTENT WITH FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) REQUIREMENTS PERTAINING TO POLLUTION PREVENTION PLANS. THE PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, THE LOCATIONS OF SILT BARRIERS, TURBIDITY SCREENS OR TEMPORARY SHEETING, EMERGENCY RESPONSE PRACTICES, AND OTHER METHODS TO PREVENT POLLUTION. REFUELING OR STORAGE OF VEHICLES OR EQUIPMENT THAT UTILIZE PETROLEUM BASED PRODUCTS SHALL BE PROHIBITED ANYWHERE WITHIN 50 FEET OF A WATER'S EDGE. THE PLAN SHALL BE SUBMITTED TO THE OWNER AFTER NOTICE OF AWARD AND PRIOR TO NOTICE TO PROCEED. AFTER REVIEW BY OWNER THE PLAN SHALL BE FILED WITH ALL APPLICABLE REGULATORY AGENCIES BY THE CONTRACTOR. REFER TO FURTHER NOTES AND DETAILS WITHIN THESE DOCUMENTS.
20. SILT FENCE IS REQUIRED AS SHOWN ON THE PLANS AND ANYWHERE ADDITIONAL AT THE CONTRACTOR'S DISCRETION. LIMITS OF CONSTRUCTION SHOWN ARE DIAGRAMMATIC. CONTRACTOR TO PROVIDE PLAN FOR SHOP DRAWING REVIEW.
21. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED DOCUMENTATION FOR NPDES MONITORING IN ACCORDANCE WITH FDEP REQUIREMENTS.
22. ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED.

| SUMMARY OF QUANTITIES |                                                            |      |        |       |
|-----------------------|------------------------------------------------------------|------|--------|-------|
| BID ITEM NO.          | DESCRIPTION                                                | UNIT | TOTAL  |       |
|                       |                                                            |      | ORIG.  | FINAL |
| 1                     | STAKED SILT FENCE, TYPE III                                | LF   | 4152   |       |
| 2                     | INLET PROTECTION SYSTEM                                    | EA   | 24     |       |
| 3                     | CLEARING & GRUBBING                                        | AC   | 1,510  |       |
| 4                     | REMOVAL OF EXISTING CONCRETE PAVEMENT                      | SY   | 1349   |       |
| 5                     | MAILBOX, RESET                                             | EA   | 40     |       |
| 6                     | MAILBOX, FURNISH & INSTALL, SINGLE OR DOUBLE               | EA   | 38     |       |
| 7                     | REGULAR EXCAVATION                                         | CY   | 268    |       |
| 8                     | EMBANKMENT                                                 | CY   | 10     |       |
| 9                     | TYPE B STABILIZATION                                       | SY   | 346    |       |
| 10                    | OPTIONAL BASE, BASE GROUP 01                               | SY   | 103    |       |
| 11                    | OPTIONAL BASE, BASE GROUP 08                               | SY   | 346    |       |
| 12                    | MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH            | SY   | 1606   |       |
| 13                    | SUPERPAVE ASPHALTIC CONC. TRAFFIC A                        | TN   | 124.0  |       |
| 14                    | INLETS, DT BOT, TYPE C,<10'                                | EA   | 19     |       |
| 15                    | INLETS, DT BOT, TYPE C,>10'                                | EA   | 2      |       |
| 16                    | MANHOLES, P-7, <10'                                        | EA   | 1      |       |
| 17                    | YARD DRAIN                                                 | EA   | 1      |       |
| 18                    | MODIFY EXISTING DRAINAGE STRUCTURE - CORE EXIST. STRUCTURE | EA   | 5      |       |
| 19                    | PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 12"S/CD              | LF   | 4      |       |
| 20                    | PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S /CD-PVC         | LF   | 65     |       |
| 21                    | PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD              | LF   | 882    |       |
| 22                    | PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD              | LF   | 201    |       |
| 23                    | PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 30"S/CD              | LF   | 8      |       |
| 24                    | MITERED END SECTION, OPTIONAL ROUND, 18" CD                | EA   | 1      |       |
| 25                    | CONCRETE CURB, TYPE D                                      | LF   | 143    |       |
| 26                    | CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK                  | SY   | 2665.4 |       |
| 27                    | PAVERS, ARCHITECTURAL, ROADWAY                             | SY   | 77.9   |       |
| 28                    | PERFORMANCE TURF, SOD                                      | SY   | 5082.2 |       |
| 29                    | WATER METER BOX-SINGLE                                     | EA   | 5      |       |
| 30                    | WATER METER BOX-DOUBLE                                     | EA   | 29     |       |
| 31                    | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"                 | LF   | 408    |       |
| 32                    | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"                 | LF   | 6      |       |
| 33                    | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"                 | LF   | 27     |       |

BID ITEM NOTES

- BID ITEM
- 26 - INCLUDES COMPACTED SAND BASE
- 27 - INCLUDES REUSE OF 50% OF THE EXISTING PAVERS. INCLUDES HEADER CURB, BEDDING SAND AND COMPACTED LIMEROCK BASE
- 28 - SOD TO BE REPLACED IN KIND (BAHIA WITH BAHIA, FLORATAM/ST. AUGUSTINE WITH FLORATAM/STA. AUGUSTINE
- 29 - NDS, SINGLE PLASTIC BOX & LID MODEL #D1200
- 30 - CARSON INDUSTRIES, SPEC GRADE 012, LID, HDPE, FLUSH WITH CAST IRON READER DOOR



6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

ENGINEER OF RECORD:  
ADAM K. MAZE, P.E.  
P.E. NO.: 53870

| NO. | REVISION | BY | DATE |
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VILLAGE OF PALM SPRINGS

PUBLIC SERVICE DEPARTMENT

226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

SCALE: NTS  
APPROVED: AM  
DRAWN: PF  
CHECKED: AM  
DATE: 5/8/2023

GENERAL NOTES

SHEETS 4  
OF 24





**DRMP**  
6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

ENGINEER OF RECORD:  
ADAM K. MAZE, P.E.  
P.E. NO.: 53870

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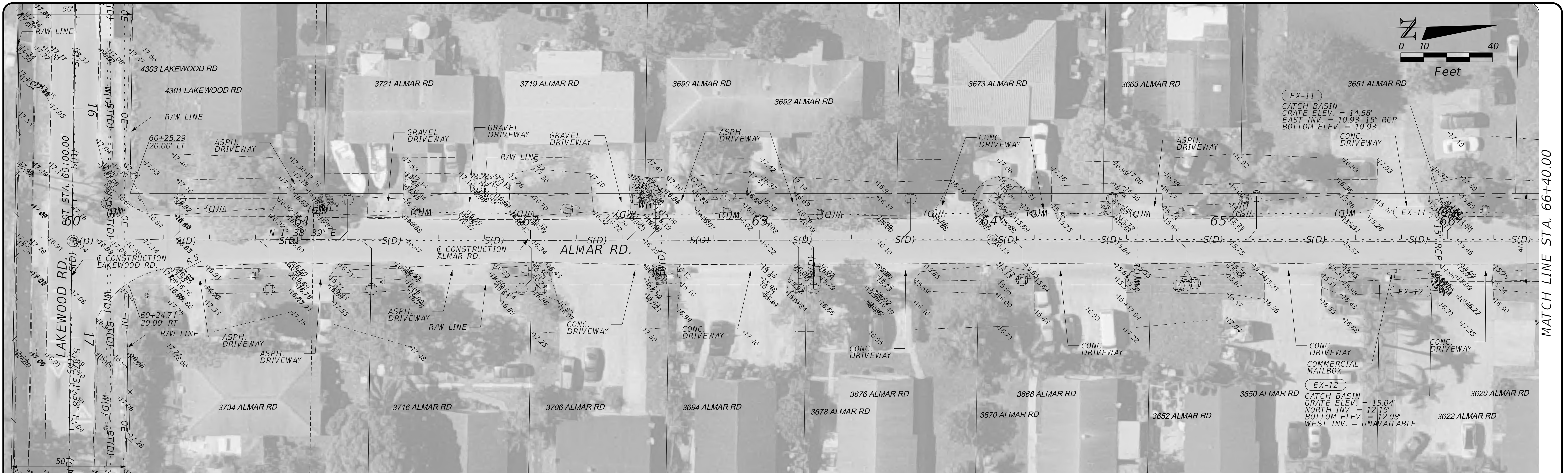
**VILLAGE OF PALM SPRINGS**  
PUBLIC SERVICE DEPARTMENT  
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

SCALE: 1"=40'  
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CHECKED: AM  
DATE:

**EXISTING CONDITIONS**

SHEET: 5  
OF: 24





**DRMP**  
6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

ENGINEER OF RECORD:  
ADAM K. MAZE, P.E.  
P.E. NO.: 53870

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VILLAGE OF PALM SPRINGS  
PUBLIC SERVICE DEPARTMENT  
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

SCALE: 1"=40'  
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CHECKED: AM  
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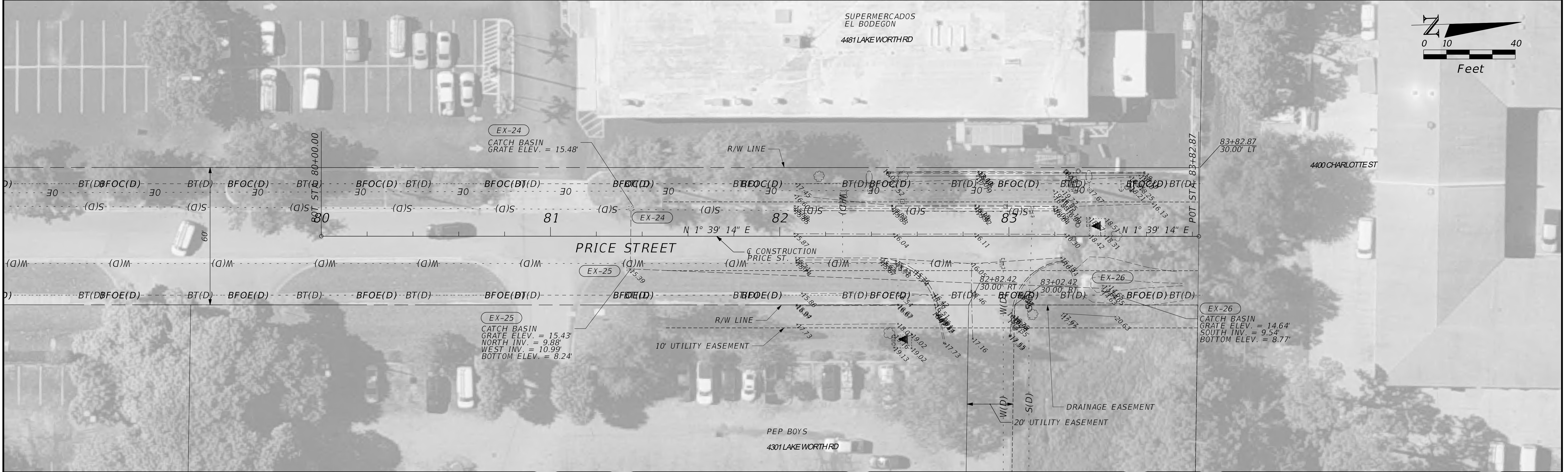
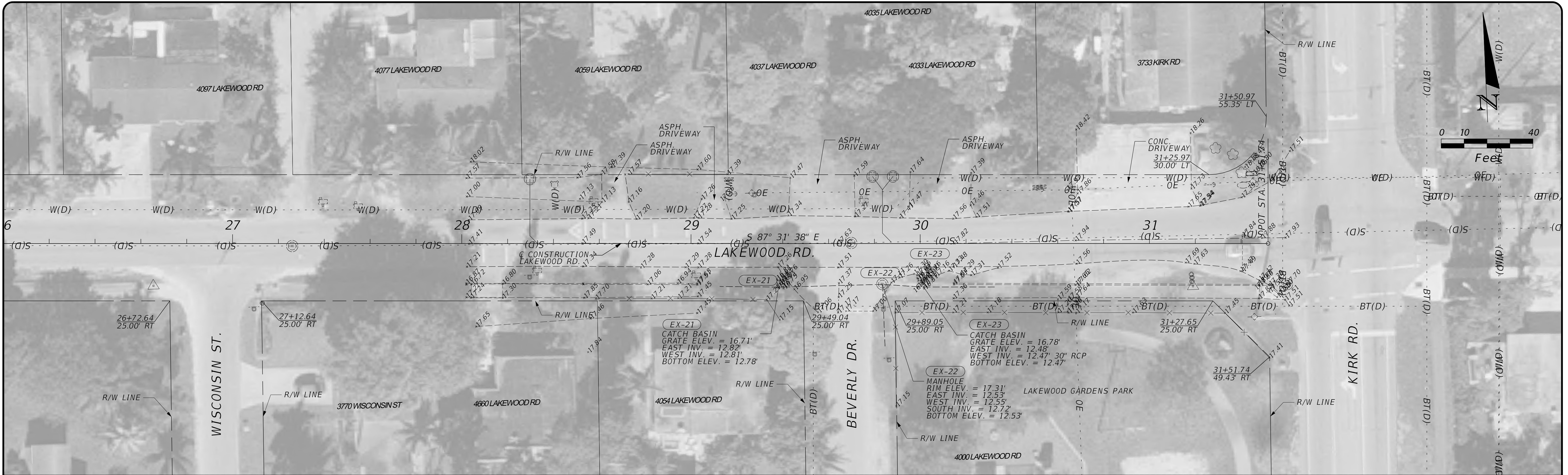
**EXISTING CONDITIONS**

SHEET: 6  
OF: 24







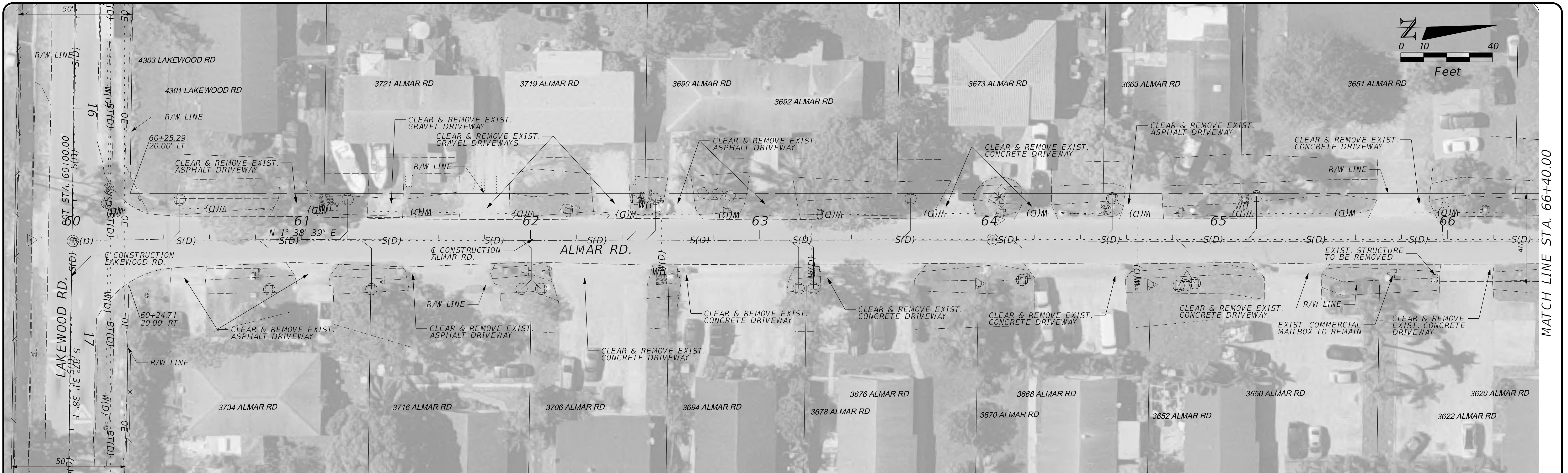


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| <br><b>DRMP</b><br>6853 SW 18TH STREET, SUITE 310<br>BOCA RATON, FL 33433 | ENGINEER OF RECORD:<br>ADAM K. MAZE, P.E.<br>P.E. NO.: 53870 |  | NO. | REVISION | BY | DATE | <br><b>VILLAGE OF PALM SPRINGS</b><br>PUBLIC SERVICE DEPARTMENT<br>226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461 | SCALE: 1"=40'<br>APPROVED: AM<br>DRAWN: PF<br>CHECKED: AM<br>DATE: | <b>EXISTING CONDITIONS</b> | SHEET: 8 |
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| <br><b>DRMP</b><br>6853 SW 18TH STREET, SUITE 310<br>BOCA RATON, FL 33433 | ENGINEER OF RECORD:<br>ADAM K. MAZE, P.E.<br>P.E. NO.: 53870 |  | NO. | REVISION | BY | DATE | <br><b>VILLAGE OF PALM SPRINGS</b><br>PUBLIC SERVICE DEPARTMENT<br>226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461 | SCALE: 1"=40'<br>APPROVED: AM<br>DRAWN: PF<br>CHECKED: AM<br>DATE: | <b>DEMOLITION PLAN</b> | SHEET: 10 |
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**DRMP**  
6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

ENGINEER OF RECORD:  
ADAM K. MAZE, P.E.  
P.E. NO.: 53870

| NO. | REVISION | BY | DATE |
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VILLAGE OF PALM SPRINGS

PUBLIC SERVICE DEPARTMENT

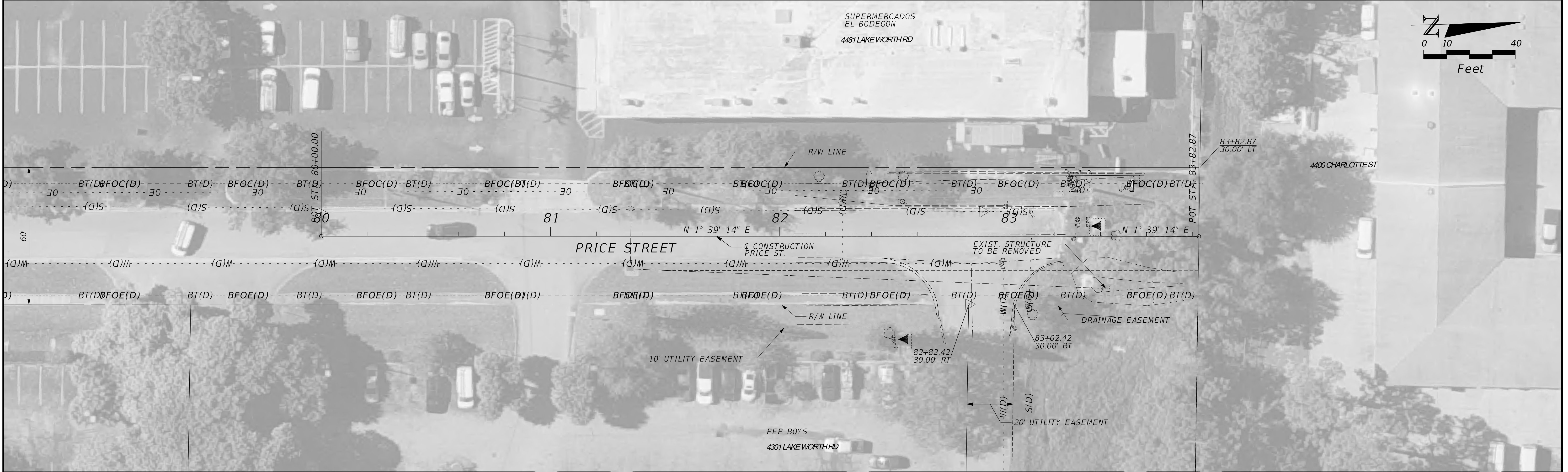
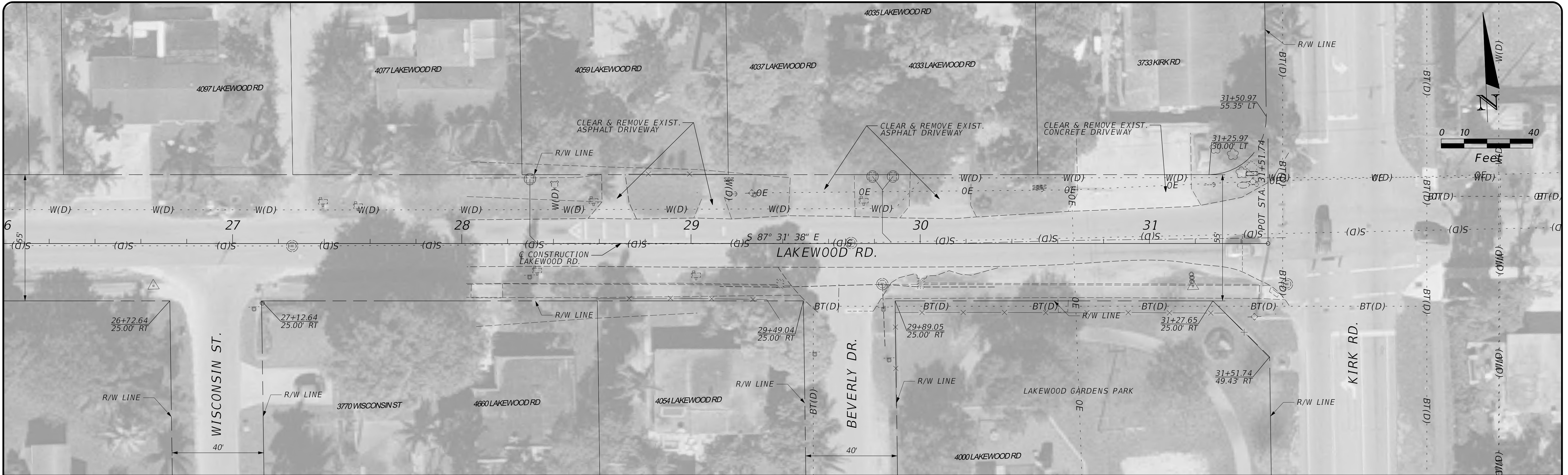
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## DEMOLITION PLAN

SHEET: 11  
OF: 24



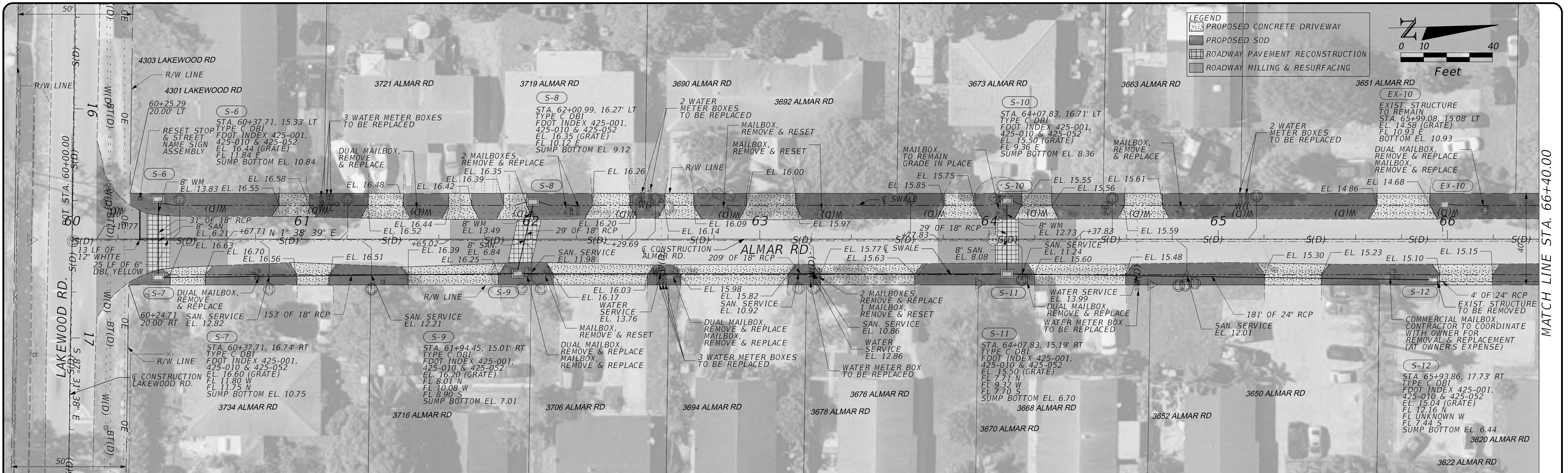


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| <br><b>DRMP</b><br>6853 SW 18TH STREET, SUITE 310<br>BOCA RATON, FL 33433 | ENGINEER OF RECORD:<br>ADAM K. MAZE, P.E.<br>P.E. NO.: 53870 |  | NO. | REVISION | BY | DATE | <br><b>VILLAGE OF PALM SPRINGS</b><br>PUBLIC SERVICE DEPARTMENT<br>226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461 | SCALE: 1"=40'<br>APPROVED: AM<br>DRAWN: PF<br>CHECKED: AM<br>DATE: | <b>DEMOLITION PLAN</b> | SHEET: 12 |
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6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

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PUBLIC SERVICE DEPARTMENT  
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

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DATE:

ROADWAY PLAN

SHEET: 14  
OF: 24









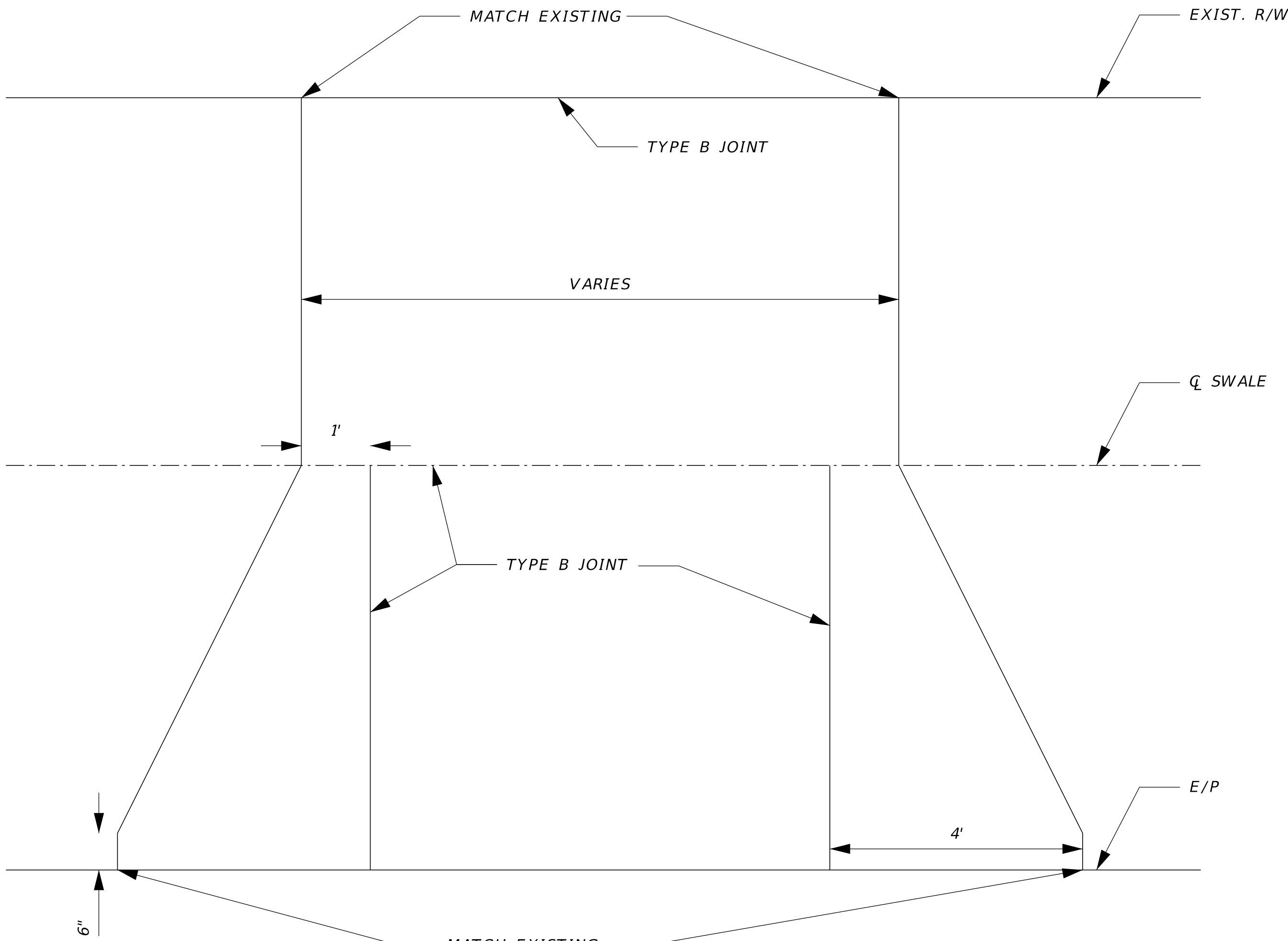
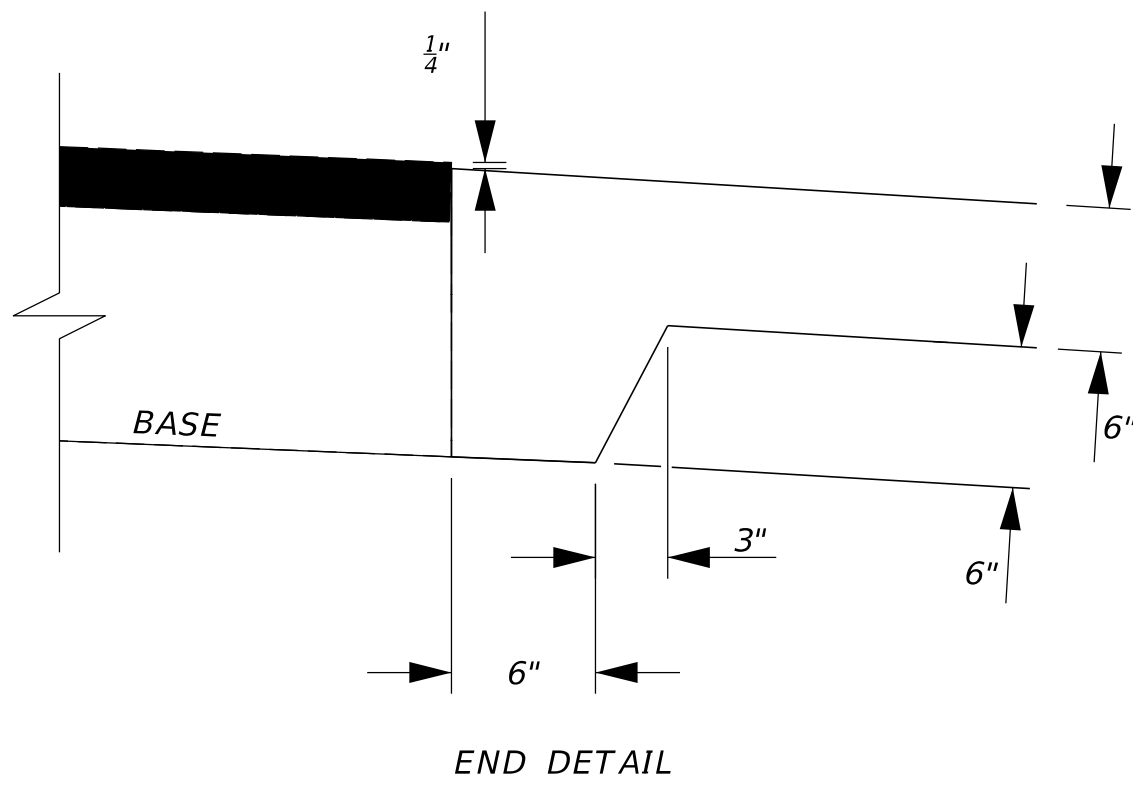
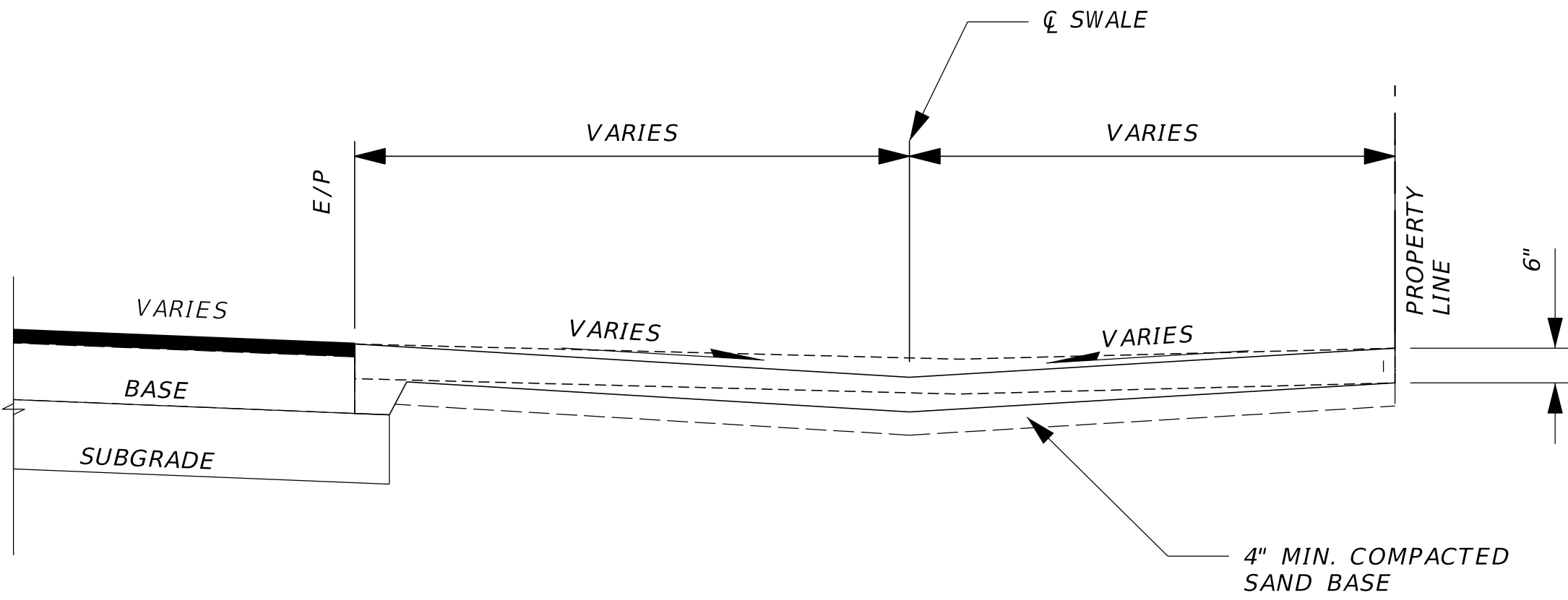






NOTES

1. DRIVEWAY TO BE PORTLAND CEMENT CONCRETE, MIN. 3000 PSI P.S.I. @ 28 DAYS
2. BASE TO BE A MINIMUM 4 INCHES OF CLEAN SAND OR SANDY LOAM, FULLY COMPACTED, FULL WIDTH.
3. CONCRETE TO BE BROOM FINISHED WITH EVEN, DUSTLESS SURFACE.



RESIDENTIAL DRIVEWAY  
SWALE SECTION  
(CONCRETE)

N.T.S.

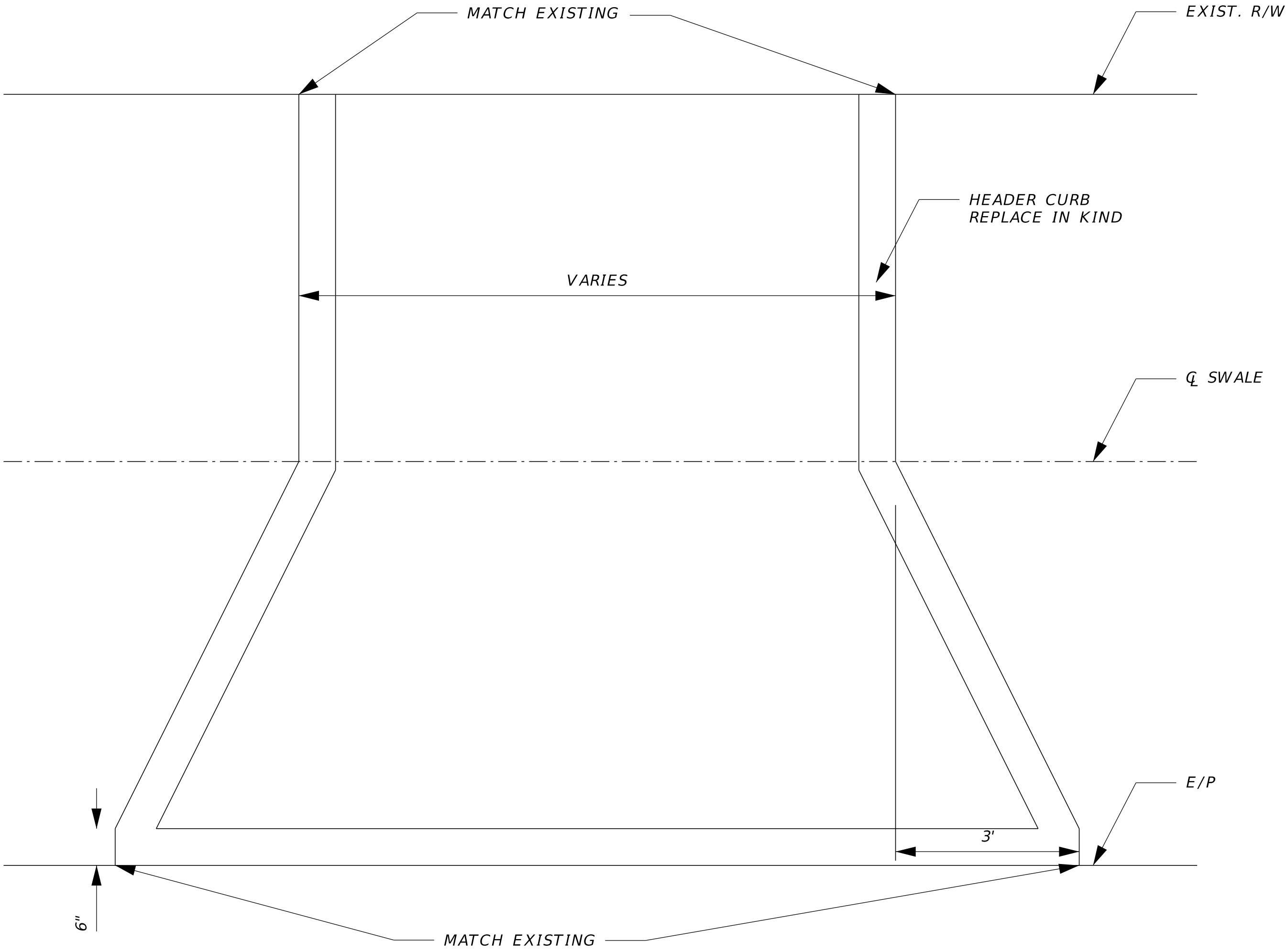
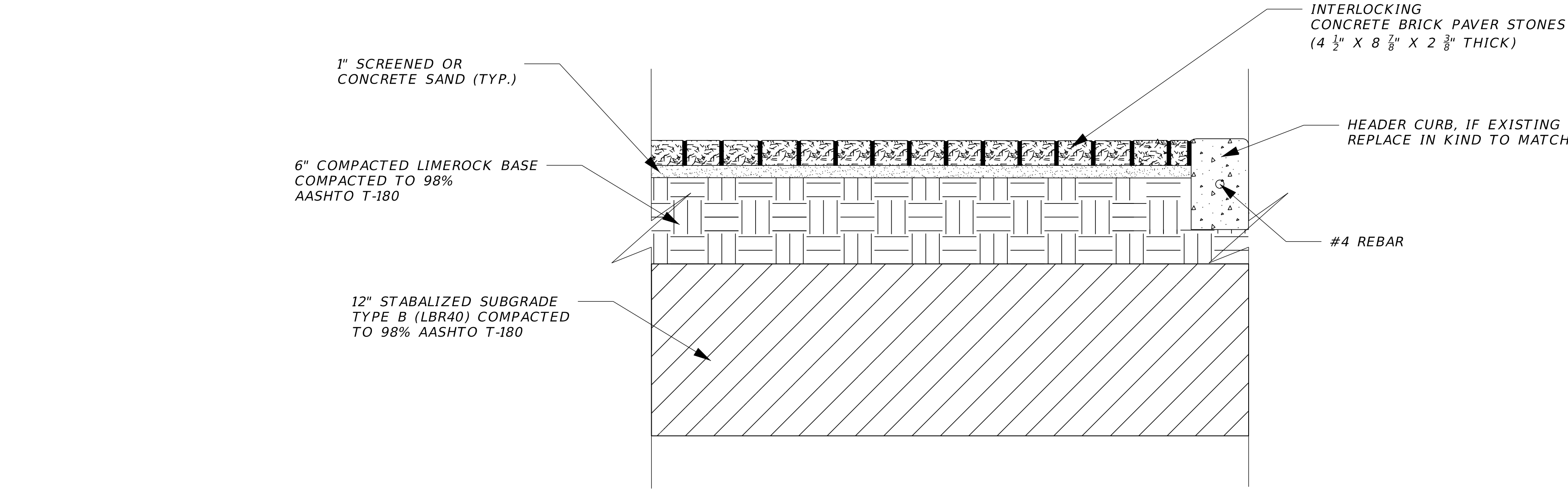
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NOTES

- 1. EXISTING PAVERS ARE TO BE REMOVED, STOCKPILED, AND RE-INSTALLED AS PER DETAIL
- 2. PAVER REINSTALLATION SHALL MATCH EXISTING PAVER PATTERN
- 3. NEW PAVERS, WHERE NEEDED, SHALL MATCH THE EXISTING PAVERS AND BE BLENDED INTO THE PAVER FIELD.



RESIDENTIAL DRIVEWAY  
PAVER RECONSTRUCTION

N.T.S.

**DRMP**  
6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

ENGINEER OF RECORD:  
ADAM K. MAZE, P.E.  
P.E. NO.: 53870

| NO. | REVISION | BY | DATE |
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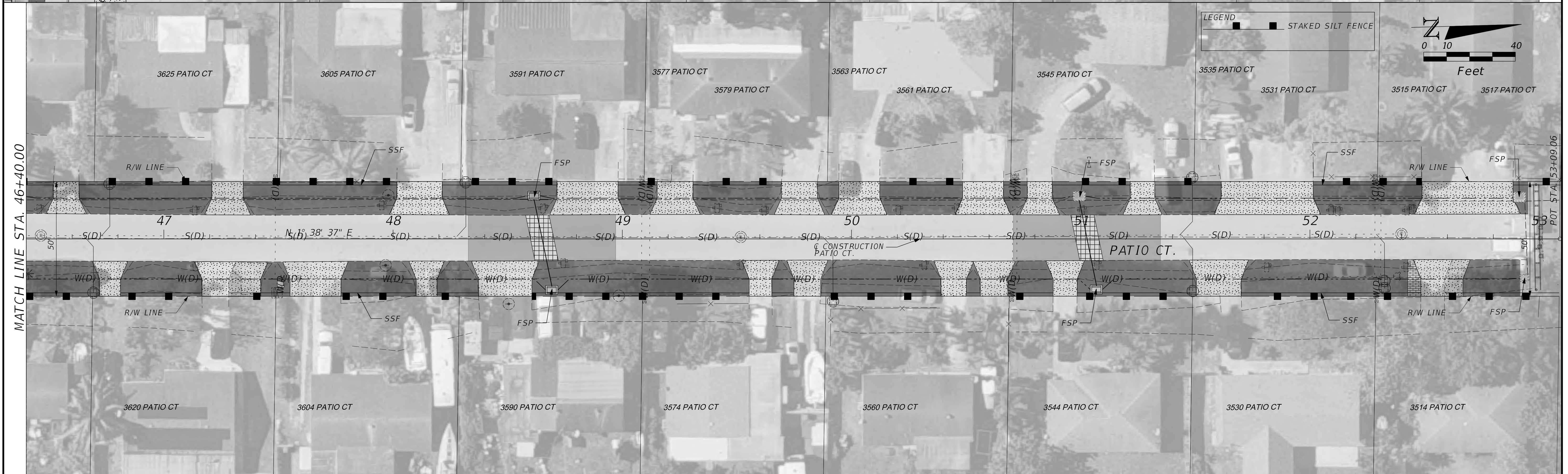
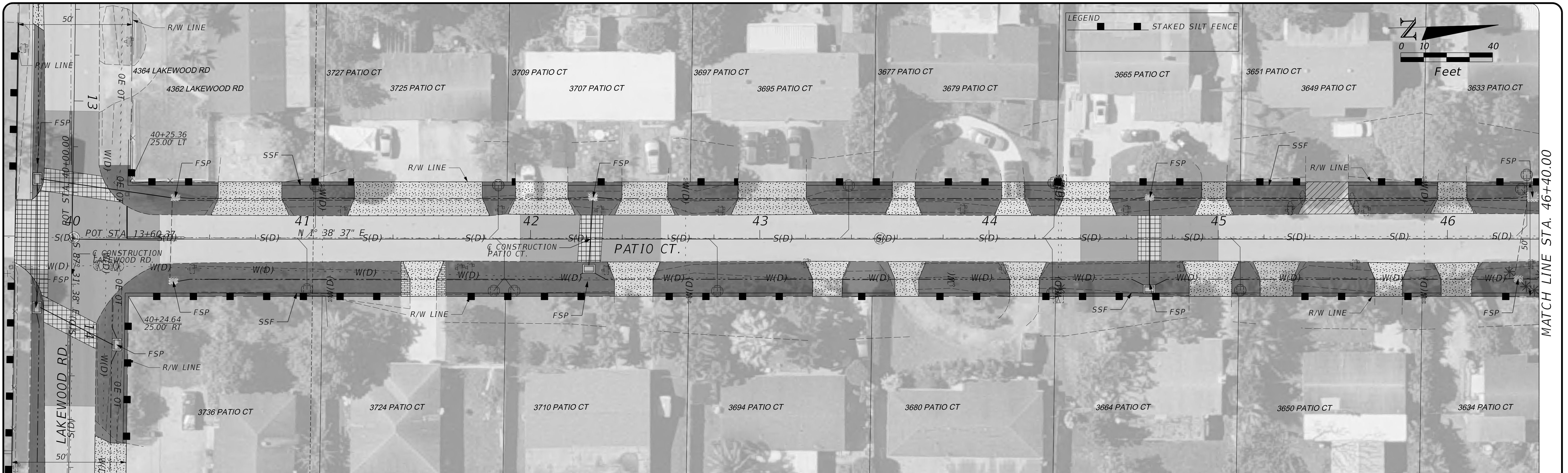
VILLAGE OF PALM SPRINGS  
PUBLIC SERVICE DEPARTMENT  
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

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DATE: 5/8/2023

MISCELLANEOUS DETAILS

SHEET: 19  
OF: 24







6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

ENGINEER OF RECORD:  
ADAM K. MAZE, P.E.  
P.E. NO.: 53870

| NO. | REVISION | BY | DATE |
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VILLAGE OF PALM SPRINGS  
PUBLIC SERVICE DEPARTMENT  
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

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EROSION CONTROL  
PLAN

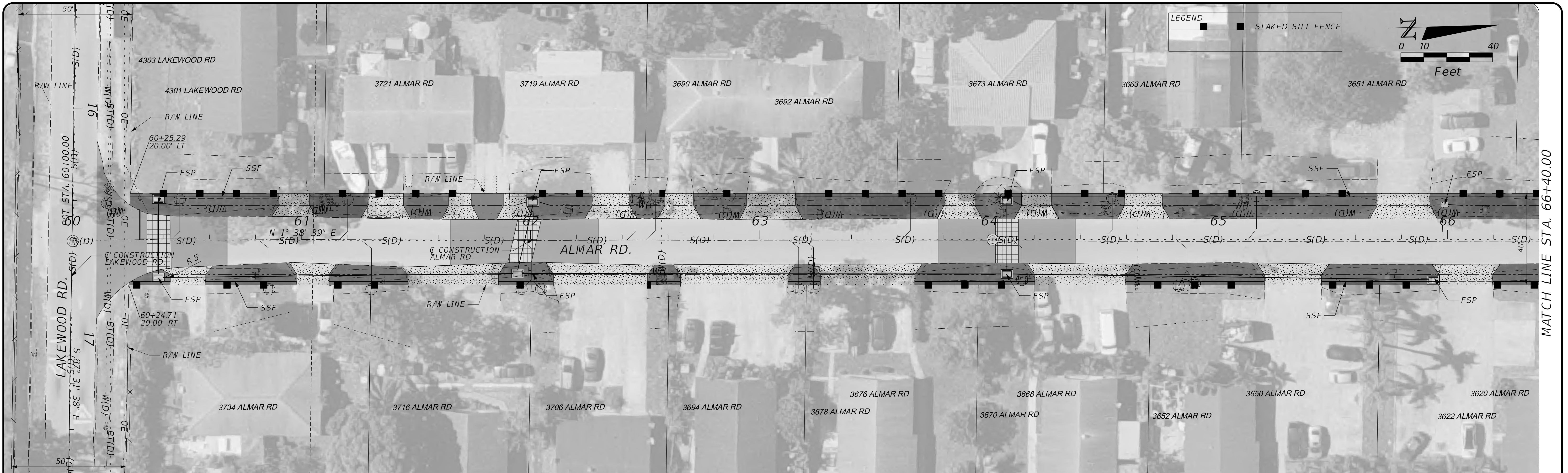
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| <br><b>DRMP</b><br>6853 SW 18TH STREET, SUITE 310<br>BOCA RATON, FL 33433 | ENGINEER OF RECORD:<br>ADAM K. MAZE, P.E.<br>P.E. NO.: 53870 |                     | NO. | REVISION                                                                                                | BY | DATE | <br><b>VILLAGE OF PALM SPRINGS</b><br>PUBLIC SERVICE DEPARTMENT<br>226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461 | SCALE: 1"=40'<br>APPROVED: AM<br>DRAWN: PF<br>CHECKED: AM<br>DATE: | <b>EROSION CONTROL PLAN</b> | SHEETS: 21 |
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**DRMP**  
6853 SW 18TH STREET, SUITE 310  
BOCA RATON, FL 33433

ENGINEER OF RECORD:  
ADAM K. MAZE, P.E.  
P.E. NO.: 53870

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VILLAGE OF PALM SPRINGS

PUBLIC SERVICE DEPARTMENT

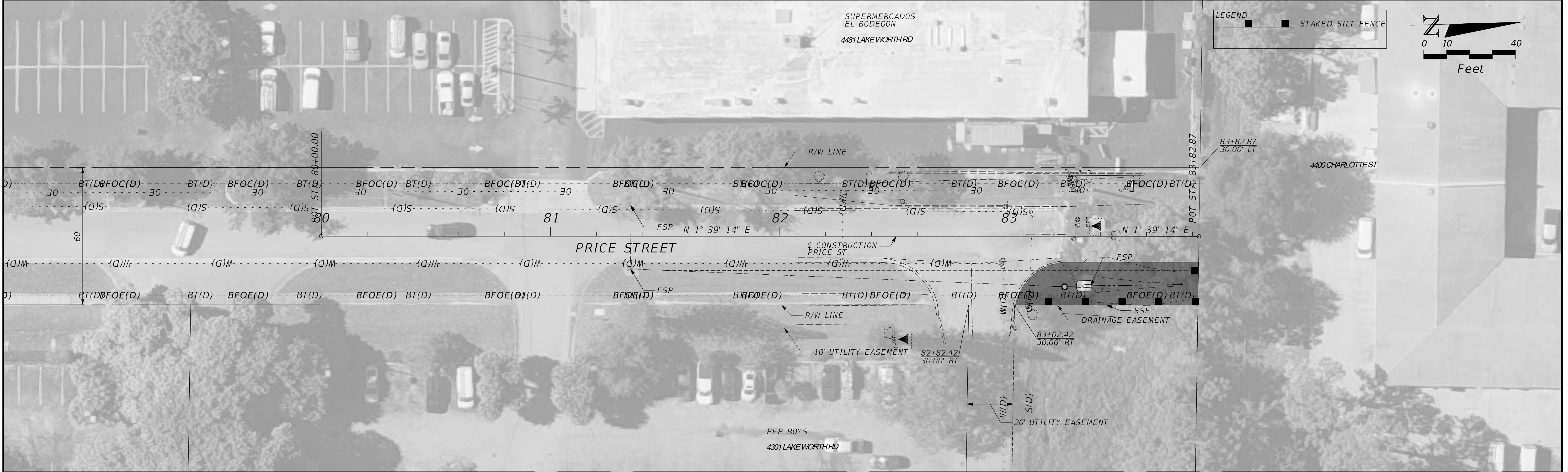
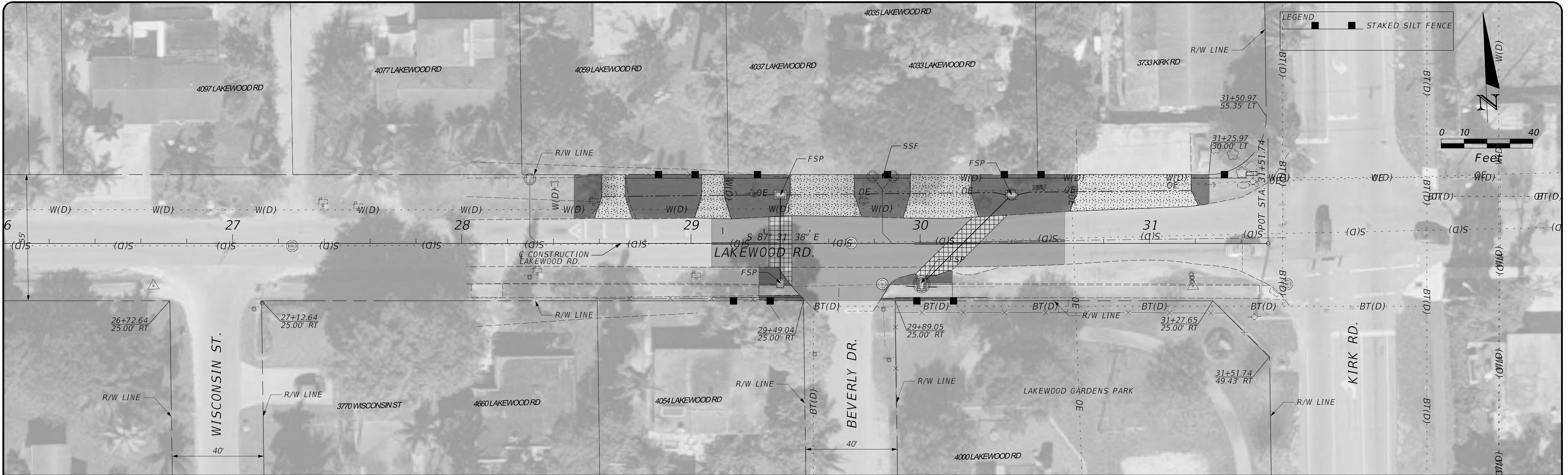
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461

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## EROSION CONTROL PLAN

SHEETS 22  
OF 24

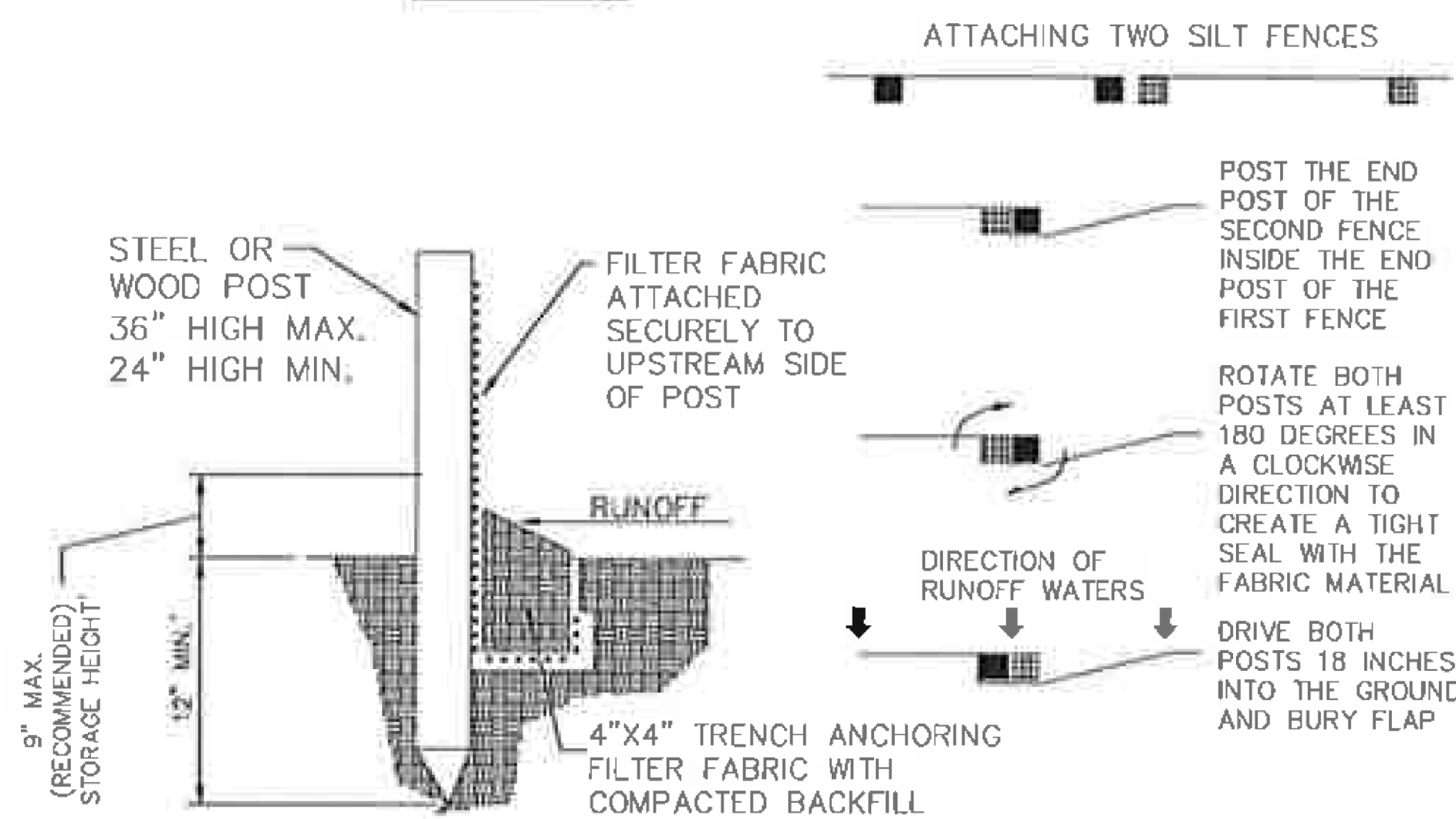
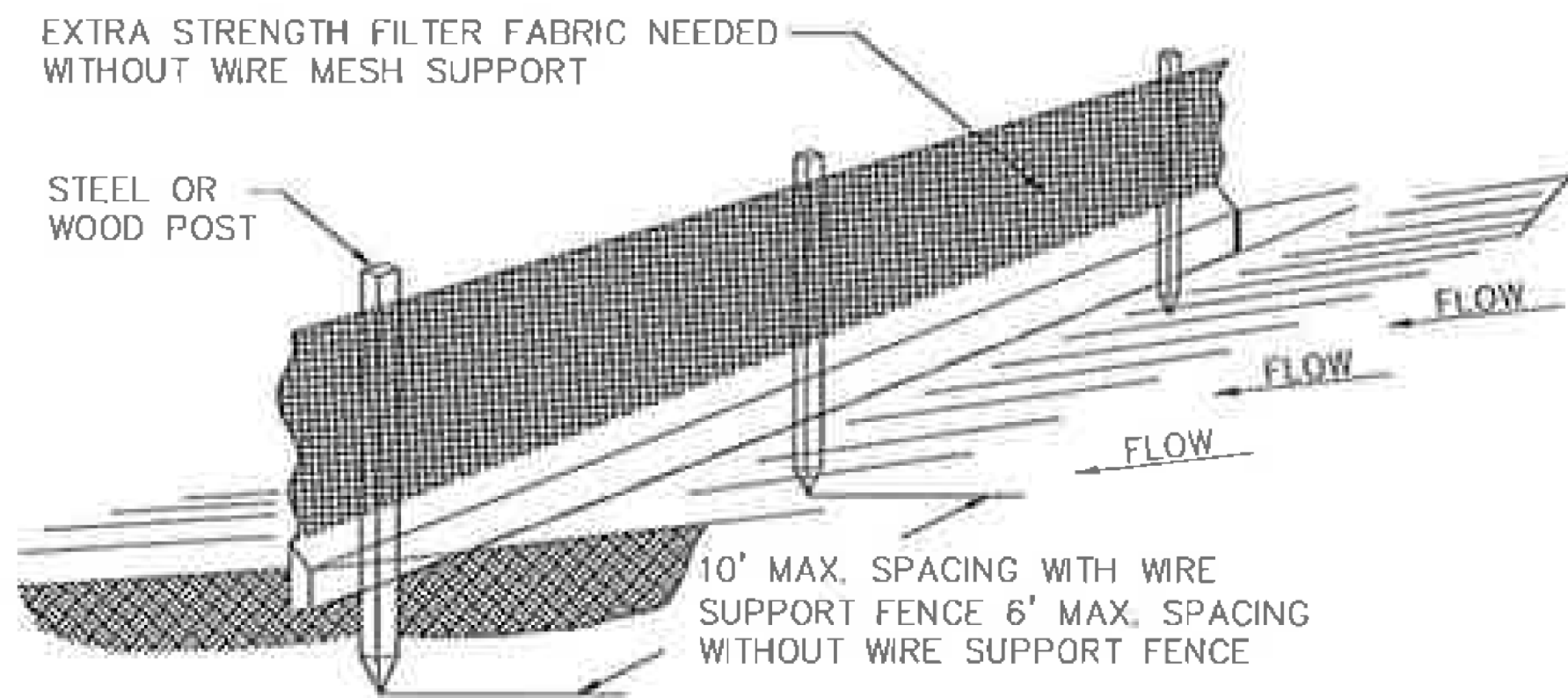




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| <br><b>DRMP</b><br>6853 SW 18TH STREET, SUITE 310<br>BOCA RATON, FL 33433 | ENGINEER OF RECORD:<br>ADAM K. MAZE, P.E.<br>P.E. NO.: 53870 |  | NO. | REVISION | BY | DATE | <br><b>VILLAGE OF PALM SPRINGS</b><br>PUBLIC SERVICE DEPARTMENT<br>226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461 | SCALE: 1"=40'<br>APPROVED: AM<br>DRAWN: PF<br>CHECKED: AM<br>DATE: | <b>EROSION CONTROL<br/>PLAN</b> | SHEET: 23 |
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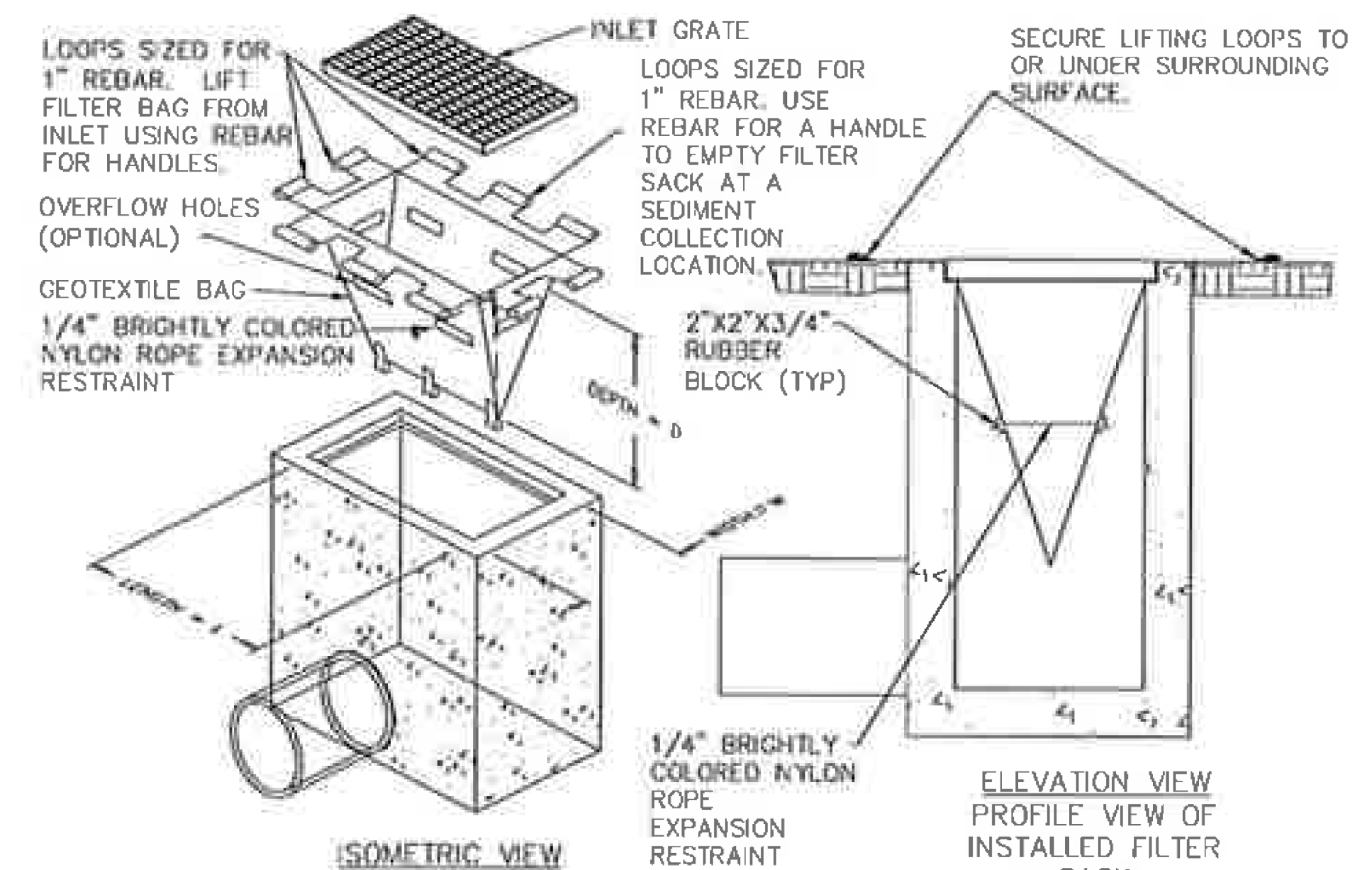
**STANDARD DETAIL**  
TRENCH WITH NATIVE BACKFILL

**NOTE:**

1. INSPECT AND REPAIR FENCE EVERY 7 DAYS AND AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
4. DOUBLE ROW SILT FENCE SHALL BE INSTALLED WITH 3' HORIZONTAL SPACING.

**STAKED SILT FENCE**  
NOT TO SCALE

SSF



1. EMPTY FILTER SACK WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.
2. GEOTEXTILE WILL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
3. AN OIL ADSORBENT PAD OR PILLOW CAN BE PURCHASED WHEN OIL SPILLS ARE A CONCERN. INSPECT PER REGULATORY REQUIREMENTS.
4. THE WIDTH, "W", OF THE FILTER SACK WILL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
5. THE DEPTH, "D", OF THE FILTER SACK WILL BE BETWEEN 18 INCHES AND 36 INCHES.
6. THE LENGTH, "L", OF THE FILTER SACK WILL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.

| LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE  |             |                   |
|-------------------------------------------------------------|-------------|-------------------|
| PROPERTIES                                                  | TEST METHOD | UNITS             |
| GRAB TENSILE STRENGTH                                       | ASTM D-4632 | 300 LBS           |
| GRAB TENSILE ELONGATION                                     | ASTM D-4632 | 20 %              |
| PUNCTURE                                                    | ASTM D-4833 | 120 LBS           |
| MULLEN BURST                                                | ASTM D-3786 | 805 PSI           |
| TRAPEZOID TEAR                                              | ASTM D-4533 | 120 LBS           |
| UV RESISTANCE                                               | ASTM D-4355 | 90 %              |
| APPARENT OPENING SIZE                                       | ASTM D-4751 | 40 US SEVE        |
| FLOW RATE                                                   | ASTM D-4491 | 40 GAL/MIN/50 FT  |
| PERMITTIVITY                                                | ASTM D-4491 | 0.35 SEC -1       |
| MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE |             |                   |
| PROPERTIES                                                  | TEST METHOD | UNITS             |
| GRAB TENSILE STRENGTH                                       | ASTM D-4632 | 265 LBS           |
| GRAB TENSILE ELONGATION                                     | ASTM D-4632 | 20 %              |
| PUNCTURE                                                    | ASTM D-4833 | 135 LBS           |
| MULLEN BURST                                                | ASTM D-3786 | 420 PSI           |
| TRAPEZOID TEAR                                              | ASTM D-4533 | 45 LBS            |
| UV RESISTANCE                                               | ASTM D-4355 | 90 %              |
| APPARENT OPENING SIZE                                       | ASTM D-4751 | 20 US SEVE        |
| FLOW RATE                                                   | ASTM D-4491 | 200 GAL/MIN/50 FT |
| PERMITTIVITY                                                | ASTM D-4491 | 1.5 SEC -1        |

**FILTER SACK INLET PROTECTION**  
NOT TO SCALE

FSP



# CONTRACT BID DOCUMENTS

## Lakewood Road West of Kirk Stormwater Improvements

BID NO.: 2023B-002



## VILLAGE OF PALM SPRINGS FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT:  
DRMP, INC.  
6853 SW 18<sup>TH</sup> STREET, SUITE 310 • BOCA RATON, FL. 33433  
PH. (561) 757-2314

BID SET

PROJ NO: 18-0488.002  
DATE: JUNE 8, 2023

PART 1



BIDDING REQUIREMENTS



## **Contract Documents**

### **Lakewood Road West of Kirk Stormwater Improvements**

**Village of Palm Springs**

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| 00431 | Tabulation of Subcontractors and Suppliers |
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| 00452 | Bidder's Statement of Disputes             |
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| 00455 | Public Entity Crimes                       |
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| 00457 | Vendor Conflict of Interest Form           |
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| 00615 | Payment Bond                               |
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| 00625 | Certificate of Substantial Completion      |
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| 00800 | Supplementary Conditions                   |
| 00940 | Work Change Directive                      |
| 00941 | Change Order                               |
| 00942 | Field Order                                |
| 00943 | Allowance Release                          |
| 00944 | Request For Information                    |
| -     | Addendum - American Rescue Plan Act        |
| -     | Project Specifications                     |



**VILLAGE OF PALM SPRINGS  
PALM SPRINGS, FL  
ITB NO. 2023B-002  
LAKEWOOD ROAD WEST OF KIRK STORMWATER IMPROVEMENTS**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Lakewood Road West of Kirk Stormwater Improvements, Task Order #293** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk at 226 Cypress Lane, Palm Springs, FL 33461**, until **2:00 PM** local time on **July 11, 2023**. At **2:30 PM** all Bids received will be publicly opened and read. The Project consists of constructing stormwater drainage and conveyance along Lakewood Road, Patio Court, Almar Road, and N Price Street.

Bidding Documents may be viewed and downloaded online [www.vpsfl.org](http://www.vpsfl.org) or <http://www.demandstar.com>. Hard copies of bidding Documents may be obtained from DRMP, Inc. on Mondays through Fridays between the hours of 9:00 AM to 4:00 PM and are available 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 \$ 84.00 per 24" x 36" set and \$ 35.00 per 11" x 17" set, plus shipping cost, if applicable, payable by check only to "DRMP, 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 #2023B-002, LAKEWOOD ROAD WEST OF KIRK STORMWATER IMPROVEMENTS**".

A mandatory pre-bid conference will be held on **June 20, 2023, at 2:00 PM** at the **Village of Palm Springs Council Chambers at 226 Cypress Lane, Palm Springs, FL 33461**. Attendance at the pre-bid conference is MANDATORY.

**Bid Opening – July 11, 2023, at 2:30 PM**

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: <https://events.gcc.teams.microsoft.com/event/2d4a3b53-6906-44a7-9fa2-fe0300ecb62b@20801dc8-57d4-4c4b-b981-92be4d50e21c>
- Meeting ID: 246 879 534 476

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](mailto:procurement@vpsfl.org). Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **June 30, 2023, at 5:00 PM** 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**  
Date: **June 8, 2023**  
Publication: **Palm Beach Post, DemandStar, and Village of Palm Springs website**

+ + END OF ADVERTISEMENT FOR BIDS + +

## 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. A similar project shall be defined as **installation of stormwater systems, paving and grading**.

E. Current Certificate of Insurance per the requirements of Section 00520 - Agreement, Article 10.10.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.



**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE**

**4.01    *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

**4.02    *Existing Site Conditions***

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.
  - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

**4.03    *Site Visit and Testing by Bidders***

- A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations,

investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- E. Bidder shall not disturb any ongoing operations at the Site.

## **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of

the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required.

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or



other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

### **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and

qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### **ARTICLE 14 – BASIS OF BID**

##### **14.01 *Lump Sum***

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

##### **14.02 *Unit Price***

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

##### **14.03 *Allowances***

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

#### **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 By submitting a Bid, Bidder acknowledges that Bidder has reviewed the terms of the Agreement included as part of the bid package and represents that, if awarded the contract, Bidder is prepared to enter into an Agreement with the Village in substantially the same form.
- 15.05 The following documents shall be submitted with and made a part of the Bid:

Section 00400 Bid Submission checklist  
Section 00410 Bid Form  
Section 00430 Bid Bond  
Section 00431 Tabulation of Subcontractor and Suppliers  
Section 00440 Florida Trench Safety Act Certification  
Section 00451 Qualifications Statement  
Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion  
Section 00453 Noncollusion Affidavit  
Section 00454 Drug-Free Workplace Certificate  
Section 00455 Sworn Statement on Public Entity Crimes  
Section 00456 Scrutinized Companies Certification Form  
Current Certificate of Insurance

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## **ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## **ARTICLE 22 – SALES AND USE TAXES**

- 22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.



SECTION 00400  
BID SUBMISSION CHECKLIST

Project Name: Lakewood Rd West of Kirk Stormwater Improvements

Bid Number: 2023B-002

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.    \_\_\_ Completed Section 00457 - Vendor Conflict of Interest Disclosure Statement
13.    \_\_\_ Provide requested bidder qualification information per Section 00200 - Instructions to  
       Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
14.    \_\_\_ 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.
15.    \_\_\_ Signed copy of all Addenda.
16.    \_\_\_ Signed copy of ARPA Contract Addendum.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

## BID FORM

### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***VILLAGE OF PALM SPRINGS***

***C/O Kimberly Wynn, Village Clerk***

***226 Cypress Lane, Palm Springs, FL 33461***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

**Addendum No.**

**Addendum, Date**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and



4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Item No.                                 | Description                                                | Unit | Estimated Quantity | Bid Unit Price | Bid Price    |
|------------------------------------------|------------------------------------------------------------|------|--------------------|----------------|--------------|
| 1                                        | STAKED SILT FENCE, TYPE III                                | LF   | 4152               |                |              |
| 2                                        | INLET PROTECTION SYSTEM                                    | EA   | 24                 |                |              |
| 3                                        | CLEARING & GRUBBING                                        | AC   | 1.510              |                |              |
| 4                                        | REMOVAL OF EXISTING CONCRETE PAVEMENT                      | SY   | 1349               |                |              |
| 5                                        | MAILBOX, RESET                                             | EA   | 40                 |                |              |
| 6                                        | MAILBOX, FURNISH & INSTALL, SINGLE OR DOUBLE               | EA   | 38                 |                |              |
| 7                                        | REGULAR EXCAVATION                                         | CY   | 268                |                |              |
| 8                                        | EMBANKMENT                                                 | CY   | 10                 |                |              |
| 9                                        | TYPE B STABILIZATION                                       | SY   | 346                |                |              |
| 10                                       | OPTIONAL BASE, BASE GROUP 01                               | SY   | 103                |                |              |
| 11                                       | OPTIONAL BASE, BASE GROUP 08                               | SY   | 346                |                |              |
| 12                                       | MILL EXIST. ASPHALT PAVEMENT, 1" AVG DEPTH                 | SY   | 1606               |                |              |
| 13                                       | SUPERPAVE ASPHALTIC CONC, TRAFFIC A                        | TN   | 124.0              |                |              |
| 14                                       | INLETS, DT BOT, TYPE C,<10'                                | EA   | 19                 |                |              |
| 15                                       | INLETS, DT BOT, TYPE C,>10'                                | EA   | 2                  |                |              |
| 16                                       | MANHOLES, P-7, <10'                                        | EA   | 1                  |                |              |
| 17                                       | YARD DRAIN                                                 | EA   | 1                  |                |              |
| 18                                       | MODIFY EXISTING DRAINAGE STRUCTURE - CORE EXIST. STRUCTURE | EA   | 5                  |                |              |
| 19                                       | PIPE CULVERT,OPT MATERIAL,RND, 12"S/CD                     | LF   | 4                  |                |              |
| 20                                       | PIPE CULVERT,OPT MATERIAL,RND, 15"S/CD-PVC                 | LF   | 65                 |                |              |
| 21                                       | PIPE CULVERT,OPT MATERIAL,RND, 18"S/CD                     | LF   | 882                |                |              |
| 22                                       | PIPE CULVERT,OPT MATERIAL,RND, 24"S/CD                     | LF   | 201                |                |              |
| 23                                       | PIPE CULVERT,OPT MATERIAL,RND, 30"S/CD                     | LF   | 8                  |                |              |
| 24                                       | MITERED END SECTION, OPT RND, 18" CD                       | EA   | 1                  |                |              |
| 25                                       | CONCRETE CURB, TYPE D                                      | LF   | 143                |                |              |
| 26                                       | CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK                  | SY   | 2665.4             |                |              |
| 27                                       | PAVERS, ARCHITECTURAL, ROADWAY                             | SY   | 77.9               |                |              |
| 28                                       | PERFORMANCE TURF, SOD                                      | SY   | 5082.2             |                |              |
| 29                                       | WATER METER BOX-SINGLE                                     | EA   | 5                  |                |              |
| 30                                       | WATER METER BOX-DOUBLE                                     | EA   | 29                 |                |              |
| 31                                       | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"                 | LF   | 408                |                |              |
| 32                                       | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"                 | LF   | 6                  |                |              |
| 33                                       | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"                 | LF   | 27                 |                |              |
| 34                                       | MOBILIZATION/DEMobilIZATION                                | %    | 8                  |                |              |
| 35                                       | MAINTENANCE OF TRAFFIC                                     | %    | 10                 |                |              |
| 36                                       | CEI                                                        | LS   | 1                  |                |              |
| 37                                       | CONTINGENCY                                                | EA   | 1                  | \$100,000.00   | \$100,000.00 |
| <b>Total of All Unit Price Bid Items</b> |                                                            |      |                    | \$             |              |

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.

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**Total Bid Price**    \$ \_\_\_\_\_

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#### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 220 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 250 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: \_\_\_\_\_ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and

#### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

---

By:

*[Signature]* \_\_\_\_\_

\_\_\_\_\_

[Printed name]

\_\_\_\_\_  
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

\_\_\_\_\_  
[Printed name]

Title:

Submittal Date:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

\_\_\_\_\_  
(where applicable)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*



## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

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

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431  
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

|     | <u>SUBCONTRACTOR OR SUPPLIER<br/>AND ADDRESS</u> | <u>CLASS OF WORK OR MATERIAL</u> |
|-----|--------------------------------------------------|----------------------------------|
| (1) | _____<br>_____                                   | _____                            |
| (2) | _____<br>_____                                   | _____                            |
| (3) | _____<br>_____                                   | _____                            |
| (4) | _____<br>_____                                   | _____                            |
| (5) | _____<br>_____                                   | _____                            |
| (6) | _____<br>_____                                   | _____                            |
| (7) | _____<br>_____                                   | _____                            |

BIDDER:\_\_\_\_\_

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

SECTION 00440  
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

|                                 | <u>Cost</u> |
|---------------------------------|-------------|
| 1. Trench Safety Act Compliance | \$ _____    |
| 2. Special Shoring              | \$ _____    |

Identify method of compliance for Item #1: \_\_\_\_\_

\_\_\_\_\_

Identify or attach a copy of Special Shoring Requirements for Item #2: \_\_\_\_\_

\_\_\_\_\_

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS**

**1. SUBMITTED BY:**

Official Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. SUBMITTED TO:** Village Clerks Office

**3. SUBMITTED FOR:** \_\_\_\_\_

Owner: Village of Palm Springs

Project Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TYPE OF WORK:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**5. AFFILIATED COMPANIES:**

Name:

---

Address:

---

---

---

**6. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner:

---

Doing Business As:

---

Date of Organization:

---

☐ PARTNERSHIP

Date of Organization:

---

Type of Partnership:

---

Name of General Partner(s):

---

---

---

☐ CORPORATION

State of Organization:

---

Date of Organization:

---

Executive Officers:

- President:

---

- Vice President(s):

---

---

---

- Treasurer:

---

- Secretary:

---

☐ LIMITED LIABILITY COMPANY

State of Organization:

\_\_\_\_\_

Date of Organization:

\_\_\_\_\_

Members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ JOINT VENTURE

Sate of Organization:

\_\_\_\_\_

Date of Organization:

\_\_\_\_\_

Form of Organization:

\_\_\_\_\_

Joint Venture Managing Partner

- Name:

\_\_\_\_\_

- Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name:

\_\_\_\_\_

- Address:

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name:

\_\_\_\_\_

- Address:

\_\_\_\_\_

\_\_\_\_\_

**7. LICENSING**

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

**8. CERTIFICATIONS**

**CERTIFIED BY:**

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other (\_\_\_\_\_): \_\_\_\_\_

**9. BONDING INFORMATION**

Bonding Company: \_\_\_\_\_

Address: \_\_\_\_\_

Bonding Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Aggregate Bonding Capacity: \_\_\_\_\_

Available Bonding Capacity as of date of this submittal: \_\_\_\_\_

EJCDC® C-451, Qualifications Statement.

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and American Society of Civil Engineers. All rights reserved.



**\*NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE **VILLAGE** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

**10. FINANCIAL INFORMATION**

Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Account Manager: \_\_\_\_\_

Phone: \_\_\_\_\_

THE **VILLAGE** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

**11. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

## 12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: \_\_\_\_\_

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

|      |       |     |       |
|------|-------|-----|-------|
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

|      |       |      |       |
|------|-------|------|-------|
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |

Total number of man-hours worked for the last 5 Years:

|      |       |                           |       |
|------|-------|---------------------------|-------|
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

|      |       |      |       |
|------|-------|------|-------|
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |

### 13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

NOTARY PUBLIC - STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.



## SCHEDULE A

### CURRENT EXPERIENCE

| Project Name | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>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:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>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:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |

## SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]



SECTION 00452  
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,  
ARBITRATION, AND SURETY COMPLETION  
LAST THREE (3) YEARS

| <u>NO.</u> | <u>PROJECT</u> | NAME AND ADDRESS OF<br><u>OWNER OR ENGINEER</u> | NAME AND PHONE OF<br>OWNER OR ENGINEER<br><u>REPRESENTATIVE</u> | <u>DATE OF</u><br><u>CONTRACT</u> | <u>AMOUNT</u> | <u>STATUS</u> |
|------------|----------------|-------------------------------------------------|-----------------------------------------------------------------|-----------------------------------|---------------|---------------|
| 1.         |                |                                                 |                                                                 |                                   |               |               |
| 2.         |                |                                                 |                                                                 |                                   |               |               |
| 3.         |                |                                                 |                                                                 |                                   |               |               |
| 4.         |                |                                                 |                                                                 |                                   |               |               |
| 5.         |                |                                                 |                                                                 |                                   |               |               |
| 6.         |                |                                                 |                                                                 |                                   |               |               |

(Signed)\_\_\_\_\_

SECTION 00453  
NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Lakewood Rd West of Kirk Stormwater Improvements," 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.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the 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: \_\_\_\_\_



## **Vendor Conflict of Interest Disclosure Statement Information and Instructions**

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes*, and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of \$7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

### **DEFINITIONS**

**"Business Entity"** means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

**"Conflict of Interest"** means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

**"Financial interest"** means direct or indirect ownership or other interest that may result in special private gain or loss.

**"Person"** means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**“Public Official”** includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

**“Relative”** means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

**“Vendor”** means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of \$7,500.00 with the Village.

## INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

### VILLAGE OF PALM SPRINGS VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

---

NAME OF VENDOR

---

NAME OF PERSON COMPLETING FORM

---

RELATIONSHIP TO VENDOR

---

ADDRESS

---

CITY, STATE, ZIP

---

TELEPHONE NUMBER

---

CONTACT EMAIL ADDRESS  
PHONE NUMBER

---

CELL

This form is provided in connection with:

- ☐ Invitation to Bid (specify) \_\_\_\_\_
- ☐ Request for Proposal / Qualifications (specify) \_\_\_\_\_
- ☐ Other (specify) \_\_\_\_\_

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.



2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.
  
3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.
  
4. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.
  
5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

**Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

PART 2



CONTRACT FORMS



## NOTICE OF AWARD

---

Date of Issuance: Project Bid No. (ITB #): 2023B-002  
Owner: Village of Palm Springs Owner's Task Order No.: 293  
Engineer: Engineer's Project No.:  
Project: Lakewood Rd West of Kirk Stormwater Improvements  
Bidder:  
Bidder's Address:

### TO BIDDER:

You are notified that Owner has accepted your Bid dated [ ] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

\_\_\_\_\_  
*[describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: \$ [ ] *[note if subject to unit prices, or cost-plus]*

☐ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [ ] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and  
\_\_\_\_ ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lakewood Rd West of Kirk Stormwater Improvements

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by DRMP, Inc..
- 3.02 The Owner has retained Village Inspector ("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 210 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 240 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of



requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 200 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

---

#### 4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$           .

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
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### **6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has 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.
- E. 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.
- F. 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.
- G. 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.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 13, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 72, inclusive).
  - 5. Supplementary Conditions (pages 1 to 10, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of 24 sheets with each sheet bearing the following general title:        **[or]** the Drawings listed on the attached sheet index.
  - 8. Addenda (numbers        to       , inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages        to       , inclusive).
    - b. American Rescue Plan Act (ARPA) Contract Addendum.

*NOTE(S) TO USER:*

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; however, precedence shall be given to any amendments, change directives, change orders, or field orders, beginning with the most recent in time. Wherever possible, the provisions of all Contract Documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 10 – MISCELLANEOUS**

**10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

**10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Indemnity*

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or



equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

#### 10.07 *Governing Law and Remedies*

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### 10.08 *Office of the Inspector General*

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

#### 10.09 *Scrutinized Companies*

- A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### 10.10 *Public Records*

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
1. Keep and maintain public records required by the Village to perform the service.
  2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
  4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, [kwynn@vpsfl.org](mailto: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 | \$1,000,000 |
| 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/Per Claim \$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 \$1,000,000
    - Each Accident \$1,000,000
  - b. Property Damage:
    - Each Incident \$1,000,000
4. Umbrella of Excess Liability:
  - a. Excess or Umbrella Liability
    - 1) General Aggregate \$5,000,000
    - 2) Each Occurrence/Per Claim \$1,000,000
5. Contractor's Pollution Liability:
  - a. Contractor's Pollution Liability
    - 1) General Aggregate \$2,000,000
    - 2) Each Occurrence/Per Claim \$1,000,000
6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
  - a. Village of Palm Springs

#### 10.12 *Public Construction Bond*

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
  - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
- e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
  - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
  - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

#### 10.13 *Audit by Village*

- A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

#### 10.14 *Copies of Data/Documents*

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

#### 10.15 *Ownership*

- A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

#### 10.16 *Limitations of Liability*

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

#### 10.17 *Enforcement Costs*

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of

construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.18 *Copyrights and/or Patent Rights*

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 *Damage to Persons or Property*

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.21 *Discrimination*

- A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.22 *Construction Defects*

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.23 *Public Entity Crimes*

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

10.24 *Scrutinized Companies*



- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### 10.25 *E-Verify*

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
  - 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
  - 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
  - 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
  - 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
  - 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
  - 6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after

the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

VILLAGE:

CONTRACTOR:

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

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

Title: Mayor

Title: \_\_\_\_\_

*(Seal)*

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

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

Title: Village Clerk

Title: Notary Public

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

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*



## NOTICE TO PROCEED

---

Owner: Village of Palm Springs                      Owner's Task Order No.: 293  
Contractor:                                              Project Bid No. (ITB #): 2023B-002  
Engineer:                                              Engineer's Project No.:  
Project: Lakewood Rd West of Kirk Stormwater Improvements  
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

## 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

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.



10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

### OWNER

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

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description:

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
*(seal)*

Contractor's Name and Corporate Seal

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

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
*(seal)*

Surety's Name and Corporate Seal

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

Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

Signature

\_\_\_\_\_  
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:



## Contractor's Application for Payment No. \_\_\_\_\_

|                                        |                           |                         |
|----------------------------------------|---------------------------|-------------------------|
| Application Period:                    |                           | Application Date:       |
| To<br>(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<br>(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<br>(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:                                    |              |                              |   |  |  |   |
|                           |             |                      |                                 |             |                                               | Work Completed                                       |              | E                            | F |  |  | G |
| A                         |             | B                    | C                               | D           | Materials Presently<br>Stored (not in C or D) | Total Completed<br>and Stored to Date<br>(C + D + E) | %<br>(F / B) | Balance to Finish<br>(B - F) |   |  |  |   |
| Specification Section No. | Description | Scheduled Value (\$) | From Previous Application (C+D) | This Period |                                               |                                                      |              |                              |   |  |  |   |
|                           |             |                      |                                 |             |                                               |                                                      |              |                              |   |  |  |   |
|                           |             |                      |                                 |             |                                               |                                                      |              |                              |   |  |  |   |
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|                           |             |                      |                                 |             |                                               |                                                      |              |                              |   |  |  |   |
|                           |             |                      |                                 |             |                                               |                                                      |              |                              |   |  |  |   |
|                           |             |                      |                                 |             |                                               |                                                      |              |                              |   |  |  |   |
|                           |             |                      |                                 |             |                                               |                                                      |              |                              |   |  |  |   |
|                           |             |                      |                                 |             |                                               |                                                      |              |                              |   |  |  |   |
|                           | Totals      |                      |                                 |             |                                               |                                                      |              |                              |   |  |  |   |

### Progress Estimate - Unit Price Work

## Contractor's Application

[illegible]

## Stored Material Summary

## Contractor's Application

[illegible]



## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Palm Springs  
Contractor:  
Engineer:  
Project: Lakewood Rd West of Kirk Stormwater Improvements

Owner's Task Order No.: 293  
Project Bid No. (ITB #): 2023B-002  
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: _____<br>(Authorized signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |           |
| Title: _____                        | Title: _____                              | Title: _____                                   |           |
| Date: _____                         | Date: _____                               | Date: _____                                    |           |

PART 3



CONTRACT CONDITIONS



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



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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. Owner 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 Owner, 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 (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

### ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

#### *SC-1.01 Defined Terms*

**SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:**

**SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.**

### ARTICLE 2 – PRELIMINARY MATTERS

#### *SC-2.01 Delivery of Bonds and Evidence of Insurance*

**SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:**

**B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.**

**SC-2.01 Delete Paragraphs 2.01 C. in its entirety.**

#### *SC-2.03 Before Starting Construction*

**SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:**

**At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review**

## ARTICLE 4 – PRELIMINARY MATTERS

### *SC-4.01 Commencement of Contract Times; Notice to Proceed*

**SC-4.01** Amend the third sentence of Paragraph 4.01 A. to read as follows:

- A.** In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

## ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### *SC-5.01 Availability of Lands*

**SC-5.01** Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

### *SC-5.03 Subsurface and Physical Conditions*

**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 (3<sup>rd</sup> Monday in January)  
President’s Day (3<sup>rd</sup> Monday in February)  
Good Friday  
Memorial Day (Last Monday of May)  
Independence Day (July 4)  
Labor Day (1<sup>st</sup> Monday of September)  
Veteran’s Day (November 11)  
Thanksgiving Day (4<sup>th</sup> Thursday of November)  
Day After Thanksgiving (4<sup>th</sup> 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.

PART 4



MISCELLANEOUS  
DOCUMENTS



Work Change Directive No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
Owner: Village of Palm Springs Owner's Task Order No.: 293  
Contractor: \_\_\_\_\_ Project Bid No. (ITB #): 2023B-002  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Project: Lakewood Rd West of Kirk Stormwater Improvements

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: _____<br>Engineer (Authorized Signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Title: _____                                 | Title: _____                              | Title: _____                                   |
| Date: _____                                  | Date: _____                               | Date: _____                                    |

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



Change Order No. \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 293

Contractor:

Project Bid No. (ITB #): 2023B-002

Engineer:

Engineer's Project No.:

Project: Lakewood Rd West of Kirk Stormwater Improvements

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<br><i>[note changes in Milestones if applicable]</i>                                                                                 |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br>\$ _____                                                           | Original Contract Times:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days / dates                                                   |
| [Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:<br>\$ _____ | [Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days |
| Contract Price prior to this Change Order:<br>\$ _____                                         | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>dates                                        |
| [Increase] [Decrease] of this Change Order:<br>\$ _____                                        | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days                                        |
| Contract Price incorporating this Change Order:<br>\$ _____                                    | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>dates                                   |

| RECOMMENDED:                        | ACCEPTED:                                 | ACCEPTED:                                      |
|-------------------------------------|-------------------------------------------|------------------------------------------------|
| By: _____<br>Engineer (if required) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Title: _____                        | Title: _____                              | Title: _____                                   |
| Date: _____                         | Date: _____                               | Date: _____                                    |

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



Field Order No. \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 293

Contractor:

Project Bid No. (ITB #): 2023B-002

Engineer:

Engineer's Project No.:

Project: Lakewood Rd West of Kirk Stormwater Improvements

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





Allowance Release No. \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 293

Contractor:

Project Bid No. (ITB #): 2023B-002

Engineer:

Engineer's Project No.:

Project: Lakewood Rd West of Kirk Stormwater Improvements

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description:

Attachments: *[List documents supporting change]*

### CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

\$ \_\_\_\_\_

[Increase] [Decrease] from previously approved Allowance Release No. \_\_\_\_ to No. \_\_\_\_:

\$ \_\_\_\_\_

Construction Allowance prior to this Allowance Release:

\$ \_\_\_\_\_

[Increase] [Decrease] of this Allowance Release:

\$ \_\_\_\_\_

Construction Allowance incorporating this Allowance Release:

\$ \_\_\_\_\_

| RECOMMENDED: |                        | ACCEPTED: |                              | ACCEPTED: |                                   |
|--------------|------------------------|-----------|------------------------------|-----------|-----------------------------------|
| By:          | _____                  | By:       | _____                        | By:       | _____                             |
|              | Engineer (if required) |           | Owner (Authorized Signature) |           | Contractor (Authorized Signature) |
| Title:       | _____                  | Title:    | _____                        | Title:    | _____                             |
| Date:        | _____                  | Date:     | _____                        | 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:** Lakewood Rd West of Kirk Stormwater  
Improvements **REQUIRED:** \_\_\_\_\_

**TO:** \_\_\_\_\_ **TASK ORDER #:** 293

### REQUEST:

**Requested By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
CONTRACTOR

**Signed By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

### ANSWER:

**Answered By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
ENGINEER

**Signed By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

## **American Rescue Plan Act (ARPA) Contract Addendum**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's authorized official

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)

PART 5



SPECIFICATIONS



## **Technical Specifications**

### **Lakewood Road West of Kirk Stormwater Improvements**

**Village of Palm Springs**

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## **SECTION 01000**

### **SPECIAL PROVISIONS**

#### **1.01 NOTICES**

- A. In conformance with the requirements of the General Conditions all notices or other documents or papers required to be delivered by the Contractor to the Owner.

#### **1.02 COORDINATION OF DRAWINGS, SPECIFICATIONS AND SPECIAL PROVISIONS**

- A. In case of discrepancy, computed dimensions shall govern over scaled dimensions; supplemental specifications shall govern over Standard Specifications; and Special Conditions shall govern over Drawings, Supplemental and Standard Specifications.

#### **1.03 LAYING OUT THE WORK**

- A. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades. All layout work shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida.
- B. The Contractor shall provide all labor, instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any field modification the Owner or Engineer may decide necessary.
- C. No separate cost item is provided for laying out the work, the cost of which is considered incidental to the work and shall be included in the unit prices for items in the Proposal.
- D. The Contractor shall safeguard all existing and known Property corners, monuments and marks adjacent to but not related to the work and shall bear the cost of re-establishing them if disturbed or destroyed. He shall also safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of re-establishing them if disturbed and bear the cost of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.

#### **1.04 PERMITS AND LICENSES**

- A. Before starting work, the Contractor shall obtain and pay for all required licenses and permits.

#### **1.05 CONTRACTOR'S OFFICE**

- A. The Contractor shall maintain an offsite office with telephone facilities where he or a responsible representative of his organization may be reached at any time while work is in progress.



1.06 USE OF EXPLOSIVES

- A. No blasting shall be performed.

1.07 USE OF PUBLIC STREETS

- A. The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall be removed immediately by the Contractor and the streets cleaned to the satisfaction of the Owner.

1.08 CARE OF TREES, SHRUBS AND GRASS

- A. The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs. Where maintained shrubbery, grass strips or area must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work, replace or restore to the original condition all destroyed or damaged shrubbery or grass areas. Tree limbs which interfere with equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with a tree paint.

1.09 OBSTRUCTIONS

- A. All water pipes, storm drains, force mains, gas or other piping, telephone or power cables or conduits, and all other obstructions, whether or not shown, shall be temporarily removed from or supported across pipeline excavations. Before disconnecting any pipes or cables, the Contractor shall obtain permission from the owner, or shall make suitable arrangements for their disconnection by the owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, power and telephone installations along route of new pipelines or in vicinity of the work are shown, but must be verified in the field by the Contractor. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand, to verify location and depth of cover. Any discrepancies or differences found shall be brought to the attention of the Owner in order that necessary changes may be made. These conditions are supplemental to general requirements elsewhere in these specifications. Where fences, walls or other man-made obstructions exist illegally in the public right-of-way, the Owner will have them removed upon adequate prior notice by the Contractor.

1.10 DAMAGE TO EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall be responsible for and make good all damage to pavement beyond the limits of this Contract, to buildings, telephone or other cables, water pipes, sanitary pipes, or other structures which may be encountered, whether or not shown on the Drawings. Pavement restorations shall follow Village standards.
- B. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be this Contractor's responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies, by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

1.11 NOTIFICATION TO UTILITY COMPANIES

- A. The excavators shall comply with Florida Statute 553.851 regarding notification of existing gas and oil pipeline company owners and shall also notify "SUNSHINE STATE" at 1 (800) 432-4770 at least 48-hours prior to excavating. Evidence of such notice shall be furnished to the Village/Owner prior to excavating.

1.12 TESTS

- A. The Contractor will pay for all required tests, including those proving satisfactory operation of equipment, pressure/leakage tests and disinfection. Materials tests will be compaction and soil density tests, limerock quality tests, welding tests, concrete quality tests (cylinder breaks). Water required for pressure/leakage tests shall be furnished by the Contractor. Contractor to submit testing agency to the Village for pre-approval.

1.13 RECORD DRAWINGS

- A. During the entire construction operation, the Contractor shall maintain records of all deviations from the Drawings and Specifications and shall prepare there from "record" drawings showing correctly and accurately the locations of all improvements to reflect the work as it was actually constructed. Final acceptance of the project will be withheld until delivery of the set of "record" drawings is made to the Owner.

1.14 SUBSURFACE INVESTIGATION

- A. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata or ground water table conditions will not be allowed.

1.15 SUSPENSION OF WORK

- A. Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction because of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine to compensate for time lost by such delay, with such determination to be set forth in writing.

1.16 PAYMENT FOR UTILITIES

- A. The Contractor shall obtain the necessary utility service by making application for the service and paying such fees and charges required by the utility companies, including construction water meters, if required.

1.17 MAINTENANCE OF TRAFFIC

- A. General:
  - 1. The Contractor shall be responsible for the proper maintenance control and detour of traffic

in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation or the Village.

2. Traffic shall be maintained at all times where practical and as more particularly specified hereinafter. No traffic shall be detoured without prior knowledge and approval of the respective traffic control agency having jurisdiction. The Contractor shall notify such agencies 48-hours in advance of such time he proposes to detour traffic.
3. The Contractor shall keep all law enforcement, fire protection and ambulance agencies informed, in advance, of his construction schedules, and shall notify all such agencies, 48-hours in advance, in the event of detour of any roadway.
4. All traffic control signs and devices, barricades, flashers, flambeaus and similar devices shall be furnished and maintained by the Contractor.
5. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times.
6. The work shall be conducted in a manner to cause the least possible interruption to traffic. Where traffic must cross excavations, the Contractor shall provide suitable bridges at street intersections and driveways.

B. Traffic Lanes:

1. At least one lane of traffic shall be maintained at all times; coordination is required with the Village and all applicable governmental agencies, within their respective area of jurisdiction.
2. In the event the Contractor must detour or close off residential street traffic, he shall submit a plan (or field sketch) for approval depicting a method of providing one way operation or run-around detour route to the respective traffic agency having jurisdiction a minimum of five days prior to any street closing.

1.18 BARRICADES AND PROTECTION OF WORK

- A. The Contractor shall protect his work throughout its length by the erection of suitable barricades and handrails, where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across through-fares. Wherever it is necessary to cross a public walk, he shall provide suitable safe walkways with handrailings. He shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants and letter boxes shall be kept accessible at all times.
- B. No trenches or holes near walkways, in roadways or road shoulders are to be left open during night hours without the permission of the Village.

END OF SECTION

## **SECTION 01010**

### **SUMMARY OF WORK**

#### **PART 1 GENERAL**

##### **1.01 LOCATION OF WORK**

- A. Work is located in the Village of Palm Springs in the vicinity of Lakewood Road, Patio Court, Almar Road and N Price Street, as defined in the plans.
- B. DRMP, Inc. 6853 SW 18<sup>th</sup> Street, Boca Raton, FL 33433, will render certain technical services during construction. Such services shall be considered as advisory to the Owner and shall not be construed as expressing or implying a contractual act of the Owner without affirmations by Owner or his duly authorized representative.

##### **1.02 WORK TO BE PERFORMED**

- A. The Work to be performed under this Contract shall consist of providing labor, equipment, materials for Lakewood Rd West of Kirk Stormwater Improvements.
- B. In strict accordance with the Contract Documents.
- C. Wherever the Contract Documents address a third party, i.e., Consultant, subcontractor, manufacturer, vendor, etc., it is to be considered as the Contractor through the third party.
- D. Wherever a reference to number of days is noted, it shall mean calendar days.
- E. Contractor shall completely prepare site for construction activities, including clearing, grubbing, milling and removal of existing pavement, and furnish labor and materials and perform work for the Lakewood Rd West of Kirk Stormwater Improvements as required by drawings and specifications.

##### **1.03 GENERAL DESCRIPTION OF CONTRACT**

- A. Roadway Improvements (Includes but is not limited to):
  - 1. Removal of existing drainage structures and pipes within the limits shown in the contract plans including plugging and filling drainage pipes.
  - 2. Installation of new drainage structures and pipes as shown in the contract plans.
  - 3. Install curb as shown in the contract plans.
  - 4. Reconstruct sidewalks & driveways as shown in the contract plans.
  - 5. Install signing and pavement markings as shown in the contract plans.

##### **1.04 SEQUENCE OF CONSTRUCTION**

- A. Following receipt of Notice to Proceed with the Work, the Contractor shall notify the Engineer and the Owner at least 5-days before he is ready to start work to allow the Owner time to make arrangements for inspection of the Work.
- B. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to residents.

- C. Submit a sequence of demolition schedule for the entire project.
- D. The Contractor shall note that some areas of the Work require excavation and perhaps dewatering, which may require sheeting, trench bracing and by-pass pumping. Dewatering must be contained where possible. No dewatering into Village storm drains is allowed without prior approval.
- E. The Contractor shall be responsible for adhering to all permit requirements.

#### 1.05 DEMOLITION AND SALVAGE OF EXISTING FACILITIES

- A. The Owner does not wish to salvage the equipment or materials from the site. Contractor shall be responsible to dispose of all.

#### 1.06 DEBRIS DISPOSAL

- A. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the Work described shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs associated with disposal of these items.

#### 1.07 CONTRACTOR USE OF PROJECT SITE

- A. The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Owner. The Contractor shall hold and save the Owner, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Owner and shall be built with labor and materials furnished by the Contractor without expense to the Owner. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- C. The Contractor shall, under regulations prescribed by the Owner, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Owner. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- D. Working space and space available for storing materials shall be as determined by the Resident Engineer. Use of private property for storing materials will require written permission by owner of such property.
- E. Execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads in service clear of construction materials, debris, standing construction equipment and vehicles at all times.

#### 1.08 OWNER USE OF THE PROJECT SITE

- A. The Owner does plan to utilize the site during construction operations.

1.09 COORDINATION WITH OTHER CONTRACTS – Not Used

1.10 PARTIAL UTILIZATION OF THE WORK BY THE OWNER – Not Used

1.11 PERMITS

- A. It shall be the Contractor's responsibility to secure all permits required to complete the work under this contract.
- B. No separate or direct payment will be made to the Contractor for permits and inspection requirements, but all such costs shall be included in the bid proposal. The Owner will furnish signed and sealed sets of Contract Documents for permit use as required.

1.13 FIELD ENGINEERING – Not Used

1.14 DIMENSIONS AND LOCATIONS OF EXISTING STRUCTURES, PIPING AND UTILITIES

- A. Where the dimensions and locations of existing canal structures, piping, and utilities are of critical importance in the demolition, the Contractor shall verify such dimensions and locations in the field before excavation and removals.

1.15 COORDINATION WITH UTILITIES

- A. Coordinate all work with local Utility Companies. Utilities Services and maintain existing utility services for at all times. Provide temporary facilities, labor, materials, equipment, connections, and utilities to assure uninterrupted services. Where necessary to cut existing water, steam, gases, sewer or air pipes, or conduits, wires, cables, etc. of utility services or of fire protection systems and communications systems (including telephone), they shall be cut and capped at suitable places where shown; or, in absence of such indication, where directed by Resident Engineer.
- B. No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of Resident Engineer. Electrical work shall be accomplished with all affected circuits or equipment deenergized. When an electrical outage cannot be accomplished, work on any energized circuits or equipment shall not commence without the Owner's prior knowledge and written approval.
- C. Contractor shall submit a request to interrupt any such services to Resident Engineer, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
- D. Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be performed as directed by the Resident Engineer.
- E. In case of a contract construction emergency, service will be interrupted on approval of Resident Engineer. Such approval will be confirmed in writing as soon as practical.
- F. Whenever it is required that a connection fee be paid to a public utility provider for new permanent service to the construction project, for such items as water, sewer, electricity, gas



or steam, payment of such fee shall be the responsibility of the Owner and not the Contractor.

- G. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be abandoned but are not required to be entirely removed, shall be sealed, capped or plugged.
- H. To minimize interference of construction activities with the general public, comply with the following:
  - 1. Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of construction materials, debris and standing construction equipment and vehicles. Wherever excavation for new utility lines cross existing roads, at least one lane must be open to traffic at all times.
  - 2. Method and scheduling of required cutting, altering and removal of existing roads, walks and entrances must be approved by the Resident Engineer.
- I. Coordinate the work for this contract with other construction operations as directed by Resident Engineer. This includes the scheduling of traffic and the use of roadways as approved by Resident Engineer,

#### 1.16 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. Unless otherwise noted in the plans, Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Resident Engineer.
- B. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary work performed and charge the cost to the Contractor.

#### 1.17 PROFESSIONAL SURVEYING SERVICES

- A. A registered professional land surveyor or registered civil engineer whose services are retained and paid for by the Contractor shall perform services specified herein and in other specification sections. The Contractor shall certify that the land surveyor or civil engineer is not one who is a regular employee of the Contractor, and that the land surveyor or civil engineer has no financial interest in this contract.
- B. The Contractor shall lay out the work from established base lines and bench marks, indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The

Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Resident Engineer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Resident Engineer until authorized to remove them. If such marks are destroyed by the Contractor or through Contractor's negligence before their removal is authorized, the Resident Engineer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

- C. Establish and plainly mark center lines and grades that are reasonably necessary to properly assure that location, orientation, and elevations established for relevant items in accordance with lines and elevations shown on contract drawings.
- D. Following completion of general mass excavation and before any other permanent work is performed, establish and plainly mark (through use of appropriate batter boards or other means) sufficient additional survey control points or system of points as may be necessary to assure proper alignment, orientation, and grade of all major features of work. Survey shall include, but not be limited to, location of lines and grades of footings, center lines of columns in both directions, major utilities and elevations of finished grades.
- E. Such additional survey control points or system of points thus established shall be checked and certified by a registered land surveyor or registered civil engineer. Furnish such certification to the Resident Engineer before any work is placed.
- F. During progress of work, and particularly as work progresses from segment to segment, Contractor shall have line and grades of all major form work checked and certified by a registered land surveyor or registered civil engineer as meeting requirements of contract drawings. Furnish such certification to the Resident Engineer before including:
  - 1. Lines and elevations of roads (edges of pavement), adjusted manhole elevations, driveways and parking lots.
- G. Whenever changes from contract drawings are made in line or grading requiring certificates, record such changes on a reproducible drawing bearing the registered land surveyor or registered civil engineer seal, and forward these drawings upon completion of work to Resident Engineer.
- H. Upon completion of the work, the Contractor shall furnish the Resident Engineer, reproducible drawings at the scale of the contract drawings, showing the finished grade on the grid developed for constructing the work, including burial monuments and fifty foot stationing along new road centerlines. These drawings shall bear the seal of the registered land surveyor or registered civil engineer.
- I. The Contractor shall perform the surveying and layout work of this and other articles and specifications in accordance with the provisions of Article "Professional Surveying Services".

#### 1.18 AS-BUILT DRAWINGS

- A. The contractor shall maintain two full size sets of as-built drawings which will be kept current during construction of the project, to include all contract changes, modifications and clarifications.
- B. All variations shall be shown in the same general detail as used in the contract drawings. To insure compliance, as-built drawings shall be made available for the Resident Engineer's review, as often as requested.

- C. Contractor shall deliver two approved completed sets of as-built drawings to the Resident Engineer within 15 calendar days after each completed phase and after the acceptance of the project by the Resident Engineer.
- D. Paragraphs A, B, & C shall also apply to all shop drawings.

1.19 USE OF ROADWAYS

- A. For hauling, use only established public roads and, when authorized by the Resident Engineer.
- B. When new permanent roads are to be a part of this contract, Contractor may construct them immediately for use to facilitate construction operations.

1.20 TESTS - Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Contractor shall receive and accept the compensation provided in the Proposal and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Owner.
- B. The prices stated in the Proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Contract Drawings and specified herein. The basis of payment for an item in the amount shown in the Proposal shall be in accordance with the description of that item provided in this Section.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, the Contractor shall include the cost for that work in another applicable bid item, in order that the Proposal for the project reflects the total price to be paid by the Owner for completing the Work in its entirety or should have been addressed in the pre-bid questions prior to bidding.
- D. Changes in the Contract Price and Contract Time require prior authorization in writing from the Owner and the Engineer, in the form of a Change Order or Work Change Directive. The Contractor is responsible for verification of all bid quantities and to report to the Engineer any discrepancies found prior to ordering materials and/or equipment for construction. Refer to General Conditions.
- E. Bid prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Form (under any related pay item), to reflect the total price for completing the project in its entirety, as specified in the Project Document and Construction Drawings.

##### 1.02 MEASUREMENT

- A. Measurement for Payment for this Project will be based upon completion of the Work in accordance with drawings and specifications for each of the items. Field measurements will be made in order to determine the percent complete of work components when listed on the approved Schedule of Values. Measurements will be made using linear, area, weight, or volumetric units, or by units quantity counts, as listed on the Bid Proposal Form for unit quantity items; and at the Engineer's sole discretion for lump sum items.
- B. Take all measurements and compute quantities. The Engineer will verify measurements and quantities.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.

- D. Measurement Devices:
  - 1. Weigh Scales: Inspected, tested and certified by the applicable State Weights and Measures Department within the past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - 3. Metering Devices: Inspected, tested and certified by the applicable State Department within the past year.
- E. Measurement by Weight: Measured in pounds to the nearest tenth of a pound, calculate tonnage as necessary.
- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness, in feet and hundredths of a foot.
- G. Measurement by Area: Measured by square dimension using mean length and width or radius, in feet and hundredths of a foot.
- H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord, in feet and hundredths of a foot.
- I. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.03 PAYMENT ITEMS

- A. Basis of Payment for Lump Sum Items:

Payment for lump sum pay items of this Project will be made at the lump sum price named in the Contract. The price shall constitute full compensation for each item, including all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit as required to complete the item as indicated in the Contract Drawings and Specifications.
- B. Basis of Payment for Unit Price Items:
  - 1. Quantities indicated in the Bid Proposal Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer determine payment.
  - 2. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted.
  - 3. If the actual Work requires a fifty percent (50%) or greater change in quantity than those quantities indicated, the Owner or Contractor may claim for a Contract Price adjustment for that item.
- C. Schedule of Values:
  - 1. Submit a printed schedule on or on Contractor's standard form in electronic media printout for review and approval by the Engineer per Section 00410, Bid Form. List payment items sequentially in the same order as they appear in the Bid Proposal Form.
  - 2. Schedule of Values requires that it be approved prior to the first Payment Requisition.
  - 3. Lump sum items to have adequate breakdown of components to facilitate evaluating completeness for payment. Breakdown components shall appear directly under the payment item heading to which they apply.
  - 4. Revise schedule to list approved Change Orders, with each Application for Payment.

- D. Progress Payments:
1. Progress payments will be made for completed work components listed separately in the approved Schedule of Values. Payments for work in progress shall not constitute acceptance of the work component, the work item, or the Bid Item.
  2. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for the item. Final payment for unit price Work will be accomplished by a reconciliation Change Order to adjust quantities, to be prepared at the end of the Project.
  3. No payment, partial or complete, will be made for defective or rejected Work.
- E. No Separate Payment Allowed:
- No separate payment will be made for additional labor and materials required for accomplishing the Project in its entirety. All labor, materials and incidental costs shall be included for payment as part of the Proposal and the Contract, under the several scheduled items of the Project.

#### 1.04 DEFECTIVE WORK

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer or of the Owner, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:
1. The defective Work may remain, but the unit or lump sum price for the item will be adjusted to a new price. The adjustment will be performed at the sole discretion of the Owner. The determination for the adjustment will be done by the Engineer, whose determination will be final.
  2. The defective Work will be partially repaired to the instructions of the Engineer, and the unit or lump sum price will be adjusted to a new price at the sole discretion of the Owner. The determination for the adjustment will be done by the Engineer, whose determination will be final.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of the Engineer to assess the defect and identify payment adjustment is final.
- E. Payment will not be made for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
  2. Products determined as unacceptable before or after placement.
  3. Products damaged in transit, during handling, due to improper storage.
  4. Products not completely unloaded from the transporting vehicle.
  5. Products placed beyond the lines and levels of the required Work.
  6. Products remaining on hand after completion of the Work.
  7. Removing, demolishing and disposing of rejected Work.
  8. Loading, hauling, and disposing of rejected Products.

PART 2 – PRODUCTS            Not Used.

PART 3 – EXECUTION        Not Used.

END OF SECTION

## **SECTION 01090**

### **REFERENCES**

#### **PART 1 - GENERAL**

##### **1.01 GENERAL**

- A. **Applicable Publications:** Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any portion of, or omission from, said standards or requirements.
- B. **Specialists, Assignments:** In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These assignments shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as “expert” for the indicated construction processes or operations. The final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

##### **1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References herein to “Building Code” or FBC shall mean the Florida Building Code. The latest edition of the code as approved and used at the local agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflicts between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarifications and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.
- D. **Applicable Standard Specifications:** The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portion of those referenced codes, standards, and specifications listed herein; except, that wherever references to “Standard Specifications” are made, the provisions therein for measurement and payment shall not apply.
- E. References herein to “OSHA Regulations for Construction” shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.



- F. References herein to “OSHA Standards” shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments hereto.

#### 1.03 TRADE NAMES AND ALTERNATIVES

- A. For convenience in designation in the Contract Documents, materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of alternative material which is equal in quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:
1. The burden of proof as to the quality and suitability of such alternative equipment, products, or other materials shall be upon the Contractor.
  2. The Engineer will be the sole judge as to the comparative quality and suitability of such alternative equipment, products, or other materials and its decisions shall be final.
- B. Whenever in the Contract Documents the name and address of the manufacturer or distributor is given for a product or other material, or if any other source of a product or material is indicated therefore, such information is given for the convenience of the Contractor only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the Contractor to determine the accurate identity and location of any such manufacturer, distributor, or other source of any product or material called for in the Contract Document.
- C. The Contractor may offer any material, process, or equipment which it considers equivalent to that indicated. Unless otherwise authorized in writing by the Engineer, the substantiation of offers of equivalency must be submitted within 60 days after execution of the Agreement. The Contractor, at its sole expense, shall furnish data concerning items it has offered as equivalent to those specified. The Contractor shall have the material as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the items will fulfill its intended function. Installation and use of a substitute item shall not be made until accepted by the Engineer. If a substitute offered by the Contractor is found not equal to the specified material, the Contractor shall furnish and install the specified material.
- D. The Contractor’s attention is further directed to the requirement that failure to submit data substantiating a request for the substitution of an “or equal” item within said 60-day period after the execution of the Agreement, shall be deemed to mean that the Contractor intends to furnish one of the specific brand-named products named in the specification, and the Contractor does hereby waive all rights to offer or use substitute products in each such case. Wherever a proposed substitute product has not been submitted within said 60-day period, or wherever the submission of a proposed substitute product fails to meet the requirements of the specifications and an acceptable resubmittal is not received by the Engineer within said 60-day period, the Contractor shall furnish only one of the products originally-named in the Contract Document.

#### 1.04 ABBREVIATION

- A. Wherever in these specifications references are made to standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronyms or abbreviation only. As a guide to the user of these specifications, the following acronyms and abbreviations which may appear in these specifications shall have the meanings indicated herein.

## 1.05 ABBREVIATIONS AND ACRONYMS

|        |                                                                               |
|--------|-------------------------------------------------------------------------------|
| AAMA   | Architectural Aluminum Manufacturer's Association                             |
| AAR    | Association of American Railroads                                             |
| AASHTO | American Association of the State Highway and Transportation Officials        |
| AATCC  | American Association of Textile Chemists and Colorists                        |
| ACI    | American Concrete Institute                                                   |
| ACPA   | American Concrete Pipe Association                                            |
| ACPPA  | American Concrete Pressure Pipe Association                                   |
| AGA    | American Gas Association                                                      |
| AGC    | American General Contractors                                                  |
| AGMA   | American Gear Manufacturer's Association                                      |
| AHAM   | Association of Home Appliance Manufacturers                                   |
| AI     | The Asphalt Institute                                                         |
| AIA    | American Institute of Architects                                              |
| AISC   | American Iron and Steel Institute                                             |
| AITC   | American Institute of Timber Construction                                     |
| AMCA   | Air Movement and Control Association                                          |
| ANS    | American Nuclear Society                                                      |
| ANSI   | American National Standards Institute, Inc.                                   |
| APA    | American Plywood Association                                                  |
| API    | American Petroleum Institute                                                  |
| APWA   | American Public Works Association                                             |
| AREA   | American Railway Engineering Association                                      |
| ASA    | Acoustical Society of America                                                 |
| ASAE   | American Society of Agricultural Engineers                                    |
| ASCE   | American Society of Civil Engineers                                           |
| ASHRAE | American Society of Heating, Refrigerating, and Air-Conditioning Engineers    |
| ASLE   | American Society of Lubricating Engineers                                     |
| ASME   | American Society of Mechanical Engineers                                      |
| ASPE   | American Society of Plumbing Engineers                                        |
| ASQC   | American Society for Quality Control                                          |
| ASSE   | American Society of Sanitary Engineers                                        |
| ASTM   | American Society for Testing and Materials                                    |
| AWPA   | American Wood Preserves Association                                           |
| AWPI   | American Wood Preserves Institute                                             |
| AWS    | American Welding Society                                                      |
| AWWA   | American Water Works Association                                              |
| BBC    | Basic Building Code, Building Officials and Code Administrators International |
| BHMA   | Builders Hardware Manufacturers Association                                   |
| CBM    | Certified Ballast Manufacturers                                               |
| CEMA   | Conveyors Equipment Manufacturers Association                                 |
| CGA    | Compressed Gas Association                                                    |
| CMA    | Concrete Masonry Association                                                  |
| CRSI   | Concrete Reinforcing Steel Institute                                          |
| CSI    | Construction Specifications Institute                                         |
| DCDMA  | Diamond Core Drill Manufacturers Association                                  |
| DIPRA  | Ductile Iron Pipe Research Association                                        |
| EIA    | Electronic Industries Association                                             |
| ETL    | Electrical Test Laboratories                                                  |
| FBC    | Florida Building Code Congress                                                |
| HI     | Hydraulic Institute                                                           |
| ICBO   | International Conference of Building Officials                                |

|         |                                                                   |
|---------|-------------------------------------------------------------------|
| IEEE    | Institute of Electrical and Electronic Engineers                  |
| IES     | Illuminating Engineering Society                                  |
| IME     | Institute of Makers of Explosives                                 |
| IP      | Institute of Petroleum (London)                                   |
| IPC     | Institute of Printed Circuits                                     |
| IPCEA   | Insulated Power Cable Engineers Association                       |
| ISA     | Instrument Society of America                                     |
| ISO     | International Organization for Standardization                    |
| ITE     | Institute of Traffic Engineers                                    |
| MBMA    | Metal Building Manufacturers Association                          |
| MPTA    | Mechanical Power Transmission Association                         |
| MTI     | Marine Testing Institute                                          |
| NAAM    | National Association of Architectural Metal Manufacturers         |
| NACE    | National Association of Corrosion Engineers                       |
| NBS     | National Bureau of Standards                                      |
| NEC     | National Electric Code                                            |
| NEMA    | National Electrical Manufacturers Association                     |
| NFPA    | National Fire Protection Association                              |
| NGLI    | National Grease Lubricating Institute                             |
| NMA     | National Microfilm Association                                    |
| NRCA    | National Roofing Contractors Association                          |
| NWMA    | National Woodwork Manufacturers Association                       |
| NWWA    | National Water Well Association                                   |
| OSHA    | Occupational Safety and Health Administration                     |
| PCA     | Portland Cement Association                                       |
| PDI     | Portland and Drainage Institute                                   |
| RIS     | Redwood Inspection Service                                        |
| RVIA    | Recreational Vehicle Industry Association                         |
| RWMA    | Resistance Welder Manufacturers Association                       |
| SAE     | Society of Automotive Engineers                                   |
| SAMA    | Scientific Apparatus Makers Association                           |
| SIS     | Swedish Standards Association                                     |
| SJI     | Steel Joint Institute                                             |
| SMA     | Screen manufacturers Association                                  |
| SMACCNA | Sheet Metal and Air Conditioning Contractors National Association |
| SPR     | Simplified Practice Recommendation                                |
| SSBC    | Southern Standard Building Code, Southern Building Code Congress  |
| SSPC    | Steel Structures Painting Council                                 |
| SSPWC   | Standard Specifications of Public Works Construction              |
| TAPPI   | Technical Association of the Pulp and Paper Industry              |
| TFI     | The Fertilizer Institute                                          |
| UBC     | Uniform Building Code                                             |
| UL      | Underwriters Laboratories, Inc.                                   |
| WCLIB   | West Coast Lumber Inspection Bureau                               |
| WCRSI   | Western Concrete Reinforcing Steel Institute                      |
| WIC     | Woodwork Institute of California                                  |
| WPCF    | Water Pollution Control Federation                                |
| WRI     | Wire Reinforcement Institute, Inc.                                |
| WWPA    | Western Wood Products Association                                 |

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

## SECTION 01152

### APPLICATIONS FOR PAYMENT

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the Owner in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.

##### 1.02 RELATED REQUIREMENTS

- A. Agreement between Owner and Contractor consisting of an approved payment schedule by the Owner.
- B. Conditions of the Contract: Progress Payments, Retainages, Final Payment and Record Documents.

##### 1.03 FORMAT AND DATA REQUIRED

- A. Submit applications types on forms approved by the Owner, Application for Payment, with itemized data typed on 8 ½-inch x 14-inch white paper and continuation sheets.

##### 1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
  - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  - 3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:
  - 1. Fill in total list of scheduled component items of work, with item number and scheduled dollar value for each item.
  - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
    - a. Round off values to nearest dollar, or as specified.
  - 3. List each Change Order Number, and description, as for an original component item or work.
    - a. List by Change Order Number, and description, as for an original component item or work.

#### 1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer substantiating data, Contractor shall submit suitable information, with cover letter identifying:
  - 1. Project
  - 2. PO No.
  - 3. Task Order No.
  - 4. Application number and date
  - 5. Detailed list of enclosures
  - 6. For stored products:
    - a. Item number and identification as shown on application.
    - b. Description of specific material.
    - c. Proof of items securely stored either in it's own warehouse or a bonded location.
- B. Submit one copy of data cover letter for each copy of application.
- C. As a prerequisite for payment, Contractor is to submit a "Surety Acknowledgment of Payment Request" letter showing amount of progress payment which the Contractor is requesting.
- D. The Contractor shall maintain an updated set of Drawings to be used as a Record Drawings in accordance with Section 00801. As a prerequisite for monthly progress payments, the Contractor shall exhibit the updated Record Drawings for review by the Engineer.

#### 1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 – Contract Closeout.

#### 1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the times stipulated in the Agreement.
- B. Provide legible PDF copies, minimum 300 dpi.
- C. When the Engineer and Owner find Application properly completed and correct, Owner will process the Application in accordance with the Agreement (Document 00500).

PART 2 – PRODUCTS (NOT USED).

PART 3 – EXECUTION (NOT USED).

END OF SECTION

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **PART 1 – GENERAL**

##### **1.01 REQUIREMENTS INCLUDED**

- A. The Engineer shall schedule and administer preconstruction meetings, periodic progress meetings, and specially called meetings throughout the progress of work. The Engineer shall:
  - 1. Prepare agenda for meetings.
  - 2. Make physical arrangements for meetings.
  - 3. Preside at meetings.
  - 4. Record the minutes; include significant proceedings and decisions.
  - 5. Reproduce and distribute copies of minutes within five working days after each meeting.
    - a. To participants in the meeting.
    - b. To parties affected by decisions made at the meeting.
- B. Representatives of Contractors, subcontractors and lab attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Contractor shall attend meetings to ascertain that work is executed consistent with Contract Documents and construction schedules.

##### **1.02 RELATED REQUIREMENTS**

- A. Document 00100: Instructions to Bidders.
- B. Section 01310: Construction Schedules.
- C. Section 01010: Summary of Work.

##### **1.03 PRECONSTRUCTION MEETING**

- A. Schedule a preconstruction meeting as soon as practical after the agreement has been signed by all parties and the Contractor has provided all required bonds and insurance documents.
- B. Location: A central site, convenient for all parties designated by the Owner.
- C. Attendance:
  - 1. Owner's Representative
  - 2. Engineering Consultant
  - 3. Resident Project Representative
  - 4. Contractor's Superintendent
  - 5. Major Subcontractors
  - 6. Utilities (as required)
- D. Suggested Agenda:
  - 1. Distribution and discussion of:
    - a. List of major subcontractors.
    - b. Projected Construction Schedule.
  - 2. Critical work sequencing/critical path scheduling.

3. Project Coordination.
  - a. Designation of responsible personnel.
4. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. Change Orders.
  - e. Applications for Payments
5. Adequacy of Distribution of Contract Documents.
6. Procedures for maintaining Record Documents.
7. Use of Premises:
  - a. Work and Storage Areas.
  - b. Owner's Requirements.
8. Construction facilities, controls and construction aids.
9. Temporary Utilities.

#### 1.04 PROGRESS MEETINGS

- A. Schedule regular periodic meetings. The progress meetings will be held as required by progress of the work.
- B. Hold called meetings as required by progress of the work.
- C. Location of the meetings: To be determined by the Owner.
- D. Suggested Agenda:
  1. Review, approval of minutes of previous meeting.
  2. Review of work progress since previous meeting.
  3. Field observations, problems, conflicts.
  4. Problems which impede Schedule.
  5. Corrective measures and procedures to regain projected schedule.
  6. Revisions to Schedule.
  7. Progress, schedule, during succeeding work period.
  8. Coordination of schedules.
  9. Pending changes and substitutions.
  10. Review proposed changes for:
    - a. Effect on Schedule and on a completion date.
    - b. Effect on other contracts of the Project.
  11. Other business.
  12. Construction schedule.
  13. Critical/long lead items.
  14. Submittal logs.
  15. Change Order logs.
- E. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of work, etc.
- F. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section 01340.



PART 2 – PRODUCTS (NOT USED).

PART 3 – EXECUTION (NOT USED).

END OF SECTION

## SECTION 01310

### CONSTRUCTION SCHEDULES

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Promptly after Award of the Contract and within ten days after the effective date of the Agreement, prepare and submit to the Engineer estimated construction progress schedules for the work, with subschedules of related activities which are essential to its progress.
- B. Submit revised progress schedules on a monthly basis.
- C. No partial payments shall be approved by the Engineer until there is an approved construction progress schedule on hand.
- D. The Contractor shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor's schedule.

##### 1.02 RELATED REQUIREMENTS

- A. Document 00801: Special Terms and Conditions
- B. Section 01010: Summary of Work
- C. Section 01200: Project Meetings

##### 1.03 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart. (Gantt Chart)
  - 1. Provide separate horizontal bar for each trade or operation within each structure or item.
  - 2. Horizontal time scale: In weeks from start of construction and identify the first work day of each month.
  - 3. Scale and spacing: To allow space for notations and future revisions.
  - 4. Minimum sheet size: 11-inches x 17-inches.
  - 5. Schedule to be Microsoft Project format (.mpp), with copies provided to Owner as requested.
- B. Format of listings: The chronological order of the start of each item of work for each structure.
- C. Identification of listings: By major specification section numbers as applicable and structure.

##### 1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
  - 1. Show the complete sequence of construction by activity.
  - 2. Show the dates for the beginning of, and completion of, each major element of construction in no more that a two week increment scale. Specifically list, but not limited to:
    - a. Mobilization
    - b. Site work
    - c. Conduit Installation
    - d. Roadway resurfacing and reconstruction
    - e. Curb, curb & gutter, turnouts and sidewalk ramps

- f. Signing & pavement marking
  - g. Sodding / Hardscaping
  - h. Clean-up and disposal
  - i. Final Site Inspection
- 3. Show projected percentage of completion for each item, as of the first of each month.
- 4. Show projected dollar cash flow requirements for each month of construction.
- B. Submittals Schedule for Shop Drawings, and Samples in accordance with Section 01340. Show:
  - 1. The dates for Contractor's submittals.
  - 2. The dates submittals will be required for owner furnished products, if applicable.
  - 3. The dates approved submittals will be required from the Engineer.

#### 1.05 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
  - 1. Major changes in scope.
  - 2. Activities modified since previous submission.
  - 3. Revised projections of progress and completion.
  - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
  - 1. Problem areas, anticipated delays, and the impact on the schedule.
  - 2. Corrective actions recommended, and its effect.
  - 3. The effect of changes on schedules of other Prime Contractors.

#### 1.06 SUBMISSIONS

- A. Submit initial schedules to the Engineer within 10 days after the effective date of the Agreement.
  - 1. The Engineer will review schedules and return review copy within 21 days after receipt.
  - 2. If required, resubmit within 7 days after return of review copy.
- B. Provide PDF copies of schedules. Provide Microsoft Project format (.mpp) as requested.

#### 1.07 DISTRIBUTION

- A. Distribute copies of reviewed schedules to:
  - 1. Engineer (Two Copies)
  - 2. Job Site File
  - 3. Subcontractors
  - 4. Other Concerned Parties
  - 5. Owner (Two Copies)
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedule.

PART 2 – PRODUCTS (NOT USED)  
 PART 3 – EXECUTION (NOT USED)

END OF SECTION

**SECTION 01340**  
**SAMPLES AND SHOP DRAWINGS**

**PART 1 – GENERAL**

- 1.01 Refer to Articles titled SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION and, special notes in GENERAL CONDITIONS.
- 1.02 The following text refers to all items collectively as SUBMITTALS.
- A. Submit for approval, all of the items specifically mentioned under the separate sections of the specification, with information sufficient to evidence full compliance with contract requirements. Materials, fabricated articles and the like to be installed in permanent work shall equal those of approved submittals. After an item has been approved, no change in brand or make will be permitted unless:
    - 1. Satisfactory written evidence is presented to, and approved by Contracting Officer, that manufacturer cannot make scheduled delivery of approved item or;
    - 2. Item delivered has been rejected and substitution of a suitable item is an urgent necessity or;
    - 3. Other conditions become apparent which indicates approval of such substitute item to be in best interest of the Government.
  - B. Forward submittals in sufficient time to permit proper consideration and approval action by the Village. Time submission to assure adequate lead time for procurement of contract - required items. Delays attributable to untimely and rejected submittals (including any laboratory samples to be tested) will not serve as a basis for extending contract time for completion.
  - C. Submittals will be reviewed for compliance with contract requirements by Architect-Engineer, and action thereon will be taken by Resident Engineer on behalf of the Contracting Officer.
  - D. Upon receipt of submittals, Architect-Engineer will assign a file number thereto. Contractor, in any subsequent correspondence, shall refer to this file and identification number to expedite replies relative to previously approved or disapproved submittals.
  - E. The Village reserves the right to require additional submittals, whether or not particularly mentioned in this contract.
  - F. Schedules called for in specifications and shown on shop drawings shall be submitted for use and information of Engineer. However, the Contractor shall assume responsibility for coordinating and verifying schedules. The Contracting Officer and Architect- Engineer assumes no responsibility for checking schedules or layout drawings for exact sizes, exact numbers and detailed positioning of items.
  - G. Submittals must be submitted by Contractor only. Owner assumes no responsibility for checking quantities or exact numbers included in such submittals.

- H. Submittals will receive consideration only when covered by a transmittal letter signed by Contractor. Transmittal Letter shall be sent with each submittal and shall contain the list of items, name of Contractor, contract number, applicable specification paragraph numbers, applicable drawing numbers and other information required for exact identification of location for each item being furnished. In addition, catalogs shall be marked to indicate specific items submitted for approval.
- I. In addition to complying with the applicable requirements specified in preceding Article, samples which are required to have Laboratory Tests under the separate sections of the specification shall be tested, at the expense of Contractor, in a commercial laboratory approved by Engineer and Owner.
- J. Laboratory shall furnish Engineer with a certificate stating that it is fully equipped and qualified to perform intended work, is fully acquainted with specification requirements and intended use of materials and is an independent establishment in no way connected with organization of Contractor or with manufacturer or supplier of materials to be tested.
- K. Laboratory test reports shall be sent directly to Resident Engineer for appropriate action.
- L. Laboratory reports shall list contract specification test requirements and a comparative list of the laboratory test results. When tests show that the material meets specification requirements, the laboratory shall so certify on test report. Laboratory test reports shall also include a recommendation for approval or disapproval of tested item.
- M. If submittal samples have been disapproved, resubmit new samples as soon as possible after notification of disapproval. Such new samples shall be marked "Resubmitted Sample" in addition to containing other previously specified information required on label and in transmittal letter.
- N. Approved samples will be kept on file by the Resident Engineer at the site until completion of contract, at which time such samples will be delivered to Contractor as Contractor's property. Where noted in technical sections of specifications, approved samples in good condition may be used in their proper locations in contract work. At completion of contract, samples that are not approved will be returned to Contractor only upon request and at Contractor's expense. Such request should be made prior to completion of the contract. Disapproved samples that are not requested for return by Contractor will be discarded after completion of contract.
- O. Submittal drawings (shop, erection or setting drawings) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check.
- P. At the time of transmittal to the Engineer, the Contractor shall also send a copy of the complete submittal directly to the Resident Engineer.
  - 1. Each drawing shall have marked thereon, proper descriptive title, including location, project number, manufacturer's number, reference to contract drawing number, detail Section Number, and Specification Section Number.

2. A space (4-3/4 by 5 inches) shall be reserved on each drawing to accommodate approval or disapproval stamp.
3. One reproducible print of approved or disapproved shop drawings will be forwarded to Contractor.
4. When work is directly related and involves more than one trade, shop drawings shall be submitted to Engineer under one cover.
5. Samples, shop drawings, test reports, certificates and manufacturers' literature and data, shall be submitted for approval to Engineer.

END OF SECTION

## SECTION 01410

### TESTING AND TESTING LABORATORY SERVICES

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Contractor shall employ and pay for the services of an Independent Testing Laboratory to perform testing as required by the state and local regulations to verify conformity with the Contract Documents.
  - 1. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
  - 2. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

##### 1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public health authorities.
- B. Testing laboratory, sampling and testing is required for, but not limited to soil compaction, concrete materials and other materials.
- C. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
  - 1. American Association of State Highway and Transportation Officials (AASHTO):
    - T27-97 ..... Standard Specification for Sieve Analysis of Fine and Coarse Aggregates
    - T96-94 ..... Standard Specification for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
    - T99-97 ..... Standard Specification for the Moisture-Density Relations of Soils Using a 5.5 lb. rammer and a 12 in. drop
    - T180-97 ..... Standard Specification for Moisture-Density Relations of Soils using a 10 lb. rammer and a 18 in. drop
    - T191-93 ..... Standard Specification for Density of Soil In-Place by the Sand-Cone Method
    - T230-68 ..... Standard Specification for Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
    - T238-97 ..... Standard Specification for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - 2. American Concrete Institute (ACI):
  - 3. American Society for Testing and Materials (ASTM):
    - C31/C31M-98 ..... Standard Practice for Making and Curing Concrete Test Specimens in the Field
    - C33-99 ..... Standard Specification for Concrete Aggregates
    - C39/C39M-99 ..... Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens



|                       |                                                                                                                                                                  |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C109/C109M-99 .....   | Standard Test Method for Compressive Strength of Hydraulic Cement Mortars                                                                                        |
| C138-92 .....         | Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete                                                                           |
| C172-99 .....         | Standard Practice for Sampling Freshly Mixed Concrete                                                                                                            |
| C173-94 .....         | Standard Test Method for Air Content of freshly Mixed Concrete by the Volumetric Method                                                                          |
| C1019-99 .....        | Standard Test Method for Sampling and Testing Grout                                                                                                              |
| C1064/C1064M-99 ..... | Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete                                                                                   |
| C1077-77 .....        | Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation                       |
| D698-91 .....         | Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort                                                                     |
| D1188-96 .....        | Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens                                      |
| D1556-00 .....        | Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method                                                                        |
| D1557-91 .....        | Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort                                                                              |
| D2166-98 .....        | Standard Test Method for Unconfined Compressive Strength of Cohesive Soil                                                                                        |
| D2167-94 .....        | Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method                                                                   |
| D2216-98 .....        | Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass                                                           |
| D2922-96 .....        | Standard Test Methods for Density of soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)                                                         |
| D2974-87 .....        | Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils                                                                      |
| D3666-98 .....        | Standard Specification for Minimum Requirements for Agencies Testing and Inspection Bituminous Paving Materials                                                  |
| D3740-99 .....        | Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction |
| E94-93.....           | Standard Guide for Radiographic Testing                                                                                                                          |
| E142-92.....          | Standard Method for Controlling Quality of Radiographic Testing                                                                                                  |
| E329-00.....          | Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used on Construction                                                   |
| E543-99.....          | Standard Practice for Agencies Performing Non-Destructive Testing                                                                                                |

### 1.03 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
  1. Release, revoke, alter or enlarge on requirements of Contract Documents
  2. Approve or accept any portion of the Work
  3. Perform any duties of the Contractor
  4. Release reports or analysis to other than Owner, Engineer and Contractor.

#### 1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, and provide access to Work and pay for testing.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials requiring testing.
- C. All costs of testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- D. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested
  - 2. To obtain and handle samples at the Project site or at the source of the product to be tested
  - 3. To facilitate inspections and tests
- E. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- F. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience.

#### 1.05 TESTING

- A. The Contractor shall obtain the services of a professional testing laboratory approved by the Owner to perform the required tests. Copies of all reports are to be sent to the Owner and Engineer as soon as possible.
- B. Should the above test results indicate problems, the Engineer may order additional tests at the Contractor's expense, and all reworked areas shall be re-tested at the Contractor's expense.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.01 EARTHWORK:

- A. General: The Testing Laboratory shall provide qualified personnel, materials, equipment, and transportation as required to perform the services identified/required herein, within the agreed to schedule and/or time frame. The work to be performed shall be as identified herein and shall include but not be limited to the following:
  - 1. Observe fill and subgrades during proof-rolling to evaluate suitability of surface material to receive fill or base course. Provide recommendations to the Resident Engineer regarding suitability or unsuitability of areas where proof-rolling was observed. Where unsuitable results are observed, witness excavation of unsuitable material and recommend to Resident Engineer extent of removal and replacement of unsuitable materials and observe proof-rolling of replaced areas until satisfactory results are obtained.

2. Provide full time observation of fill placement and compaction and field density testing in building areas and provide full time observation of fill placement and compaction and field density testing in pavement areas to verify that earthwork compaction obtained is in accordance with contract documents.
3. Provide supervised geotechnical technician to inspect excavation, subsurface preparation, and backfill for structural fill.

B. Testing Compaction:

1. Determine maximum density and optimum moisture content for each type of fill, backfill and subgrade material used, in compliance with AASHTO T180.
2. Make field density tests in accordance with the primary testing method following AASHTO T238 wherever possible. Field density tests utilizing AASHTO T191 shall be utilized on a case by case basis only if there are problems with the validity of the results from the primary method due to specific site field conditions. Should the testing laboratory propose these alternative methods, they should provide satisfactory explanation to the Resident Engineer before the tests are conducted.
  - c. Pavement Subgrade: One test for each 400 square yards, but in no case fewer than two tests.
  - d. Curb, Gutter, and Sidewalk: One test for each 300 feet, but in no case fewer than two tests.
  - e. Trenches: One test at maximum 100 foot intervals per 4 foot of vertical lift and at changes in required density, but in no case fewer than two tests.

D. Testing Materials: Test suitability of on-site and off-site borrow as directed by Resident Engineer.

### 3.02 LANDSCAPING:

- A. Test topsoil for organic materials, pH, phosphate, potash content, and gradation of particles.
  1. Test for organic material by using ASTM D2974.
  2. Determine percent of silt, sand, clay, and foreign materials such as rock, roots, and vegetation.
- B. Submit laboratory test report of topsoil to Resident Engineer.

### 3.03 ASPHALT CONCRETE PAVING:

- A. Aggregate Base Course:
  1. Determine maximum density and optimum moisture content for aggregate base material in accordance with AASHTO T180, Method D.
  2. Make a minimum of three field density tests on each day's final compaction on each aggregate course in accordance with AASHTO T191.
  3. Sample and test aggregate as necessary to insure compliance with specification requirements for gradation, wear, and soundness as specified in the applicable state highway standards and specifications.
- B. Asphalt Concrete:
  1. Aggregate: Sample and test aggregates in stock pile and hot-bins as necessary to insure compliance with specification requirements for gradation (AASHTO T27), wear (AASHTO T96), and soundness (AASHTO T104).
  2. Temperature: Check temperature of each load of asphalt concrete at mixing plant and at site of paving operation.

3. Density: Make a minimum of two field density tests in accordance with ASTM D1188 of asphalt base and surface course for each day's paving operation.

3.04 SITE WORK CONCRETE:

- A. Test site work concrete including materials for concrete as required in Article CONCRETE of this section.

3.05 CONCRETE:

- A. Batch Plant Inspection and Materials Testing:
  1. Perform continuous batch plant inspection until concrete quality is established to satisfaction of Resident Engineer with concurrence of Contracting Officer and perform periodic inspections thereafter as determined by Resident Engineer.
  2. Periodically inspect and test batch proportioning equipment for accuracy and report deficiencies to Resident Engineer.
  3. Sample and test mix ingredients as necessary to insure compliance with specifications.
  4. Sample and test aggregates daily and as necessary for moisture content. Test the dry rodded weight of the coarse aggregate whenever a sieve analysis is made, and when it appears there has been a change in the aggregate.
  5. Certify, in duplicate, ingredients and proportions and amounts of ingredients in concrete conform to approved trial mixes. When concrete is batched or mixed off immediate building site, certify (by signing, initialing or stamping thereon) on delivery slips (duplicate) that ingredients in truck-load mixes conform to proportions of aggregate weight, cement factor, and water-cement ratio of approved trial mixes.
- B. Field Inspection and Materials Testing:
  1. Provide a technician at site of placement at all times to perform concrete sampling and testing.
  2. Review the delivery tickets of the ready-mix concrete trucks arriving on-site. Notify the Contractor if the concrete cannot be placed within the specified time limits or if the type of concrete delivered is incorrect. Reject any loads that do not comply with the Specification requirements. Rejected loads are to be removed from the site at the Contractor's expense. Any rejected concrete that is placed will be subject to removal.
  3. Take concrete samples at point of placement in accordance with ASTM C172. Mold and cure compression test cylinders in accordance with ASTM C31. Make at least three cylinders for each 50 cubic yards or less of each concrete type, and at least three cylinders for any one day's pour for each concrete type. Label each cylinder with an identification number. Resident Engineer may require additional cylinders to be molded and cured under job conditions.
  4. Perform slump tests in accordance with ASTM C143. Test the first truck each day, and every time test cylinders are made. Test pumped concrete at the hopper and at the discharge end of the hose at the beginning of each day's pumping operations to determine change in slump.
  5. Determine the air content of concrete per ASTM C173. For concrete required to be air-entrained, test the first truck and every 25 cubic yards thereafter each day. For concrete not required to be air-entrained, test every 100 cubic yards at random. For pumped concrete, initially test concrete at both the hopper and the discharge end of the hose to determine change in air content.
  6. If slump or air content fall outside specified limits, make another test immediately from another portion of same batch.
  7. Perform unit weight tests in compliance with ASTM C138 for normal weight concrete and ASTM C567 for lightweight concrete. Test the first truck and each time cylinders are made.
  8. Notify laboratory technician at batch plant of mix irregularities and request materials and proportioning check.
  9. Verify that specified mixing has been accomplished.

10. Environmental Conditions: Determine the temperature per ASTM C1064 for each truckload of concrete during hot weather and cold weather concreting operations.
  - a. When ambient air temperature falls below 40 degrees F, record maximum and minimum air temperatures in each 24 hour period; record air temperature inside protective enclosure; record minimum temperature of surface of hardened concrete.
  - b. When ambient air temperature rises above 85 degrees F, record maximum and minimum air temperature in each 24 hour period; record minimum relative humidity; record maximum wind velocity; record maximum temperature of surface of hardened concrete.
12. Observe conveying, placement, and consolidation of concrete for conformance to specifications.
13. Observe condition of formed surfaces upon removal of formwork prior to repair of surface defects and observe repair of surface defects.
14. Observe curing procedures for conformance with specifications, record dates of concrete placement, start of preliminary curing, start of final curing, end of curing period.
15. Observe preparations for placement of concrete:
  - a. Inspect handling, conveying, and placing equipment, inspect vibrating and compaction equipment.
  - b. Inspect preparation of construction, expansion, and isolation joints.
16. Observe preparations for protection from hot weather, cold weather, sun, and rain, and preparations for curing.
17. Observe concrete mixing:
  - a. Monitor and record amount of water added at project site.
  - b. Observe minimum and maximum mixing times.
18. Measure concrete flatwork for levelness and flatness as follows:
  - a. Perform Floor Tolerance Measurements  $F_F$  and  $F_L$  in accordance with ASTM E1155. Calculate the actual overall F- numbers using the inferior/superior area method.

C. Laboratory Tests of Field Samples:

1. Test compression test cylinders for strength in accordance with ASTM C39. For each test series, test one cylinder at 7 days and one cylinder at 28 days. Use remaining cylinder as a spare tested as directed by Resident Engineer. Compile laboratory test reports as follows: Compressive strength test shall be result of one cylinder, except when one cylinder shows evidence of improper sampling, molding or testing, in which case it shall be discarded and strength of spare cylinder shall be used.
3. Furnish certified compression test reports (duplicate) to Resident Engineer. In test report, indicate the following information:
  - a. Cylinder identification number and date cast.
  - b. Specific location at which test samples were taken.
  - c. Type of concrete, slump, and percent air.
  - d. Compressive strength of concrete in psi.
  - e. Weight of lightweight structural concrete in pounds per cubic feet.
  - f. Weather conditions during placing.
  - g. Temperature of concrete in each test cylinder when test cylinder was molded.
  - h. Maximum and minimum ambient temperature during placing.
  - i. Ambient temperature when concrete sample in test cylinder was taken.
  - j. Date delivered to laboratory and date tested.

END OF SECTION

## **SECTION 01510**

### **TEMPORARY UTILITIES**

#### **PART 1 GENERAL**

##### **1.01 DESCRIPTION**

- A. Temporary Utilities: The Contractor shall provide sanitary facilities for the workmen and project personnel. The Contractor shall furnish, install and maintain temporary utilities during the Contract period including removal upon completion of work.

##### **1.02 TEMPORARY ELECTRICITY**

- A. Contractor to make provisions for all temporary electrical power needs during construction through the use of a portable generator at his expense.

##### **1.03 TEMPORARY WATER SERVICE**

- A. Contractor to coordinate with Owner for the use of a water meter and fee to establish water service.

##### **1.04 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

#### **PART 2 PRODUCTS - Not Used.**

#### **PART 3 EXECUTION - Not Used.**

**END OF SECTION**

## **SECTION 01540**

### **SECURITY**

#### **PART 1 - GENERAL**

##### **1.01 SECTIONS INCLUDES**

- A. Security Program
- B. Entry Control
- C. Personnel Identification

##### **1.02 RELATED SECTIONS**

- A. Section 01010 – Summary of Work
- B. Section 01510 – Temporary Utilities

##### **1.03 SECURITY PROGRAM**

- A. Protect Work, existing premises and Owner's operations from theft, vandalism and unauthorized entry.
- B. Initiate program in coordination with Owner's security system at job mobilization.
- C. Maintain program throughout construction period until Owner occupancy as directed by Engineer.

##### **1.04 ENTRY CONTROL**

- A. Restrict entrance of persons and vehicles into project site existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workmen and visitors, make available to Owner on request.
- D. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

##### **1.05 PERSONNEL IDENTIFICATION**

- A. Become familiar with Owner and Engineer representatives.
- B. Restrict access to job site to these representatives.

#### **PART 2 – PRODUCTS (Not Used)**

#### **PART 3 – EXECUTION (Not Used)**

**END OF SECTION**



## **SECTION 01560**

### **TEMPORARY CONTROLS**

#### **PART 1 GENERAL**

##### **1.01 WORK INCLUDED**

- A. Temporary Controls to protect the Work during construction and until final acceptance of the Work.

##### **1.02 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Village's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect vehicular traffic, stored materials, site, and structures from damage.

##### **1.03 FENCING**

- A. Provide commercial grade chain link fence or other similar type fencing as needed to protect work.
- B. Provide 4-foot high fence around construction site; equip with vehicular gates with locks.

##### **1.04 DRAINAGE CONTROL**

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water.

##### **1.05 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in individual Sections of these Specifications.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

## 1.06 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities, and Village's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Village's security program.

## 1.07 DUST CONTROL

- A. Execute Work by methods to minimize dust generation from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

## 1.08 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures as needed to prevent water flow into the Work.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

## 1.09 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise from noise produced by construction operations.

## 1.10 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

## PART 2 PRODUCTS(Not Used)

## PART 3 EXECUTION (Not Used)

END OF SECTION

## **SECTION 01570**

### **TRAFFIC REGULATION**

#### **PART 1 - GENERAL**

- 1.01 DESCRIPTION: The Work to be performed under this section shall include furnishing all materials and labor necessary to regulate vehicular and pedestrian traffic.
- 1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards.
  - A. Local, county and municipal codes.
  - B. Florida Department of Transportation Specifications (DOT)

#### **PART 2 – PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION**

- 3.01 TRAFFIC AND VEHICULAR ACCESS:
  - A. Emergency Vehicles: No multi-family residence, apartment, commercial building or place of employment shall be without access to emergency vehicles for a period longer than three hours. The Contractor shall notify in writing the Engineer, the police, fire and other emergency departments and agencies when and where work is to be accomplished that will affect their operations at least two days in advance of such work.
  - B. Major Road and Streets: No major roads or streets shall be blocked to traffic without adequate detour facilities for a period of more than 30-minutes or as directed by the governing authority.
  - C. Commercial Properties: Access to commercial property shall not be blocked for a period of more than 30-minutes during the time such properties are open for business.
  - D. Residential Property: Access to residential property shall not be blocked for a period of more than 24-hours.
- 3.02 CONSTRUCTION IN STATE HIGHWAY RIGHT-OF-WAY: Construction within all State highway right-of-way shall be made in full compliance with all requirements and to the satisfaction of the Florida Department of Transportation. All necessary barricades, detours, lights and other protective measures shall be provided for the protection of both pedestrian and vehicular traffic.
- 3.03 CONSTRUCTION IN OTHER THAN STATE HIGHWAY RIGHT-OF-WAY: Construction within right-of-way other than State highway shall be made in full compliance with all requirements of the Florida Department of Transportation and to the satisfaction of the local governing bodies. All necessary barricades, detours, lights and other protective measures shall be provided for the protection of both pedestrian and vehicular traffic.
- 3.04 Contractor shall provide a traffic control plan signed and sealed by a registered Florida Professional Engineer for review and approval.

**END OF SECTION**

## SECTION 01600

### MATERIALS AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.02 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

##### 1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 2. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
  - 3. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.
  - 4. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
  - 5. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

##### 1.04 SUBMITTALS

- A. Product List: Prepare a list showing products specified in tabular form acceptable to the Engineer. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
  - 1. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.

2. Form: Prepare product list with information on each item tabulated under the following column headings:
  - a. Related Specification Section number.
  - b. Generic name used in Contract Documents.
  - c. Proprietary name, model number, and similar designations.
  - d. Manufacturer's name and address.
  - e. Supplier's name and address.
  - f. Installer's name and address.
  - g. Projected delivery date or time span of delivery period.
3. Initial Submittal: Within 30-days after date of commencement of the Work, submit 3-copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
  - a. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.
4. Completed List: Within 60-days after date of commencement of the Work, submit 3 copies of the completed product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
5. Engineer's Action: The Engineer will respond in writing to Contractor within two weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Engineer's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

## 1.05 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project; the product selected shall be compatible with products previously selected, even if previously selected products were also options.
  1. Each sub-contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other sub-contractors.
  2. If a dispute arises between sub-contractors over concurrently selectable, but incompatible products, the Engineer will determine which products shall be retained and which are incompatible and must be replaced.
- C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the Work:
  1. No available domestic product complies with the Contract Documents.
  2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.

D. Locate Labels and Nameplates according to the following:

1. Labels: Locate required product labels and stamps on accessible surfaces that are not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
  - a. Name of product and manufacturer.
  - b. Model and serial number.
  - c. Capacity.
  - d. Speed.
  - e. Ratings.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  6. Store heavy materials away from the immediate Project area in a manner that will not endanger the supporting construction.
  7. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
1. Provide products complete with accessories, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
  2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: The Contract Documents and Specifications govern product selection. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.

2. Semi-proprietary Specification Requirements: Where Specifications name two or more products or manufacturers, provide one of the products indicated. No substitutions will be permitted.
  - a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
  - a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
6. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
7. Visual Matching: Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.
  - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.
8. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern, and texture from the product line selected.

## PART 3 - EXECUTION

### 3.01 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
- B. Install all equipment as indicated in the Contract Documents, and according to the manufacturer's recommendation to assure proper alignment and operation.

END OF SECTION



## **SECTION 01640**

### **PRODUCT HANDLING**

#### **PART 1 GENERAL**

##### **1.01 DESCRIPTION**

- A. General: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related Work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of the Specifications.
  - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

##### **1.02 QUALITY ASSURANCE**

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of all work and materials.

##### **1.03 MANUFACTURER'S RECOMMENDATIONS**

- A. Except as otherwise approved by the Engineer determine and comply with manufacturer's recommendations on product handling, storage, and protection.

##### **1.04 PACKAGING**

- A. Deliver products to the job site in their manufacturer's original packaging with labels intact and legible.
  - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements at no additional cost to the Owner.
- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality, and other pertinent information.

##### **1.05 PROTECTION**

- A. Protect all finished work, including access lids or hatches, and other structure openings through which equipment and materials are handled.
- B. Provide protection for pump station finish surfaces during construction.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

## 1.06 REPAIRS AND REPLACEMENTS

- A. In the event of damage, promptly make replacements or repairs to the approval of the Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the Contract Time of Completion.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

## SECTION 01700

### CONTRACT CLOSE-OUT

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Submittal of Warranties and Bonds
  - 4. Final clean-up.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections of these Specifications.

##### 1.02 SUBSTANTIAL COMPLETION

- A. Procedures: Before requesting inspection for certification of Substantial Completion, complete the following:
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, the Contractor shall demonstrate 100-percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation required for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100-percent completion of the applicable portion of the Work cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
  - 2. Submit specific warranties, bonds, final certifications, and similar documents.
  - 3. Obtain and submit final releases of lien enabling the Owner unrestricted use of the site. Include permits, certificates, and similar releases.
  - 4. Discontinue and remove temporary facilities from the site, along with construction tools and similar elements.
  - 5. Complete final clean-up.
- B. Inspection Procedures: On receipt of a request for inspection, the Engineer Consultant will either proceed with inspection or advise the Contractor of unfilled requirements. The Consultant will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of demolition that must be completed or corrected before the certificate will be issued.
  - 1. The Engineer Consultant will repeat inspection when requested and assured that the Work is complete.
  - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

### 1.03 FINAL ACCEPTANCE

- A. Procedures: Before requesting final inspection of the Work for certification of final acceptance and final payment, complete the following:
  - 1. Submit the final payment request with releases of lien and supporting asbestos abatement documentation not previously submitted and accepted. Include insurance certificates for completed operations where required.
  - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  - 3. Submit a certified copy of the Consultant's final inspection list of items to be completed or corrected, endorsed and dated. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer Consultant.
  - 4. Submit Consent of Surety to final payment.
  - 5. Submit a final liquidated damages settlement statement if applicable.
  - 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Record Submittals: Refer to other Specification Sections for requirements of record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete records and place in good order. Identify records properly and bind or file, ready for continued use and reference. Submit to the Engineer for the Owner's records.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.01 FINAL SITE CLEAN-UP

- A. Clean site to the condition expected.
  - 1. Complete site cleaning operations before requesting inspection for certification of Substantial Completion.
    - a. Remove excess debris and other substances.
    - b. Clean the site, including landscape areas, of rubbish, litter, and other foreign substances.
- B. Removal of Protection: Remove construction aids, trailer and security facilities installed for protection of the Work during construction.
- C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

END OF SECTION

## **DOCUMENT 01720**

### **PROJECT RECORD DOCUMENTS**

#### **PART 1 - GENERAL**

##### **1.01 REQUIREMENTS INCLUDED**

- A. Maintain at the site for Owner review one record copy of:
  - 1. Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other Modifications to the Contract
  - 5. Engineer's Field Orders or Written Instructions
  - 6. Approved Shop Drawings, Working Drawings, and Samples
  - 7. Field Test Reports

##### **1.02 RELATED REQUIREMENTS**

- A. Section 01340: Samples and Shop Drawings
- B. Section 01700: Contract Closeout

##### **1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
- B. File documents and samples in accordance with CSI format number system.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Engineer and the Owner.

##### **1.04 RECORDING**

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
- C. Drawings; Legibly mark record actual construction:
  - 1. Field changes of dimensions and details.
  - 2. Changes made by Field Order or by Change Order.
  - 3. Details not on original contract drawings.

- D. Specifications and Addenda; legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
  - 2. Changes made by field order or by Change Order.
- E. Shop Drawings (after final review and approval):
  - 1. One set of record shop drawings for each process equipment, piping, (including casings) electrical system and instrumentation system.
- F. Certified site survey and line elevations, and stationing at increments by registered surveyor.

#### 1.05 SUBMITTAL

- A. At Close-out, deliver Record Documents to the Engineer for the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
  - 1. Date
  - 2. Project Title and Number
  - 3. Contractor's Name and Address
  - 4. Title and Number of each Record Document
  - 5. Signature of Contractor or his Authorized Representative

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## **SECTION 02050 DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION:**

This section specifies demolition and removal of utilities, other structures and debris from trash dumps shown.

#### **1.2 RELATED WORK:**

- A. Demolition and removal of roads, walks, curbs, and on-grade slabs outside buildings to be demolished: Section 02201, EARTHWORK (Short Form).
- B. Safety Requirements: Section 00801, SPECIAL TERMS AND CONDITIONS.
- C. Disconnecting utility services prior to demolition: Section 01010, SUMMARY OF WORK.
- D. Reserved items which are to remain the property of the Owner: Section 01010, SUMMARY OF WORK.

#### **1.3 PROTECTION:**

- A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures. Comply with requirements of Section GENERAL CONDITIONS, Article, ACCIDENT PREVENTION.
- B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- C. Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.
- D. Provide enclosed dust chutes with control gates from each floor to carry debris to truck beds and govern flow of material into truck. Provide overhead bridges of tight board or prefabricated metal construction at dust chutes to protect persons and property from falling debris.
- E. Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum.

#### **1.4 UTILITY SERVICES:**

- A. Demolish and remove outside utility service lines shown to be removed.
- B. Remove abandoned outside utility lines that would interfere with installation of new utility lines and new construction.



## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.1 DEMOLITION:**

- A. Completely demolish and remove structures, including all appurtenances related or connected thereto, as noted below:
  - 1. As required for installation of new utility service lines.
  - 2. To full depth within an area defined by hypothetical lines located 1500 mm (5 feet) outside building lines of new structures.
- B. Debris, including brick, concrete, stone, metals and similar materials shall become property of Contractor and shall be disposed of by him. Break up concrete slabs below grade that do not require removal from present location into pieces not exceeding 600 mm (24 inches) square.
- C. Remove and legally dispose of all materials, other than earth to remain as part of project work, from any trash dumps shown. Materials removed shall be disposed of in compliance with applicable federal, state or local permits, rules and/or regulations. All materials in the indicated trash dump areas, including above surrounding grade and extending to a depth of 1500mm (5 feet) below surrounding grade, shall be included a part of the lump sum compensation for the work of this section. Materials that are located beneath the surface of the surrounding ground more than 1500 mm (5 feet), or materials that are discovered to be hazardous, shall be handled as unforeseen. The removal of hazardous material shall be referred to Hazardous Materials specifications.

### **3.2 CLEAN-UP:**

On completion of work of this section and after removal of all debris, leave site in clean condition satisfactory to Resident Engineer. Clean-up shall include off the disposal of all items and materials not required to remain property of the Owner as well as all debris and rubbish resulting from demolition operations.

- - - End of Section - - -

## **SECTION 02100**

### **SITE PREPARATION**

#### **PART 1 - GENERAL**

##### **1.01 WORK INCLUDED**

- A. Section covers cleaning, grubbing, stripping and demucking of the construction site, complete as specified herein.
- B. Clear and demuck the areas within the limits of construction as required, including drainage easements. The width of the area to be cleared and demucked shall be established by the Engineer prior to the beginning of any work.

##### **1.02 RELATED WORK**

- A. Section 02201: Earthwork  
Section 02511: Asphalt Concrete Paving  
Section 02935: Sodding

#### **PART 2 – PRODUCTS - (Not Used)**

#### **PART 3 – EXECUTION**

##### **3.01 CLEARING**

- A. The surface of the ground, for the area to be cleared and grubbed shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish and all other objectionable obstructions resting on or protruding through the surface of the ground. However, those trees which are designated by the Engineer shall be preserved as hereinafter specified. Clearing operations shall be conducted so as to prevent damage to existing structures and installations, and to those under construction, so as to provide for the safety of employees and others. Clearing for structures shall consist of topsoil and vegetation removal. Clearing for pipelines shall consist of vegetation removal.

##### **3.02 GRUBBING**

- A. Grubbing shall consist of the complete removal of all stumps, roots larger than 1 ½ inches in diameter, matted roots, brush, timber, logs and any other organic or metallic debris resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

##### **3.03 STRIPPING**

- A. In areas so designated, top soil, not muck shall be stockpiled. Topsoil so stockpiled shall be protected until it is placed as specified. Any topsoil remaining after all work is in place shall be disposed of by the Contractor.

#### 3.04 DEMUCKING

- A. When encountered, organic material (muck) shall be excavated and removed. This material may be stockpiled temporarily, but must be disposed of as directed by the Engineer or the Owner.

#### 3.05 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

- A. The Contractor shall dispose of all material and debris from the clearing and grubbing operation by shipping such material and debris and disposing such material to a suitable location as required by the Engineer or the governmental agencies. Disposal by deep burial will not be permitted. The cost of disposal of material (including hauling) shall be considered a subsidiary obligation of the Contractor, the cost of which shall be included in the contract prices.

#### 3.06 PRESERVATION OF TREES

- A. Those trees which are designated by the Engineer or as shown on the drawings for preservation shall be carefully protected from damage. The Contractor shall erect such barricades, guards, and enclosures as may be considered necessary by him for the protection of the trees during all construction operations.

#### 3.07 PRESERVATION OF DEVELOPED PRIVATE PROPERTY

- A. The Contractor shall exercise extreme care to avoid necessary disturbance of developed private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping, which in the opinion of the Engineer must be removed, shall be replaced and replanted to restore the construction easement to the condition existing prior to construction.
- B. All soil preparation procedures and replanting operations shall be under the supervision of nurseryman experienced in such operations.
- C. Improvements to the land such as fences, walls, outbuildings, etc., which of necessity must be removed shall be replaced with equal quality materials and workmanship.
- D. The Contractor shall clean up the construction site across developed private property directly after construction is complete upon approval of the Engineer.

#### 3.08 PRESERVATION OF PUBLIC PROPERTY

- A. The appropriate paragraphs of Articles 3.06 and 3.07, of these specifications shall apply to the preservation and restoration of all damaged areas of public lands, rights-of-way, easements, etc.

END OF SECTION

## **SECTION 02140**

### **DEWATERING**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION:**

This section specifies performance of dewatering required to lower and control ground water table levels and hydrostatic pressures to permit excavation, backfill, and construction to be performed in the dry. Control of surface water shall be considered as part of the work under this specification.

##### **1.2 REQUIREMENT:**

- A. Dewatering system shall be of sufficient size and capacity necessary to lower and maintain ground water table to an elevation at least // 300 mm (1 foot) // below lowest foundation subgrade or bottom of pipe trench and to allow material to be excavated in a reasonably dry condition. Materials to be removed shall be sufficiently dry to permit excavation to grades shown and to stabilize excavation slopes where sheeting is not required. Operate dewatering system continuously until backfill work has been completed.
- B. Reduce hydrostatic head below any excavation to extent that water level in the construction area is a minimum of 300 mm (1 foot) below prevailing excavation surface.
- C. Prevent loss of fines, seepage, boils, quick conditions or softening of foundation strata.
- D. Maintain stability of sides and bottom of excavation.
- E. Construction operations are performed in the dry.
- F. Control of surface and subsurface water are part of dewatering requirements. Maintain adequate control so that the stability of excavated and constructed slopes are not adversely affected by saturated soil // including water entering prepared subbase and subgrades where underlying materials are not free draining or are subject to swelling or freeze-thaw action //, that erosion is controlled and that flooding of excavations or damage to structures does not occur. Drain surface water away from excavations. Protect excavations from becoming wet from surface water, or insure excavations are dry before additional work is undertaken.

### **1.3 RELATED WORK:**

- A. Materials testing and inspection during construction: Section 01410, TESTING LABORATORY SERVICES.
- B. Safety Requirements: Section 00801, SPECIAL TERMS AND CONDITIONS.
- C. Protection of existing utilities, fire protection services, existing equipment, roads, and pavements: Section 01010, SUMMARY OF WORK.

### **1.4 SUBMITTALS:**

- A. Submit in accordance with Section 01340, SAMPLES AND SHOP DRAWINGS.
- B. Drawings and Design Data:
  - 1. Submit drawings and data showing the method to be employed in dewatering excavated areas 30 days before commencement of excavation.
  - 2. Material shall include location, depth and size of wellpoints, headers, sumps, ditches, size and location of discharge lines, capacities of pumps and standby units, and detailed description of dewatering methods to be employed to convey the water from site to adequate disposal.
  - 3. Materials submitted shall be in a format acceptable for inclusion in required permit applications to any and all regulatory agencies for which permits for discharge water from the dewatering system are required due to the discharge reaching regulated bodies of water.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION:**

- A. Install a dewatering system to lower and control ground water in order to permit excavation, construction of structure and placement of backfill materials, to be performed under dry conditions. Make the dewatering system adequate to pre-drain the water-bearing strata above and below the bottom of structure foundations, utilities and other excavations.
- B. In addition, reduce hydrostatic pressure head in water-bearing strata below structure foundations, utility lines, and other excavations, to extent that water levels in construction area are a minimum of // 300 mm (1 foot) // below prevailing excavation surface at all times.

### **3.2 OPERATION:**

- A. Prior to any excavation below the ground water table, place system into operation to lower water table as required and then operate it continuously 24 hours a day, 7 days a week until all utilities and structures have been satisfactorily constructed including placement of backfill materials and dewatering is no longer required.
- B. Place an adequate weight of backfill material to prevent buoyancy prior to discontinuing operation of the system.

### **3.3 WATER DISPOSAL:**

Dispose water removed from the excavations in such a manner as will not endanger portions of work under construction or completed. Dispose water in such manner as will cause no inconvenience to Owner or to others working near site. Comply with the stipulations of required permits for disposal of water.

### **3.4 STANDBY EQUIPMENT:**

Provide complete standby equipment, installed and available, for immediate operation as may be required, to adequately maintain de-watering on a continuous basis and, in the event that all or any part of the system may become inadequate or fail.

### **3.5 CORRECTIVE ACTION:**

If dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system (loosening of the foundation strata, or instability of slopes, or damage to foundations or structures), perform work necessary for reinstatement of foundation soil resulting from such inadequacy or failure by contractor, at no additional cost to Owner.

### **3.6 REMOVAL:**

Insure compliance with all conditions of regulating permits and provide such information to the Resident Engineer. Obtain written approval from Resident Engineer before discontinuing operation of dewatering system.

END OF SECTION

## **SECTION 02151**

### **SHORING AND BRACING OF EXCAVATIONS**

#### **PART 1 - GENERAL**

##### **1.01 WORK INCLUDED**

- A. Work included: Provide shoring at excavations and else where as required to protect workmen, materials, other properties, and the public.

##### **1.02 RELATED WORK**

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- B. As established in the General Conditions of the Contract, the Contractor is solely responsible for means and methods of construction and for the sequences and procedures to be used.

##### **1.03 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are familiar with the specified requirements and the methods required for proper performance of the work of this Section.
- B. Employ a Professional Engineer registered in the State of Florida, who is qualified to design the shoring system and to inspect and report on the quality of its construction. All drawings must bear the signature and seal of this Engineer.
- C. Comply with pertinent requirements of governmental agencies having jurisdiction, specifically the Florida Trench Safety Act.
- D. The shoring design and construction shall take into consideration all the information regarding the following:
  - 1. Soil investigation report prepared for this Work.
  - 2. Existing Utilities.

##### **1.04 SUBMITTALS**

- A. Comply with pertinent provisions of Section 01340 "Submittals and Substitutions".
- B. Submit shoring design for approval by Owner.
  - 1. Should changes in the shoring design be required coordinate all such changes with the Engineer and secure the Owner.



## PART 2 - PRODUCTS

### 2.01 MATERIALS, GENERAL

- A. Provide list of materials as required for the shoring system.

## PART 3 - EXECUTION

### 3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

### 3.02 DESIGN

- A. Design a shoring system which will safely and adequately prevent collapse of adjacent materials and which will permit construction of the Work to the arrangement shown on the Drawings.
- B. Secure approval from Owner.

### 3.03 INSTALLATION

- A. Construct and install the shoring system in accordance with the design as accepted by the Owner.

END OF SECTION

## **SECTION 02201**

### **EARTHWORK (SHORT FORM)**

#### **PART 1 - GENERAL**

##### **1.1:DESCRIPTION:**

This section specifies the requirements for furnishing all equipment, materials, labor and techniques for earthwork including excavation, fill, backfill and site restoration utilizing fertilizer, seed and/or sod.

##### **1.2 DEFINITIONS:**

- A. Unsuitable Materials:
  - 1. Fills: Topsoil, frozen materials; construction materials and materials subject to decomposition; clods of clay and stones larger than 75 mm (3 inches); organic materials, including silts, which are unstable; and inorganic materials, including silts, too wet to be stable.
  - 2. Existing Subgrade (except footings): Same materials as above paragraph, that are not capable of direct support of slabs, pavement, and similar items, with the possible exception of improvement by compaction, proofrolling, or similar methods of improvement.
  - 3. Existing Subgrade (footings only): Same as Paragraph 1, but no fill or backfill. If materials differ from // reference borings and // design requirements, excavate to acceptable strata subject to Resident Engineer's approval.
- B. Earthwork: Earthwork operations required within the new construction area. It also includes earthwork required for auxiliary structures and sewer and other trenchwork throughout the job site.
- C. Degree of Compaction: Degree of compaction is expressed as a percentage of maximum density obtained by the test procedure presented in AASHTO T180.
- D. The term fill means fill or backfill as appropriate.

##### **1.3 RELATED WORK:**

- A. Materials testing and inspection during construction: Section 01410, TESTING LABORATORY SERVICES.

- B. Safety Requirements: Section 00801, SPECIAL TERMS AND CONDITIONS.
- C. Protection of existing utilities, fire protection services, existing equipment, roads, and pavements: Section 01010, SUMMARY OF WORK.
- D. Subsurface Investigation: Section 01000, SPECIAL PROVISIONS.

#### **1.4 CLASSIFICATION OF EXCAVATION:**

- A. Unclassified Excavation: Removal and disposal of pavements and other man-made obstructions visible on the surface; utilities, and other items including underground structures indicated to be demolished and removed; together with any type of materials regardless of character of material and obstructions encountered.
- B. Classified Excavation: Removal and disposal of all material not defined as rock.
- C. Rock Excavation:
  - 1. Solid ledge rock (igneous, metamorphic, and sedimentary rock).
  - 2. Bedded or conglomerate deposits so cemented as to present characteristics of solid rock which cannot be excavated without blasting; or the use of a modern power excavator (shovel, backhoe, or similar power excavators) of no less than 0.75 m<sup>3</sup> (1 cubic yard) capacity, properly used, having adequate power and in good running condition.
  - 3. Boulders or other detached stones each having a volume of 0.4 m<sup>3</sup> (1/2 cubic yard) or more.

#### **1.5 MEASUREMENT AND PAYMENT FOR ROCK EXCAVATION:**

- A. Measurement: Cross section and measure the uncovered and separated materials, and compute quantities by the Registered Professional Land Surveyor or Registered Civil Engineer, specified in Section 01010, GENERAL REQUIREMENTS. Do not measure quantities beyond the following limits:
  - 1. 300 mm (12 inches) outside of the perimeter of formed footings.
  - 2. 600 mm (24 inches) outside the face of concrete work for which forms are required, except for footings.
  - 3. 150 mm (6 inches) below the bottom of pipe and not more than the pipe diameter plus 600 mm (24 inches) in width for pipe trenches.
  - 4. The outside dimensions of concrete work for which no forms are required (trenches, conduits, and similar items not requiring forms).
- B. Payment: No separate payment shall be made for rock excavation quantities shown. The contract price and time will be adjusted for overruns or underruns in accordance with Articles,

DIFFERING SITE CONDITIONS, CHANGES and CHANGES-SUPPLEMENT of the GENERAL CONDITIONS as applicable.

- C. Payment for Differing Site Conditions: When rock excavation, as classified, is encountered, the contract price and time will be adjusted in accordance with Articles, DIFFERING SITE CONDITIONS, CHANGES and CHANGES-SUPPLEMENT of the GENERAL CONDITIONS as applicable.

#### **1.6 SUBMITTALS:**

- A. Submit in accordance with Section 01340, SAMPLES AND SHOP DRAWINGS.
- B. Rock Excavation Report:
  - 1. Certification of rock quantities excavated.
  - 2. Excavation method.
  - 3. Labor.
  - 4. Equipment.
  - 5. Land Surveyor's or Civil Engineer's name and official registration stamp.
  - 6. Plot plan showing elevations.
- C. Furnish to Resident Engineer, soil samples, suitable for laboratory tests, of proposed off site or on site fill material.

#### **1.7 APPLICABLE PUBLICATIONS:**

- A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced in the text by the basic designation only.
- B. American Association of State Highway and Transportation Officials (AASHTO):
  - T99-97.....Standard Specification for the Moisture-Density Relations of  
Soils Using a 2.5 kg (5.5 lb) Rammer and a 305 mm (12 inch)  
Drop
  - T180-97.....Standard Specification for Moisture-Density Relations of Soils  
Using a 4.54-kg [10 lb] Rammer and a 457 mm (18 inch) Drop
- C. American Society for Testing and Materials (ASTM):
  - D698-91 .....Test Method for Laboratory Compaction Characteristics of Soil  
Using Standard Effort
  - D1557-91 .....Test Method for Laboratory Compaction Characteristics of Soil  
Using Modified Effort
- D. Standard Specifications of Florida State Department of Transportation, latest revision.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS:**

- A. Fills: Materials approved from on site and off site sources having a minimum dry density of 1760 kg/m<sup>3</sup> (110 pcf), a maximum Plasticity Index of 6, and a maximum Liquid Limit of 30.
- B. Granular Fill:
  - 1. Under local road concrete slab, place 12" over the water pipe of sand gravel backfill compacted to 95% maximum density per A.A.S.H.T.O. T-180, on top of that place ordinary compacted backfill (98%) T-180 free of large rocks or boulders and finally place the base twice the thickness of adjacent existing compacted in 6" layers (or 12" min.) to 100% dry density.
  - 2. Bedding for water main pipe or where unsuitable bedding exists, (3/4 inch) washed rock.

## **PART 3 - EXECUTION**

### **3.1 SITE PREPARATION:**

- A. Clearing: Clearing within the limits of earthwork operations as described or designated by the Resident Engineer. Work includes removal of trees, shrubs, fences, foundations, incidental structures, paving, debris, trash and any other obstructions.
- B. Grubbing: Remove stumps and roots 75 mm (3 inches) and larger diameter. Undisturbed sound stumps, roots up to 75 mm (3 inches) diameter, and nonperishable solid objects which will be a minimum of 900 mm (3 feet) below subgrade or finished embankment may be left.
- C. Trees and Shrubs: Trees and shrubs, not shown for removal, may be removed from the areas within 4500 mm (15 feet) of new construction and 2250 mm (7'-6") of utility lines if such removal is approved in advance by the Resident Engineer. Trees and shrubs, shown to be transplanted, shall be dug with a ball of earth and burlapped in accordance with the latest issue of the, "American Standard for Nursery Stock", of the American Association of Nurserymen, Inc. Transplant trees and shrubs to a permanent or temporary position within two hours after digging. Maintain trees and shrubs held in temporary locations by watering as necessary and feeding semi-annually with liquid fertilizer with a minimum analysis of 5 percent nitrogen, 10 percent phosphorus and 5 percent potash. Maintain plants moved to permanent positions as specified for plants in temporary locations until the conclusion of the contract. // Box, and otherwise protect from damage, existing trees and shrubs which are not shown to be removed in the construction

area. Repair immediately damage to existing trees and shrubs by trimming, cleaning and painting damaged areas, including the roots, in accordance with standard industry horticultural practice for the geographic area and plant species. Building materials shall not be stored closer to trees and shrubs, that are to remain, than the farthest extension of their limbs.

- D. Stripping Topsoil: Unless otherwise indicated on the drawings, the limits of earthwork operations shall extend anywhere the existing grade is filled or cut or where construction operations have compacted or otherwise disturbed the existing grade or turf. Strip topsoil as defined herein, or as indicated in the geotechnical report, from within the limits of earthwork operations as specified above unless specifically indicated or specified elsewhere in the specifications or shown on the drawings. Topsoil shall be fertile, friable, natural topsoil of loamy character and characteristic of the locality. Topsoil shall be capable of growing healthy horticultural crops of grasses. Stockpile topsoil and protect as directed by the Resident Engineer. Eliminate foreign material, such as weeds, roots, stones, subsoil, frozen clods, and similar foreign materials, larger than 0.014 m<sup>3</sup> (1/2 cubic foot) in volume, from soil as it is stockpiled. Retain topsoil on the station. Remove foreign materials larger than 50 mm (2 inches) in any dimension from topsoil used in final grading. Topsoil work, such as stripping, stockpiling, and similar topsoil work, shall not, under any circumstances, be carried out when the soil is wet so that the tilth of the soil will be destroyed.
- F. Disposal: All materials removed from the property shall be disposed of at a legally approved site, for the specific materials, and all removals shall be in accordance with all applicable Federal, State and local regulations. No burning of materials is permitted onsite.

### **3.2 EXCAVATION:**

- A. Shoring, Sheet piling and Bracing: Shore, brace, or slope to its angle of repose banks of excavations to protect workmen, banks, adjacent paving, structures, and utilities, in compliance with OSHA requirements.
1. Extend shoring and bracing to the bottom of the excavation. Shore excavations that are carried below the elevations of adjacent existing foundations.
  2. If the bearing of any foundation is disturbed by excavating, improper shoring or removal of shoring, placing of backfill, and similar operations, provide a concrete fill support in compliance with Specification Section 02202, FLOWABLE FILL, under disturbed foundations, as directed by Resident Engineer, at no additional cost to the Owner. Do not remove shoring until permanent work in excavation has been inspected and approved by Resident Engineer.

- B. Excavation Drainage: Operate pumping equipment, and/or provide other materials, means and equipment as required, to keep excavations free of water and subgrades dry, firm, and undisturbed until approval of permanent work has been received from Resident Engineer. Approval by the Resident Engineer is also required before placement of the permanent work on all subgrades. When subgrade for foundations has been disturbed by water, remove the disturbed material to firm undisturbed material after the water is brought under control. Replace disturbed subgrade in trenches by mechanically tamped sand or gravel. When removed disturbed material is located where it is not possible to install and properly compact disturbed subgrade material with mechanically compacted sand or gravel, the Resident Engineer should be contacted to consider the use of flowable fill.
- C. Blasting: Blasting shall be permitted only when authorized by the Resident Engineer. Blasting shall be done with explosives of such quantity and power, and fired in such sequence and locations as to not injure personnel, damage or crack rock against which concrete is to be placed, damage property, or damage existing work or other portions of new work. The Contractor shall be responsible for damage caused by blasting operations.
- D. Trench Earthwork:
1. Utility trenches (except sanitary and storm sewer):
    - a. Excavate to a width as necessary for sheeting and bracing and proper performance of the work.
    - b. Grade bottom of trenches with bell-holes, scooped-out to provide a uniform bearing.
    - c. Support piping on undisturbed earth unless a mechanical support is shown.
    - d. The length of open trench in advance of pipe laying shall not be greater than is authorized by the Resident Engineer.
  2. Sanitary and storm sewer trenches:
    - a. Trench width below a point 150 mm (6 inches) above top of the pipe shall be 600 mm (24 inches) for up to and including 300 mm (12 inches) diameter and four-thirds diameter of pipe plus 200 mm (8 inches) for pipe larger than 300 mm (12 inches). Width of trench above that level shall be as necessary for sheeting and bracing and proper performance of the work.
    - b. The bottom quadrant of the pipe shall be bedded on undisturbed soil or granular fill.
      - 1) Undisturbed: Bell holes shall be no larger than necessary for jointing. Backfill up to a point 300 mm (12 inches) above top of pipe shall be clean earth placed and tamped by hand.



- 2) Granular Fill: Depth of fill shall be a minimum of 75 mm (3 inches) plus one-sixth of pipe diameter below the pipe of 300 mm (12 inches) above top of pipe. Place and tamp fill material by hand.
  - c. Place and compact as specified the remainder of backfill using acceptable excavated materials. Do not use unsuitable materials.
  - d. Use granular fill for bedding where rock or rocky materials are excavated.
- F. Site Earthwork: Excavation shall be accomplished as required by drawings and specifications. Remove subgrade materials, that are determined by the Resident Engineer as unsuitable, and replace with acceptable material. If there is a question as to whether material is unsuitable or not, the Contractor shall obtain samples of the material, under the direction of the Resident Engineer, and the materials shall be examined by an independent testing laboratory for soil classification to determine whether it is unsuitable or not. When unsuitable material is encountered and removed, the contract price and time will be adjusted in accordance with Articles, DIFFERING SITE CONDITIONS, CHANGES and CHANGES-SUPPLEMENT of the GENERAL CONDITIONS as applicable. Adjustments to be based on meters (yardage) in cut section only.
- G. Finished elevation of subgrade shall be as follows:
  - 1. Pavement Areas - bottom of the pavement or base course as applicable.
  - 2. Planting and Lawn Areas - 100 mm (4 inches) below the finished grade, unless otherwise specified or indicated on the drawings.

### **3.3 FILLING AND BACKFILLING:**

- A. General: Do not fill or backfill until all debris, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from the excavation. Proof-roll exposed subgrades with a fully loaded dump truck. Use excavated materials or borrow for fill and backfill, as applicable.
- B. Proof-rolling Existing Subgrade: Proof-roll with a fully loaded dump truck. Make a minimum of one pass in each direction. Remove unstable uncompactable material and replace with granular fill material completed to mix requirements specified.
- C. Placing: Place material in horizontal layers not exceeding 200 mm (8 inches) in loose depth and then compacted. Do not place material on surfaces that are muddy, frozen, or contain frost.
- D. Compaction: Use approved equipment (hand or mechanical) well suited to the type of material being compacted. Do not operate mechanized vibratory compaction equipment within 3000 mm (10 feet). Moisten or aerate material as necessary to provide the moisture content that will readily

facilitate obtaining the specified compaction with the equipment used. Compact each layer until there is no evidence of further compaction to not less than 95 percent of the maximum density determined in accordance with the following test method AASHTO T180.

### **3.4 GRADING:**

- A. General: Uniformly grade the areas within the limits of this section, including adjacent transition areas. Smooth the finished surface within specified tolerance. Provide uniform levels or slopes between points where elevations are indicated, or between such points and existing finished grades. Provide a smooth transition between abrupt changes in slope.
- B. Cut rough or sloping rock to level beds for foundations. In unfinished areas fill low spots and level off with coarse sand or fine gravel.
- C. Slope backfill outside the building away from the building walls for a minimum distance of 1800 mm (6 feet).
- D. The finished grade shall be 150 mm (6 inches) below bottom line of windows or other building wall openings unless greater depth is shown.
- E. Place crushed stone or gravel fill under concrete slabs on grade tamped and leveled. The thickness of the fill shall be 150 mm (6 inches), unless otherwise indicated.
- F. Finish subgrade in a condition acceptable to the Resident Engineer at least one day in advance of the paving operations. Maintain finished subgrade in a smooth and compacted condition until the succeeding operation has been accomplished. Scarify, compact, and grade the subgrade prior to further construction when approved compacted subgrade is disturbed by contractor's subsequent operations or adverse weather.
- G. Grading for Paved Areas: Provide final grades for both subgrade and base course to +/- 6 mm (0.25 inches) of indicated grades.

### **3.5 LAWN AREAS:**

- A. General: Harrow and till to a depth of 100 mm (4 inches), new or existing lawn areas to remain, which are disturbed during construction. Establish existing or design grades by dragging or similar operations. Do not carry out lawn areas earthwork when the soil is wet so that the tilth of the soil will be destroyed. Plant bed must be approved by Resident Engineer before seeding or sodding operation begins.
- B. Finished Grading: Begin finish grading after rough grading has had sufficient time for settlement. Scarify subgrade surface in lawn areas to a depth of 100 mm (4 inches). Apply topsoil so that

after normal compaction, dragging and raking operations (to bring surface to indicated finish grades) there will be a minimum of 100 mm (4 inches) of topsoil over all lawn areas; make smooth, even surface and true grades, which will not allow water to stand at any point. Shape top and bottom of banks to form reverse curves in section; make junctions with undisturbed areas to conform to existing topography. Solid lines within grading limits indicate finished contours. Existing contours, indicated by broken lines are believed approximately correct but are not guaranteed.

- C. Fertilizing: Incorporate fertilizer into the soil to a depth of 100 mm (4 inches) at a rate of 12 kg/100 m<sup>2</sup> (25 pounds per 1000 square feet).
- D. Seeding: Seed at a rate of 2 kg/100 m<sup>2</sup> (4 pounds per 1000 square feet) and accomplished only during periods when uniform distribution may be assured. Lightly rake seed into bed immediately after seeding. Roll seeded area immediately with a roller not to exceed 225 kg/m (150 pounds per foot) of roller width.
- E. Sodding: Topsoil shall be firmed by rolling and during periods of high temperature the topsoil shall be watered lightly immediately prior to laying sod. Sod strips shall be tightly butted at the ends and staggered in a running bond fashion. Placement on slopes shall be from the bottom to top of slope with sod strips running across slope. Secure sodded slopes by pegging or other approved methods. Roll sodded area with a roller not to exceed 225 kg/m (150 pounds per foot) of the roller width to improve contact of sod with the soil.
- F. Watering: The Resident Engineer is responsible for having adequate water available at the site. As sodding is completed in any one section, the entire sodded area shall be thoroughly irrigated by the contractor, to a sufficient depth, that the underside of the new sod pad and soil, immediately below sod, is thoroughly wet. Resident Engineer will be responsible for sod after installation and acceptance.

### **3.6 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL:**

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off property.
- B. Place excess excavated materials suitable for fill and/or backfill on site where directed.
- C. Remove from site and dispose of any excess excavated materials after all fill and backfill operations have been completed.
- D. Segregate all excavated contaminated soil designated by the Resident Engineer from all other excavated soils, and stockpile on site on two 0.15 mm (6 mil) polyethylene sheets with a

polyethylene cover. A designated area shall be selected for this purpose. Dispose of excavated contaminated material in accordance with State and Local requirements.

### **3.6 CLEAN-UP:**

Upon completion of earthwork operations, clean areas within contract limits, remove tools, and equipment. Provide site clear, clean, free of debris, and suitable for subsequent construction operations. Remove debris, rubbish, and excess material from the Property.

E N D OF SECTION

## **SECTION 02221**

### **TRENCHING, BEDDING, AND BACKFILL FOR PIPE**

#### **PART 1 - GENERAL**

##### **1.01 WORK INCLUDED**

- A. The Contractor shall furnish all labor, equipment, and incidentals necessary to perform all excavation, backfill, fill, grading and slope protection required to complete the sewer piping and utility work shown on the Drawings and specified herein. The work shall include, but not necessarily be limited to: sewer structures, duct work, conduit, pipe, paving, backfilling, fill, grading, disposal of surplus and unsuitable materials, and all related work such as sheeting, and bracing.

##### **1.02 RELATED WORK**

- A. Section 02151: Shoring and Bracing of Excavations
- B. Section 15062: Ductile Iron Pipe & Fittings

##### **1.03 QUALITY ASSURANCE**

- A. Codes and Standards: perform excavation work in compliance with applicable requirements of the Village.

##### **1.04 JOB CONDITIONS**

- A. The Contractor shall examine the site and undertake his own soil borings prior to submitting his bid, taking into consideration all conditions that may affect his work. The Owner and Engineer will not assume responsibility for variations of sub-soil quality or conditions.
- B. Existing Utilities: Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
  - 1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the Engineer and the owner of such piping or utility immediately for directions.
  - 2. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

##### **1.05 SUBMITTALS**

- A. For each material obtained from other than on-site sources, the Contractor shall notify the Engineer of the source of the material and shall furnish the Engineer, for approval, a

representative sample weighing approximately 50-pounds, at least 10-calendar days prior to the date of anticipated use of such material.

## 1.06 TRENCH PROTECTION

- A. Contractor shall construct and maintain sheeting and bracing as required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction; and to protect adjacent structures, existing piping and/or foundation material from disturbance, undermining, or other damage. Care shall be taken to prevent voids outside of the sheeting, and if voids are formed, they shall be immediately filled and rammed.
- B. For pipe trench sheeting, no sheeting is to be withdrawn if driven below mid-diameter of any pipe, and no wood sheeting shall be cut off at a level lower than 1-foot above the top of any pipe unless otherwise directed by the Engineer. If during the progress of the work the Engineer decides that additional wood sheeting should be left in place, he may direct the Contractor in writing. If steel sheeting is used for trench sheeting, removal shall be as specified above unless written approval is given by the Engineer for an alternate method of removal.
- C. All sheeting and bracing not specified to be left in place shall be carefully removed in such a manner as not to endanger the construction or other structures, utilities, existing piping, or property. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose, by watering, or otherwise as may be directed.
- D. The right of the Engineer to order sheeting and bracing to be left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do so shall not relieve the Contractor from liability for damages to persons or property, occurring from or upon the work, occasioned by negligence or otherwise, growing out of a failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. General:
  - 1. Materials for use as base, fill and backfill shall be as described below:
    - a. Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials (AASHTO) M-145, soil classification Groups A-1, A-2-4, A-2-5, and A-3.
    - b. Unsatisfactory soil materials are those defined in ASSHTO M-145 soil classification Groups A-2-6, A-2-7, A-6, and A-7 along with peat and other highly organic soils.
- B. Structural Fill: Structural fill material shall be satisfactory soil material consisting of a minimum of 60 percent clean medium to fine grain sized quartz sand, free of organic, deleterious and/or compressible material. Rock in excess of 2-1/2-inches in diameter shall not be used in the fill material. Structural fill shall not contain hardpan, stones, rocks, cobbles or other similar materials.
- C. Common Fill:

1. Common fill material shall be satisfactory soil material containing no more than 20-percent by weight finer than No. 200 mesh sieve. The material shall be free from organic matter, much, marl, and rock exceeding 2-1/2-inches in diameter. Common fill shall not contain broken concrete, masonry, rubble or other similar materials.
  2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpile(s) for reuse. All material which, in the opinion of the Engineer, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials.
- D. Rock bedding shall be 3/8-inch to 3/4-inch washed and graded limerock. This rock shall be graded so that 99 percent will pass a 3/4-inch screen and 80 percent will be retained on a No. 8 screen.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. All excavation, backfill and grading necessary to complete the Work shall be made by the Contractor and the cost thereof shall be included in the contract price.
- B. Material may be obtained on-site with the approval of the Owner, or shall be furnished as required from off site sources and hauled to the site.
- C. The Contractor shall take all the necessary precautions to maintain the work area in a safe and workable condition.
- D. The Contractor shall protect his work at all times by flagging, marking, lighting and barricading. It shall also be the Contractor's responsibility to preserve and protect all above and underground structures, pipe lines, conduits, cables, drains or utilities which are existing at the time he encounters them. Failure of the Drawings to show the existence of these obstructions shall not relieve the Contractor from this responsibility. The cost of repair of any damage which occurs to these obstructions during or as a result of construction shall be borne by the Contractor without additional cost to the Owner.

### 3.02 TRENCH EXCAVATION

- A. Excavation for all trenches required for the installation of pipes and electrical ducts shall be made to the depths indicated on the Drawings. Excavate trench to provide a minimum of 36-inch clear cover over the pipe bell unless otherwise noted on the Drawings, and to sufficient depth to provide the bedding depth indicated on the Drawings. Excavate in such manner and to such widths as will give suitable room for laying the pipe. The trench width at the top of the pipe shall not exceed the allowable as determined by the depth of cut and these specifications.
- B. Rock shall be removed to provide a minimum clearance of 8-inches around the bottom and sides of all the pipe or ducts being laid.
- C. Where pipe or ducts are to specified be laid in limerock bedding or encased in concrete, the trench may be excavated by machinery to or just below the designated subgrade, provided that the material remaining in the bottom of the trench is no more than slightly disturbed.
- D. Where the pipes or ducts are specified to be laid directly on the trench bottom, the lower parts of



the trenches shall not be excavated to the trench bottom by machinery. The last of the material being excavated shall be done manually in such a manner that will give a flat bottom true to grade so that pipe or duct can be evenly and uniformly supported along its entire length on undisturbed material or bedding rock. Bell holes shall be made as required manually so that there is no bearing surface on the bells and pipes are supported along the barrel only.

### 3.03 DEWATERING

- A. Prevent surface water and subsurface or groundwater from flowing into excavations, and from flooding project site and surrounding area.
  - 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting structure bases, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
  - 2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey stormwater runoff and water removed from excavations into collection areas or to direct stormwater runoff in the historical flow direction. Do not use trench excavations as temporary drainage ditches. Maintain proper erosion and sedimentation control measures to avoid siltation of existing stormwater management systems.

### 3.04 PIPE INTERFERENCE AND ENCASEMENT

- A. The Contractor shall abide by the following schedule of criteria concerning interference with other facilities.
  - 1. In no case shall there be less than 18-inches of vertical separation between any two pipe lines, or 4-inches of separation between pipe lines and structures.
  - 2. Where the above conditions cannot be met, or unless otherwise specified on the Drawings, the Contractor shall consult with the Engineer.
- B. The Engineer shall have full authority to direct the placement of the various pipes and structures in order to facilitate construction, expedite completion and to avoid conflicts.

### 3.05 BACKFILLING

- A. Backfilling over pipes shall begin as soon as practicable after the pipe has been laid, jointed, and inspected, and the trench filled with suitable compacted material to the mid-diameter of the pipe.
- B. All backfilling shall be performed expeditiously and as detailed on the Drawings.
- C. Any space remaining between the pipe and sides of the trench shall be packed full by hand shovel with selected earth, free from stones having a diameter greater than 2-inches and thoroughly compacted with a tamper as fast as fill is placed, up to a level of one foot above the top of the pipe. Compact to 95-percent of maximum dry density in layers not to exceed 4- inches in depth up to the centerline of the pipe from the trench bottom and in layers not to exceed 6-inches from the pipe centerline to 12-inches above the pipe.
- D. The backfill shall be carried up evenly on both sides with at least one person tamping for each person shoveling material into the trench.

- E. The remainder of the trench above the compacted backfill, as just described above, shall be filled and thoroughly compacted with common fill by rolling, ramming, or puddling, as the Engineer may direct. Compact common fill in 6-inch layers to 95-percent of maximum dry density.
- F. When the finish surface above the trench is flexible pavement, backfill and compact as indicated to 12-inches below the surface of the subgrade as shown on the Drawings.
- G. The bedding rock shall consist of at least 6-inches of washed and graded limerock placed in the trench to the proposed elevation of the centerline of the pipe prior to laying the piping. The bedding shall not be used under any circumstances as a drain for groundwater. The Contractor shall take all precautions necessary to maintain the bedding in a compacted state and to prevent washing, erosion or loosening of this bed.
- H. In location where pipes pass through building walls, the Contractor shall take the following precautions to consolidate the backfill up to an elevation of at least 1 foot above the bottom of the pipes:
  - 1. Place structural fill in such areas for a distance of not less than 3-feet on either side of the center line of the pipe in level layers not exceeding 6-inches in depth.
  - 2. Wet each layer to the extent directed and thoroughly compact each layer with a power tamper to the satisfaction of the Engineer.

### 3.06 GRADING

- A. Grading shall be performed at such places as are indicated on the Drawings, to the lines, grades, and elevations shown or as directed by the Engineer and shall be made in such a manner that the requirements for formation of embankments can be followed. All unacceptable material encountered, of whatever nature within the limits indicated, shall be removed and disposed of as directed. During the process of excavation, the grade shall be maintained in such condition that it will be well drained at all times. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the performance or condition of the work.
- B. If at the time of excavation it is not possible to place all available material in its proper section of the permanent structure, the excess material shall be stockpiled in approved areas for later use. Stockpiling or double handling of excavation material shall not bear any additional cost to the Owner.
- C. The Owner, through his Engineer, reserves the right to make adjustments or revisions in lines or grades, if found necessary as the Work progresses, due to discrepancies on the Drawings, adverse field conditions, or in order to obtain satisfactory construction.
- D. Stones or rock fragments larger than 2-1/2-inches in their greatest dimensions will not be permitted in the top 6-inches below the subgrade line of all dikes, fills or embankments.
- E. All fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Drawings, or as directed by the Engineer.
- F. In cuts, all loose or protruding rocks on the side slopes shall be barred loose or otherwise removed to line or finished grade of slope. All cut slopes shall be uniformly graded to the slope, cross-section and alignment shown on the Drawings or as directed by the Engineers.

- G. No grading is to be done in areas where existing pipe lines that may be uncovered or damaged until such lines which must be maintained are projected or relocated; or, where lines are to be abandoned, all required valves are closed and drains plugged at manholes.
- H. The Contractor shall replace all pavement cut or otherwise damaged during the progress of the Work as specified elsewhere herein.

### 3.07 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. All surplus and unsuitable excavated material shall be disposed of in one of the following ways as directed by the Engineer.
  - 1. Transport to designated soil storage area on Owner's property and stockpile or spread as directed by the Engineer.
  - 2. Transport from Owner's property and legally dispose of off-site. Any permit required for the hauling and disposing of this material beyond Owner's property shall be obtained prior to commencing hauling operations.
- B. Suitable excavated material may be used for fill if it meets the specifications for common fill and is approved by the Engineer. Excavated material so approved may be neatly stockpiled at the site where designated by the Owner/Engineer provided there is an area available where it will not interfere with the operation of the facility nor inconvenience traffic or adjoining property owners.

END OF SECTION

**SECTION 02511**  
**ASPHALT CONCRETE PAVING**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

This work shall cover the composition, mixing, construction upon the prepared subgrade, and the protection of hot asphalt concrete pavement. The hot asphalt concrete pavement shall consist of an aggregate or asphalt base course and asphalt surface course constructed in conformity with the lines, grades, thickness, and cross sections as shown.

**1.2 RELATED WORK**

- A. Laboratory and field testing requirements: Section 01410, Testing Laboratory Services.
- B. Subgrade Preparation: Paragraph 3.3 and Section 02201, Earthwork.
- C. Pavement Markings: All work in accordance with Palm Beach County standards.

**1.3 INSPECTION OF PLANT AND EQUIPMENT**

The Resident Engineer shall have access at all times to all parts of the material producing plants for checking the mixing operations and materials and the adequacy of the equipment in use.

**1.4 ALIGNMENT AND GRADE CONTROL**

The Contractor's Registered Professional Land Surveyor specified in Section 01010, SUMMARY OF WORK shall establish and control the pavement (aggregate or asphalt base course and asphalt surface course), alignments, grades, elevations, and cross sections as shown on the Drawings.

**1.5 SUBMITTALS**

- A. In accordance with Section 01340, SAMPLES AND SHOP DRAWINGS, furnish the following:
- B. Data and Test Reports:
  - 1. Aggregate Base Course: Sources, gradation, liquid limit, plasticity index, percentage of wear, and other tests required by State Highway Department.
  - 2. Asphalt Base/Surface Course: Aggregate source, gradation, soundness loss, percentage of wear, and other tests required by State Highway Department.
  - 3. Job-mix formula.
- C. Certifications:
  - 1. Asphalt prime and tack coat material certificate of conformance to State Highway Department requirements.
  - 2. Asphalt cement certificate of conformance to State Highway Department requirements.
- D. One copy of State Highway Department Specifications.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

- A. Aggregate base and asphalt concrete materials shall conform to the requirements of the following and other appropriate sections of the latest version of the State Highway Material Specifications, including amendments, addenda and errata. Where the term "Engineer" or "Commission" is referenced in the State Highway Specifications, it shall mean the Resident Engineer.

### **2.2 AGGREGATES**

- A. Provide aggregates consisting of crushed stone, gravel, sand, or other sound, durable mineral materials processed and blended, and naturally combined.
- B. Subbase aggregate (where required) maximum size: 1-1/2".
- C. Base aggregate maximum size:
  - 1. Base course over 6" thick: 1-1/2";
  - 2. Other base courses: 3/4".
- D. Asphaltic base course:
  - 1. Maximum particle size not to exceed 1"
  - 2. Where conflicts arise between this specification and the requirements in the latest version of the State Highway Specifications, the State Specifications shall control.
- E. Aggregates for asphaltic concrete paving: Provide a mixture of sand, mineral aggregate, and liquid asphalt mixed in such proportions that the percentage by weight will be within:

| <u>Sieve Sizes</u> | <u>Percentage Passing</u> |
|--------------------|---------------------------|
| 3/4"               | 100                       |
| 3/8"               | 67 to 85                  |
| 1/4"               | 50 to 65                  |
| No. 8 mesh         | 37 to 50                  |
| No. 30 mesh        | 15 to 25                  |
| No. 200 mesh       | 3 to 8                    |

plus 50/60 penetration liquid asphalt at 5 percent to 6-1/2 percent of the combined dry aggregates.

### **2.3 ASPHALTS**

- A. Comply with provisions of Asphalt Institute Specification SS2:
  - 1. Asphalt cement: Penetration grade 50/60
  - 2. Prime coat: Cut-back type, grade MC-250
  - 3. Track coat: Uniformly emulsified, grade SS-1H

### **2.4 SEALER**

- A. Provide a sealer consisting of suitable fibrated chemical type asphalt base binders and fillers having a container consistency suitable for troweling after thorough stirring, and containing no clay or other deleterious substance.
- B. Where conflicts arise between this specification and the requirements in the latest version of the State Highway Specifications, the State Specifications shall control.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

The Asphalt Concrete Paving equipment, weather limitations, job-mix formula, mixing, construction methods, compaction, finishing, tolerance, and protection shall conform to the requirements of the appropriate sections of the State Highway Specifications for the type of material specified.

### **3.2 MIXING ASPHALTIC CONCRETE MATERIALS**

- A. Provide hot plant-mixed asphaltic concrete paving materials.
  - 1. Temperature leaving the plant: 290 degrees F minimum, 320 degrees F maximum.
  - 2. Temperature at time of placing: 280 degrees F minimum.

### **3.3 SUBGRADE**

- A. Shape to line and grade and compact with self-propelled rollers.
- B. All depressions that develop under rolling shall be filled with acceptable material and the area re-rolled.
- C. Soft areas shall be removed and filled with acceptable materials and the area re-rolled.
- D. Should the subgrade become rutted or displaced prior to the placing of the subbase, it shall be reworked to bring to line and grade.

### **3.4 BASE COURSES**

- A. Subbase (when required)
  - 1. Spread and compact to the thickness shown on the drawings.
  - 2. Rolling shall begin at the sides and continue toward the center and shall continue until there is no movement ahead of the roller.
  - 3. After completion of the subbase rolling there shall be no hauling over the subbase other than the delivery of material for the top course.
- B. Base
  - 1. Spread and compact to the thickness shown on the Drawings.
  - 2. Rolling shall begin at the sides and continue toward the center and shall continue until there is no movement ahead of the roller.
  - 3. After completion of the base rolling there shall be no hauling over the base other than the delivery of material for the top course.
- C. Thickness tolerance: Provide the compacted thicknesses shown on the Drawings within a tolerance of minus 0.0" to plus 0.5".
- D. Smoothness tolerance: Provide the lines and grades shown on the Drawings within a tolerance of 3/16 inch in ten feet.
- E. Moisture content: Use only the amount of moisture needed to achieve the specified compaction.

### **3.5 PLACEMENT OF ASPHALTIC CONCRETE PAVING**

- A. Remove all loose materials from the compacted base.
- B. Apply the specified prime coat, and tack coat where required, and allow to dry in accordance with the manufacturer's recommendations as approved by the engineer.
- C. Receipt of asphaltic concrete materials:
  - 1. Do not accept material unless it is covered with a tarpaulin until unloaded, and unless the material has a temperature of not less than 280 degrees F.
  - 2. Do not commence placement of asphaltic concrete materials when the atmospheric temperature is below 50 degrees F, not during fog, rain, or other unsuitable conditions.
- D. Spreading:
  - 1. Spread material in a manner which requires the least handling.
  - 2. Where thickness of finished paving will be 3" or less, spread in one layer.
- E. Rolling:
  - 1. After the material has been spread to the proper depth, roll until the surface is hard, smooth, unyielding, and true to the thickness and elevations shown on the drawings.
  - 2. Roll in at least two directions until no roller marks are visible.
  - 3. Finished paving smoothness tolerance:
    - a. No depressions which will retain standing water.
    - b. No deviation greater than 1/8" in six feet.

### **3.6 APPLICATION OF SEAL COAT**

- A. Prepare the surfaces, mix the seal coat material, and apply in accordance with the manufacturer's recommendations as approved by the Engineer.
- B. Apply one coat of the specified sealer.
- C. Achieve a finished surface seal which, when dry and thoroughly set, is smooth, tough, resilient, of uniform black color, and free from coarse textured areas, lap marks, ridges, and other surface irregularities.

### **3.7 PROTECTION**

Protect the asphaltic concrete paved areas from traffic until the sealer is set and cured and does not pick up under foot or wheeled traffic.

### **3.8 FINAL CLEAN-UP**

Remove all debris, rubbish, and excess material from the work area.

END OF SECTION



**SECTION 02514  
SITE WORK CONCRETE**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. This work shall cover site work concrete constructed upon the prepared subgrade and in conformance with the lines, grades, thickness, and cross sections as shown. Construction shall include the following:
- B. Curb, gutter, and combination curb and gutter.
- C. Pedestrian Pavement: Walks grade slabs lawn mower crossings wheelchair curb ramps terraces steps .
- D. Vehicular Pavement: Service courts driveways .
- E. All concrete work in accordance with the Village of Palm Springs specifications.

**1.2 RELATED WORK**

- A. Laboratory and Field Testing Requirements: Section 01410, Testing Laboratory Services.
- B. Subgrade Preparation: Section 02201, Earthwork.
- C. Concrete Materials, Quality, Mixing, Design and Other Requirements; Section 03301, Cast-In-Place-Concrete.

**1.3 WEATHER LIMITATIONS**

Placement of concrete shall be as specified under paragraphs, COLD WEATHER and HOT WEATHER of Section 03301, CAST-IN-PLACE CONCRETE.

**1.4 SELECT SUBBASE MATERIAL JOB-MIX**

The Contractor shall retain and reimburse a testing laboratory to design a select subbase material mixture and submit a job-mix formula to the Resident Engineer in writing for approval. The formula shall include the source of materials, gradation, plasticity index, liquid limit, and laboratory compaction curves indicating maximum density at optimum moisture.

**1.5 SUBMITTALS**

- A. In accordance with Section 01340, SAMPLES AND SHOP DRAWINGS, furnish the following:
- B. Manufacturers' Certificates and Data certifying that the following materials conform to the requirements specified.
  - 1. Expansion joint filler
  - 2. Hot poured sealing compound
  - 3. Reinforcement
  - 4. Curing materials

C. Data and Test Reports: Select subbase material.

1. Job-mix formula
2. Source, gradation, liquid limit, plasticity index, percentage of wear, and other tests as specified and in referenced publications.

## 1.6 APPLICABLE PUBLICATIONS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.

B. American Association of State Highway and Transportation Officials (AASHTO):

- M31-99.....Deformed and Plain Billet Steel Bars for Concrete Reinforcement (ASTM A615/A615M-96A (R1999))
- M42/M42M-95 .....Rail Steel Deformed and Plain Bars for Concrete Reinforcement (ASTM A615/A615M-96aR(1999))
- M55M/55M-92 .....Welded Steel Wire Fabric for Concrete Reinforcement (ASTM A185-97)
- M147-96.....Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses (R 1996)
- M148-94.....Liquid Membrane-Forming Compounds for Curing Concrete (ASTM C309A-99)
- M171-2000.....Sheet Materials for Curing Concrete (ASTM C171-97a (1997))
- M173-98.....Concrete Joint-Sealer, Hot Poured Elastic Type (R 1998)(ASTM D1190-97)
- M182-91(96R) .....Burlap Cloth Made from Jute or Kenaf
- M213-99.....Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Type) (ASTM D1751-99)
- T99-97(99R) .....Moisture-Density Relations of Soils Using a 2.5 kg. (5.5 lb) Rammer and a 305 mm (12 in.) Drop
- T180-97.....Moisture-Density Relations of Soils Using a 4.54 kg (10 lb.) Rammer and a 457 mm (18 in.) Drop

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

- C94/C94M-00 .....Ready-Mixed Concrete
- C143/C143M-00 .....Slump of Hydraulic Cement Concrete

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

Concrete shall be Type C, air-entrained as specified in Section, CAST-IN-PLACE CONCRETE, with the following exceptions:

| <u>TYPE</u>         | <u>MAXIMUM SLUMP*</u>                                        |
|---------------------|--------------------------------------------------------------|
| Curb & Gutter       | 75 mm (3")                                                   |
| Pedestrian Pavement | 75 mm (3")                                                   |
| Vehicular Pavement  | 50 mm (2") (Machine Finished)<br>100 mm (4") (Hand Finished) |
| Equipment Pad       | 75 to 100 mm (3" to 4")                                      |

\* For concrete to be vibrated: Slump as determined by ASTM C143. Tolerances as established by ASTM C94.

### **2.2 REINFORCEMENT**

- A. The type, amount, and locations of steel reinforcement shall be as shown and specified.
- B. Welded wire-fabric shall conform to AASHTO M55.
- C. Dowels shall be plain steel bars conforming to AASHTO M31 or M42. Tie bars shall be deformed steel bars conforming to AASHTO M31 or M42.

### **2.3 SELECT SUBBASE (WHERE REQUIRED)**

- A. Subbase material shall consist of selected granular material composed of sand, sand-gravel, crushed stone, crushed or granulated slag, with or without soil binder, or combinations of these materials conforming to AASHTO M147, Grading E or F.
- B. Materials meeting other gradations than that noted, will be acceptable whenever the gradations are within a tolerance of three to five percent, plus or minus, of the single gradation established by the job-mix formula.
- C. Subbase material shall produce a compacted, dense-graded course meeting the density requirement herein specified.

### **2.4 FORMS**

- A. Use metal or wood forms that are straight and suitable for the work involved in cross-section, depth, and strength to resist springing during depositing and consolidating the concrete.
- B. Do not use forms if they vary from a straight line more than 3 mm (1/8 inch) in any 3000 mm (ten foot) long section in either a horizontal or vertical direction.

- C. Wood forms should be at least 50 mm (2 inches) thick (nominal). Wood forms shall also be free from warp, twist, loose knots, splits, or other defects. Use approved flexible or curved forms for radius forming.

## **2.5 CONCRETE CURING MATERIALS**

- A. Concrete curing materials shall conform to one of the following:
  - 1. Burlap conforming to AASHTO M182 having a weight of 233 grams (seven ounces) or more per square meter (yard) when dry.
  - 2. Impervious Sheeting conforming to AASHTO M171.
  - 3. Liquid Membrane Curing Compound conforming to AASHTO M148 (ASTM C309), Type 2 and shall be free of paraffin or petroleum.

## **2.6 EXPANSION JOINT FILLERS**

Material shall conform to AASHTO M213.

## **2.7 JOINT SEALER**

Material shall conform to AASHTO M173.

# **PART 3 - EXECUTION**

## **3.1 SUBGRADE PENETRATION**

- A. Prepare, construct, and finish the subgrade as specified in Section 02201, Earthwork.
- B. Maintain the subgrade in a smooth, compacted condition, in conformance with the required section and established grade until the succeeding operation has been accomplished.

## **3.2 SELECT SUBBASE (WHERE REQUIRED)**

- A. Mixing: Proportion the select subbase by weight or by volume in quantities so that the final approved job-mixed formula gradation, liquid limit, and plasticity index requirements will be met after subbase course has been placed and compacted. Add water in approved quantities, measured by weight or volume, in such a manner to produce a uniform blend.
- B. Placing: Place the mixed material on the prepared subgrade in a uniform layer to the required contour and grades, and to a loose depth not to exceed 200 mm (8 inches), that when compacted, will produce a layer of the designated thickness. When the designated compacted thickness exceeds 150 mm (6 inches), place the material in layers of equal thickness. Remove unsatisfactory areas and replace with satisfactory mixture, or mix the material in the area. In no case will the addition of thin layers of material be added to the top layer in order to meet grade. If the elevation of the top layer is 13 mm (1/2 inch) or more below the grade, excavate the top layer and replace with new material to a depth of at least 75 mm (3 inches) in compacted thickness.

- C. Compaction: Perform compaction with approved equipment (hand or mechanical) well suited to the material being compacted. Moisten or aerate the material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. Compact each layer to at least 95 percent or 100 percent of maximum density as determined by AASHTO T180 or AASHTO T99 respectively.
- D. Smoothness Test and Thickness Control: Test the completed subbase for grade and cross section with a straight edge. The surface of each layer shall not show any deviations in excess of 10 mm (3/8 inch). The completed thickness shall be within 13 mm (1/2 inch) of the thickness as shown.
- E. Protection: Maintain the finished subbase in a smooth and compacted condition until the concrete has been placed. When Contractor's subsequent operations or adverse weather disturbs the approved compacted subbase, excavate, and reconstruct it with new material meeting the requirements herein specified, at no additional cost to the Owner.

### **3.3 SETTING FORMS**

- A. Base Support: Compact the foundation under the forms true to grade so that, when set, they will be uniformly supported for its entire length at the grade as shown. Correct imperfections or variations in the foundation grade by cutting or filling and compacting.
- B. Form Setting: Set forms sufficiently in advance of the placing of the concrete to permit the performance and approval of all operations required with and adjacent to the form lines. Set forms to true line and grade and use stakes, clamps, spreaders, and braces to hold them rigidly in place so that the forms and joints are free from play or movement in any direction. Forms shall conform to line and grade with an allowable tolerance of 3 mm (1/8 inch) when checked with a straightedge and shall not deviate from true line by more than 6 mm (1/4 inch) at any point. Do not remove forms until removal will not result in damaged concrete or at such time to facilitate finishing. Clean and oil forms each time they are used.
- C. The Contractor's Registered Professional Land Surveyor specified in Section, GENERAL CONDITIONS shall establish and control the alignment and grade elevations of the forms or concrete slipforming machine operations. Make necessary corrections to forms immediately before placing concrete. When any form has been disturbed or any subgrade or subbase has become unstable, reset and recheck the form before placing concrete.

### **3.4 EQUIPMENT**

- A. The Resident Engineer shall approve equipment and tools necessary for handling materials and performing all parts of the work prior to commencement of work.
- B. Maintain equipment and tools in satisfactory working condition at all times.

### **3.5 PLACING REINFORCEMENT**

- A. Reinforcement shall be free from dirt, oil, rust, scale or other substances that prevent the bonding of the concrete to the reinforcement.
- B. Before the concrete is placed, the Resident Engineer shall approve the reinforcement which shall be accurately and securely fastened in place with suitable supports and ties. The type, amount, and position of the reinforcement shall be as shown.

### **3.6 PLACING CONCRETE - GENERAL**

- A. Obtain approval of the Resident Engineer before placing concrete.
- B. Remove debris and other foreign material from between the forms before placing concrete.  
Obtain approval of the Resident Engineer before placing concrete.
- C. Before the concrete is placed, uniformly moisten the subgrade, base or subbase appropriate , avoiding puddles of water.
- D. Convey concrete from mixer to final place of deposit by a method which will prevent segregation or loss of ingredients. Deposit concrete so that it requires as little handling as possible.
- E. While being placed, spade or vibrate and compact the concrete with suitable tools to prevent the formation of voids or honeycomb pockets. Vibrate concrete well against forms and along joints. Over-vibration or manipulation causing segregation will not be permitted. Place concrete continuously between joints without bulkheads.
- F. Install a construction joint whenever the placing of concrete is suspended for more than 30 minutes and at the end of each day's work.
- G. Workmen or construction equipment coated with foreign material shall not be permitted to walk or operate in the concrete during placement and finishing operations.

### **3.7 PLACING CONCRETE FOR CURB AND GUTTER, PEDESTRIAN PAVEMENT, AND EQUIPMENT PADS**

- A. Place concrete in the forms in one layer of such thickness that, when compacted and finished, it will conform to the cross section as shown.
- B. Deposit concrete as near to joints as possible without disturbing them but do not dump onto a joint assembly.
- C. After the concrete has been placed in the forms, use a strike-off guided by the side forms to bring the surface to the proper section to be compacted.
- D. Consolidate the concrete thoroughly by tamping and spading, or with approved mechanical finishing equipment.
- E. Finish the surface to grade with a wood or metal float.

### **3.8 PLACING CONCRETE FOR VEHICULAR PAVEMENT**

- A. Deposit concrete into the forms as close as possible to its final position.
- B. Place concrete rapidly and continuously between construction joints.
- C. Strike off concrete and thoroughly consolidate by a finishing machine, vibrating screed, or by hand-finishing.
- D. Finish the surface to the elevation and crown as shown.
- E. Deposit concrete as near the joints as possible without disturbing them but do not dump onto a joint assembly. Do not place adjacent lanes without approval by the Resident Engineer.

### **3.9 CONCRETE FINISHING - GENERAL**

- A. The sequence of operations, unless otherwise indicated, shall be as follows:
  - 1. Consolidating, floating, straight-edging, troweling, texturing, and edging of joints.
  - 2. Maintain finishing equipment and tools in a clean and approved condition.

### **3.10 CONCRETE FINISHING CURB AND GUTTER**

- A. Round the edges of the gutter and top of the curb with an edging tool to a radius of 6mm (1/4 inch) or as otherwise detailed.
- B. Float the surfaces and finish with a smooth wood or metal float until true to grade and section and uniform in textures.
- C. Finish the surfaces, while still wet, with a bristle type brush with longitudinal strokes.
- D. Immediately after removing the front curb form, rub the face of the curb with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. Brush the surface, while still wet, in the same manner as the gutter and curb top.
- E. Except at grade changes or curves, finished surfaces shall not vary more than 3 mm (1/8 inch) for gutter and 6 mm (1/4 inch) for top and face of curb, when tested with a 3000 mm (10 foot) straightedge.
- F. Remove and reconstruct irregularities exceeding the above for the full length between regularly scheduled joints.
- G. Correct any depressions which will not drain.
- H. Visible surfaces and edges of finished curb, gutter, and combination curb and gutter shall be free of blemishes, form marks, and tool marks, and shall be uniform in color, shape, and appearance.

### **3.11 CONCRETE FINISHING PEDESTRIAN PAVEMENT**

- A. Walks, Grade Slabs, Lawn Mower Crossings, Wheelchair Curb Ramps, Terraces:



1. Finish the surfaces to grade and cross section with a metal float, trowled smooth and finished with a broom moistened with clear water.
2. Brooming shall be transverse to the line of traffic.
3. Finish all slab edges, including those at formed joints, carefully with an edger having a radius as shown on the Drawings.
4. Unless otherwise indicated, edge the transverse joints before brooming. The brooming shall eliminate the flat surface left by the surface face of the edger. Execute the brooming so that the corrugation, thus produced, will be uniform in appearance and not more than 2 mm (1/16 inch) in depth.
5. The completed surface shall be uniform in color and free of surface blemishes, form marks, and tool marks. The finished surface of the pavement shall not vary more than 5 mm (3/16 inch) when tested with a 3000 mm (10 foot) straightedge.
6. The thickness of the pavement shall not vary more than 6 mm (1/4 inch).
7. Remove and reconstruct irregularities exceeding the above for the full length between regularly scheduled joints.

### **3.12 CONCRETE FINISHING VEHICULAR PAVEMENT**

- A. Accomplish longitudinal floating with a longitudinal float not less than 3000 mm (10 feet) long and 150 mm (6 inches) wide, properly stiffened to prevent flexing and warping. Operate the float from foot bridges in a sawing motion parallel to the direction in which the pavement is being laid from one side of the pavement to the other and advancing not more than half the length of the float.
- B. After the longitudinal floating is completed, but while the concrete is still plastic, eliminate minor regularities in the pavement surfaces by means of metal floats, 1500 mm (5 feet) in length, and straightedges, 3000 mm (10 feet) in length. Make the final finish with the straightedges which shall be used to float the entire pavement surface.
- C. Test the surface for trueness with a 3000 mm (10 foot) straightedge held in successive positions parallel and at right angles to the direction in which the pavement is being laid and the entire area covered as necessary to detect variations. Advance the straightedge along the pavement in successive stages of not more than one half the length of the straightedge. Correct all irregularities and refinish the surface.
- D. The finished surface of the pavement shall not vary more than 6 mm (1/4 inch) in both longitudinal and transverse directions when tested with a 3000 mm (10 foot) straightedge.
- E. The thickness of the pavement shall not vary more than 6 mm (1/4 inch).

- F. When most of the water glaze or sheen has disappeared and before the concrete becomes nonplastic, give the surface of the pavement a broomed finish with an approved fiber broom not less than 450 mm (18 inches) wide. Pull the broom gently over the surface of the pavement from edge to edge. Brooming shall be transverse to the line of traffic and so executed that the corrugations thus produced will be uniform in character and width, and not more than 3 mm (1/8 inch) in depth. Carefully finish the edge of the pavement along forms and at the joints with an edging tool. The brooming shall eliminate the flat surface left by the surface face of the edger.
- G. The finish surfaces of new and existing abutting pavements shall coincide at their juncture.

### **3.14 JOINTS - GENERAL**

- A. Place joints, where shown, conforming to the details as shown, and perpendicular to the finished grade of the concrete surface.
- B. Joints shall be straight and continuous from edge to edge of the pavement.

### **3.15 CONTRACTION JOINTS**

- A. Cut joints to depth as shown with a grooving tool or jointer of a radius as shown or by sawing with a blade producing the required width and depth.
- B. Construct joints in curbs and gutters by inserting 3 mm (1/8 inch) steel plates conforming to the cross sections of the curb and gutter.
- C. Plates shall remain in place until concrete has set sufficiently to hold its shape and shall then be removed.
- D. Finish edges of all joints with an edging tool having the radius as shown.
- E. Score pedestrian pavement with a standard grooving tool or jointer.

### **3.16 EXPANSION JOINTS**

- A. Use a preformed expansion joint filler material of the thickness as shown to form expansion joints.
- B. Material shall be full depth of concrete, cut and shaped to the cross section as shown, except that top edges of joint filler shall be below the finished concrete surface where shown to allow for sealing.
- C. Anchor with approved devices to prevent displacing during placing and finishing operations.
- D. Round the edges of joints with an edging tool.
- E. Form expansion joints without dowels about structures and features that project through, into, or against any site work concrete construction, using joint filler of the type, thickness, and width as shown, and installed in such a manner as to form a complete, uniform separation between the structure and the site work concrete item.

### **3.17 CONSTRUCTION JOINTS**

- A. Locate longitudinal and transverse construction joints between slabs of vehicular pavement as shown.
- B. Place transverse construction joints of the type shown, where indicated and whenever the placing of concrete is suspended for more than 30 minutes.
- C. Use a butt-type joint with dowels in curb and gutter if the joint occurs at the location of a planned joint.
- D. Use keyed joints with tiebars if the joint occurs in the middle third of the normal curb and gutter joint interval.
- E. In forming construction joints, carefully form a definite groove at the top, to the depth and width shown, to provide a recess for joint sealing material and to prevent any overhang onto concrete already in place. Install keyed joints and reinforcement as shown.

### **3.18 FORM REMOVAL**

- A. Forms shall remain in place at least 12 hours after the concrete has been placed. Remove forms without injuring the concrete.
- B. Do not use bars or heavy tools against the concrete in removing the forms. Promptly repair any concrete found defective after form removal.

### **3.19 SEALING JOINTS**

- A. At the end of the curing, carefully clean and fill joints with joint sealer as shown.
- B. The concrete at the joint shall be surface dry and the ambient temperature shall be above 50°F at the time of application. The joint sealer shall not spill over the joint onto adjacent surface.
- C. Refill joints where necessary before final acceptance. Do not seal joints of pedestrian pavement.

### **3.20 CURING OF CONCRETE**

- A. Cure concrete by one of the following methods appropriate to the weather conditions and local construction practices, against loss of moisture, and rapid temperature changes for at least seven days from the beginning of the curing operation. Protect unhardened concrete from rain and flowing water. All equipment needed for adequate curing and protection of the concrete shall be on hand and ready to install before actual concrete placement begins. Provide protection as necessary to prevent cracking of the pavement due to temperature changes during the curing period. If any selected method of curing does not afford the proper curing and protection against concrete cracking, remove and replace the damaged pavement and employ another method of curing as directed by the Resident Engineer.

- B. Burlap Mat: Provide a minimum of two layers kept saturated with water for the curing period. Mats shall overlap each other at least 150 mm (6 inches).
- C. Impervious Sheeting: Use waterproof paper, polyethylene-coated burlap, or polyethylene sheeting. Polyethylene shall be at least 0.1 mm (4 mils) in thickness. Wet the entire exposed concrete surface with a fine spray of water and then cover with the sheeting material. Sheets shall overlap each other at least 300 mm (12 inches). Securely anchor sheeting.
- D. Liquid Membrane Curing: Apply pigmented membrane-forming curing compound in two coats at right angles to each other at a rate of 5 m<sup>2</sup>/L (200 square feet per gallon) for both coats. Do not allow the concrete to dry before the application of the membrane. Cure joints designated to be sealed by inserting moistened paper or fiber rope or covering with waterproof paper prior to application of the curing compound, in a manner to prevent the curing compound entering the joint. Immediately re-spray any area covered with curing compound and damaged during the curing period.

### **3.21 CLEANING**

After completion of the curing period, remove the curing material (other than liquid membrane), sweep the concrete clean, and, after removal of all foreign matter from the joints, seal joints as herein specified. Clean the entire concrete of all debris and construction equipment as soon as curing and sealing of joints has been completed.

### **3.22 PROTECTION**

The contractor shall protect the concrete against all damage prior to final acceptance by the Government. Remove concrete containing excessive cracking, fractures, spalling, or other defects and reconstruct the entire section between regularly scheduled joints, when directed by the Resident Engineer, and at no additional cost to the Government. Exclude traffic from vehicular pavement until the concrete is at least seven days old, or for a longer period of time if so directed by the Resident Engineer.

### **3.23 FINAL CLEAN-UP**

Remove all debris, rubbish and excess material from the Station.

END OF SECTION

## **SECTION 02580**

### **PAVEMENT MARKINGS**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Related Sections:
  - 1. 02511 - Asphalt Concrete Paving
  - 2. 02512 - Asphalt Milling and Resurfacing

##### **1.02 REFERENCE**

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest Edition.
  - 1. Delete the basis of payment and other pay measurement requirements from FDOT specifications.
  - 2. Payment for work specified in this section will be included as part of lump sum bid for entire project.
- B. Manual on Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Transportation, Federal Highway Administration, Latest Edition.
- C. Broward County Traffic Engineering Department and Engineering Standards.

##### **1.03 SUBMITTALS**

- A. Submit for review before starting work, paint tests, as specified in Section 971 of FDOT Specifications and as applicable to specified material.

##### **1.04 QUALITY ASSURANCE**

- A. Perform work in a neat and accurate manner.
- B. All equipment shall be of a type and design that will readily obtain the required uniformity of application of the pavement markings both as to thickness of coating and alignment.

##### **1.05 MAINTENANCE**

- A. Spare Paint: Provide the Owner with a minimum of 5 gallons of traffic paint from the same batch used in application of pavement markings. Also provide paint specifications and the manufacturer's identification number of the paint used.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Traffic Paint: According to requirements as specified in Section 971-12 of the FDOT Specifications and colors indicated on Drawings.

## **PART 3 - EXECUTION**

### **3.01 INSPECTION**

- A. Do not proceed with the work of this section until conditions detrimental to the proper and timely completion of the work have been corrected in an acceptable manner.

### **3.02 APPLICATION**

- A. Time of Application: Painting shall be done only during daylight hours and, as far as practical, shall be terminated in time to allow sufficient drying by sunset.
- B. Weather Limitations: No paint shall be applied when any moisture is present on the surface to be painted or when the air temperature is below 40 degrees F. Painting shall not be done when winds are sufficient to cause spray dust.
- C. Preparation of Surface to be Painted: The surface to be painted shall be cleaned by compressed air or other effective means immediately before the start of painting. Surface shall be clean and dry when the paint is applied. Any vegetation or loose soil shall be removed from the pavement before striping is begun.
- D. Mixing Paint: The paint shall be thoroughly mixed before it is poured into the painting machine and no thinning of the paint in the machine will be allowed. Before the start of each day's work the paint container, the connections and the spray nozzles on the machine shall be thoroughly cleaned with a suitable cleaner.
- E. Paint Application: The traffic markings shall be of the specified dimensions with clean, true edges and without sharp breaks in the alignment. A uniform coating of paint shall be obtained and the finished markings shall contain no light spots or paint skips. Any stripes not having a uniform, satisfactory appearance, both day and night, shall be corrected.
- F. Rate of Paint Application: The minimum rate of application for paint shall be as follows:
  - 1. Six inch solid strips: 25 gallons per mile.
  - 2. Any other width stripe or markings: A direct proportion of the above.
- G. Required Film Thickness: The minimum wet film thickness for all painted areas shall be 15 mils.
- H. Alignment of Strips: Where a stripe deviates from the correct alignment, as indicated by the string line, by more than one inch in any 20-foot length, it shall be obliterated and the stripe corrected as specified in paragraph "Corrective Measures".

### **3.03 PROTECTION**

- A. Protection of Stripes: All newly painted stripes, or other markings, shall be protected until the paint is sufficiently dry to allow vehicles to cross the marking without damage from the tires.
- B. Repair of Damaged Areas: Any portions of the stripes damaged by passing traffic or from and other cause shall be repainted at the Contractor's expense.

### **3.04 DIMENSION AND ALIGNMENT TOLERANCE**

- A. Dimensions: No marking shall be less than the specified width. No markings shall exceed the specified width by more than 1/2". Alignment tolerances shall be as specified here in before.
- B. Correction Rates: Any corrections of variation in the width of in the alignment of stripes shall not be made abruptly, but the stripes shall be returned to the design width at the rate of at least 10 feet for each 1/2" of correction.

### **3.05 CORRECTIVE MEASURES**

- A. Painted markings failing to meet the specifications, including the permissible tolerances and the appearance requirements, or are marred, damaged by traffic, or from other causes, shall be corrected at the Contractor's expense. Drip and spattered paint shall be removed. Whenever it is necessary to remove paint it shall be done by means that will not damage the underlying surface of the pavement. When necessary to correct a deviation that exceeds the permissible tolerance in alignment, that portion of the stripe affected shall be removed and repainted according to these specifications.
- B. Corrective Devices: Misalignment, defective surfaces, etc., shall be corrected by chemical agents, or by any other type of mechanical device that will effectively remove the paint without damage to the pavement surface, or prevent the reapplication of markings.

END OF SECTION

**SECTION 02630**  
**STORM DRAINAGE**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes storm drainage outside the building.
- B. Related Sections include the following:
  - 1. Division 3 Section "Cast-in-Place Concrete" for concrete structures.

**1.3 DEFINITIONS**

- A. PE: Polyethylene plastic
- B. HP – High performance polypropylene plastic
- C. PVC: Polyvinyl chloride plastic.

**1.4 PERFORMANCE REQUIREMENTS**

- A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.

**1.5 SUBMITTALS**

- A. Product Data: For the following:
  - 1. Backwater valves, cleanouts, and drains.
- B. Shop Drawings: Include plans, elevations, details, and attachments for the following:
  - 1. Precast concrete manholes and other structures, including frames, covers, and grates.
  - 2. Cast-in-place concrete manholes and other structures, including frames, covers, and grates.



## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic structures, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

## 1.7 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.
- B. Deleted.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions. No utility interruptions are allowed without the Owner's written permission.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Gray-Iron Backwater Valves, Cleanouts, and Drains:
    - a. ADS Inc
    - b. Josam Co.
    - c. McWane, Inc.; Tyler Pipe; Wade Div.
    - d. MIFAB.
    - e. Smith: Jay R. Smith Mfg. Co.
    - f. Watts Industries, Inc.; Ancon Drain Div.
    - g. Watts Industries, Inc.; Enpoco, Inc. Div.
    - h. Zurn Industries, Inc.; Hydromechanics Div.
  - 2. PVC Backwater Valves and Cleanouts:
    - a. ADS Inc
    - b. Canplas, Inc.
    - c. IPS Corp.
    - d. NDS, Inc.
    - e. Plastic Oddities, Inc.
    - f. Sioux Chief Manufacturing Co., Inc.

## 2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

## 2.3 PIPES AND FITTINGS

- A. Ductile-Iron Sewer Pipe: ASTM A 746, for push-on joints.
  - 1. Standard-Pattern, Ductile-Iron Fittings: AWWA C110, ductile or gray iron, for push-on joints.
  - 2. Compact-Pattern, Ductile-Iron Fittings: AWWA C153, for push-on joints.
  - 3. Gaskets: AWWA C111, rubber.
- B. Ductile-Iron Culvert Pipe: ASTM A 716, for push-on joints.
  - 1. Standard-Pattern, Ductile-Iron Fittings: AWWA C110, ductile or gray iron, for push-on joints.
  - 2. Gaskets: AWWA C111, rubber.
- C. Corrugated-Steel Pipe: ASTM A 760/A 760M, Type I, made from ASTM A 929/A 929M, zinc-coated steel sheet for banded joints.
  - 1. Fittings: Fabricated to types indicated and according to same standards as pipe.
  - 2. Connecting Bands: Standard couplings made for corrugated-steel pipe to form soiltight joints.
  - 3. Pipe shall have full bituminous coating and paved invert conforming to the requirements of AASHTO M190.
- D. PVC Sewer Pipe and Fittings: According to the following:
  - 1. PVC Sewer Pipe and Fittings, NPS 15 and Smaller: ASTM D 3034, SDR 35, for solvent-cemented or gasketed joints.
    - a. Gaskets: ASTM F 477, elastomeric seals.
- E. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, Class III, Wall B, for gasketed joints.
  - 1. Gaskets: ASTM C 443, rubber.

## 2.4 SPECIAL PIPE COUPLINGS AND FITTINGS

- A. Sleeve-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric sleeve and band assembly fabricated to mate with OD of pipes to be joined, for nonpressure joints.
  - 1. Sleeve Material for Concrete Pipe: ASTM C 443, rubber.
  - 2. Sleeve Material for Cast-Iron Soil Pipe: ASTM C 564, rubber.
  - 3. Sleeve Material for Plastic Pipe: ASTM F 477, elastomeric seal.
  - 4. Sleeve Material for Dissimilar Pipe: Compatible with pipe materials being joined.
  - 5. Bands: Stainless steel, at least one at each pipe insert.

- B. Bushing-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric bushing fabricated to mate with OD of smaller pipe and ID of adjoining larger pipe, for nonpressure joints.
  - 1. Material for Concrete Pipe: ASTM C 443, rubber.
  - 2. Material for Cast-Iron Soil Pipe: ASTM C 564, rubber.
  - 3. Material for Plastic Pipe: ASTM F 477, elastomeric seal.
  - 4. Material for Dissimilar Pipe: Compatible with pipe materials being joined.
- C. Pressure-Type Pipe Couplings: AWWA C219, iron-body sleeve assembly matching OD of pipes to be joined, with AWWA C111 rubber gaskets, bolts, and nuts. Include PE film, pipe encasement.
- D. Ductile-Iron, Flexible Expansion Joints: Compound fitting with combination of flanged and mechanical-joint ends complying with AWWA C110 or AWWA C153. Include two gasketed ball-joint sections and one or more gasketed sleeve sections, rated for 250-psig minimum working pressure and for offset and expansion indicated. Include PE film, pipe encasement.
- E. Ductile-Iron Deflection Fittings: Compound coupling fitting with ball joint, flexing section, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include rating for 250-psig minimum working pressure and for up to 15 degrees deflection. Include PE film, pipe encasement.
- F. Ductile-Iron Expansion Joints: Three-piece assembly of telescoping sleeve with gaskets and restrained-type, ductile-iron, bell-and-spigot end sections complying with AWWA C110 or AWWA C153. Include rating for 250-psig minimum working pressure and for expansion indicated. Include PE film, pipe encasement.

## 2.5 PE FILM, PIPE ENCASEMENT

- A. ASTM A 674 or AWWA C105; PE film, tube, or sheet; 8-mil thickness.

## 2.6 MANHOLES

- A. Normal-Traffic Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
  - 1. Diameter: 48 inches minimum, unless otherwise indicated.
  - 2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
  - 3. Base Section: 6-inch minimum thickness for floor slab and 5-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
  - 4. Riser Sections: 5-inch minimum thickness, and lengths to provide depth indicated.
  - 5. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
  - 6. Gaskets: ASTM C 443, rubber.
  - 7. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch diameter frame and cover.
  - 8. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage

- off step. Cast or anchor into base, riser, and top section sidewalls with steps at 12 inch intervals.
  - 9. Steps: ASTM C 478, individual steps or ladder.
  - 10. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- B. Cast-in-Place Concrete Manholes: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated.
- 1. Ballast: Increase thickness of concrete, as required to prevent flotation.
  - 2. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch diameter frame and cover.
  - 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12 inch intervals.
  - 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12 inch intervals.
- C. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.
- D. Masonry units, brick or concrete masonry units, shall not be utilized as riser sections, rings or leveling material.

## 2.7 CATCH BASINS

- A. Normal-Traffic, Precast Concrete Catch Basins: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
- 1. Base Section: 6-inch minimum thickness for floor slab and 5-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
  - 2. Riser Sections: 5-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
  - 3. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
  - 4. Gaskets: ASTM C 443, rubber.
  - 5. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch diameter frame and grate.
  - 6. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into base, riser, and top section sidewalls at 12 inch intervals.
  - 7. Steps: ASTM C 478, individual steps or ladder.
  - 8. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.

- B. Cast-in-Place Concrete, Catch Basins: Construct of reinforced concrete; designed according to ASTM C 890 for structural loading; of depth, shape, dimensions, and appurtenances indicated.
  - 1. Bottom, Walls, and Top: Reinforced concrete.
  - 2. Channels and Benches: Concrete.
  - 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into sidewalls at 12 inch intervals.
  - 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12 inch intervals.
- C. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include flat grate with small square or short-slotted drainage openings.
  - 1. Size: 24 by 24 inches minimum, unless otherwise indicated.
  - 2. Grate Free Area: Approximately 50 percent, unless otherwise indicated.
- D. Masonry units, brick or concrete masonry units, shall not be utilized as riser sections, rings or leveling material.

## 2.8 STORMWATER INLETS

- A. Curb Inlets: Vertical curb opening, of materials and dimensions indicated.
- B. Gutter Inlets: Horizontal gutter opening, of materials and dimensions indicated. Include heavy-duty frames and grates.
- C. Combination Inlets: Vertical curb and horizontal gutter openings, of materials and dimensions indicated. Include heavy-duty frames and grates.
- D. Frames and Grates: Dimensions, opening pattern, free area, and other attributes indicated.
  - 1. Material: ASTM A 536, Grade 60-40-18 minimum, ductile-iron casting.
  - 2. Material: ASTM A 48, Class 30 minimum, gray-iron casting.
  - 3. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

## 2.9 STORMWATER DETENTION STRUCTURES

- A. Cast-in-Place Concrete, Stormwater Detention Structures: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated.
  - 1. Ballast: Increase thickness of concrete, as required to prevent flotation.
  - 2. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch diameter frame and cover.

3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12 inch intervals.
  4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12 inch intervals.
- B. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.

## 2.10 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:
1. Cement: ASTM C 150, Type II.
  2. Fine Aggregate: ASTM C 33, sand.
  3. Coarse Aggregate: ASTM C 33, crushed gravel.
  4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water-cementitious ratio.
1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
  2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.
- C. Structure Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water-cementitious ratio.
1. Include channels and benches in manholes.
    - a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
      - 1) Invert Slope: as noted on the drawings.
    - b. Benches: Concrete, sloped to drain into channel.
      - 1) Slope: 8 percent.
  2. Include channels in catch basins.
    - a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
      - 1) Invert Slope: as noted on the drawings.
- D. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water-cementitious ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

## 2.11 CLEANOUTS

- A. Gray-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug. Use units with top-loading classifications according to the following applications:
1. Light Duty: In earth or grass foot-traffic areas.
  2. Medium Duty: In paved foot-traffic areas.
  3. Heavy Duty: In vehicle-traffic service areas.
  4. Extra-Heavy Duty: In roads.
  5. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.
- B. PVC Cleanouts: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

## 2.12 DRAINS

- A. Gray-Iron Area Drains: ASME A112.21.1M, round, gray-iron body with anchor flange and round, secured, gray-iron grate. Include bottom outlet with inside calk or spigot connection, of sizes indicated. Use units with top-loading classifications according to the following applications:
1. Medium Duty: In paved foot-traffic areas.
  2. Heavy Duty: In vehicle-traffic service areas.
- B. Gray-Iron Trench Drains: ASME A112.21.1M, 6-inch wide top surface, rectangular body with anchor flange or other anchoring device, and rectangular, secured grate. Include units of total lengths indicated and number of bottom outlets with inside calk or spigot connections, of sizes indicated. Use units with top-loading classifications according to the following applications:
1. Medium Duty: In paved foot-traffic areas.
  2. Heavy Duty: In vehicle-traffic service areas.
  3. Extra-Heavy Duty: In roads.
- C. Steel Trench Drains: Fabricated from ASTM A 242/A 242M steel plate, to form rectangular body with uniform bottom slope of 2 percent down toward outlet, anchor flange, and grate. Include units of total lengths indicated, bottom outlet of size indicated, outlet strainer, and acid-resistant enamel coating on inside and outside surfaces. Include grate openings with total free area at least two times outlet cross-sectional area and with the following features:
1. Plate Thickness: 1/4 inch.
  2. Overall Width: 12-1/2 inches.
  3. Grate: 3-by-3/8-inch slots.
  4. Cover: Solid with diamond pattern, if indicated.

5. Weep holes in body and flashing clamping ring for units used with waterproof membrane.
6. See Division 15 – Plumbing Specialties for interior trench drain assemblies.

#### 2.13 PIPE OUTLETS

- A. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.
- B. Riprap Basins: Broken, irregular size and shape, graded stone.
  1. Average Size: NSA No. R-5, screen opening 6 inches.
- C. Filter Stone: NSA No. FS-2, No. 4 screen opening, average-size, graded stone.
- D. Energy Dissipators: NSA No. A-1, 3-ton average weight armor stone, unless otherwise indicated.

### PART 3 - EXECUTION

#### 3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 2 Section "Earthwork."

#### 3.2 IDENTIFICATION

- A. Materials and their installation are specified in Division 2 Section "Earthwork." Arrange for installing green warning tapes directly over piping and at outside edges of underground structures.
  1. Use warning tape or detectable warning tape over ferrous piping.
  2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

#### 3.3 PIPING APPLICATIONS

- A. General: Include watertight, silttight, or soiltight joints.
- B. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.
- C. Gravity-Flow Piping: Use the following:
  1. NPS 8 to NPS 15: Ductile-iron sewer pipe; standard-pattern, ductile-iron fittings; gaskets; and gasketed joints in NPS 8 to NPS 12. Use ductile-iron culvert pipe; standard-pattern, ductile-iron fittings; gaskets; and gasketed joints in NPS 14 to NPS 16.
  2. NPS 8 to NPS 15: Corrugated-steel pipe and fittings, connecting bands, and banded joints.



3. NPS 8 to NPS 15: Corrugated PE drainage tubing and fittings, silttight couplings, and coupled joints in NPS 8 and NPS 10. Use corrugated PE pipe and fittings, silttight couplings, and coupled joints in NPS 12 and NPS 15.
4. NPS 8 to NPS 15: PVC, SDR 35, sewer pipe and fittings, solvent-cemented joints, or gaskets and gasketed joints.
5. NPS 12 and NPS 15: Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints. Do not use nonreinforced pipe instead of reinforced concrete pipe in NPS 8 and NPS 10.
6. NPS 18 to NPS 36: Ductile-iron culvert pipe; standard-pattern, cast-iron or ductile-iron fittings; gaskets; and gasketed joints.
7. NPS 18 to NPS 36: Corrugated-steel pipe and fittings, connecting bands, and banded joints.
8. NPS 18 to NPS 36: PVC, ribbed drain pipe and fittings; gaskets; and gasketed joints.
9. NPS 18 to NPS 36: Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints.
10. NPS 18 to NPS 36: Reinforced-concrete arch pipe, sealing bands, and banded joints.
11. NPS 18 to NPS 36: Reinforced-concrete, elliptical pipe, Type HE, horizontal; sealing bands; and banded joints.
12. NPS 42 to NPS 120: Corrugated-steel pipe and fittings, connecting bands, and banded joints.
13. NPS 42 to NPS 144: Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints.

### 3.4 SPECIAL PIPE COUPLING AND FITTING APPLICATIONS

- A. Special Pipe Couplings: Use where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.
  1. Use the following pipe couplings for nonpressure applications:
    - a. Sleeve type to join piping, of same size, or with small difference in OD.
    - b. Increaser/reducer-pattern, sleeve type to join piping of different sizes.
    - c. Bushing type to join piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.
  2. Use pressure-type pipe couplings for force-main joints. Include PE film, pipe encasement.
- B. Special Pipe Fittings: Use where indicated. Include PE film, pipe encasement.

### 3.5 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions

for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.

- C. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- D. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.
  - 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
  - 2. Install piping with cover as noted on the drawings.
- F. Extend storm drainage piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.
- G. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or a combination of both.

### 3.6 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General: Join and install pipe and fittings according to installations indicated.
  - 1. Install PE film, pipe encasement over hubless cast-iron soil pipe and fittings according to ASTM A 674 or AWWA C105.
- B. Ductile-Iron Sewer Pipe with Ductile-Iron Fittings: According to AWWA C600.
  - 1. Install PE film, pipe encasement over ductile-iron sewer pipe and ductile-iron fittings according to ASTM A 674 or AWWA C105.
- C. Install with top surfaces of components, except piping, flush with finished surface.
- D. Corrugated-Steel Pipe: Join and install according to ASTM A 798. Use soiltight joints made with coupling bands and gaskets, unless otherwise indicated.
- E. PVC Pressure Pipe and Fittings: Join and install according to AWWA M23.
- F. PVC Sewer Pipe and Fittings: As follows:
  - 1. Join pipe and gasketed fittings with gaskets according to ASTM D 2321.
  - 2. Install according to ASTM D 2321.
- G. Concrete Pipe and Fittings: Install according to ACPA's "Concrete Pipe Installation Manual." Use the following seals:
  - 1. Round Pipe and Fittings: ASTM C 443, rubber gaskets.
- H. System Piping Joints: Make joints using system manufacturer's couplings, unless otherwise indicated.

- I. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and that fit both systems' materials and dimensions.

### 3.7 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Form continuous concrete channels and benches between inlets and outlet.
- C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere, unless otherwise indicated.
- D. Install precast concrete manhole sections with gaskets according to ASTM C 891.
- E. Construct cast-in-place manholes as indicated.

### 3.8 CATCH-BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

### 3.9 STORM DRAINAGE INLET AND OUTLET INSTALLATION

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Construct riprap of broken stone, as indicated.
- C. Install outlets that spill onto grade, anchored with concrete, where indicated.
- D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- E. Construct energy dissipators at outlets, as indicated.

### 3.10 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318 and ACI 350R.

### 3.11 DRAINAGE SYSTEM INSTALLATION

- A. Assemble and install components according to manufacturer's written instructions.
- B. Assemble and install stainless-steel drainage systems according to ASME A112.3.1 and manufacturer's written instructions.
- C. Install with top surfaces of components, except piping, flush with finished surface.

- D. Assemble channel sections to form slope down toward drain outlets. Use sealants, adhesives, fasteners, and other materials recommended by system manufacturer.
- E. Embed channel sections and drainage specialties in 4-inch minimum concrete around bottom and sides.
- F. Fasten grates to channel sections if indicated.
- G. Assemble trench sections with flanged joints.
- H. Embed trench sections and drainage specialties in 4-inch minimum concrete around bottom and sides.
- I. Make piping connections and install stainless-steel piping with gasketed joints between system components.

### 3.12 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extension from sewer pipe to cleanout at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
- B. Set cleanout frames and covers in earth in cast-in-place concrete block, per the details on the drawings. Set with tops at grade elevations noted on the drawings.
- C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

### 3.13 DRAIN INSTALLATION

- A. Install type of drains in locations indicated.
- B. Embed drains in 4-inch minimum depth of concrete around bottom and sides.
- C. Fasten grates to drains if indicated.
- D. Set drain frames and covers with tops flush with pavement surface.

### 3.14 TAP CONNECTIONS

- A. Make connections to existing piping and underground structures so finished Work complies as nearly as practical with requirements specified for new Work.
- B. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch overlap, with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
- C. Make branch connections from side into existing piping, NPS 4 to NPS 20. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye

with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.

- D. Make branch connections from side into existing piping, NPS 21 or larger, or to underground structures by cutting opening into existing unit large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall, unless otherwise indicated. On outside of pipe or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.
  - 1. Use concrete that will attain minimum 28-day compressive strength of 3000 psi, unless otherwise indicated.
  - 2. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.
- E. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

### 3.15 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
  - 1. Close open ends of piping with at least 8-inch thick, brick masonry bulkheads.
  - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
- B. Abandoned Structures: Excavate around structure as required and use one procedure below:
  - 1. Remove structure and close open ends of remaining piping.
  - 2. Remove top of structure down to at least 36 inches below final grade. Fill to within 12 inches of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
  - 3. Backfill to grade according to Division 2 Section "Earthwork."

### 3.16 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
  - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
  - 2. Place plug in end of incomplete piping at end of day and when work stops.
  - 3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.

- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
1. Submit separate reports for each system inspection.
  2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  4. Reinspect and repeat procedure until results are satisfactory.

END OF SECTION

## **SECTION 02935**

### **SODDING**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Related Sections:
  - 1. 01410 - Testing and Testing Laboratory Services.

##### **1.02 SUBMITTALS**

- A. A sample of sand and a sample of 80/20 sand and muck mixture shall be submitted to the Owner for approval before installation.

##### **1.03 QUALITY ASSURANCE**

- A. Sod Procurement: Comply with quarantine requirements concerning white fringed beetle and fire ants.

##### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Protect solid sod before, during, and after installation.
- B. Repair or replace damaged or rejected solid sod at no cost to the Owner.

##### **1.05 WARRANTY**

- A. Contractor is to replace, at no additional cost to the Owner, grass areas in unsightly or damaged condition, for 90 days after final completion. Replace dead grass at no additional cost to the Owner for one year.
  - 1. Irrigate the newly planted grass until final completion. Irrigation shall occur in sufficient quantity to insure the orderly establishment of the grass.
- B. Warrant sod for 90 days after final completion and the satisfactory conclusion of the maintenance period. Any grass that fails or dies within that period shall be replaced and replanted immediately without expense to the Owner. The Contractor shall not be held responsible for losses beyond his control arising from "Acts of Providence", acts of vandalism, or loss arising from documented neglect by the Owner to properly care for planting after final completion.
- C. Make periodic reviews of the grass, at no extra cost to the Owner, during the warranty period.
- D. At conclusion of the 1 year and 90-day warranty periods, the Owner will make a construction review to determine the condition of sodding. Sod that has died or, in the opinion of the Owner, is in an unhealthy or badly impaired condition for reasons other than vandalism, "Acts of

Providence", or documented neglect by the Owner, shall be replaced by the Contractor, except that replacement will not be required in any season definitely unfavorable for the kinds of sod involved.

## **1.06 MAINTENANCE**

- A. Maintain sod, starting at the time of planting and continuing for 90 calendar days after final completion.
- B. Maintain and protect sodding until end of maintenance period.
- C. Sodding Maintenance:
  - 1. Provide a complete maintenance cultural program until final completion.
  - 2. Cultural program shall consist of watering, fertilizing, mowing insect and disease control, and weed control.
    - a. Begin mowing program as soon as sod is firmly rooted. Mow sod with a rotary type mower a minimum of twice per month at a 3 inch mowing height. Mowing program shall include weed-eating and edging of beds, and along walks, curbs, and buildings.
  - 3. Final completion is contingent upon full coverage of the sodded area resulting in healthy, vigorous turf, free of insects, disease, and weeds.
  - 4. Contractor shall submit a written schedule for proposed maintenance of sodded areas.
- D. General Maintenance:
  - 1. Maintenance shall include watering, weeding, fertilizing, cultivating, spraying, adjustment of guying, staking, and pruning necessary to keep plant materials in a healthy vigorous growing condition and to keep planted areas neat and attractive.
  - 2. Provide equipment and means for proper application of water to those planted areas not provided with an irrigation system.
- E. Replacements:
  - 1. At the end of maintenance period, plant material shall be in a healthy growing condition.
  - 2. During maintenance period immediately replace any plants showing weakness and probability of failure with a new healthy plant of the same type and size, without additional cost to the Owner.
- F. Extension of Maintenance Period: Continue maintenance period, at no additional cost to the Owner, for additional 30 days after previously noted deficiencies have been corrected. Warranty extension period shall start upon acceptance of planting and at the end of the maintenance period.
- G. The Contractor shall conclude maintenance (exclusive of replacement within warranty period)



upon written acceptance of the Engineer at the end of the maintenance period or, as provided for above, at the end of the extended maintenance period.

H. Protection:

1. Irrigate the newly planted grass until final completion.
2. Planting area shall be kept weed free with a herbicide program until final completion.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Topsoil Mixture (By Volume): 80 percent fresh water sand (medium to coarse grade) and 20 percent inland glades muck thoroughly mixed with a commercial shredder/blender or equivalent.
1. Material shall be proportioned by volume rather than weight.
  2. Site mixing is not allowed.
  3. Sand shall be free of silt and sludge. Use unmixed sand for top dressing.
  4. Mixture shall be free of rocks greater than 1/2" in size, limbs, roots, and other deleterious matter.
  5. The Owner reserves the right to reject topsoil any time during the execution of work not meeting specifications.
- B. Solid Sod:
1. Bahia:
    - a. Strongly rooted and free of pernicious weeds, 1-1/2" minimum root structure, freshly dug, brought to the site and placed immediately.
    - b. Sod showing discoloration or wilting will be rejected.
  2. St. Augustine (where applicable). This is for residences that have established St. Augustine in their yard (Noted in general notes of plans, under bid item notes).

## **PART 3 - EXECUTION**

### **3.01 INSPECTION**

- A. Do not proceed with the work of this section until conditions detrimental to the proper and timely completion of the work have been corrected in an acceptable manner.

### **3.02 INSTALLATION OF SODDING**

- A. Install sod as soon as practical following placement and grading of topsoil mixture.
- B. Place Sod: Lift sod from trucks or storage piles and place by hand with closed joints and no overlapping.
  - 1. After laying, sprinkle sod thoroughly, and tamp sufficiently to incorporate sod with topsoil blanket and to insure tight joints between sections or strips.
  - 2. After laying, cover sod with sufficient top dressing to fill voids remaining and then thoroughly water to wash top dressing into sodded surface.
  - 3. Completed sod surface shall be true to finish grade indicated on plans, even and firm and shall, after settlement, be flush with top of abutting walks, paving, concrete borders, catch basins and the like.

END OF SECTION

## SECTION 03200

### CONCRETE REINFORCEMENT

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Provide concrete reinforcement where shown on the Drawings, as specified herein, and as needed for a complete and proper installation. No reinforcement permitted within the sidewalks.

##### 1.02 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- B. Related Sections:
  - 1. Section 03301 – “Cast-in-Place Concrete”.

##### 1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Comply with pertinent provisions of the following, except as may be modified herein.
  - 1. ACI 318: Building Code Requirements for Reinforced Concrete
  - 2. ACI 315: Manual of Standard Practice for Detailing Reinforced Concrete Structures
  - 3. ASTM A615: Standard Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
  - 4. ASTM A82: Standard Specifications for Steel Wire fabric for concrete reinforcement.
  - 5. ASTM A185: Standard Specifications for Welded Steel wire fabric for concrete reinforcement
  - 6. CRSI "Manual of Standard Practice".

##### 1.04 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340 “Submittals and Substitutions”.
- B. Product data: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
  - 1. Itemized list of materials proposed to be provided under this Section.
  - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
  - 3. Shop Drawings showing details of bars, anchors, and other items, if any, provided under this Section.

##### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent provisions of Section 01640 “Product Handling”.
- B. Delivery and Storage:

1. Use necessary precautions to maintain identification after bundles are broken.
2. Store in a manner to prevent excessive rusting and fouling with dirt, grease, and other bond-breaking coatings.

## PART 2 - PRODUCTS

### 2.01 REINFORCEMENT MATERIALS AND ACCESSORIES

- A. Bars:
  1. Provide deformed billet steel bars complying with ASTM A615, using grades shown on the Drawings.
  2. Where steel grades are not shown on the Drawings, use grade 60.
- B. Steel Wire:
  1. Comply with ASTM A82.
  2. For tie wire, comply with Fed Spec QQ-W-461, annealed steel, black, 16 gauge minimum.
- C. Welded Wire Fabric:
  1. Provide welded steel, complying with ASTM A185.
- D. Welding Electrodes:
  1. Comply with AWS A5.1, low hydrogen, E70 series.
- E. Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place:
  1. Use wire bar type supports complying with CRSI recommendations, unless otherwise shown on the Drawings.
  2. Do not use wood, brick, or other non-complying material.
  3. For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
  4. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with either hot-dip galvanized or plastic-protected legs.

### 2.02 FABRICATION

- A. General:
  1. Fabricate reinforcing bars to conform to the required shapes and dimensions, with fabrication tolerances complying with the CRSI Manual.
  2. In case of fabricating errors, do not straighten or rebend reinforcement in a manner that will weaken or injure the material.
  3. Reinforcement with any of the following defects will not be acceptable.
    - a. Bar lengths, depths, and/or bends exceeding the specified fabrication tolerances.
    - b. Bends or kinks not shown on the Drawings.
    - c. Bars with reduced cross-section due to excessive rusting or other cause.

## PART 3 - EXECUTION

### 3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

### 3.02 INSTALLATION

- A. General:
1. Comply with the specified standards for detail and method of placing reinforcement and supports, except as may be modified herein.
  2. Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
  3. Position, support, and secure reinforcement against displacement by formwork, construction, and concrete placing operations.
  4. Locate and support reinforcement by metal chairs, runners, bolsters, spacers and hangers, as required.
  5. Place reinforcement to obtain minimum coverage for concrete protection.
  6. Arrange, space, and securely tie bars and bar supports together with the specified tie wire.
  7. Set wire ties so twisted ends are directed away from exposed concrete surfaces.
- B. Install welded wire fabric in as long lengths as practicable, lapping adjoining pieces at least one full mesh, plus two inches, 12 inches, or as noted on the Drawings.
- C. Provide sufficient numbers of supports, and of strength sufficient to carry the reinforcement specified.
- D. Do not place reinforcing bars more than 2 inches beyond last leg of any continuous bar support.
- E. The minimum clear distance between parallel bars, except in columns, shall be equal to the nominal diameter of the bars. In no case shall the clear distance between bars be less than one inch, nor less than one and one-third times the maximum size of the coarse aggregate.
- F. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- G. Interior and exterior horizontal lapped corner bars shall be provided at all corners to match the size, type, and spacing of horizontal footing, or wall reinforcement.
- H. Concrete Protection for Reinforcement: The following minimum concrete cover shall be provided for reinforcement:
1. Concrete cast against and permanently exposed to earth..... 3 inches
  2. Concrete exposed to earth or weather:  
    #6 through #11 bars ..... 2 inches  
    #5 bar, W31 or D31 wire, and smaller..... 1-1/2 inches
  3. Concrete not exposed to weather or in contact with ground:  
    Slabs, walls, joists: #11 and smaller 1-inch
  4. The above protective coverings are minimum standards; however protective coverings shall not be less than required for fire-resistive ratings.
  5. The Contractor shall provide the necessary bolsters, chairs, concrete blocks, and miscellaneous reinforcement for the support of reinforcing. Steel wire bar supports used in slabs, beams, and columns shall be Class B, plastic-protected.

### 3.03 SPLICES

- A. Lap Splices:
  - 1. Tie securely with the specified wire to prevent displacement of splices during placement of concrete.
- B. Splice Devices:
  - 1. Obtain the Engineer's approval prior to using splice devices.
  - 2. Install in accordance with manufacturer's written instructions.
  - 3. Splice in a manner developing at least 125% of the yielding strength of the bar.
- C. Welding:
  - 1. Perform in accordance with AWS D1.4.
- D. Do not splice bars except at locations shown on the Drawings, except as otherwise specifically approved by the Engineer.
- E. In slabs, beams, and girders, splices in reinforcement at points of maximum stress shall be avoided wherever possible. Such splices where used shall be welded, lapped, or otherwise fully developed, but, in any case shall transfer the entire stress from bar to bar without exceeding the allowable bond and shear stresses. The minimum overlap for a lapped splice shall be 24 bar diameters, but not less than 12 inches. The clear distance between bars shall also apply to the clear distance from a contact splice and adjacent splices or bars.
- F. Splices in slabs or walls not shown in the plans shall be Class B contact lap splices.

### 3.04 TESTING

- A. Samples:
  - 1. Samples for physical tests of reinforcement will consist of at least two pieces, each 18 inches long, of each size of reinforcement steel, selected by the testing agency from material at the building site or at the fabricator's or supplier's yard.
  - 2. Material to be sampled at the building site shall have been delivered thereto at least 72 hours before it is needed.
- B. Test:
  - 1. Where samples are taken from bundles as delivered from the mill, with the bundles identified as to heat number, and provided mill analyses accompany the report, then one tensile test and one bend test will be made from a specimen of each ten tons or fraction thereof of each size of reinforcement steel.
  - 2. Where positive identification of the heat number cannot be made, or where random samples are taken, then one series of tests will be made from each 2-1/2 tons or fraction thereof of each size of reinforcement steel.

END OF SECTION

**SECTION 03301  
CAST-IN-PLACE CONCRETE**

**PART 1 - GENERAL**

**1.1 DESCRIPTION:**

This section specifies cast-in-place structural concrete and material and mixes for other concrete.

**1.2 RELATED WORK:**

- A. Materials testing and inspection during construction: Section 01410, TESTING LABORATORY SERVICES.
- B. Concrete roads, walks, and similar exterior site work: Section 02514, SITE WORK CONCRETE.

**1.3 TOLERANCES:**

- A. ACI 117.
- B. Slab Finishes: ACI 117, F-number method in accordance with ASTM E1155.

**1.4 REGULATORY REQUIREMENTS:**

- A. ACI 315 - Manual of Standard Practice for Detailing Reinforced Concrete Structures.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete.

**1.5 SUBMITTALS:**

- A. Submit in accordance with Section 01340, SAMPLES AND SHOP DRAWINGS.
- B. Concrete Mix Design.
- C. Shop Drawings: Reinforcing steel: Complete shop drawings.
- D. Manufacturer's Certificates: Air-entraining admixture, chemical admixtures, curing compounds.

**1.6 APPLICABLE PUBLICATIONS:**

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
- B. American Concrete Institute (ACI):
  - 117-90 .....Standard Tolerances for Concrete Construction and Materials
  - 301-96 .....Specification for Structural Concrete for Buildings
  - 305R-91 .....Hot Weather Concreting
  - 306R-88 .....Cold Weather Concreting
  - 315-92 .....Details and Detailing of Concrete Reinforcement
  - 318/318R-99 .....Building Code Requirements for Reinforced Concrete
  - 347R-94 .....Guide to Formwork for Concrete
- C. American Society For Testing And Materials (ASTM):

|                     |                                                                                                                                     |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| A185-97 .....       | Steel Welded Wire, Fabric, Plain for Concrete Reinforcement                                                                         |
| A615/A615M-96..     | Deformed and Plain Billet-Steel Bars for Concrete Reinforcement                                                                     |
| A996/A996M-98.....  | Standard Specification for Rail-Steel and Axle-Steel Deformed<br>Bars for Concrete Reinforcement                                    |
| C31/C31M-98 .....   | Making and Curing Concrete Test Specimens in the Field                                                                              |
| C33-99 .....        | Concrete Aggregates                                                                                                                 |
| C39/C39M-99 .....   | Compressive Strength of Cylindrical Concrete Specimens                                                                              |
| C94/C94M-00 .....   | Ready-Mixed Concrete                                                                                                                |
| C143/C143M-98 ..... | Slump of Portland Cement Concrete                                                                                                   |
| C150-99 .....       | Portland Cement                                                                                                                     |
| C171-97 .....       | Sheet Material for Curing Concrete                                                                                                  |
| C172-99 .....       | Sampling Freshly Mixed Concrete                                                                                                     |
| C173-94(E1-95).     | Air Content of Freshly Mixed Concrete by the Volumetric Method                                                                      |
| C192/C192M-98 ..... | Making and Curing Concrete Test Specimens in the Laboratory                                                                         |
| C231-97 .....       | Air Content of Freshly Mixed Concrete by the Pressure Method                                                                        |
| C260-98 .....       | Air-Entraining Admixtures for Concrete                                                                                              |
| C330-99 .....       | Lightweight Aggregates for Structural Concrete                                                                                      |
| C494/C494M-99 ..... | Chemical Admixtures for Concrete                                                                                                    |
| D1751-99.           | Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction<br>(Non-extruding and Resilient Bituminous Types) |
| D4397-96 .....      | Polyethylene Sheeting for Construction, Industrial and<br>Agricultural Applications                                                 |
| E1155-96.....       | Standard Test Method for Determining Floor Flatness and<br>Levelness Using the F Number System                                      |

## **PART 2 – PRODUCTS**

### **2.1 FORMS:**

Wood, plywood, metal, or other materials, approved by Resident Engineer, of grade or type suitable to obtain type of finish specified.

### **2.2 MATERIALS:**

A. Portland Cement: ASTM C150, Type I or II.



- B. Coarse Aggregate: ASTM C33, Size 67. Size 467 may be used for footings and walls over 300 mm (12 inches) thick. Coarse aggregate for applied topping shall be Size 7.
- C. Fine Aggregate: ASTM C33.
- D. Lightweight Aggregate for Structural Concrete: ASTM C330, Table 1
- E. Mixing Water: Fresh, clean, and potable.
- F. Air-Entraining Admixture: ASTM C260.
- G. Chemical Admixtures: ASTM C494.
- H. Vapor Barrier: ASTM D4397, 0.15 mm (6 mil).
- I. Reinforcing Steel: ASTM A615 or ASTM A996, deformed. See structural drawings for grade.
- J. Welded Wire Fabric: ASTM A185.
- K. Expansion Joint Filler: ASTM D1751.
- L. Sheet Materials for Curing Concrete: ASTM C171.
- M. Abrasive Aggregates: Aluminum oxide grains or emery grits.
- N. Liquid Densifier/Sealer: 100 percent active colorless aqueous silicate solution.
- O. Grout, Non-Shrinking: Premixed ferrous or non-ferrous, mixed and applied in accordance with manufacturer's recommendations. Grout shall show no settlement or vertical drying shrinkage at 3 days or thereafter based on initial measurement made at time of placement, and produce a compressive strength of at least 35mpa (5000 psi) at 3 days.

## **2.3 MIXES:**

- A. Design of concrete mixes using materials specified shall be the responsibility of the Contractor as set forth under Option C of ASTM C94.
- B. Compressive strength at 28 days shall be not less than 3000 psi.
- C. Establish strength of concrete by testing prior to beginning concreting operation. Test consists of average of three cylinders made and cured in accordance with ASTM C192 and tested in accordance with ASTM C39.
- D. Maximum slump for vibrated concrete is 100 mm (4 inches) tested in accordance with ASTM C143.
- E. Cement and water factor (See Table I):

**TABLE I - CEMENT AND WATER FACTORS FOR CONCRETE**

| Concrete: Strength                  | Non-Air-Entrained                            |                            | Air-Entrained                                   |                            |
|-------------------------------------|----------------------------------------------|----------------------------|-------------------------------------------------|----------------------------|
| Min. 28 Day Comp. Str.<br>MPa (psi) | Min. Cement<br>kg/m <sup>3</sup> (lbs/c. yd) | Max. Water<br>Cement Ratio | Min. Cement<br>kg/m <sup>3</sup> (lbs/c.<br>yd) | Max. Water<br>Cement Ratio |
| 35 (5000) <sup>1,3</sup>            | 375 (630)                                    | 0.45                       | 385 (650)                                       | 0.40                       |
| 30 (4000) <sup>1,3</sup>            | 325 (550)                                    | 0.55                       | 340 (570)                                       | 0.50                       |
| 25 (3000) <sup>1,3</sup>            | 280 (470)                                    | 0.65                       | 290 (490)                                       | 0.55                       |
| 25 (3000) <sup>1,2</sup>            | 300 (500)                                    | *                          | 310 (520)                                       | *                          |

- F. Air-entrainment is required for all exterior concrete and as required for Section, SITE WORK CONCRETE. Air content shall conform to the following tables:

**TABLE I - TOTAL AIR CONTENT  
FOR VARIOUS SIZES OF COARSE AGGREGATES (NORMAL CONCRETE)**

| Nominal Maximum Size of<br>Coarse Aggregate | Total Air Content<br>Percentage by Volume |
|---------------------------------------------|-------------------------------------------|
| 10 mm (3/8 in)                              | 6 to 10                                   |
| 13 mm (1/2 in)                              | 5 to 9                                    |
| 19 mm (3/4 in)                              | 4 to 8                                    |
| 25 mm (1 in)                                | 3 1/2 to 6 1/2                            |
| 40 mm (1 1/2 in)                            | 3 to 6                                    |

**TABLE II TOTAL AIR CONTENT  
AIR CONTENT OF LIGHTWEIGHT STRUCTURAL CONCRETE**

| Nominal Maximum Size of<br>Coarse Aggregate | Total Air Content<br>Percentage by Volume |
|---------------------------------------------|-------------------------------------------|
| Greater than 10 mm (3/8 in)                 | 4 to 8                                    |
| 10 mm (3/8 in) or less                      | 5 to 9                                    |

## 2.4 MIXING:

- A. Store, batch, and mix materials as specified in ASTM C94.
1. Job-Mixed: Concrete mixed at job site shall be mixed in a batch mixer in manner specified for stationary mixers in ASTM C94.

2. Ready-Mixed: Ready-mixed concrete comply with ASTM C94, except use of non-agitating equipment for transporting concrete to the site will not be permitted. With each load of concrete delivered to project, ready-mixed concrete producer shall furnish, in duplicate, certification as required by ASTM C94.
3. Mixing structural lightweight concrete: Charge mixer with 2/3 of total mixing water and all of the aggregate. Mix ingredients for not less than 30 seconds in a stationary mixer or not less than 10 revolutions at mixing speed in a truck mixer. Add remaining mixing water and other ingredients and continue mixing. Above procedure may be modified as recommended by aggregate producer.

## **PART 3 - EXECUTION**

### **3.1 FORMWORK:**

- A. Installation conform to ACI 347. Sufficiently tight to hold concrete without leakage, sufficiently braced to withstand vibration of concrete, and to carry, without appreciable deflection, all dead and live loads to which they may be subjected.
- B. Treating and Wetting: Treat or wet contact forms as follows:
  1. Coat plywood and board forms with non-staining form sealer. In hot weather cool forms by wetting with cool water just before concrete is placed.
  2. Clean and coat removable metal forms with light form oil before reinforcement is placed. In hot weather cool metal forms by thoroughly wetting with water just before placing concrete.
  3. Use sealer on reused plywood forms as specified for new material.
- C. Inserts, sleeves, and similar items: Flashing reglets, masonry ties, anchors, inserts, wires, hangers, sleeves, boxes for floor hinges and other items specified as furnished under this and other sections of specifications and required to be in their final position at time concrete is placed shall be properly located, accurately positioned and built into construction, and maintained securely in place.
- D. Construction Tolerances:
  1. Contractor is responsible for setting and maintaining concrete formwork to assure erection of completed work within tolerances specified to accommodate installation or other rough and finish materials. Remedial work necessary for correcting excessive tolerances is the responsibility of the Contractor. Erected work that exceeds specified tolerance limits shall be remedied or removed and replaced, at no additional cost to the Government.

2. Permissible surface irregularities for various classes of materials are defined as "finishes" in specification sections covering individual materials. They are to be distinguished from tolerances specified which are applicable to surface irregularities of structural elements.

### **3.2 REINFORCEMENT:**

Details of concrete reinforcement, unless otherwise shown, in accordance with ACI 318 and 315. Support and securely tie reinforcing steel to prevent displacement during placing of concrete.

### **3.3 VAPOR BARRIER:**

Except where membrane waterproofing is required, place interior concrete slabs on a continuous vapor barrier.

- A. Place 100 mm (4 inches) of fine granular fill over the vapor barrier to act as a blotter for concrete slab.
- B. Lap joints 150 mm (6 inches) and seal with a compatible pressure-sensitive tape.
- C. Patch punctures and tears.

### **3.4 PLACING CONCRETE:**

- A. Remove water from excavations before concrete is placed. Remove hardened concrete, debris and other foreign materials from interior of forms, and from inside of mixing and conveying equipment. Obtain approval of Resident Engineer before placing concrete. Provide screeds at required elevations for concrete slabs.
- B. Before placing new concrete on or against concrete which has set, existing surfaces shall be roughened and cleaned free from all laitance, foreign matter, and loose particles.
- C. Convey concrete from mixer to final place of deposit by method which will prevent segregation or loss of ingredients. Do not deposit in work concrete that has attained its initial set or has contained its water or cement more than 1 1/2 hours. Do not allow concrete to drop freely more than 1500 mm (5 feet) in unexposed work nor more than 900 mm (3 feet) in exposed work. Place and consolidate concrete in horizontal layers not exceeding 300 mm (12 inches) in thickness. Consolidate concrete by spading, rodding, and mechanical vibrator. Do not secure vibrator to forms or reinforcement. Vibration shall be carried on continuously with placing of concrete.
- D. Hot weather placing of concrete follow recommendations of ACI 305 to prevent problems in the manufacturing, placing, and curing of concrete that can adversely affect the properties and serviceability of the hardened concrete.
- E. Cold weather placing of concrete follow recommendations of ACI 306, to prevent freezing of thin sections less than 300 mm (12 inches) and to permit concrete to gain strength properly,

except that use of calcium chloride shall not be permitted without written approval from Resident Engineer.

### **3.5 PROTECTION AND CURING:**

Protect exposed surfaces of concrete from premature drying, wash by rain or running water, wind, mechanical injury, and excessively hot or cold temperature. Curing method shall be subject to approval by Resident Engineer.

### **3.6 FORM REMOVAL:**

Forms remain in place until concrete has a sufficient strength to carry its own weight and loads supported. Removal of forms at any time is the Contractor's sole responsibility.

### **3.7 SURFACE PREPARATION:**

Immediately after forms have been removed and work has been examined and approved by Resident Engineer, remove loose materials, and patch all stone pockets, surface honeycomb, or similar deficiencies with cement mortar made with 1 part portland cement and 2 to 3 parts sand.

### **3.8 FINISHES:**

#### **A. Vertical and Overhead Surface Finishes:**

1. Unfinished Areas: Vertical and overhead concrete surfaces exposed in unfinished areas, above suspended ceilings in manholes, and other unfinished areas exposed or concealed will not require additional finishing.
2. Interior and Exterior Exposed Areas (to be painted): Fins, burrs and similar projections on surface shall be knocked off flush by mechanical means approved by Resident Engineer and rubbed lightly with a fine abrasive stone or hone. Use an ample amount of water during rubbing without working up a lather of mortar or changing texture of concrete.
3. Interior and Exterior Exposed Areas (finished): Finished areas, unless otherwise shown, shall be given a grout finish of uniform color and shall have a smooth finish treated as follows:
  - a. After concrete has hardened and laitance, fins and burrs have been removed, scrub concrete with wire brushes. Clean stained concrete surfaces by use of a hone or stone.
  - b. Apply grout composed of 1 part portland cement and 1 part clean, fine sand (smaller than 600 micro-m (No. 30) sieve). Work grout into surface of concrete with cork floats or fiber brushes until all pits and honeycomb are filled.
  - c. After grout has hardened, but still plastic, remove surplus grout with a sponge rubber float and by rubbing with clean burlap.

- d. In hot, dry weather use a fog spray to keep grout wet during setting period. Complete finish for any area in same day. Confine limits of finished areas to natural breaks in wall surface. Do not leave grout on concrete surface overnight.

B. Slab Finishes:

1. Scratch Finish: Slab surfaces to receive a bonded applied cementitious application shall all be thoroughly raked or wire broomed after partial setting (within 2 hours after placing) to roughen surface to insure a permanent bond between base slab and applied cementitious materials.
2. Floating: Allow water brought to surface by float used for rough finishing to evaporate before surface is again floated or troweled. Do not sprinkle dry cement on surface to absorb water.
3. Float Finish: Ramps, stair treads, and platforms, both interior and exterior, equipment pads, and slabs to receive non-cementitious materials, except as specified, shall be screened and floated to a smooth dense finish. After first floating, while surface is still soft, surfaces shall be checked for alignment using a straightedge or template. Correct high spots by cutting down with a trowel or similar tool and correct low spots by filling in with material of same composition as floor finish. Remove any surface projections on floated finish by rubbing or dry grinding. Refloat the slab to a uniform sandy texture.
4. Steel Trowel Finish: Applied toppings, concrete surfaces to receive resilient floor covering or carpet, future floor roof and all monolithic concrete floor slabs exposed in finished work and for which no other finish is shown or specified shall be steel troweled. Final steel troweling to secure a smooth, dense surface shall be delayed as long as possible, generally when the surface can no longer be dented with finger. During final troweling, tilt steel trowel at a slight angle and exert heavy pressure on trowel to compact cement paste and form a dense, smooth surface. Finished surface shall be free of trowel marks, uniform in texture and appearance.
5. Broom Finish: Finish all exterior slabs, ramps, and stair treads with a bristle brush moistened with clear water after the surfaces have been floated.
6. Finished slab flatness (FF) and levelness (FL) values comply with the following minimum requirements:

|                                         |                                  |
|-----------------------------------------|----------------------------------|
| Slab on grade:                          | Unshored suspended slabs         |
| Specified overall value $F_F 25/F_L 20$ | Specified overall value $F_F 25$ |
| Minimum local value $F_F 17/F_L 15$     | Minimum local value $F_F 17$     |

### 3.9 SURFACE TREATMENTS:

- A. Surface treatments shall be mixed and applied in accordance with manufacturer's printed instructions.
- B. Liquid Densifier/Sealer: Use on all exposed concrete floors and concrete floors to receive carpeting except those specified to receive non-slip finish .
- C. Non-Slip Finish: Except where safety nosing and tread coverings are shown, apply non-slip abrasive aggregate to treads and platforms of all concrete steps and stairs, and to surfaces of exterior concrete ramps and platforms. Aggregate shall be broadcast uniformly over concrete surface. Trowel concrete surface to smooth dense finish. After curing, rub the treated surface with abrasive brick and water sufficiently to slightly expose abrasive aggregate.

### 3.10 APPLIED TOPPING:

- A. Separate concrete topping with thickness and strength shown with only enough water to insure a stiff, workable, plastic mix.
- B. Continuously place applied topping until entire section is complete, struck off with straightedge, compact by rolling or tamping, float and steel trowel to a hard smooth finish.

### 3.11 RESURFACING FLOORS:

Remove existing flooring, in areas to receive resurfacing, to expose existing structural slab and to extend not less than 25 mm (1 inch) below new finished floor level. Prepare exposed structural slab surface by roughening, broom cleaning, wetting, and grouting. Apply topping as specified.

### 3.12 RETAINING WALLS:

- A. Concrete for retaining walls shall be as shown and air-entrained.
- B. Install and construct expansion and contraction joints, waterstops, weep holes, reinforcement and railing sleeves as shown.
- C. Finish exposed surfaces to match adjacent concrete surfaces, new or existing.
- D. Porous backfill shall be placed as shown.

### **3.13 PRECAST CONCRETE ITEMS:**

Precast concrete items, not specified elsewhere, shall be cast using 25 MPa (3000 psi) air-entrained concrete to shapes and dimensions shown. Finish surfaces to match corresponding adjacent concrete surfaces. Reinforce with steel as necessary for safe handling and erection.

END OF SECTION



## **SECTION 03315**

### **GROUT**

#### **PART 1 GENERAL**

##### **1.01 WORK INCLUDED**

- A. The Contractor shall furnish all materials for grout in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished grout, all in accordance with the requirements of the Contract Documents.

##### **1.02 RELATED WORK**

- A. Section 01340 – Submittals and Substitutions
- B. Section 03300 – Cast-in-Place Concrete

##### **1.03 REFERENCES**

- A. Specifications, codes, and standards shall be as specified in Section 03300 Cast-in-Place Concrete, and as referred to herein.
- B. Additional Commercial Standards: CRD-C 621 Corps of Engineers Specification for Non-Shrink Grout

##### **1.04 SUBMITTALS**

- A. The Contractor shall submit certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer's literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of grout used in the work.

#### **PART 2 PRODUCTS**

##### **2.01 NON-SHRINK GROUT**

- A. Non-shrink grout shall be a pre-packaged, non-organic, non-gas liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for each particular application.
- B. Non-shrink grouts shall have a minimum 28-day compressive strength of 5000 psi, shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C 827, and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.

##### **2.02 EPOXY GROUT**

- A. Epoxy mortar (grout) shall be used to set items specified. Epoxy mortar (grout) shall be a pre-packaged mix containing aggregate and epoxy mortar adhesive; utilize “Permatop” as manufactured by Permagile Corp. of America, or approved equal.

## 2.03 CURING MATERIALS

- A. Curing materials shall be as recommended by the manufacturer.

## 2.04 CONSISTENCY

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where “dry pack” is called for in the Contract Documents, it shall mean a grout of the above described consistency.

## 2.05 MEASUREMENT OF INGREDIENTS

- A. Pre-packaged grouts shall have ingredients measured by means recommended by the manufacturer.

# PART 3 EXECUTION

## 3.01 GENERAL

- A. All surface preparation, curing, and protection of cement grout shall be as specified in Section 03300 “Cast-in-Place Concrete”. The finish of the grout surface shall match that of the adjacent concrete.
- B. All mixing, surface preparation, handling, placing, consolidation, and other means of execution for pre-packaged grouts shall be done according to the instructions and recommendations of the manufacturer.

## 3.02 CONSOLIDATION

- A. Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

END OF SECTION

## **SECTION 105523**

### **MAILBOXES**

#### **PART 1 - GENERAL**

- 1.01 DESCRIPTION: The Work to be performed under this section shall include furnishing all materials and labor necessary to furnish and install mailboxes
- 1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards.
  - A. Local, county and municipal codes.
  - B. Florida Department of Transportation Specifications (DOT)

#### **PART 2 – PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION**

- 3.01 When the Contract Documents require furnishing and installing mailboxes, permit each owner to remove the existing mailbox. Work with the Local Postmaster to develop a method of temporary mail service for the period between removal and installation of the new mailboxes. Install the mailboxes in accordance with the Standard Plans.

**END OF SECTION**





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Utilities

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**ITEM #8:** Approve Change Order No. 1 (WA No. KH-U20.1) - FDOT Military Trail & Forest Hill Boulevard Water Main Modifications (Task Order No. 303) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Kimley-Horn

**SUMMARY:** On March 2, 2022, the Village approved Work Authorization No. KH-U20.1 (Task Order No. 303) with Kimley-Horn for professional engineering services associated with the FDOT Military Trail & Forest Hill Boulevard Water Main Modifications. The Utility Department is requesting approval of Change Order No. 1 to Work Authorization No. KH-U20.1 (Task Order No. 303) for Kimley-Horn to provide additional construction administration services required during the construction phase (Task Order No. 303) of the project.

The Village's contracted engineer, Kimley-Horn, and the Utilities Department are requesting an amendment to the contract for Work Authorization No. KH-U20.1, Task Order No. 303 (Change Order No. 1) for the sum of \$19,350.00 for the additional services.

**FISCAL IMPACT:**

| <b><u>Item</u></b>                             | <b><u>Contract Amount</u></b> |
|------------------------------------------------|-------------------------------|
| Original Contract Amount (WA KH-U20).1         | \$24,350.00                   |
| <u>Change Order No. 1 (Task Order No. 303)</u> | <u>\$19,350.00</u>            |
| <b>Revised Contract Amount (WA KH-U20.1)</b>   | <b>\$43,700.00</b>            |

If approved, the total cost for engineering services for the Military Trail & Forest Hill Boulevard Water Main Modifications within Task Order No. 303 will increase to **\$43,700.00**.

Funding to Support the FDOT Military Trail & Forest Hill Boulevard Water Main Modifications (Task Order No. 303) was provided by the Water & Sewer Enterprise Fund. An internal budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the Water & Sewer Fund at a later date, if necessary.

**ATTACHMENTS:**

1. WA No. KH-U20 - Kimley-Horn
2. Proposed Change Order No. 1 WA No. KH-U20.1 - Kimley-Horn



**VILLAGE OF PALM SPRINGS**  
**CONSULTING SERVICE WORK AUTHORIZATION**

DATE: 03/02/2022

VILLAGE RFQ. NO. : 2021R-001

WORK AUTHORIZATION NO.: KH-U20 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: 303 G/L CODE: 41336-56300

KIMLEY-HORN PROJECT NO.: \_\_\_\_\_

PROJECT TITLE: **Military Trail & Forest Hill Blvd. Water Utility Modifications**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018 between the Village of Palm Springs ("VILLAGE") and Kimley-Horn and Associates Inc. ("CONSULTANT") hereafter referred to as the Agreement.

**I. PROJECT DESCRIPTION**

The Florida Department of Transportation (FDOT) is planning on making intersection improvements at Military Trail & Forest Hill Boulevard that are proposed to be constructed in June 2022. The planned intersection improvements impact the VILLAGE's watermain in the proposed area of construction. A FDOT Utility Work Schedule was prepared by VILLAGE staff that identified fourteen (14) utility conflicts. These identified conflicts are required by FDOT to be corrected/modified prior to June 2022. The conflicts are identified as follows.

1. Sta 470+14.39 Valve adjustment
2. Sta 470+05.60 Watermain relocation
3. Sta 467+36.09 Backflow preventer relocation
4. Sta 328+78.52 Fire hydrant relocation
5. Sta 328+78.48 Valve adjustment
6. Sta 328+82.53 Valve adjustment
7. Sta 324+17.76 Watermain relocation
8. Sta 325+65.72 Watermain relocation
9. Sta 467+35.84 Water meter relocation
10. Sta 469+81.70 Valve adjustment
11. Sta 467+41.78 Valve adjustment
12. Sta 466+16.45 Valve adjustment

- 13. Sta 463+69.58 Watermain relocation
- 14. Sta 467+28.30 Watermain relocation

## **II. SCOPE OF SERVICES**

The following is a description of the services to be provided to address the fourteen (14) conflicts noted above under this Work Authorization

### **TASK 1 - Design**

The following tasks will be performed by the CONSULTANT for the Watermain Modifications Project:

- Prepare construction plans with plan view only at 1"=20', except for the 12-inch water main to be relocated at Military Trail and Forest Hill Blvd, that will be shown in a plan and profile sheet at 1" = 20'. Approximately five (5) sheets, plus a cover sheet, general note sheet and a detail sheet, eight (8) sheets total. Design reviews are as follows.
  - Submittal of 60% design plans and permit applications.
  - Meet with Village staff to review the 60% design submittal.
  - Meet with FDOT/their Consultant to review the 60% and final design.
  - Provide an Engineer's Opinion of Probable Construction Cost (OPCC) at the 60% and Final plan submittal.
  - Prepare and submit final design plans.

### **TASK 2 - Permitting**

The CONSULTANT shall prepare and submit permit application packages and attend one (1) pre-application meeting with each applicable regulatory agency noted below. The Consultant will address one (1) RAI from each agency. Permit reviews shall be required by the following regulatory agency.

- Florida Department of Transportation (Utility Permit).
- Palm Beach County Health Department (Water Main Permit at Military & Forest Hill)

## **II. DELIVERABLES**

The CONSULTANT shall provide the following deliverables to the VILLAGE.

1. 60% and Final design plans, paper copies and digital copies in PDF format.
2. Copies of the 90% and Final OPCC.
3. Copies of Permit Applications and any associated RAI.
4. Copies of Permits acquired for the project as noted above.
5. Copies of correspondence related to the Project.
6. Copies of field reports/photos.



### III. INFORMATION AND SERVICES PROVIDED BY THE VILLAGE

The CONSULTANT assumes that all information provided by the VILLAGE can be relied upon in the performance of professional services. The following information/services shall be provided to the CONSULTANT.

- Record drawings of the existing water mains along the route
- All associated permit fees.

### 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** below.

**Table 1**  
**Schedule**

|                     | <b>Time to Complete<br/>(Calendar Days)</b> | <b>Cumulative Time to Complete<br/>(Calendar Days)</b> |
|---------------------|---------------------------------------------|--------------------------------------------------------|
| TASK 1 - Design     | 60                                          | -                                                      |
| TASK 2 – Permitting | 45                                          | 105                                                    |

### V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services above.

Task 1 and 2 shall be performed for the Lump Sum Fee amount of Twenty-Four Thousand Three Hundred and Fifty Dollars (\$24,350.00) detailed in **Table 2** below and further detailed in *Attachment 1, Staffing Cost Proposal*.

**Table 2**  
**Budget Summary**

| <b>Description</b>               | <b>Total</b>       |
|----------------------------------|--------------------|
| TASK 1 - Design                  | \$19,320.00        |
| TASK 2- Permitting               | \$3,960.00         |
| Direct Project Expenses          | \$1,070.00         |
| <b>TOTAL LUMP SUM FEE AMOUNT</b> | <b>\$24,350.00</b> |



VI. ASSUMPTIONS

- The FDOT will provide a AutoCAD file of their current roadway/existing utilities plans for our use as a base file.
- The Village shall pay for any related permit fees.
- Plans will not be developed using typical FDOT formatting.
- No survey, utility softdigs or geotechnical work will be provided. The Consultant will rely on data provided by FDOT and their Consultant.

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 SEPTEMBER 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and Kimley-Horn and Associates, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

Kimley-Horn and Associates, Inc.

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

Print Name: Michael F. Schwartz, P.E.

Title: Senior 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**  
**CONSULTING SERVICE WORK AUTHORIZATION**

DATE: 5/25/2023

VILLAGE RFQ. NO. : 2018R-002

WORK AUTHORIZATION NO.: KH-U20.1 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: 303 G/L CODE: 41336 - 56300

KIMLEY-HORN PROJECT NO.: \_\_\_\_\_

PROJECT TITLE: **Military Trail & Forest Hill Blvd. Watermain Modifications**  
**Construction Administration/Observation Services**

This Work Authorization, when executed, shall be incorporated in, and shall become an integral part of the Agreement for Professional Services dated September 13, 2018, between the Village of Palm Springs ("VILLAGE") and Kimley-Horn and Associates Inc. ("CONSULTANT") hereafter referred to as the Agreement.

**PROJECT DESCRIPTION**

The Florida Department of Transportation (FDOT) will be making intersection improvements at Military Trail & Forest Hill Boulevard that are proposed to have construction commencement in the June/July 2023 timeframe. The intersection improvements will impact the VILLAGE's watermain in these proposed areas. The CONSULTANT was authorized by the VILLAGE in March 2022 to prepare design drawings to address the FDOT conflicts. That project is now complete and permitted. The VILLAGE has proceeded in getting a contractor under contract and has now requested the CONSULTANT to prepare this work authorization to perform construction administration and limited construction observation services for the work to be performed.

**SCOPE OF SERVICES**

The following is a description of the services to be provided under this Work Authorization.

**TASK 3 – Construction Administration/Observation Services**

CONSULTANT will provide construction phase services for the project for the purpose of aiding the VILLAGE during construction. We believe this to be the level of services required to determine if the project is being constructed in general accordance with the plans and specifications. Our construction phase services and fees are based on a project duration of two (2) months.

- a. **Pre-Construction and Progress Meetings.** CONSULTANT will attend one (1) pre-construction meeting and one (1) monthly progress meeting during the anticipated 2-month project construction duration.
- b. **Clarifications and Interpretations.** CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the VILLAGE as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the VILLAGE.
- c. **Change Orders.** CONSULTANT may recommend Change Orders to the VILLAGE and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- d. **Shop Drawings.** CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. It is anticipated that four (4) submittals will be required for review. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- e. **On-site construction observation.** CONSULTANT will provide limited on-site construction observation with all other remaining observation time being performed by VILLAGE staff. Assuming a three (3) week field construction schedule of pipe installation and two (2) weeks of restoration, it is assumed that three (3) site visits per week (for the pipe installation work) will be made by the CONSULTANT, at 2.5-hours per visit. Site visits will include, MOT set-up, pipe installation, line stop setting, pipe connections, pipe pressure tests, chlorination and site walk-throughs for development of a punch list. For the restoration work, it is assumed that one (1) site visit per week will be made at 2-hours per visit. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep the VILLAGE informed of the general progress of the Work.

CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall we have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- f. Applications for Payment.** Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts to be recommended for payment to the Contractor. It is anticipated that one (1) application for payment will be reviewed. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to the VILLAGE, based on such observations and review, that, to the CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- g. Substantial Completion.** CONSULTANT will, promptly after notice from Contractor, that it considers the entire Work ready for its intended use, in company with the VILLAGE and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the VILLAGE, CONSULTANT considers the Work substantially complete, CONSULTANT will notify the VILLAGE and Contractor. We anticipate completing the following items once the project is deemed substantially complete:
- Review Record Drawings prepared by the selected contractor.
  - Prepare and submit the construction completion certifications for the FDEP/HRS and FDOT permit if the construction is found to be in general accordance with the plans and specifications upon completion of the improvements. Note that three (3) separate FDEP/HRS certifications are anticipated for each area of Work. Note that CONSULTANT will pay for the FDEP/HRS permit certification fee (\$50.00) for each of the three (3) areas of Work, a total of \$150.00.
  - CONSULTANT shall submit one (1) final certification of completion to FDOT for the three (3) project areas.
- h. Final Notice of Acceptability of the Work.** CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents so that CONSULTANT may recommend, in writing, final payment to Contractor.
- i. Limitation of Responsibilities.** CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

### **DELIVERABLES**

The CONSULTANT shall provide the following deliverables to the VILLAGE.

1. Any meeting minutes.
2. Reviewed and approved shop drawings.
3. Approved pay request

4. Change Order request responses and forms.
5. Punch lists.
6. Substantial Completion form.
7. Regulatory Certification of Completion forms and releases
8. Copies of correspondence related to the Project.
9. Copies of inspection reports/photos.

#### **INFORMATION AND SERVICES PROVIDED BY THE VILLAGE**

The CONSULTANT assumes that all information provided by the VILLAGE can be relied upon in the performance of professional services. The following information/services shall be provided to the CONSULTANT.

- Operation of on-site water valves.

#### **SCHEDULE**

CONSULTANT will complete the services identified in this Work Authorization commensurate with the Contractor's schedule of work that is anticipated to be two (2) months.

#### **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services above.

Task 3 shall be performed for the Lump Sum Fee Amount of Nineteen Thousand and Three Hundred and Fifty Dollars (\$19,350.00) detailed in **Table 1** below and further detailed in *Attachment 1, Staffing Cost Proposal*.

**Table 1  
Budget Summary**

| Description                                                  | Total              |
|--------------------------------------------------------------|--------------------|
| <b>TASK3</b>                                                 |                    |
| Construction Administration/Observation Services             | \$18,400.00        |
| Direct Project Expenses (includes permit certification fees) | \$950.00           |
| <b>TOTAL FEE AMOUNT</b>                                      | <b>\$19,350.00</b> |

#### **ASSUMPTIONS**

- Contractor shall prepare and submit MOT to FDOT for approval.

**AGREEMENT REFERENCE**

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated SEPTEMBER 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and Kimley-Horn and Associates, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

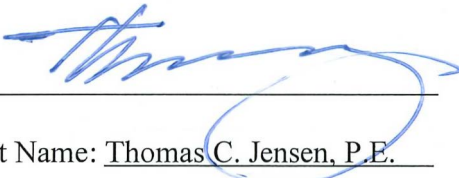
**KIMLEY-HORN AND ASSOCIATES, INC.**

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

Print Name: Michael F. Schwartz, P.E.

Title: Senior Vice President

Date: 05/25/2023

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

Print Name: Thomas C. Jensen, P.E.

Title: Senior Project Manager

Date: 5-25-2023

**VILLAGE OF PALM SPRINGS**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Village Attorney's Office  
Approved as to form and legality

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

(Required if over \$25,000)



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Utilities

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**ITEM #9:** Approve Lift Station Rehabilitation Contract - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc.

**SUMMARY:** The Utilities Department, throughout the year, requires construction services (i.e., equipment and personnel) to assist the Village with minor repairs and rehabilitation of wastewater lift stations. To ensure the lowest possible price, the staff recommends that the Village piggyback off the current Indian River County contract awarded to Hinterland Group, Inc., completed through a competitive section process - County-Wide Contract for Lift Station Rehabilitation Services (ITB#2019047 - April 16, 2019).

**Note:** The intent for recommending this agreement is to provide needed utility repair services for our lift stations to ensure quick response and reduce customer issues. The contract is utilized to support minor repairs. For repairs exceeding the Village Manager's \$35,000 purchasing threshold, the staff will present these repairs to the Council for approval before work is complete, provided there is no emergency repair. The purchase will be presented to the Council at the next immediate meeting for support).

If approved, the Village would accept Hinterland Group, Inc.'s pricing by piggybacking the Indian River County contract, including all terms, conditions, and pricing therein. The term of the proposed agreement is set to expire on June 2, 2024, and is the final renewal option.

The Village's Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggybacking or accessing the goods or 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 competitive bids are conducted for the same or substantially similar goods or services.

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

The Village has worked with the proposed vendor previously, and they have provided 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.

**ATTACHMENTS:**

1. Contract - Hinterland Group, Inc.
2. Approval to Piggyback - Hinterland Group, Inc.
3. Indian River County and Hinterland Group, Inc. - First Extension and Second Amendment
4. Indian River County Staff Report



## **CONTRACT FOR LIFT STATION REHABILITATION SERVICES**

This Contract for lift station rehabilitation services ("Contract" hereafter) 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 **Hinterland Group, Inc.**, 2501 W. Blue Heron Blvd., Riviera Beach, FL 33404, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

### **RECITALS**

WHEREAS, the VILLAGE is in need of a Contractor to perform lift station rehabilitation services for the VILLAGE; and,

WHEREAS, Indian River County ("the County") through its competitive selection process awarded the Contract for lift station repair rehabilitation services (ITB 2019047) ("Indian River Contract" hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the County and the Contractor entered into a Contract for Lift Station Rehabilitation Services effective June 4, 2019; and

WHEREAS, on February 13, 2020, the VILLAGE and CONTRACTOR entered into a piggyback Agreement for Lift Station Rehabilitation Services based on the pricing and terms and conditions of the Indian River Contract, which expired on June 4, 2022; and

WHEREAS, on May 17, 2022 the County and the CONTRACTOR entered into the First Extension and Second Amendment to Contract for Lift Station Services, extending the term of the Indian River Contract through June 3, 2024, updating the pricing, incorporating E-Verify and Scrutinized Companies requirements, and updating the Federal Clauses section in accordance with 2 C.F.R.; and

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Contract with the VILLAGE for performing lift station rehabilitation services based on the pricing and terms and conditions of the Indian River Contract, as extended and amended; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Indian River Contract, as extended and amended, 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. Indian River Contract. The Indian River Contract with the CONTRACTOR, as extended and amended, is hereby expressly made a part of this Contract as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to Indian River County under the Indian River Contract and all associated and applicable Contract Documents as defined therein.

3. Contract. In accordance with the terms and conditions in the Indian River Contract, as extended and amended, and the updated pricing therein, the CONTRACTOR shall perform lift station rehabilitation services as requested by the VILLAGE.

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

- A. All written modifications and amendments hereto;
- B. This Contract;
- C. Indian River Contract (including the ITB, Contractors Proposal and Contract and all amendments and modifications as of the effective date of this Contract).

The Contract Documents of this Contract 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 Contract, the Contract Documents of this Contract shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Contract;
- C. The Indian River Contract (including the ITB, Contractors Proposal and Contract and all amendments and modifications as of the effective date of this Contract).

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Contract shall not exceed the amount of compensation, on the unit basis, as set forth under the Indian River Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. **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 Contract.**

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, Contracts and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required by the Indian River 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 Contracts heretofore made relating to the subject matter hereof and, except for written Contracts, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire Contract 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 mirror the Indian River Contract term which shall expire on June 4, 2022.

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

(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](mailto: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 CONTRACTOR acknowledges that this Contract 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.
- 6.14 All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- 6.15 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.

## 7. 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.

8. Warranty. CONTRACTOR shall provide a warranty to the VILLAGE for services performed and/or material installed in accordance with the warranty provision of the Indian River Contract.

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

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

11. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, Contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract;
- (f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the CONTRACTOR, shall be grounds for the VILLAGE to order the CONTRACTOR immediately terminate the Contract with the subcontractor; and
- (g) Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statutes, the CONTRACTOR may not be awarded a Contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

12. Contract Term; Termination.

- (a) The term of this Contract shall run concurrently with the term of the Indian River Contract, as extended through June 3, 2024, and may be renewed or extended by the VILLAGE to the extent of any further renewal or extension by Indian River County.
- (b) The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. CONTRACTOR may terminate this Contract upon 30 days written notice to the VILLAGE.

13. The CONTRACTOR shall not perform work which is out of scope, nor exceed any amounts stated in the Contract. Note that the VILLAGE’s Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The VILLAGE cannot authorize work beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for this work in any subsequent Fiscal Year.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Contract 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

CONTRACTOR: **HINTERLAND GROUP, INC.**

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

Print Name: CHASE ROBERTS

Title: President

[Corporate Seal]



STATE OF FLORIDA )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 29 day of May, 2023 by means of 2 physical presence or \_\_\_\_\_ online notarization, by CHASE ROBERTS, who is personally known to me or who has produced the following \_\_\_\_\_ as identification, as \_\_\_\_\_ of Hinterland Group, Inc., a corporation authorized to do business in the State of Florida,

Notary Public



\_\_\_\_\_  
Print Name: LORI GUILD  
My commission expires: \_\_\_\_\_





July 17, 2023

Paul Ward  
Village of Palm Springs  
Assistant Utilities Director  
226 Cypress Lane  
Palm Springs, FL 33461

Dear Mr. Ward,

Hinterland Group, Inc. hereby agrees to enter into contract with the Village of Palm Springs under the conditions of our current Indian River County Bid No. 2019047 - Annual Bid for Lift Station Rehabilitation, by means of piggybacking.

We look forward to working with your staff and if you have any further questions or additional information is required, please do not hesitate to contact Chase Rogers at [crogers@hinterlandgroup.com](mailto:crogers@hinterlandgroup.com) or 561-640-3503.

Sincerely,

*Chase Rogers*

Chase Rogers  
Hinterland Group, Inc.

**2051 W BLUE HERON BLVD. RIVIERA BEACH, FL 33404**  
**561-640-3503 OFFICE 561-640-3504 FAX**  
**CGC1520354 CUC1224634 CBC1255077 EC13003615**

**FIRST EXTENSION AND SECOND AMENDMENT TO AGREEMENT  
FOR LIFT STATION REHABILITATION SERVICES**

This First Extension and Second Amendment to that certain Agreement to provide Lift Station Rehabilitation Services is entered into effective as of May 17, 2022 by and between Indian River County, a political subdivision of the State of Florida ("County") and Hinterland Group, Inc. ("Contractor").

**BACKGROUND RECITALS**

**WHEREAS**, the County and the Contractor entered into an Agreement for Lift Station Rehabilitation Services effective June 4, 2019; and

**WHEREAS**, the Term; Duration of Agreement Paragraph contains the term and renewal provisions; and

**WHEREAS**, the first term commenced effective as of June 4, 2019 and will end on June 3, 2022; and

**WHEREAS**, pursuant to the Agreement, the parties desire to extend the Agreement for an additional two-year period; and

**WHEREAS**, the parties desire to amend the Responsibilities of the Contractor section to include E-Verify and Scrutinized Companies requirements; and

**WHEREAS**, the parties desire to update requirements to the Federal Clauses section, in accordance with 2 C.F.R.; and

**WHEREAS**, the parties have agreed to updated pricing, based on the U.S. Department of Labor's Consumer Pricing Index.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The background recitals are true and correct and form a material part of this First Extension.
2. The first renewal term shall commence effective June 4, 2022 and shall end on June 3, 2024. There are no additional renewals available.
3. The following information was added to the Responsibilities of the Contractor Section of the agreement:  
Contractor is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

The contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

4. The Federal Clauses section is modified as follows:

A. Equal Employment Opportunity. 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, sexual orientation, gender identity, 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 compensation; 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 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**O. Prohibition on Contracting for Covered Telecommunications Equipment or Services:**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

**(b) Prohibitions.**

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
  - (1) This clause does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - (i) Covered telecommunications equipment or services that:
      - i. Are not used as a substantial or essential component of any system; and
      - ii. Are not used as critical technology of any system.
    - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
  - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **P. Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

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

5. Exhibit 1 to the agreement is replaced with Exhibit 1 – First Extension.

6. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Extension to be executed effective the day and year first set forth above.

Hinterland Group, Inc.

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

Attest: Jeffrey R. Smith, Clerk of Circuit Court  
And Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dylan Reingold, County Attorney

Exhibit 1 - First Extension

| Item No. | Item Description (Furnish and Install)                                               | Unit | Per Unit Price Bid | Updated Per Unit Price |
|----------|--------------------------------------------------------------------------------------|------|--------------------|------------------------|
| 1        | MOBILIZATION & GENERAL CONDITIONS- ORDERS UNDER \$15,000 (per site)                  | LS   | \$2,500.00         | \$2,836.50             |
| 2        | MOBILIZATION & GENERAL CONDITIONS- ORDERS \$15,000-\$40,000 (per site)               | LS   | \$2,000.00         | \$2,269.20             |
| 3        | MOBILIZATION & GENERAL CONDITIONS- ORDERS GREATER THAN \$40,001 (per site)           | LS   | \$1,500.00         | \$1,701.90             |
| 4        | INSURANCE PER CONTRACT (One time pay item each year of contract)                     | LS   | \$100.00           | \$113.46               |
| 5        | PUBLIC CONSTRUCTION BOND (UP TO \$250,000) IF REQUIRED (per year)                    | LS   | \$5,000.00         | \$5,673.00             |
| 6        | VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway)              | LS   | \$600.00           | \$680.76               |
| 7        | VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway)             | LS   | \$600.00           | \$680.76               |
| 8        | TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site)                         | LS   | \$100.00           | \$113.46               |
| 9        | MINOR MOT DESIGN & SETUP (per site, no lane closure, County right of way)            | DAY  | \$50.00            | \$56.73                |
| 10       | INTERMEDIATE MOT DESIGN & SETUP (per site, single lane closure, County right of way) | DAY  | \$250.00           | \$283.65               |
| 11       | BARRICADE TYPE I or II w/ WARNING LIGHT                                              | DAY  | \$5.00             | \$5.67                 |
| 12       | BARRICADE TYPE III w/ WARNING LIGHT                                                  | DAY  | \$5.00             | \$5.67                 |
| 13       | MOT WARNING SIGNS                                                                    | DAY  | \$5.00             | \$5.67                 |
| 14       | STATIC ARROW BOARDS, DETOUR SIGNS                                                    | DAY  | \$5.00             | \$5.67                 |
| 15       | DYNAMIC ARROW FLASHING SIGN                                                          | DAY  | \$35.00            | \$39.71                |
| 16       | VARIABLE MESSAGE TRAILER                                                             | DAY  | \$65.00            | \$73.75                |
| 17       | TRAFFIC CONES                                                                        | DAY  | \$3.00             | \$3.40                 |
| 18       | FLAGMAN                                                                              | HR   | \$40.00            | \$45.38                |
| 19       | CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet)                          | DAY  | \$50.00            | \$56.73                |
| 20       | CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet)                   | LFDA | \$5.00             | \$5.67                 |
| 21       | TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet)      | DAY  | \$150.00           | \$170.19               |
| 22       | TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft)       | LFDA | \$15.00            | \$17.02                |
| 23       | TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet)                      | DAY  | \$50.00            | \$56.73                |
| 24       | TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft)         | LFDA | \$20.00            | \$22.69                |
| 25       | STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet)                       | DAY  | \$50.00            | \$56.73                |
| 26       | STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet)                | LFDA | \$10.00            | \$11.35                |
| 27       | HAY BALES OR WATILES                                                                 | LF   | \$5.00             | \$5.67                 |
| 28       | STEEL PLATE (32 sq. ft per plate)                                                    | DAY  | \$25.00            | \$28.37                |
| 29       | LIGHT TOWER w/ GENERATOR                                                             | DAY  | \$50.00            | \$56.73                |
| 30       | 4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)             | EA   | \$300.00           | \$340.38               |
| 31       | 4" BY-PASS PUMPING OPERATION                                                         | DAY  | \$500.00           | \$567.30               |
| 32       | 4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET                                         | LF   | \$5.00             | \$5.67                 |
| 33       | 6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)             | EA   | \$300.00           | \$340.38               |
| 34       | 6" BY-PASS PUMPING OPERATION                                                         | DAY  | \$700.00           | \$794.22               |

Exhibit 1 - First Extension

| Item No. | Item Description (Furnish and Install)                                                                             | Unit | Per Unit Price Bid | Updated Per Unit Price |
|----------|--------------------------------------------------------------------------------------------------------------------|------|--------------------|------------------------|
| 35       | 6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET                                                                       | LF   | \$10.00            | \$11.35                |
| 36       | 12" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)                                          | EA   | \$500.00           | \$567.30               |
| 37       | 12" BY-PASS PUMPING OPERATION                                                                                      | DAY  | \$1,200.00         | \$1,361.52             |
| 38       | 12" BYPASS PUMPING BEYOND THE INTIAL 100 FEET                                                                      | LF   | \$15.00            | \$17.02                |
| 39       | BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK                                                                       | HR   | \$300.00           | \$340.38               |
| 40       | BYPASS PUMPING VIA VAC-CON PUMPER                                                                                  | HR   | \$250.00           | \$283.65               |
| 41       | Force Main Installation – 4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)  | LF   | \$60.00            | \$68.08                |
| 42       | Force Main Installation – 6" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)  | LF   | \$65.00            | \$73.75                |
| 43       | Force Main Installation – 8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)  | LF   | \$75.00            | \$85.10                |
| 44       | Force Main Installation – 10" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF   | \$80.00            | \$90.77                |
| 45       | Force Main Installation – 12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF   | \$90.00            | \$102.11               |
| 46       | Force Main Installation – 16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF   | \$110.00           | \$124.81               |
| 47       | ADDITIONAL EXCAVATION 6'-8' DEPTH                                                                                  | LF   | \$35.00            | \$39.71                |
| 48       | ADDITIONAL EXCAVATION 8'-10' DEPTH                                                                                 | LF   | \$45.00            | \$51.06                |
| 49       | ADDITIONAL EXCAVATION 10'-12' DEPTH                                                                                | LF   | \$85.00            | \$96.44                |
| 50       | 4" MEGA-LUG JOINT RESTRAINTS                                                                                       | EA   | \$100.00           | \$113.46               |
| 51       | 6" MEGA-LUG JOINT RESTRAINTS                                                                                       | EA   | \$120.00           | \$136.15               |
| 52       | 8" MEGA-LUG JOINT RESTRAINTS                                                                                       | EA   | \$120.00           | \$136.15               |
| 53       | 10" MEGA-LUG JOINT RESTRAINTS                                                                                      | EA   | \$130.00           | \$147.50               |
| 54       | 12" MEGA-LUG JOINT RESTRAINTS                                                                                      | EA   | \$180.00           | \$204.23               |
| 55       | 16" MEGA-LUG JOINT RESTRAINTS                                                                                      | EA   | \$300.00           | \$340.38               |
| 56       | 4" PLUG VALVE & VALVE BOX                                                                                          | EA   | \$850.00           | \$964.41               |
| 57       | 6" PLUG VALVE & VALVE BOX                                                                                          | EA   | \$1,200.00         | \$1,361.52             |
| 58       | 8" PLUG VALVE & VALVE BOX                                                                                          | EA   | \$1,400.00         | \$1,588.44             |
| 59       | 10" PLUG VALVE & VALVE BOX                                                                                         | EA   | \$2,200.00         | \$2,496.12             |
| 60       | 12" PLUG VALVE & VALVE BOX                                                                                         | EA   | \$2,800.00         | \$3,176.88             |
| 61       | 16" PLUG VALVE & VALVE BOX                                                                                         | EA   | \$4,800.00         | \$5,446.08             |
| 62       | EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT                                                                          | SY   | \$5.00             | \$5.67                 |

## Exhibit 1 - First Extension

| Item No. | Item Description (Furnish and Install)                                                                     | Unit | Per Unit Price Bid | Updated Per Unit Price |
|----------|------------------------------------------------------------------------------------------------------------|------|--------------------|------------------------|
| 63       | EXCAVATION & DISPOSAL OF CONCRETE SIDEWALKS, DRIVEWAYS & FLATWORK                                          | SY   | \$8.00             | \$9.08                 |
| 64       | EXCAVATION & DISPOSAL OF CONCRETE CURB                                                                     | LF   | \$10.00            | \$11.35                |
| 65       | EXCAVATION & DISPOSAL OF UNSUITABLE SOIL                                                                   | CY   | \$20.00            | \$22.69                |
| 66       | CLEAN IMPORT SAND BACKFILL                                                                                 | CY   | \$25.00            | \$28.37                |
| 67       | FLOWABLE FILL- EXCAVATABLE (per Section 121 FDOT spec)                                                     | CY   | \$180.00           | \$204.23               |
| 66       | LIMEROCK STABILIZED BASE MATERIAL                                                                          | CY   | \$35.00            | \$39.71                |
| 69       | IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM                                                  | EA   | \$125.00           | \$141.83               |
| 70       | IN PLACE MATERIAL TESTING- MODIFIED PROCTOR TEST, AASHTO T-180                                             | EA   | \$100.00           | \$113.46               |
| 71       | Gravity Main Installation – 6" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)  | LF   | \$75.00            | \$85.10                |
| 72       | Gravity Main Installation – 8" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)  | LF   | \$80.00            | \$90.77                |
| 73       | Gravity Main Installation – 10" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF   | \$85.00            | \$96.44                |
| 74       | Gravity Main Installation – 12" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF   | \$85.00            | \$96.44                |
| 75       | Gravity Main Installation – 16" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF   | \$100.00           | \$113.46               |
| 76       | 6" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)                                    | LF   | \$65.00            | \$73.75                |
| 77       | 8" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)                                    | LF   | \$70.00            | \$79.42                |
| 78       | 10" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)                                   | LF   | \$75.00            | \$85.10                |
| 79       | 12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)                                   | LF   | \$80.00            | \$90.77                |
| 80       | 15" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)                                   | LF   | \$85.00            | \$96.44                |
| 81       | 8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)                                    | LF   | \$75.00            | \$85.10                |
| 82       | 10" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)                                   | LF   | \$80.00            | \$90.77                |
| 83       | 12" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)                                   | LF   | \$85.00            | \$96.44                |
| 84       | 16" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)                                   | LF   | \$90.00            | \$102.11               |
| 85       | 4" FERNCO COUPLING w/ SHEAR RINGS                                                                          | EA   | \$45.00            | \$51.06                |
| 86       | 6" FERNCO COUPLING w/ SHEAR RINGS                                                                          | EA   | \$65.00            | \$73.75                |
| 87       | 8" FERNCO COUPLING w/ SHEAR RINGS                                                                          | EA   | \$75.00            | \$85.10                |
| 88       | 10" FERNCO COUPLING w/ SHEAR RINGS                                                                         | EA   | \$85.00            | \$96.44                |
| 89       | 12" FERNCO COUPLING w/ SHEAR RINGS                                                                         | EA   | \$100.00           | \$113.46               |
| 90       | 16" FERNCO COUPLING w/ SHEAR RINGS                                                                         | EA   | \$200.00           | \$226.92               |
| 91       | ADDITIONAL EXCAVATION 6'-8' DEPTH                                                                          | LF   | \$50.00            | \$56.73                |



Exhibit 1 - First Extension

| Item No. | Item Description (Furnish and Install)                                        | Unit | Per Unit Price Bid | Updated Per Unit Price |
|----------|-------------------------------------------------------------------------------|------|--------------------|------------------------|
| 92       | ADDITIONAL EXCAVATION 8'-10' DEPTH                                            | LF   | \$65.00            | \$73.75                |
| 93       | ADDITIONAL EXCAVATION 10'-12' DEPTH                                           | LF   | \$100.00           | \$113.46               |
| 94       | ADDITIONAL EXCAVATION 12'-15' DEPTH                                           | LF   | \$200.00           | \$226.92               |
| 95       | ADDITIONAL EXCAVATION 15'-18' DEPTH                                           | LF   | \$250.00           | \$283.65               |
| 96       | ADDITIONAL EXCAVATION 18'-24' DEPTH                                           | LF   | \$300.00           | \$340.38               |
| 97       | PIPE BEDDING - #57 STONE                                                      | CY   | \$30.00            | \$34.04                |
| 98       | Duplex Remote Terminal Unit, Complete                                         | EA   | \$18,500.00        | \$20,990.10            |
| 99       | Duplex Remote Terminal Unit, Complete, Installed Only                         | EA   | \$6,000.00         | \$6,807.60             |
| 100      | Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts                 | EA   | \$30,000.00        | \$34,038.00            |
| 101      | Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts                 | EA   | \$26,000.00        | \$29,499.60            |
| 102      | Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts                 | EA   | \$28,000.00        | \$31,768.80            |
| 103      | Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts | EA   | \$32,000.00        | \$36,307.20            |
| 104      | Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts | EA   | \$62,000.00        | \$70,345.20            |
| 105      | 12" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT                                | EA   | \$7,500.00         | \$8,509.50             |
| 106      | 4" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT                          | EA   | \$500.00           | \$567.30               |
| 107      | 6" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT                          | EA   | \$600.00           | \$680.76               |
| 108      | 8" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT                          | EA   | \$750.00           | \$850.95               |
| 109      | 10" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT                         | EA   | \$1,000.00         | \$1,134.60             |
| 110      | 12" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT                         | EA   | \$1,500.00         | \$1,701.90             |
| 111      | 4" PLUG VALVE, LEVER OPERATED, FLANGED JOINT                                  | EA   | \$1,100.00         | \$1,248.06             |
| 112      | 6" PLUG VALVE, HAND WHEEL, FLANGED JOINT                                      | EA   | \$1,400.00         | \$1,588.44             |
| 113      | 8" PLUG VALVE, HAND WHEEL, FLANGED JOINT                                      | EA   | \$1,500.00         | \$1,701.90             |
| 114      | 10" PLUG VALVE, HAND WHEEL, FLANGED JOINT                                     | EA   | \$2,100.00         | \$2,382.66             |
| 115      | 12" PLUG VALVE, HAND WHEEL, FLANGED JOINT                                     | EA   | \$2,400.00         | \$2,723.04             |
| 119      | 2" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)       | EA   | \$350.00           | \$397.11               |
| 120      | 3" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)       | EA   | \$400.00           | \$453.84               |
| 121      | 4" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)       | EA   | \$450.00           | \$510.57               |
| 122      | 6" CAMLOCK EMERGENCY PUMP CONNECTION & CAP                                    | EA   | \$500.00           | \$567.30               |
| 123      | 8" CAMLOCK EMERGENCY PUMP CONNECTION & CAP                                    | EA   | \$500.00           | \$567.30               |
| 124      | 4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)                      | EA   | \$3,500.00         | \$3,971.10             |
| 125      | 4" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)               | LF   | \$150.00           | \$170.19               |
| 127      | 316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 4" DISCHARGE PIPING             | EA   | \$800.00           | \$907.68               |
| 128      | 6" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)                      | EA   | \$3,800.00         | \$4,311.48             |
| 129      | 6" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)               | LF   | \$200.00           | \$226.92               |

## Exhibit 1 - First Extension

| Item No. | Item Description (Furnish and Install)                             | Unit | Per Unit Price Bid | Updated Per Unit Price |
|----------|--------------------------------------------------------------------|------|--------------------|------------------------|
| 130      | 316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 6" DISCHARGE PIPING  | EA   | \$800.00           | \$907.68               |
| 131      | 8" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)           | EA   | \$4,500.00         | \$5,105.70             |
| 132      | 8" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)    | LF   | \$225.00           | \$255.29               |
| 133      | 316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 8" DISCHARGE PIPING  | EA   | \$1,000.00         | \$1,134.60             |
| 134      | 10" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)          | EA   | \$5,200.00         | \$5,899.92             |
| 135      | 10" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)   | LF   | \$300.00           | \$340.38               |
| 136      | 316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 10" DISCHARGE PIPING | EA   | \$1,200.00         | \$1,361.52             |
| 137      | 12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)          | EA   | \$6,000.00         | \$6,807.60             |
| 138      | 12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)    | LF   | \$350.00           | \$397.11               |
| 139      | 316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 12" DISCHARGE PIPING | EA   | \$1,200.00         | \$1,361.52             |
| 140      | 4" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS                       | EA   | \$500.00           | \$567.30               |
| 141      | 6" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS                       | EA   | \$500.00           | \$567.30               |
| 142      | 8" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS                       | EA   | \$600.00           | \$680.76               |
| 143      | 10" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS                      | EA   | \$750.00           | \$850.95               |
| 144      | 12" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS                      | EA   | \$1,000.00         | \$1,134.60             |
| 145      | 4" PUMP DISCHARGE BASE, INCLUDING ANCHORS                          | EA   | \$2,800.00         | \$3,176.88             |
| 146      | 6" PUMP DISCHARGE BASE, INCLUDING ANCHORS                          | EA   | \$3,200.00         | \$3,630.72             |
| 147      | 8" PUMP DISCHARGE BASE, INCLUDING ANCHORS                          | EA   | \$4,500.00         | \$5,105.70             |
| 148      | 10" PUMP DISCHARGE BASE, INCLUDING ANCHORS                         | EA   | \$7,800.00         | \$8,849.88             |
| 149      | 4" X 6" EPOXY COATED & LINED ECCENTRIC REDUCER                     | EA   | \$500.00           | \$567.30               |
| 150      | 6" X 8" EPOXY COATED & LINED ECCENTRIC REDUCER                     | EA   | \$650.00           | \$737.49               |
| 151      | 2" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS                   | VF   | \$45.00            | \$51.06                |
| 152      | 3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS                   | VF   | \$75.00            | \$85.10                |
| 153      | 2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK | EA   | \$350.00           | \$397.11               |
| 154      | 3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK | EA   | \$450.00           | \$510.57               |
| 155      | 2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS  | EA   | \$600.00           | \$680.76               |
| 156      | 3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS  | EA   | \$750.00           | \$850.95               |
| 157      | 3/8" - 316 STAINLESS STEEL LIFTING CHAIN                           | LF   | \$35.00            | \$39.71                |
| 158      | 1/2" - 316 STAINLESS STEEL LIFTING CHAIN                           | LF   | \$40.00            | \$45.38                |
| 159      | 5/8" - 316 STAINLESS STEEL LIFTING CHAIN                           | LF   | \$55.00            | \$62.40                |
| 160      | 3/4" - 316 STAINLESS STEEL LIFTING CHAIN                           | LF   | \$65.00            | \$73.75                |
| 161      | 4 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS                  | EA   | \$400.00           | \$453.84               |
| 162      | 6 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS                  | EA   | \$600.00           | \$680.76               |
| 163      | 4' - 5' DIA MANHOLE, HYDROBLAST INTERIOR SURFACES (per vert foot)  | VF   | \$25.00            | \$28.37                |

Exhibit 1 - First Extension

| Item No. | Item Description (Furnish and Install)                                                    | Unit | Per Unit Price Bid | Updated Per Unit Price |
|----------|-------------------------------------------------------------------------------------------|------|--------------------|------------------------|
| 164      | 6' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)                           | SF   | \$5.00             | \$5.67                 |
| 165      | 8' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)                           | SF   | \$5.00             | \$5.67                 |
| 166      | 10' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)                          | SF   | \$5.00             | \$5.67                 |
| 167      | 12' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)                          | SF   | \$5.00             | \$5.67                 |
| 168      | VALVE VAULT, HYDROBLAST INTERIOR SURFACES (per square foot)                               | SF   | \$5.00             | \$5.67                 |
| 169      | 4' - 5' DIA MANHOLE, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)                    | VF   | \$50.00            | \$56.73                |
| 170      | 6' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)                      | SF   | \$5.00             | \$5.67                 |
| 171      | 8' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)                      | SF   | \$5.00             | \$5.67                 |
| 172      | 10' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)                     | SF   | \$5.00             | \$5.67                 |
| 173      | 12' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)                     | SF   | \$5.00             | \$5.67                 |
| 174      | VALVE VAULT, COAL SLAG BLAST INTERIOR SURFACES (per square foot)                          | SF   | \$5.00             | \$5.67                 |
| 175      | VALVE VAULT, BITUMASTIC COATING (2 layers Carbolite 300M or equal, per square foot)       | SF   | \$10.00            | \$11.35                |
| 176      | 4' - 5' DIA MANHOLE, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, per square foot)   | SF   | \$20.00            | \$22.69                |
| 177      | 6' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)        | SF   | \$20.00            | \$22.69                |
| 178      | 8' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)        | SF   | \$20.00            | \$22.69                |
| 179      | 10' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)       | SF   | \$20.00            | \$22.69                |
| 180      | 12' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)       | SF   | \$20.00            | \$22.69                |
| 181      | VALVE VAULT, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, per square foot)           | SF   | \$20.00            | \$22.69                |
| 182      | 4' - 5' DIA MANHOLE, SPECTRA SHIELD COATING (4-layer system, per sq. ft)                  | SF   | \$30.00            | \$34.04                |
| 183      | 6' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)                      | SF   | \$35.00            | \$39.71                |
| 184      | 8' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)                      | SF   | \$35.00            | \$39.71                |
| 185      | 10' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)                     | SF   | \$40.00            | \$45.38                |
| 186      | 12' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)                     | SF   | \$40.00            | \$45.38                |
| 187      | 4' - 5' DIA MANHOLE, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot) | SF   | \$30.00            | \$34.04                |
| 188      | 6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot)     | SF   | \$35.00            | \$39.71                |
| 189      | 8' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot)     | SF   | \$35.00            | \$39.71                |
| 190      | 10' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot)    | SF   | \$40.00            | \$45.38                |
| 191      | 12' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot)    | SF   | \$40.00            | \$45.38                |
| 192      | CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth)                   | CF   | \$30.00            | \$34.04                |
| 193      | CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth)                  | CF   | \$50.00            | \$56.73                |
| 193      | FORM WORK FOR CAST IN PLACE CONCRETE REPAIR                                               | SF   | \$50.00            | \$56.73                |
| 194      | REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR                                       | LB   | \$10.00            | \$11.35                |
| 195      | HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE                                   | LB   | \$30.00            | \$34.04                |
| 196      | 36" x 46" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE                  | EA   | \$2,800.00         | \$3,176.88             |

Exhibit 1 - First Extension

| Item No. | Item Description (Furnish and Install)                                             | Unit | Per Unit Price Bid | Updated Per Unit Price |
|----------|------------------------------------------------------------------------------------|------|--------------------|------------------------|
| 197      | 48" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE           | EA   | \$3,500.00         | \$3,971.10             |
| 198      | 48" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE           | EA   | \$3,800.00         | \$4,311.48             |
| 199      | 54" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE           | EA   | \$3,900.00         | \$4,424.94             |
| 200      | 64" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE           | EA   | \$4,700.00         | \$5,332.62             |
| 201      | 60" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE           | EA   | \$4,500.00         | \$5,105.70             |
| 202      | 72" x 84" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE           | EA   | \$5,500.00         | \$6,240.30             |
| 203      | 4" DIP J- VENT w/ RISER & ST STL BUG SCREEN                                        | EA   | \$500.00           | \$567.30               |
| 204      | 4" PVC J- VENT w/ RISER & ST STL BUG SCREEN                                        | EA   | \$550.00           | \$624.03               |
| 205      | JOSAM 26700 VENT HOOD w/ DIP RISER                                                 | EA   | \$700.00           | \$794.22               |
| 206      | FURNISH & INSTALL 4' INSIDE DIA MANHOLE, 0-6' DEEP                                 | EA   | \$4,500.00         | \$5,105.70             |
| 207      | ADDITIONAL 4' 1.0. MANHOLE & EXCAVATION 6'-10' DEPTH                               | LF   | \$1,000.00         | \$1,134.60             |
| 208      | ADDITIONAL 4' 1.0. EXCAVATION 10'-14' DEPTH                                        | LF   | \$1,000.00         | \$1,134.60             |
| 209      | ADDITIONAL 4' 1.0. EXCAVATION 14'-18' DEPTH                                        | LF   | \$1,800.00         | \$2,042.28             |
| 210      | FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP                                 | EA   | \$5,000.00         | \$5,673.00             |
| 211      | ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH                               | LF   | \$1,000.00         | \$1,134.60             |
| 212      | ADDITIONAL 5' I.D. EXCAVATION 10'-14' DEPTH                                        | LF   | \$1,000.00         | \$1,134.60             |
| 213      | ADDITIONAL 5' I.D. EXCAVATION 14'-18' DEPTH                                        | LF   | \$1,800.00         | \$2,042.28             |
| 214      | 4" – 8" RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE             | EA   | \$850.00           | \$964.41               |
| 215      | 10" - 16" RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE           | EA   | \$1,000.00         | \$1,134.60             |
| 216      | 32" DIA USF 240 MANHOLE RING, FRAME & LID                                          | EA   | \$900.00           | \$1,021.14             |
| 217      | 36" DIA USF 420 MANHOLE RING, FRAME & LID                                          | EA   | \$1,000.00         | \$1,134.60             |
| 218      | 50" DIA USF 690-AH-M MANHOLE RING, FRAME & LID                                     | EA   | \$1,800.00         | \$2,042.28             |
| 219      | JETTER, PUMPER OR VACUUM TRUCK                                                     | HR   | \$225.00           | \$255.29               |
| 220      | SEWER VIDEO CCTV                                                                   | HR   | \$250.00           | \$283.65               |
| 221      | 150 CFM COMPRESSOR & ACCESSORIES                                                   | DAY  | \$75.00            | \$85.10                |
| 222      | DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points)                        | EA   | \$2,500.00         | \$2,836.50             |
| 223      | ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20-point header)     | EA   | \$100.00           | \$113.46               |
| 224      | DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE                                | DAY  | \$500.00           | \$567.30               |
| 225      | ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day)                    | DAY  | \$50.00            | \$56.73                |
| 226      | DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose)    | DAY  | \$500.00           | \$567.30               |
| 227      | ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30-foot suction or 60-foot discharge) | DAY  | \$20.00            | \$22.69                |
| 228      | DRIVEN METAL SHEET PILING (up to 10' depth)                                        | LF   | \$200.00           | \$226.92               |
| 229      | DRIVEN METAL SHEET PILING (up to 20' depth)                                        | LF   | \$300.00           | \$340.38               |
| 230      | TRENCH SHORING BOX (min 4' x 12')                                                  | DAY  | \$250.00           | \$283.65               |

Exhibit 1 - First Extension

| Item No. | Item Description (Furnish and Install)                                          | Unit | Per Unit Price Bid | Updated Per Unit Price |
|----------|---------------------------------------------------------------------------------|------|--------------------|------------------------|
| 231      | TRENCH SHORING BOX (min 6' x 12')                                               | DAY  | \$300.00           | \$340.38               |
| 232      | TRENCH SHORING BOX (min 8' x 12')                                               | DAY  | \$450.00           | \$510.57               |
| 233      | TWO MAN LANDSCAPE CLEARING CREW                                                 | HR   | \$100.00           | \$113.46               |
| 234      | TWO MAN HAND EXCAVATION CREW                                                    | HR   | \$160.00           | \$181.54               |
| 235      | THREE MAN PIPE EXCAVATION & REPAIR CREW                                         | HR   | \$320.00           | \$363.07               |
| 236      | DUMP TRUCK & DRIVER, 8-12 CU YD                                                 | HR   | \$65.00            | \$73.75                |
| 237      | DUMP TRUCK & DRIVER 15-18 CU YD                                                 | HR   | \$120.00           | \$136.15               |
| 238      | 20 CU YD CLEARING & DEMOLITION DUMPSTER                                         | PULL | \$450.00           | \$510.57               |
| 239      | 8 CU YD CLEARING & DEMOLITION DUMPSTER                                          | PULL | \$300.00           | \$340.38               |
| 240      | SKID STEER LOADER & OPERATOR                                                    | HR   | \$85.00            | \$96.44                |
| 241      | WHEEL LOADER & OPERATOR (Cat Class 057-006)                                     | HR   | \$125.00           | \$141.83               |
| 242      | RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210)                             | HR   | \$125.00           | \$141.83               |
| 243      | HYDRAULIC EXCAVATOR & OPERATOR (Cat 304 or equivalent)                          | HR   | \$150.00           | \$170.19               |
| 244      | 4" ON 6" OR 8" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH                           | EA   | \$3,500.00         | \$3,971.10             |
| 245      | 4" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH                         | EA   | \$4,000.00         | \$4,538.40             |
| 246      | 6" ON 8" OR 10" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH                          | EA   | \$4,200.00         | \$4,765.32             |
| 247      | 6" ON 12" OR 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH                         | EA   | \$4,800.00         | \$5,446.08             |
| 248      | 8" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH                         | EA   | \$6,000.00         | \$6,807.60             |
| 249      | 8" ON 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH                                | EA   | \$7,800.00         | \$8,849.88             |
| 251      | TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH                          | EA   | \$500.00           | \$567.30               |
| 252      | TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH                         | EA   | \$500.00           | \$567.30               |
| 253      | TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH                        | EA   | \$500.00           | \$567.30               |
| 254      | 4" OR 6" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH                  | EA   | \$350.00           | \$397.11               |
| 255      | 8' OR 10" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH                 | EA   | \$800.00           | \$907.68               |
| 256      | 4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)                   | EA   | \$1,000.00         | \$1,134.60             |
| 257      | 4" CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)     | SF   | \$6.00             | \$6.81                 |
| 258      | 6" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)                   | EA   | \$1,200.00         | \$1,361.52             |
| 259      | 6" CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)     | SF   | \$8.00             | \$9.08                 |
| 260      | 12" STABILIZED SUBGRADE AND 10' LIMEROCK BASE REPAIR                            | SY   | \$30.00            | \$34.04                |
| 261      | 2" ASPHALT SURFACE COURSE REPAIR                                                | SY   | \$48.00            | \$54.46                |
| 262      | CONCRETE CURB                                                                   | LF   | \$50.00            | \$56.73                |
| 263      | YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq. ft)                   | EA   | \$800.00           | \$907.68               |
| 264      | YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq. ft in excess of 200 sq. ft) | SF   | \$5.00             | \$5.67                 |
| 265      | BAHIA SOD                                                                       | SY   | \$5.00             | \$5.67                 |

## Exhibit 1 - First Extension

| Item No. | Item Description (Furnish and Install)                                           | Unit | Per Unit Price Bid | Updated Per Unit Price |
|----------|----------------------------------------------------------------------------------|------|--------------------|------------------------|
| 266      | ST AUGUSTINE OR BERMUDA SOD                                                      | SY   | \$6.00             | \$6.81                 |
| 267      | PRESSURE WASHING                                                                 | SF   | \$5.00             | \$5.67                 |
| 268      | REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH                             | EA   | \$2,500.00         | \$2,836.50             |
| 269      | ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH                                         | VF   | \$300.00           | \$340.38               |
| 270      | ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH                                        | VF   | \$400.00           | \$453.84               |
| 271      | ADDITIONAL MANHOLE REMOVAL, 14'-18' DEPTH                                        | VF   | \$1,500.00         | \$1,701.90             |
| 272      | DUPLEX VALVE VAULT REMOVAL                                                       | CF   | \$300.00           | \$340.38               |
| 273      | REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4" DIA (non-hazardous)   | LF   | \$10.00            | \$11.35                |
| 274      | REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & 4.5" - 6" DIA (non-hazardous)  | LF   | \$10.00            | \$11.35                |
| 275      | REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 6.5"-10" DIA (non-hazardous)   | LF   | \$12.00            | \$13.62                |
| 276      | REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 10.5" -16" DIA (non-hazardous) | LF   | \$15.00            | \$17.02                |
| A1-1     | 4" DIP Pipe, Epoxy lined Class 52, Flanged joint                                 | LF   | \$230.00           | \$260.96               |
| A1-2     | 6" DIP Pipe, Epoxy lined Class 52, Flanged joint                                 | LF   | \$260.00           | \$295.00               |
| A1-3     | 8" DIP Pipe, Epoxy Lined Class 52, Flanged joint                                 | LF   | \$260.00           | \$295.00               |
| A1-4     | 10" DIP Pipe, Epoxy lined Class 52, Flanged joint                                | LF   | \$275.00           | \$312.02               |
| A1-5     | 4" Check Valve, Outside weight, Flanged joint                                    | EA   | \$2,400.00         | \$2,723.04             |
| A1-6     | 6" Check Valve, Outside weight, Flanged joint                                    | EA   | \$3,200.00         | \$3,630.72             |
| A1-7     | 8" Check Valve, Outside weight, Flanged joint                                    | EA   | \$4,200.00         | \$4,765.32             |
| A1-8     | 10" Check Valve, Outside weight, Flanged joint                                   | EA   | \$6,800.00         | \$7,715.28             |
| A1-9     | 4" DIP Fittings, Epoxy lined Class 52, Flanged Joint                             | EA   | \$600.00           | \$680.76               |
| A1-10    | 6" DIP Fittings, Epoxy lined Class 52, Flanged Joint                             | EA   | \$700.00           | \$794.22               |
| A1-11    | 8" DIP Fittings, Epoxy lined Class 52, Flanged Joint                             | EA   | \$1,000.00         | \$1,134.60             |
| A1-12    | 10" DIP Fittings, Epoxy lined Class 52, Flanged Joint                            | EA   | \$1,400.00         | \$1,588.44             |
| A1-13    | 4" Plug Valve, Hand Wheel, Flanged Joint                                         | EA   | \$1,200.00         | \$1,361.52             |
| A1-14    | 6" Plug Valve, Hand Wheel, Flanged Joint                                         | EA   | \$1,450.00         | \$1,645.17             |
| A1-15    | 8" Plug Valve, Hand Wheel, Flanged Joint                                         | EA   | \$1,750.00         | \$1,985.55             |
| A1-16    | 10" Plug Valve, Hand Wheel, Flanged Joint                                        | EA   | \$2,500.00         | \$2,836.50             |
| A1-17    | Install Meter Can & Disconnect                                                   | EA   | \$6,400.00         | \$7,261.44             |

**INDIAN RIVER COUNTY  
OFFICE OF MANAGEMENT AND BUDGET  
PURCHASING DIVISION**

**DATE:** May 9, 2022

**TO:** BOARD OF COUNTY COMMISSIONERS

**THROUGH:** Jason E. Brown, County Administrator  
Kristin Daniels, Budget Director

**FROM:** Jennifer Hyde, Purchasing Manager

**SUBJECT:** First Extension and Second Amendment to Agreement for Annual Lift Station Rehabilitation (Bid 2019047)

**BACKGROUND:**

The Board of County Commissioners awarded bid 2019047 to Hinterland Group, Inc., on June 4, 2019, for as needed rehabilitation of lift stations and other appurtenances at wastewater facilities. On September 17, 2019, the first amendment to the agreement was approved, appending the items of work.

**DISCUSSION:**

The initial term of the agreement will end on June 2, 2022. Staff would like to extend the agreement for the available two-year period, and the contractor is willing to do so, pending approval of an increase to unit pricing, in accordance with the CPI Index.

The agreement also requires amendment to incorporate changes to Florida Statute, as well as federal contract terms that would be required in the event the agreement is utilized following a disaster, or other federally-funded grant work.

The calculations showing the change in the Consumer Price Index for All Urban Consumers (CPI-U), South Area are shown below.

| CPI Index at time of Bid (March 2019) | Current CPI Index (March 2022) | Change (100% multiplier) | Prior total item award | Updated total item price |
|---------------------------------------|--------------------------------|--------------------------|------------------------|--------------------------|
| 245.554                               | 278.598                        | 13.46%                   | \$453,351.00           | \$514,372.04             |

**SOURCE OF FUNDS:**

The amendment increases the total award amount to Hinterland Group, Inc. from \$453,351.00 to \$514,372.04. The second lowest responsive bid submitted on April 30, 2019, was \$521,719, and did not include the 17 additional items added to the agreement in September of 2019. The award



## CONSENT

amount is the total cost of each item contemplated in the agreement, and does not reflect total anticipated annual expenditure.

The department estimates \$500,000 total cost per fiscal year on lift station rehabilitation work. Funds are available in the Utilities/Wastewater Collection/Lift Station Rehabilitation account (47126836-044699-19512) in the Utilities operating fund. Operating funds and are generated from water and sewer revenues.

| Account Name                                           | Account Number        | Current Amount Available |
|--------------------------------------------------------|-----------------------|--------------------------|
| Utilities/Wastewater Collection/Lift Station<br>Rehabs | 47126836-044699-19512 | \$209,748                |

### **RECOMMENDATION:**

Staff recommends the Board approve the first extension and second amendment to the agreement, and authorize the Chairman to execute it after the County Attorney has approved it as to form and legal sufficiency.

### **ATTACHMENTS:**

First Extension and Second Amendment to Continuing Contract Agreement for Lift Station Rehabilitation Services





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Parks & Recreation

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**ITEM #10:** Resolution No. 2023-46

**SUMMARY:** The expected completion date for this portion of the project was originally July 30, 2023; however, there were delays in the start time due to weather and material and supply availability. Final completion will be completed by September 14, 2023, and final reimbursement by Palm Beach County is expected on October 28, 2023.

As a result, Palm Beach County and Village staff are recommending the approval of the proposed Agreement Amendment No. 3 to extend the Interlocal Agreement and ensure that the Village is following the performance requirements set by the initial agreement.

If approved by the Village Council, the proposed Amendment will be submitted to the Palm Beach County Department of Housing and Economic Sustainability Director for execution.

**FISCAL IMPACT:**

Final completion will be completed by September 14, 2023, and final reimbursement by Palm Beach County is expected on October 28, 2023.

**ATTACHMENTS:**

1. Resolution No. 2023-46 CDBG Grant Application - Amendment No. 3 Extension to the Agreement Pathway Palm Park
2. Pedestrian Pathway Amend 003 to R2021-1613

## **RESOLUTION NO. 2023-46**

**A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO ENTER INTO AMENDMENT NO. 3 TO THE COMMUNITY BLOCK GRANT (CDBG) AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE A REVISED PROJECT SCOPE AND TO EXTEND THE PROJECT COMPLETION DATE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

Resolution No. 2023-46 CDBG Pathway Park – Amendment No. 3 – Extension of Time

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

**WHEREAS**, Palm Beach County allocated \$130,515 in Community Block Development Block Grant (CDBG) Funds, for the construction of sidewalk improvements to create an interconnected pathway system for the Pathway Park project; and

**WHEREAS**, Previously, the requirements were set to have the construction completed in March 2022 and the final reimbursement request for CDBG funds to be April 30, 2022. This new amendment will provide a sufficient amount of time to complete this project.

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

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

**Section 2.** The performance requirements for the improvements were 50% of CDBG funds by January 31, 2023 and completion of construction by May 30, 2023.

**Section 3.** The new performance requirements for the improvements include an extension until September 14, 2023, for completion of construction and reimbursement of project no later than October 28, 2023.

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

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

Resolution No. 2023-46 CDBG Pathway Park – Amendment No. 3 – Extension of Time

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

The Mayor thereupon declared this Resolution duly passed and adopted this 14<sup>th</sup> day of September 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

**AMENDMENT 003 TO THE AGREEMENT  
WITH  
VILLAGE OF PALM SPRINGS**

**Amendment 003** with an effective date of July 15, 2023 by and between **Palm Beach County** and the **Village of Palm Springs**.

**W I T N E S S E T H:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2021-1613) with the Village of Palm Springs on October 1, 2021, as amended by Amendment 001 (R2022-0594) on March 07, 2022, Amendment 002 (R2023-0310) on December 16, 2022 and Modification No.1 on June 01, 2023 to provide \$130,515 of Community Development Block Grant (CDBG) funds for the construction of sidewalk improvements to create an interconnected pathway system in the Village of Palm Springs; and

**WHEREAS**, both parties desire to modify the original Agreement to revise the project completion timelines, that were impacted due to supply and labor delays. The Village has requested additional time to complete construction, project close-out and to request 100% reimbursement of CDBG funds from the County; and

**WHEREAS**, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

**B. EXHIBIT "A": WORK PROGRAM NARRATIVE - SECTION 1. G**

Delete Performance Requirements in its entirety and replace with the following:

|                                              |                   |
|----------------------------------------------|-------------------|
| Complete Construction by:                    | October 31, 2023  |
| Request 100% Reimbursement of CDBG Funds by: | November 30, 2023 |

Except as altered by this Amendment 003, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 003 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

**IN WITNESS WHEREOF**, the Subrecipient has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and caused this Amendment 003 to be executed.

(SUBRECIPIENT SEAL BELOW)

**VILLAGE OF PALM SPRINGS**

By: \_\_\_\_\_  
Bev Smith, Mayor

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

By: \_\_\_\_\_  
Attorney for Subrecipient  
(Signature Optional)

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 003 on behalf of the County.

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

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

**Approved as to Form and  
Legal Sufficiency**

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

By: \_\_\_\_\_  
Howard J. Falcon III  
Chief Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard  
Deputy Director



# Village of Palm Springs

## UTILITIES DEPARTMENT MEMORANDUM

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**TO:** Jonathan B. Brown, Director  
Department of Housing & Economic Development  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, FL 3340

**FROM:** Juan Ruiz  
Parks and Recreation Director  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461  
561-584-8200 ext. 8451  
jcruiz@vpsfl.org

**RE:** CDBG Subrecipient Agreement #R2021-1613

**DATE:** July 12, 2023

The Village of Palm Springs respectfully requests the extension of the above-referenced grant agreement. The Village will need an additional 90 days to complete construction due to delays in the bidding/awarding process, as well as subsequent delays by the contractor once engaged. While the contractor was selected through a competitive bid process on 03/28/23 and given the Notice to Proceed on 05/08/2023, the combination of delays due to supply chain and labor issues will not allow for construction to be completed within the current CDBG funding agreement project period. The 90-day extension will provide for a new construction completion date of September 14, 2023, and the 100% reimbursement date would be October 28, 2023.

Thank you for your continued support of the Village of Palm Springs.





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Administration

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### **ITEM #11:**

### **FISCAL IMPACT:**

### **ATTACHMENTS:**

1. PBSC Proclamation

*Office of the Mayor*

## Village of Palm Springs, Florida

# Proclamation

**WHEREAS**, Palm Beach State College was founded in 1933 as Florida's first public two-year college and has continuously served the educational needs of Palm Beach County residents for 90 years, first as a junior college, then as a community college, and today as a state college; and

**WHEREAS**, Palm Beach State College, since opening its doors on November 14, 1933, as Palm Beach Junior College, has grown from 41 local students in three classrooms to 40,000 students from 151 countries and territories, studying on five campuses located in Boca Raton, Belle Glade, Lake Worth, Loxahatchee Groves, and Palm Beach Gardens, and online; and

**WHEREAS**, Palm Beach State College, established during the Great Depression when there was no institute of higher learning in Palm Beach County, is now an economic engine, pumping \$1.1 billion into the county's economy each year; and

**WHEREAS**, Palm Beach Junior College merged with Roosevelt Junior College, in 1965, which was established in 1958 to serve African American students; and

**WHEREAS**, Palm Beach State College has been integral to the remarkable growth and prosperity of Palm Beach County. Graduates of Palm Beach State College – community and business leaders for generations—have impacted every industry and continue to do so today; and

**WHEREAS**, Palm Beach State College, one of the top producers of associate degree graduates in the United States, also offers baccalaureate degrees, professional certificates, career training, and corporate and continuing education.

**NOW, THEREFORE, I BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRING**, on behalf of the Village do hereby wish to honor and pay special tribute:

**"PALM BEACH STATE COLLEGE ON THEIR 90<sup>TH</sup> ANNIVERSARY"**



*In witness whereof I have herunto set my hand  
and caused the seal of this city to be affixed*

*Mayor* \_\_\_\_\_

*Date* \_\_\_\_\_



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Public Works

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**ITEM #12:** PRESENTATION: 2nd Avenue North Stormwater Project

**SUMMARY:** Randy Wertepny, Keshavarz & Associates, serving as Village Engineer, will present information on the proposed 2nd Avenue North stormwater project. This capital project is partially located within the Lake Worth Road district of the Palm Springs CRA, and will facilitate redevelopment of stormwater needs in the area. The project is funded with American Rescue Plan Act (ARPA) dollars.

**FISCAL IMPACT:**

The proposed project does not have a direct fiscal impact to the CRA, but will facilitate redevelopment in the area.

**ATTACHMENTS:**

1. Drainage Concept Plan



# Village of Palm Springs

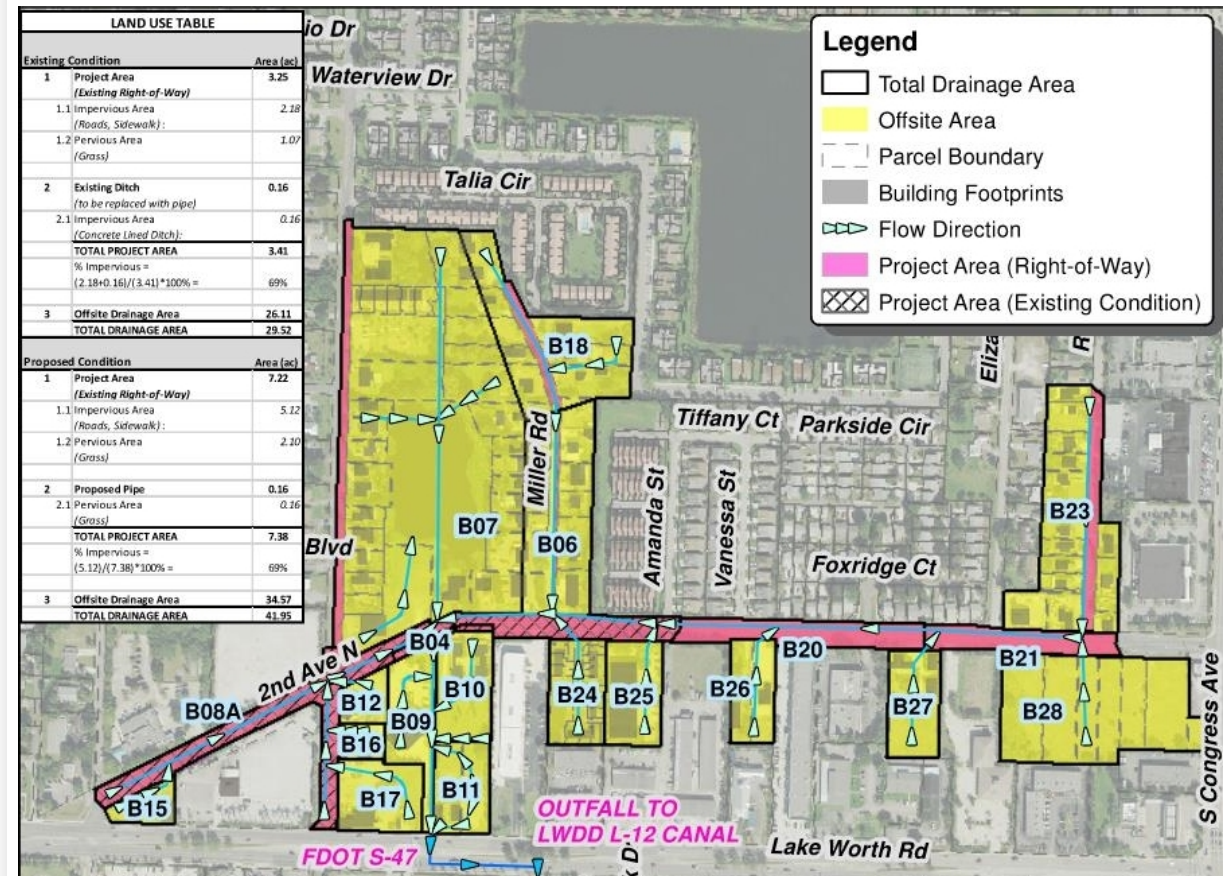
## 2<sup>nd</sup> Avenue North Area Drainage System Improvements

Village PO #00000309



# Background

- Annexation
- Heavily used commercial and residential corridor
- Limited Stormwater Management System Infrastructure
- Village-wide Stormwater System Evaluation and Improvement Plan
- Incorporation of the CRA
- Study / Regulatory Approvals
- Collaboration with FDOT
- Drainage Improvements

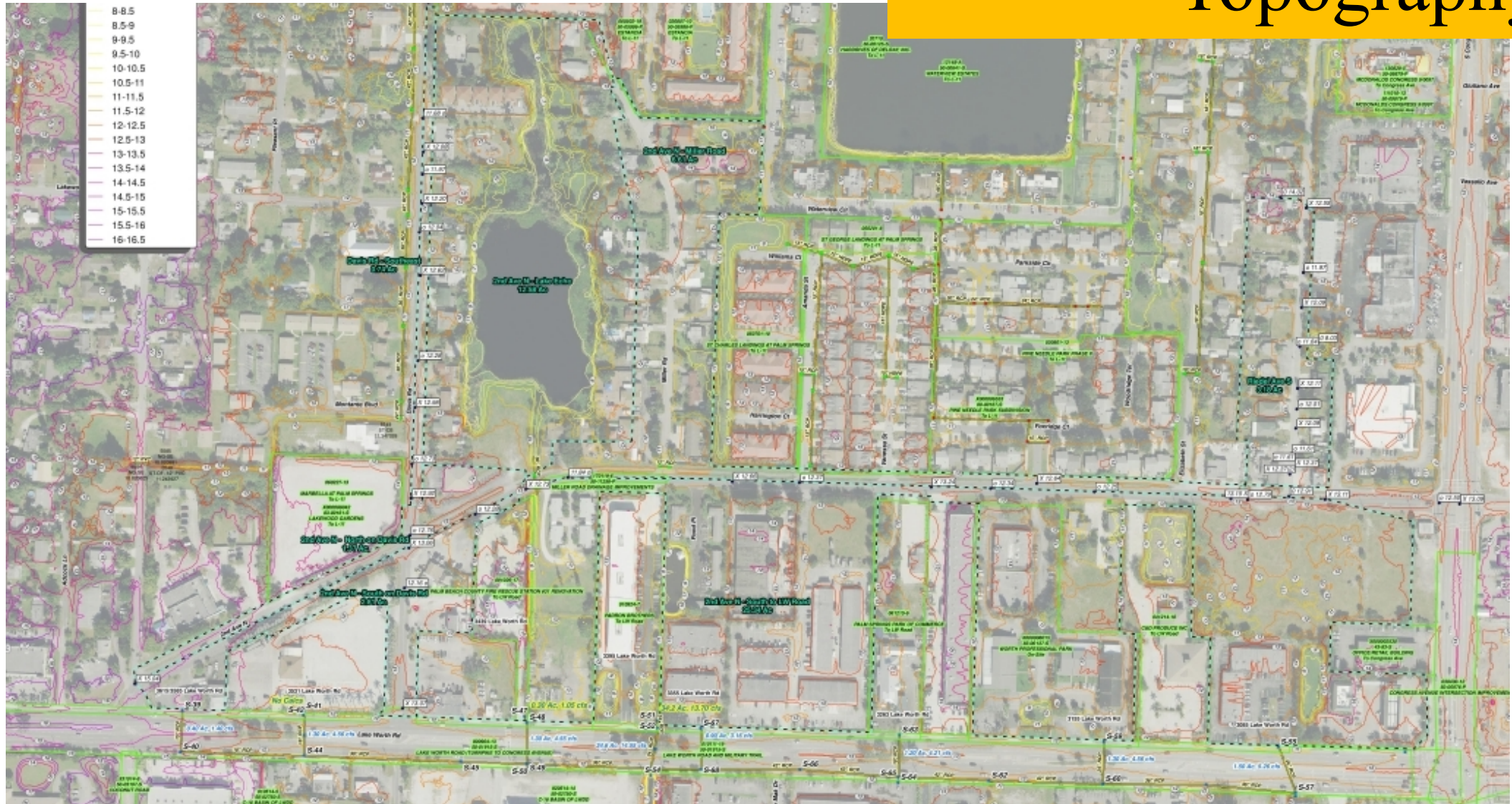


# Study Area





# Topography



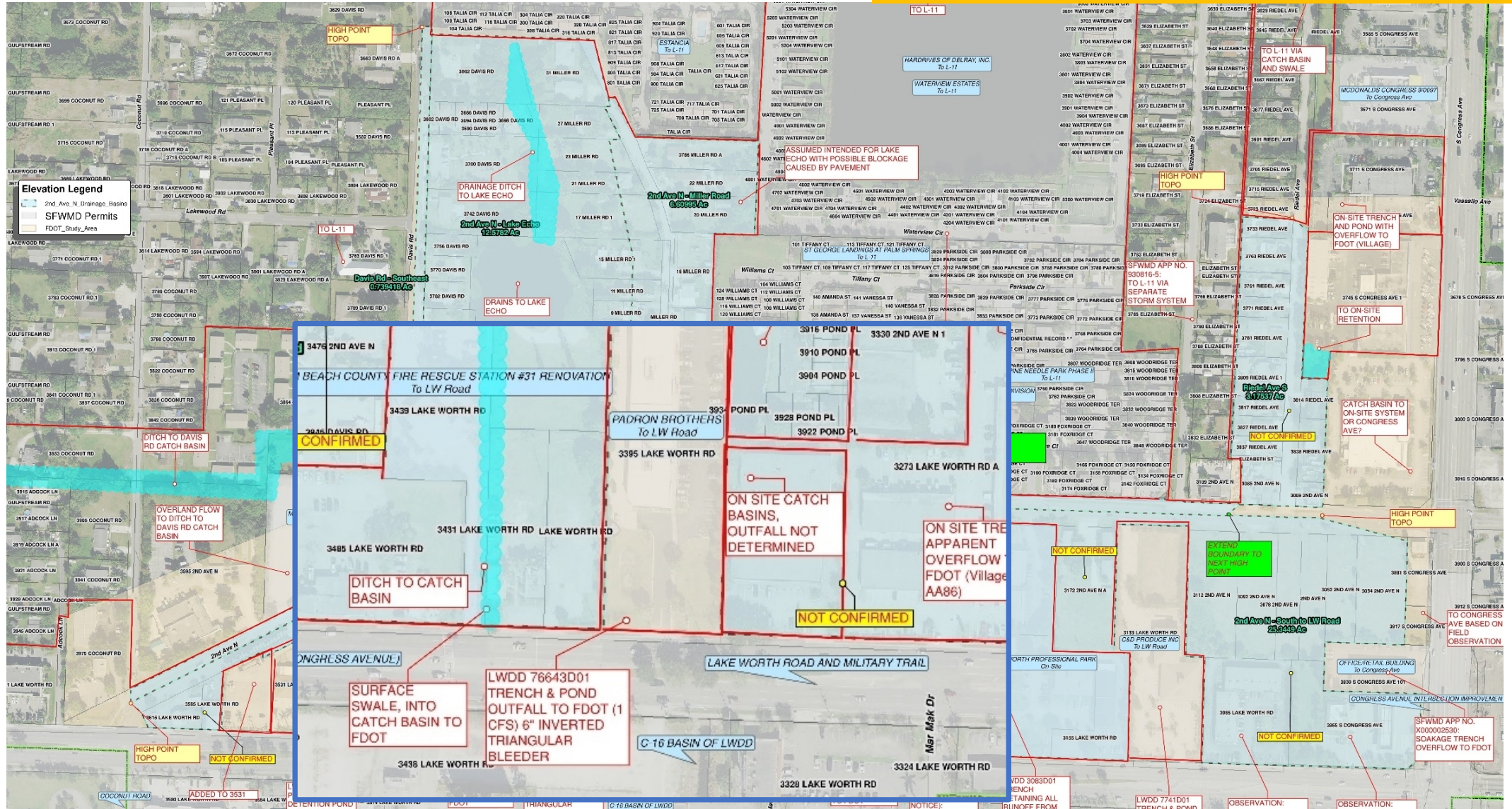


# Existing Facilities

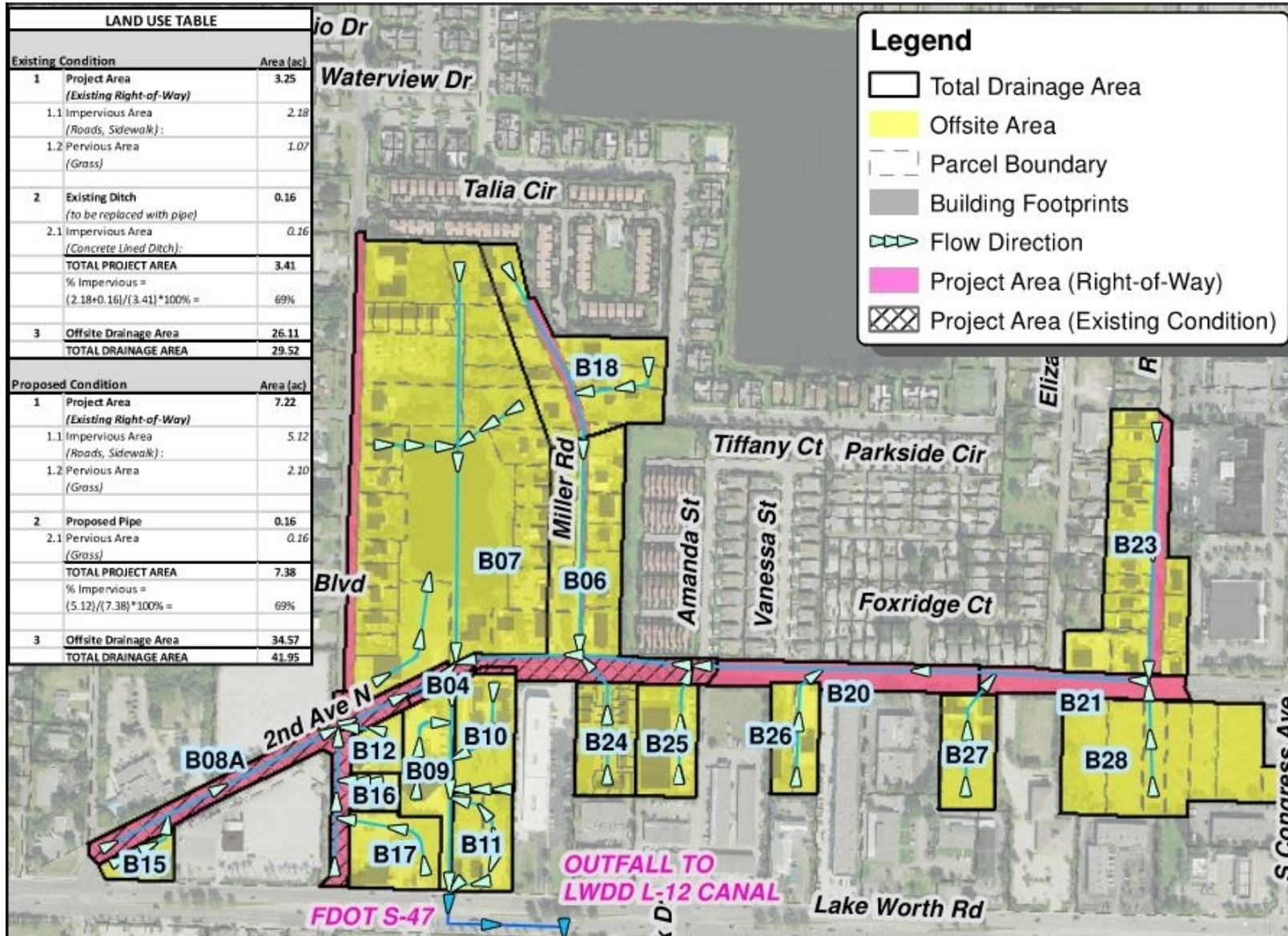




# Analysis







Proposed System Map





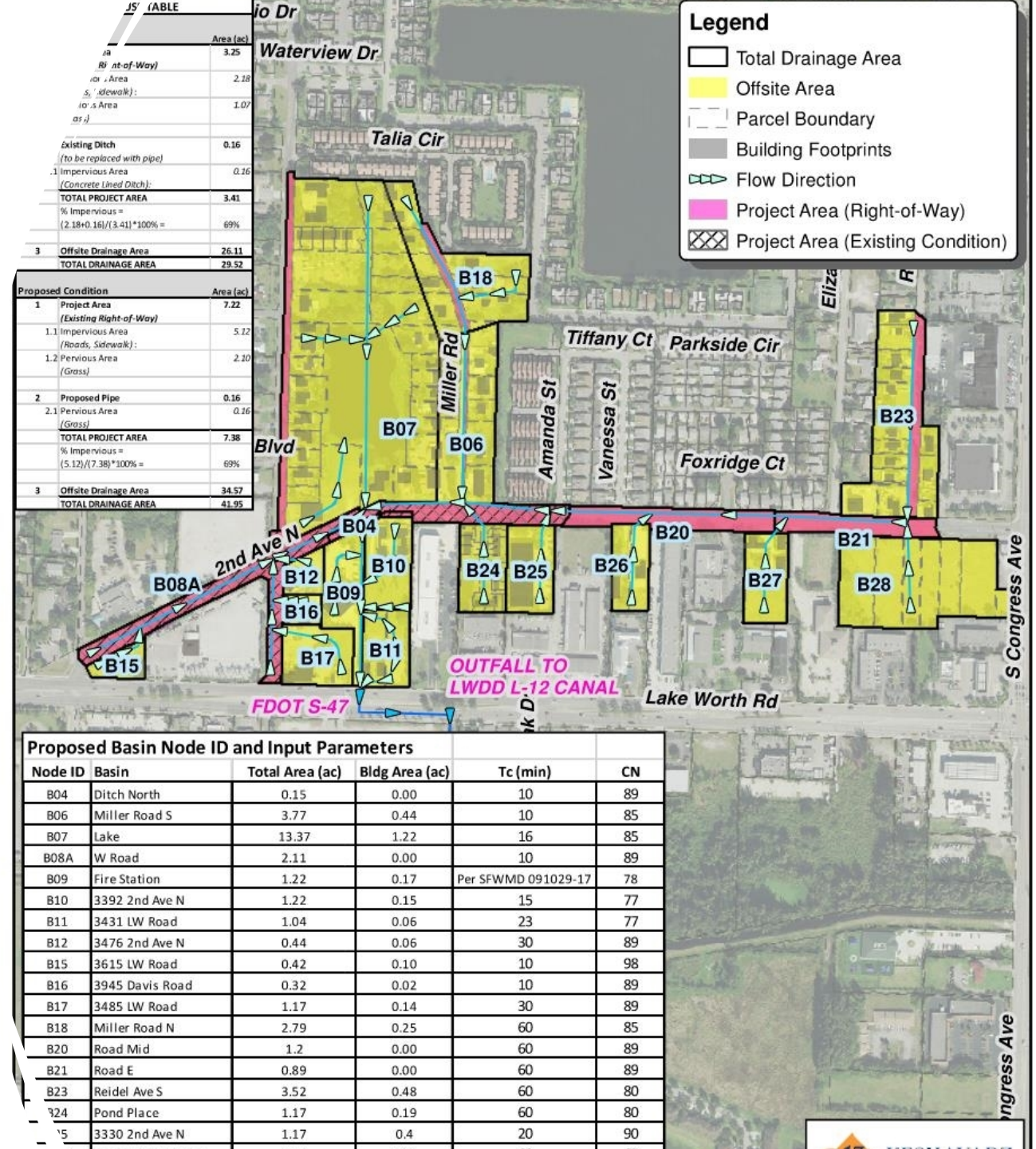
# COMPLETE



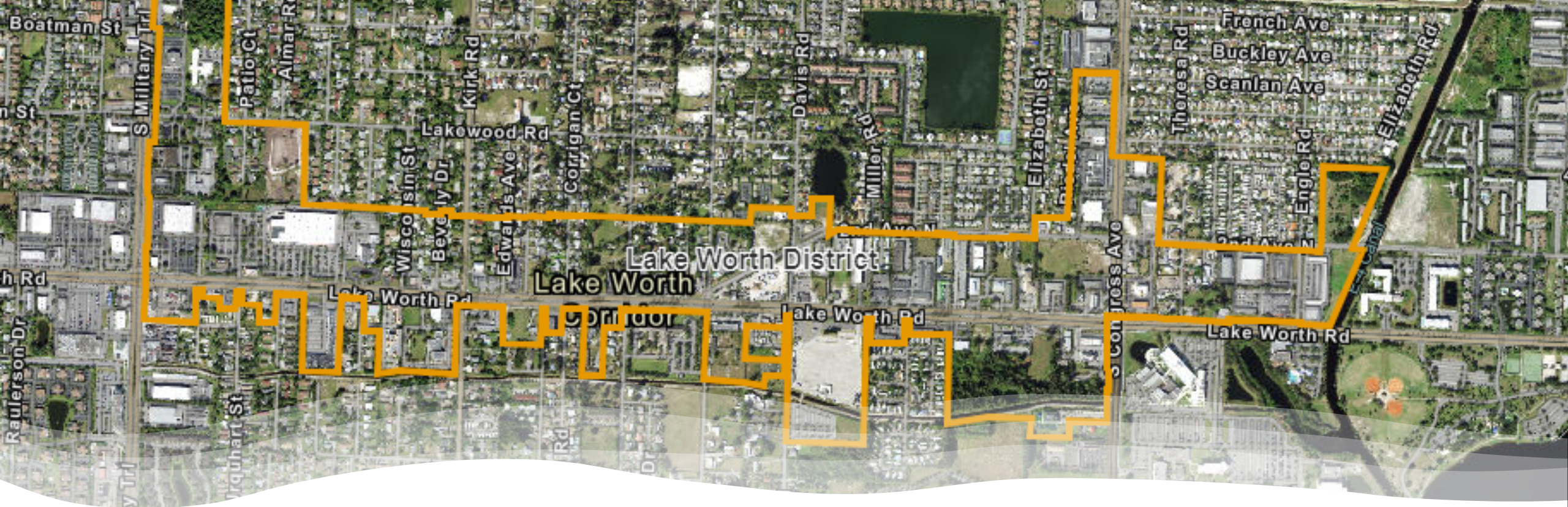


# Proposed Drainage Improvement Plan

- Roadway Drainage System within 2nd Avenue North, Miller Road, Riedell Road and portion of Davis Road
- Conveyance System, increasing capacity for 2<sup>nd</sup> Avenue by tenfold
- Legal Positive Outfall for adjacent Parcels







Village Input



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Administration

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**ITEM #13:** Health Insurance Coverage for Elected Officials

**SUMMARY:** The Council does not participate in the Village's Health Insurance program. This item proposes allowing them to opt into the program for single premium coverage, the same as employees. The proposed change will align the compensation package with similar municipalities. It also helps attract a broader range of residents to serve on the Council.

The monthly premium is \$740.25, of which the insured pays \$17.31 weekly.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

1. 2023 - VPS Insurance Rates

| Name                                                             | Classification | Employee Pre-Tax Ded Amt | Employee Post-Tax Ded Amt | Employer Contr Amt | Carrier Premium |
|------------------------------------------------------------------|----------------|--------------------------|---------------------------|--------------------|-----------------|
| Active Vision Employee Only                                      | PreTax         | \$ 4.60                  | \$ -                      | \$ -               | \$ 4.60         |
| Active Vision Employee + Spouse                                  | PreTax         | \$ 9.20                  | \$ -                      | \$ -               | \$ 9.20         |
| Active Vision Employee + Family                                  | PreTax         | \$ 15.30                 | \$ -                      | \$ -               | \$ 15.30        |
| Active Vision Employee + Children                                | PreTax         | \$ 10.32                 | \$ -                      | \$ -               | \$ 10.32        |
| EAP                                                              | EmployerPaid   |                          |                           | \$ 0.22            | \$ 0.95         |
| Active Medical (Premier) EE + 1 Dep (Child)                      | PreTax         | \$ 53.08                 | \$ -                      | \$ 285.67          | \$ 1,467.92     |
| Active Medical (Premier) EE + 1 Dep (Spouse)                     | PreTax         | \$ 53.08                 | \$ -                      | \$ 304.19          | \$ 1,548.17     |
| Active Medical (Premier) EE + 2 Deps (Children Only)             | PreTax         | \$ 85.38                 | \$ -                      | \$ 253.37          | \$ 1,467.92     |
| Active Medical (Premier) EE + 2 Deps (Spouse + 1 Child)          | PreTax         | \$ 85.38                 | \$ -                      | \$ 429.16          | \$ 2,229.68     |
| Active Medical (Premier) EE + 3 or more Deps (Children Only)     | PreTax         | \$ 109.62                | \$ -                      | \$ 229.14          | \$ 1,467.92     |
| Active Medical (Premier) EE + 3 or more Deps (Spouse + Children) | PreTax         | \$ 109.62                | \$ -                      | \$ 404.93          | \$ 2,229.68     |
| Active Medical (Premier) Employee Only                           | PreTax         | \$ 17.31                 | \$ -                      | \$ 153.63          | \$ 740.75       |
| Active Vol Children Life/AD&D                                    | PostTax        | \$ -                     | \$ 0.46                   | \$ -               | \$ 2.00         |
| Basic Dependent Life: Spouse (\$2,000)/Children (\$1,000)        | EmployerPaid   |                          |                           | \$ 0.14            | \$ 0.60         |
| Pet Assure Single                                                | PostTax        | \$ -                     | \$ 8.00                   | \$ -               | \$ 8.00         |
| Pet Assure Single + PetPlus Rx Single                            | PostTax        | \$ -                     | \$ 11.75                  | \$ -               | \$ 11.75        |
| Pet Assure Single + PetPlus Rx Unlimited                         | PostTax        | \$ -                     | \$ 15.50                  | \$ -               | \$ 15.50        |
| Pet Assure Unlimited                                             | PostTax        | \$ -                     | \$ 11.00                  | \$ -               | \$ 11.00        |
| Pet Assure Unlimited + PetPlus Rx Single                         | PostTax        | \$ -                     | \$ 14.75                  | \$ -               | \$ 14.75        |
| Pet Assure Unlimited + PetPlus Rx Unlimited                      | PostTax        | \$ -                     | \$ 18.50                  | \$ -               | \$ 18.50        |
| PetPlus Rx Single                                                | PostTax        | \$ -                     | \$ 3.75                   | \$ -               | \$ 3.75         |
| PetPlus Rx Unlimited                                             | PostTax        | \$ -                     | \$ 7.50                   | \$ -               | \$ 7.50         |
| PrivacyArmor Plus EE + Family                                    | PostTax        | \$ -                     | \$ 17.95                  | \$ -               | \$ 17.95        |
| PrivacyArmor Plus EE Only                                        | PostTax        | \$ -                     | \$ 9.95                   | \$ -               | \$ 9.95         |
| Active Medical (Base) EE + 1 Dep (Child)                         | PreTax         | \$ 23.08                 | \$ -                      | \$ 259.25          | \$ 1,223.43     |
| Active Medical (Base) EE + 1 Dep (Spouse)                        | PreTax         | \$ 23.08                 | \$ -                      | \$ 297.76          | \$ 1,390.29     |
| Active Medical (Base) EE + 2 Deps (Children Only)                | PreTax         | \$ 40.38                 | \$ -                      | \$ 241.94          | \$ 1,223.43     |
| Active Medical (Base) EE + 2 Deps (Spouse + 1 Child)             | PreTax         | \$ 40.38                 | \$ -                      | \$ 421.68          | \$ 2,002.30     |
| Active Medical (Base) EE + 3 or more Deps (Children Only)        | PreTax         | \$ 57.69                 | \$ -                      | \$ 224.64          | \$ 1,223.43     |
| Active Medical (Base) EE + 3 or more Deps (Spouse + Children)    | PreTax         | \$ 57.69                 | \$ -                      | \$ 404.38          | \$ 2,002.30     |
| Active Medical (Base) Employee Only                              | PreTax         | \$ 5.77                  | \$ -                      | \$ 147.74          | \$ 665.22       |





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Administration

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**ITEM #14:** Approve Professional Services Agreement - Lobbying Services - Ronald L. Book, P.A.

**SUMMARY:** Each legislative session, the Village has submitted an Appropriation Request through its State Representative and Senator but has not received funding. These seats are currently filled by Representative David Silvers and Senator Bobby Powell. Although for the past two years (2022 and 2023), funding was approved by the Legislature, it was vetoed by the Governor.

The staff is recommending that the Village engage a law firm that specializes in lobbying services to represent our interests in Tallahassee and place us in a better position for State discretionary funding. Without having representation at the State Capitol, there is little chance Palm Springs's interests will be represented at the level needed to secure funding.

By way of background, Ronald L. Book, P.A., has an office in Tallahassee (Florida) and Hollywood (Florida). They bring extensive experience in legislative representation as well as professional respect amongst legislators. Locally, they have represented the Village of Royal Palm Beach, Loxahatchee Groves, Palm Beach County, and numerous other South Florida cities.

The staff recommends that the Village Council approve the proposed Professional Services Agreement with Ronald L. Book, P.A., for State lobbying services.

**FISCAL IMPACT:**

The proposed Fiscal Year 2024 Village Council budget includes \$50,000 for a lobbyist.

**ATTACHMENTS:**

1. Proposed Professional Services Agreement - Ronald L. Book, PA
2. Ronald L. Book, P.A. Overview





August 25, 2023

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

Via Email: [mbornstein@vpsfl.org](mailto:mbornstein@vpsfl.org)

Dear Mr. Manager,

First and foremost, thank you for your time discussing the Village of Palm Springs and your legislative needs and priorities. We are excited and eager for the opportunity to represent the Village and we are confident we can provide meaningful and effective service as we work to accomplish your goals.

#### **GENERAL TERMS**

It is understood that the purpose of this engagement is for our firm to provide legislative and executive branch lobbying services for the Village of Palm Springs related to the needs and priorities of Village. This representation includes the state Legislature, Executive Branch, and all state agencies. The representation includes all traditional lobbying duties, including, but not limited to, the following:

- Drafting and preparing appropriations request applications and supporting documents
- Identifying legislative champions for said projects
- Testifying at committee hearings
- Preparing support materials as necessary
- Scheduling meetings for Village officials with House and Senate members, staff, and agency officials
- Providing written reports regularly throughout the legislative session and committee weeks
- Identifying grant opportunities and providing assistance with applications.
- Providing information, advice, and assistance on any substantive legislative matters that may impact the Village.
- Appearing before the Village as necessary to provide updates and reports and generally be available for Village-related teleconferences and meetings.

Should any collateral materials or presentations be needed, you agree to provide such. You also agree to fully educate us on all aspects of Village issues and priorities thus allowing us to be effective and aggressive in our representation. It is understood that it may be necessary for you to attend legislative committee hearings, and meetings with legislators, legislative staff, and executive branch officials and staff, and you agree to make yourself available for said meetings with reasonable notice.

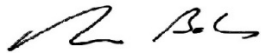
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**FEES**

In exchange for this representation, you agree to compensate our firm with an annual retainer of \$50,000.00, invoiced monthly, over 12-months, at a rate of \$4,166.66. There will be no limitations on hours that need to be expended to accomplish your goals. We will invoice prorated travel costs with a not to exceed in the aggregate of \$3,000.00, annually. It is understood that this agreement is effective upon execution and covers the 2024 Legislative Session, to include all interim committee hearings and the Governor's review period for any approved appropriations projects.

Again, thank you for this opportunity. Assuming this meets with our mutual understanding, please sign, and return this agreement to our office at your earliest convenience.



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Ronald L. Book  
Ronald L. Book, P.A.

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Michael Bornstein, Village Manager  
Village of Palm Springs



## FIRM OVERVIEW AND PROFESSIONALS

Thank you for the opportunity to share some information about who we are at Ronald L. Book, P.A.

Our firm is considered one of the premier lobbying firms in the state, with unparalleled experience in the appropriations process. The firm is consistently ranked in the top five Tallahassee lobbying firms among various media sources and others who follow Tallahassee politics and has been named the number one appropriations firm in Florida for several years. Established in 1987, the firm has a long history representing Fortune 500 companies, sports teams and sports facilities, government entities like cities and counties, hospitals and health care entities, professional associations and not-for-profit groups. Our law firm works exclusively in the government affairs arena, specializing in legislative and executive advocacy, strategic planning and general government consulting. We are proud to be involved in the legislative process 365 days-a-year. We are a bipartisan firm that enjoys extensive bipartisan relationships with legislature and executive branch, allowing us to be effective in today's political climate. We are one of the few statewide firms with a robust local government practice, and we are well known throughout Florida's congressional delegation.

Ronald L. Book, P.A. offers a powerful combination of talent and experience with a proven track record before the legislative and executive branches of government. The firm's contact base extends throughout state government and includes legislative leadership, legislative staff, and executive branch officials. We provide hands-on monitoring, intelligence and oversight of government activity coupled with a highly professional, performance-oriented approach for meeting client goals and objectives. We work closely with our clients to develop a concise and focused agenda with strategies designed to exceed client expectations.

The firm boasts a virtually flawless record of success attaining clients' goals, which range from legal counseling on corporate and private matters to persuading lawmakers to support or oppose various programs and causes. Professional skill is complemented by responsive, personal service as evidenced by the fact that the vast majority of clients have retained the firm's services for many years. Operating full-time offices in Aventura and Tallahassee affords the firm's professionals close proximity to clients and legislators, providing access to, and visibility amongst, key decision-makers. The result for our clients is maximum accessibility.

The firm's mission is to provide a full range of government relations services to our clients – “anything and everything government.” We utilize our knowledge of the legislative process and our relationships with the “players” in the process to assist clients by representing their interests and advocating their legislative agendas – be it a change in substantive law, a grant opportunity, an executive order or a complex budget formula, trust fund or line item.

At Ronald L. Book, P.A., we have a simple firm philosophy– “It CAN be done.” We rely on that philosophy to approach any endeavor, and it has helped us be successful, even in difficult circumstances. We treat every issue – every amendment, every bill, and every budget request – as a priority, to ensure

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that we are not approaching issues from a reactionary perspective, but a proactive one. Furthermore, we understand that the legislative process is not a process that begins and ends in the 60-day legislative session, but rather a year-round process that requires constant vigilance, commitment and dedication.

Finally, our firm understands that the best way to keep and maintain working relationships with Legislators and staff is to be honest, forthright and ethical in all activities. We are well respected throughout the Capitol for our business practices. We believe that relationships are easily enhanced when built on a foundation of honesty, understanding and mutual respect. We carry that philosophy into the Capitol every day, and it contributes to our success.

Simply put, each member of our firm has good relationships with the Florida Governor and Cabinet, state agencies, House and Senate members, both Democrat and Republican, and we count the new and future presiding officers and leaders in both chambers of the Legislature as friends.

There is one guarantee in government affairs and politics, and that is change – changes in leadership, changes in priorities and changes to the process are all commonplace in Tallahassee. For more than 30 years, Ronald L. Book, P.A. has remained a constant in Tallahassee politics, and our clients have looked to us for advice and counsel to navigate that sea of change. We provide effective solutions and achievement by offering our clients:

- Strategic planning with a proactive approach.
- Professional and experienced government relations consultants.
- Bipartisan contacts throughout Florida government.
- Dedication and determination to get the job done.

Attached please find some information on our firm's professionals.

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**Ronald L. Book, Esq. | Founder, President and CEO**

Mr. Book is President and Chief Executive Officer of Ronald L. Book, P.A. Since founding the firm in 1987, Ron has developed a client list that is a “who’s who” of business and industry, local governments, health care and not-for-profit associations. His reputation as a hard worker, dedicated to his client’s causes, has earned him a place in the upper echelon of Tallahassee power. Associates, clients and lawmakers describe Ron Book and his firm as committed, tenacious, knowledgeable and credible.

It is difficult to narrow Mr. Book’s areas of expertise to a simple few. From sports and economic development to affordable housing to environmental remediation to social services, transportation, growth management, health care, seaports and aviation -- if it is an issue that you have read about, Mr. Book has been at the center of the debate,

influencing the decisions of policymakers for the past 4 decades.

For more than 30 years, his firm has led the government affairs industry in Florida, specializing in the appropriations process, responsible for literally, billions in grants, programs and earmarks to various projects and causes. An innovator in local government representations, the firm counts dozens of cities, counties and government entities as clients. The result of his innovation in this practice area is that the firm’s relationships and influence extend well beyond the halls of the state Capitol and deep into City and County governments, north to south and coast to coast. It is why the firm is one of the few that offers first tier state legislative representation along with a robust and extensive local government practice.

In his local practice, Ron specializes in land use and zoning, with a strong emphasis on large-scale, iconic developments, including major mixed-use developments, stadiums, arenas, automobile dealerships, convenience stores and many others. Additional local representations focus on procurement, purchasing and disaster debris management.

Ron’s history in the Florida political process began in the 1970’s, when he began working for the Florida Legislature. He later served as Special Counsel and head of Legislative Affairs for Florida Governor Bob Graham and later, as Director of the Administrative and Governmental Law Department for Miami-based Sparber, Shevin, Shapo, Heilbronner & Book, one of Florida’s most influential law firms from 1977 to 1987. His knowledge of Florida politics and its players is rooted in his work in several statewide gubernatorial, cabinet level and referendum campaigns – from “Five for Florida’s Future” in 1980 to the two campaigns that ultimately authorized gaming at Florida’s pari-mutuel facilities in 2004 and 2008.

In addition to his work on lobbying matters, Ron also provides general consulting services for many businesses, in both long-established and growing industries, including navigating complex regulatory matters, business development and strategic planning. To provide this guidance, he draws on his vast network of relationships, which range from current and former elected officials at all levels of government as well as business leaders in a wide range of industries.

Dedicated to community causes, Ron has served on dozens of charitable boards, including the Mourning Family Foundation, Best Buddies and Joe DiMaggio Children’s Hospital, to name a few. He also serves as Chairman of the Miami-Dade Homeless Trust, where he has been a member for more than 25 years, first appointed by Mayor Alex Penelas and subsequently reappointed numerous times. The Trust

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administers a budget of over \$66 million in funds and oversees Miami-Dade County's effort to end homelessness in the community. Under his leadership, the Trust has been recognized numerous times as a national best practice model, and was proud to host HUD Secretary Ben Carson, last year, when the Trust was among the first in the country to announce and end to Veteran's homelessness in our community.

In addition to his work at the Trust, Ron serves as Chairman of the Board for the Lauren's Kids Foundation, a not-for-profit entity he founded with his daughter, Florida State Senator Lauren Book. The Lauren's Kids Foundation is dedicated to ending childhood sexual abuse through education and awareness and helping survivors heal with guidance and support. The foundation educates adults and children about sexual abuse prevention through in-school curricula that is currently offered in over 90,000 classrooms nationwide. They also engage with the community through various awareness campaigns and speaking engagements around the country and the world.

Ron holds a Juris Doctorate degree from Tulane University and a B.A. in Political Science from Florida International University. He is a member in good standing of the Florida Bar. He is a registered lobbyist and a member of the Florida Association of Professional Lobbyists (FAPL).



**Kelly C. Mallette | Senior Director of Government Affairs**

Kelly oversees the firm's Capitol lobbying practice, including the overall development of strategy, approach and execution for the firm's extensive portfolio of clients.

Kelly's long experience in politics began decades ago, when, at the age of 19, she worked as an intern to one of Florida's most recognized lobbyists. Since then, she has grown into a powerful force in the Florida Capitol, providing lobbying services to a broad range of firm clients, including high-level business interests, hospitals, health care providers, professional associations and many others. Her experience as Senate aide to a former Appropriations subcommittee chair, provided her with unique insight into Florida's budget process, which has yielded hundreds of millions in funds for clients for everything from instructional materials, to complicated hospital formulas, to health care rate increases and other various grants and special appropriations.

A gifted writer and communicator, it is not unusual for a client to see Kelly's writing end up in official documents like substantive legislation, speeches and veto messages. She also helps oversee the firm's political and fundraising efforts, advising clients on campaign financing, fundraising management and compliance.

Early in her career, Kelly served as policy advisor and speechwriter for the then Mayor of Miami. She draws on that experience to assist in managing the firm's local government consulting practice. She focuses her expertise on zoning and permitting in multiple jurisdictions, working to expedite approvals for a wide range of clients.

Active in Republican politics, Kelly is on the Miami-Dade County Republican Executive Committee, and is a former member of the Board of Directors of the Miami-Dade Republican Party where she served as Vice-Chair of the Finance Committee. She was named Republican of the Year for Miami-Dade County

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in 2015. She has been a delegate at each of the last four Republican National Conventions and accepted an invitation to attend the 2016 Presidential inaugural events. Kelly also recently represented the firm on the host committee for Governor Ron DeSantis' inaugural celebration.

Once an elected official herself, Kelly served a 4-year term as a Commissioner in the Village of Biscayne Park, her hometown. She also served on the Miami-Dade County Safe Neighborhoods Parks Bonds Committee, overseeing millions in public funds approved for park projects in Miami-Dade County. She is a member of the Florida Association of Professional Lobbyists (FAPL).



**Rana G. Brown | Government Affairs Consultant**

In 2008, Rana Brown joined Ronald L. Book, P.A., with over 16 years of experience in government affairs. Ms. Brown is a Government Affairs Consultant for Ronald L. Book, P.A. She specializes in legislative procedure with emphasis on state and local government and various private sector interests. Ms. Brown provides executive direction services for the Florida Regional Councils' Association, a statewide organization. Her work with the Florida Regional Councils' provides her a depth of knowledge regarding local government, transportation, growth management and environmental issues. Prior to joining Ronald L. Book, P.A., Ms. Brown headed the Advocacy Department of the Greater Miami Chamber of Commerce where she restructured the Chamber's government affairs focus to address issues affecting the business community at the local, state and federal levels. Prior to her work at the Chamber, Ms. Brown held the position of Assistant Director of Intergovernmental Affairs within the office of the Mayor of Miami-Dade County, where she worked on behalf of the County before the state legislature, state agencies and executive branch. Ms. Brown's experience also includes nine years as staff in the Florida Senate, both in Tallahassee and Miami, several of which were in the office of the Senate President, and six years as a legislative assistant to a South Florida legislator. Ms. Brown holds a B.A. in History from Florida State University.



**Gabriela Navarro | Associate Consultant**

As the newest hire to Ronald L. Book, P.A., Gabriela Navarro brings her knowledge of the political process and unmatched work ethic to the firm. Her experience in various levels of Florida government is invaluable to clients from various industries. Due to that diverse experience, Gabriela will work with clients across the firm's portfolio while handling multiple matters in front of the legislature.

Gabriela's political career began when she, as a college student, accepted an internship in one of Florida's most recognizable lobbying and public affairs firms. During her time there, she was promoted to an associate before the age of 22. Her duties included both lobbying and managing local and judicial campaigns. More recently, she served as the lead legislative aide to a state representative in the Miami-Dade Legislative Delegation. As a House aide, her duties included acting as a liaison to municipalities, elected officials, businesses, and community organizations in the district. She was also responsible for overseeing legislative efforts, including budget and substantive issues.

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## RECENT SUCCESS

**Below please find an overview of recent success on behalf of some of our clients, with an emphasis on our municipal clients.**

### **2023 Legislative Session**

- \$580,000 for the City of Aventura 191<sup>st</sup> Street Drainage Project
- \$500,000 for the Bal Harbour Village Jetty Elevation and Resiliency Project
- \$774,000 for the Bal Harbour Village Stormwater System Improvements
- \$370,000 for the Cooper City Hiatus Road Traffic Safety Improvement
- \$450,000 for the Cooper City SW 49<sup>th</sup> Street Culvert Rehabilitation and Replacement Project
- \$600,000 for the City of Coral Gables Citywide Bridge Repair Program
- \$700,000 for the City of Coral Gables Force Main Replacement Program
- \$500,000 for the City of Coral Gables Street Resurfacing Program
- \$500,000 for the City of Coral Gables Venetian Structural and Surface Repair
- \$500,000 for the City of Dania Beach SW 52 Street Stormwater Improvement Project
- \$7,400,000 for the Village of Estero River Heights & Cranbrook Harbor Utility Expansion Project
- \$100,000 for the City of Fort Lauderdale Community Court
- \$251,500 for the City of Lauderdale Lakes Alzheimer's Care Center/Alzheimer Care Services Expansion
- \$514,740 for the City of Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project
- \$750,000 for the Town of Loxahatchee Groves Stormwater Systems Rehabilitation
- \$300,000 for the City of Marco Island Canal and Chanel Aeration Pilot Study
- \$600,000 for the City of Marco Island Generator Storage Building
- \$212,500 for the City of Marco Island High Water Fire Suppression Vehicle
- \$400,000 for the City of Marco Island San Marco Road Dead-End Canal Interconnect
- \$250,000 for the City of Margate Northwest Focal Point Senior Center ADA Renovations and Services
- \$600,000 for the City of Margate Stormwater Infrastructure Rehabilitation, Canal Embankment Restoration & Dredging
- \$500,000 for the City of Miami Beach Resilient Seawalls Along Collins Avenue
- \$350,000 for the City of Miramar Canal Improvements
- \$300,000 for the City of Miramar Southcentral/Southeast Focal Point Senior Center
- \$500,000 for the City of Miramar Digital Police Radio Replacement Phase I
- \$150,000 for the North Bay Village Inlet Filters Phase 2
- \$500,000 for the North Bay Village Inlet Wastewater Pump Station Phase 2
- \$350,000 for the North Bay Village Sidewalk and ADA Improvements
- \$600,000 for the City of North Miami Septic Tank to Sanitary Sewer Conversion Phase 2
- \$450,000 for the City of Pinellas Park Beacon Run North & South Ponds Water Quality Project
- \$165,560 for the City of Pinellas Park Pinebrook Safety Project
- \$500,000 for the City of Royal Palm Beach Canal System Rehabilitation Phase II
- \$500,000 for the City of Royal Palm Beach La Mancha Subdivision Roadway Underdrain

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- \$225,000 for the City of Sunny Isles Beach Urban Trail
- \$750,000 for the City of Sunrise Regional Reuse Water Main Extension
- \$400,000 for the City of Tamarac Stormwater Culvert Headwalls Improvement Project Phase 7
- \$600,000 for the City of Tamarac Water Treatment Plant Control Building

## **2022 Legislative Session**

- \$13,500,000 for the City of Pinellas Park Youth Sports Complex
- \$1,500,000 for Learning Ally/FSU Dyslexia Screener
- \$1,000,000 for the Overtown Youth Center
- \$375,000 for the Coral Gables Citywide Septic to Sewer Conversion
- \$500,000 for the Coral Gables Legacy Sewer System Repair and Replacement
- \$500,000 for the Coral Gables Stormwater Master Plan
- \$750,000 for the Coral Gables Restoration of Historic Gondola Building
- \$250,000 for the City of Lauderdale Lakes Alzheimer's Care Center
- \$275,000 for the City of Margate – Northwest Focal Point Senior Center
- \$300,000 for the City of Miramar – South Central/Southeast Focal Point Senior Center
- \$306,000 for the Nancy J. Cotterman Center Advocacy Program, located in Fort Lauderdale
- \$100,000 for the North Miami Beach Police Department Solving Cold Cases Using New Technology
- \$530,000 for the Village of Estero Utility Expansion Phase I
- \$750,000 for the Village of Estero on the River Trails
- \$450,000 for the Village of Estero Sandy Lane Bicycle and Pedestrian Improvements
- \$500,000 for the Town of Fort Myers Beach Estero Beach Blvd Water Stormwater Improvements
- \$399,695 for the City of Lauderdale Lakes Water Improvements and Canal Bank Stabilization Project
- \$416,745 for the City of Marco Island Canal Flushing Improvement Project San Marco Road/South Seas Court
- \$500,000 for the City of Margate Stormwater Infrastructure and Canal Embankment Restoration
- \$500,000 for the City of Miramar Historic Miramar Drainage Improvements Phase V
- \$150,000 for the North Bay Village Stormwater Inlet Filter Installation
- \$500,000 for the North Bay Village Wastewater Pump Station Improvements
- \$500,000 for the City of North Miami Septic Tank to Sanitary Sewer Conversion
- \$400,000 for the City of Sunny Isles Beach Central Island Drainage Project
- \$1,702,512 for the City of Marco Island Smokehouse Bay Bridge Replacement
- \$400,000 for the City of North Miami Pedestrian Bridge Over C-8 Canal

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# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Finance

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**ITEM #15:** Ordinance No. 2023-09 - Establish FY 2022-23 Millage Rates - Operating & Debt Service (FIRST READING)

**SUMMARY:** The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY 23-24) beginning October 1, 2023, and ending September 30, 2024. Additionally, the Council is requested to consider certifying the Village's taxable value to the PBC Property Appraiser as well as other related financial information:

- The gross taxable value for all properties within the Village for FY 2023 is \$1,902,659,981, an increase of \$226,792,324 over FY 2022.
- The rolled-back rate is calculated at 3.3328 per 1,000 taxable value.
- The Village's proposed FY 23/24 operating millage for the General Fund is \$3.50 per \$1,000 of the taxable value or an increase of 5.02% over the rolled-back rate (At 100% collection, the operating millage is expected to generate \$6,659,310 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the proposed budgeted revenue is expected to be \$6,392,938).
- The total taxable value within the Village to calculate the debt service millage rate is \$1,906,567,750; thus, the proposed millage rate required to pay the Village's general obligation debt for FY 23/24 is \$0.2319 per \$1,000 of taxable value. That is a decrease of 0.0320 from FY 22/23.
- The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2024 is \$124,182,408. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed \$3.50 per \$1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is \$434,638; however, the Village budgets at a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is \$412,907). This is the fourth year the Village has had the Palm Springs CRA.
- The combined proposed millage rates for FY 2024 (3.5000 operating + 0.2319 debt = 3.7319 total mills) is 0.0320 mills lower than the combined approved millage rates for FY 2023 (3.5000 operating + 0.2639 debt = 3.7639 total mills).

Ordinance No. 2023-09 establishes the millage rates for the Fiscal Year 23-24.

If approved on the 1st reading, the proposed FY 2024 millage rate ordinance will be presented to the Village Council for consideration on the 2nd and final reading on Wednesday, September 27, 2023, Council meeting.

**Note:** Following first reading, Ordinance No. 2023-09 will be publicly noticed as required by State Statutes. The staff will submit the required Form DR-420 - Certification of Taxable Value and the Form DR- 420Debt - Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector, and the State of Florida.

**FISCAL IMPACT:**

Establishes the final operating millage rate, debt service millage rate and millage rate for the Palm Springs CRA for the proposed budget for the fiscal year 2023-2024.

**ATTACHMENTS:**

1. Ordinance No. 2023-09 Establish Millage Rates for FY 23-24
2. DR 420 FY24
3. DR 420 Debt FY24
4. DR 420TIF FY24
5. DR 420MM FY24

**ORDINANCE NO. 2023-09**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FY 23/24; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council of the Village of Palm Springs, Florida adopted Fiscal Year 23/24 final millage rates following a public hearing as required by Florida Statute 200.065; and

**WHEREAS**, the Village of Palm Springs, Florida, held public hearings as required by Florida Statute 200.065; and

**WHEREAS**, the real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of \$1,808,641,226 and the tangible personal property for nonexempt valuation of \$94,018,755, for a total gross taxable value for operating purposes of \$1,902,659,981.

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

**Section 1.** The FY 23/24 operating millage rate for the Village of Palm Springs is hereby levied in the amount of \$3.5000 mills which is a 5.02% increase over the rolled-back rate of \$3.3328. The general obligation debt service millage rate is hereby levied in the amount of \$0.2319 mills, for a total of \$3.7319 mills of nonexempt valuation of real and personal property within the Village.

**Section 2. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 3. Severability.** If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional,

unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

**Section 4. Effective Date.** This ordinance shall become effective immediately upon adoption.

Council Member \_\_\_\_\_ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council for the Village of Palm Springs, Florida, on second reading, on 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 TORCIVIA, VILLAGE ATTORNEY



# CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Year : 2023                           | County : PALM BEACH                |
| Principal Authority :<br>Palm Springs | Taxing Authority :<br>Palm Springs |

## SECTION I : COMPLETED BY PROPERTY APPRAISER

|              |                                                                                                                                                                                                                                                                        |                                         |                                                                             |              |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------|--------------|
| 1.           | Current year taxable value of real property for operating purposes                                                                                                                                                                                                     | \$                                      | 1,808,641,226                                                               | (1)          |
| 2.           | Current year taxable value of personal property for operating purposes                                                                                                                                                                                                 | \$                                      | 94,018,755                                                                  | (2)          |
| 3.           | Current year taxable value of centrally assessed property for operating purposes                                                                                                                                                                                       | \$                                      | 0                                                                           | (3)          |
| 4.           | Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>                                                                                                                                                                        | \$                                      | 1,902,659,981                                                               | (4)          |
| 5.           | Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)            | \$                                      | 18,510,254                                                                  | (5)          |
| 6.           | Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>                                                                                                                                                                                                       | \$                                      | 1,884,149,727                                                               | (6)          |
| 7.           | Prior year FINAL gross taxable value from prior year applicable Form DR-403 series                                                                                                                                                                                     | \$                                      | 1,675,867,657                                                               | (7)          |
| 8.           | Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0                                                                                                                             | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO                                                 | Number 1 (8) |
| 9.           | Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0 | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO                                                 | Number 1 (9) |
| SIGN<br>HERE | <b>Property Appraiser Certification</b>                                                                                                                                                                                                                                |                                         | I certify the taxable values above are correct to the best of my knowledge. |              |
|              | Signature of Property Appraiser:                                                                                                                                                                                                                                       |                                         | Date :                                                                      |              |
|              | Electronically Certified by Property Appraiser                                                                                                                                                                                                                         |                                         | 6/27/2023 9:31 AM                                                           |              |

## SECTION II : COMPLETED BY TAXING AUTHORITY

|                                                                                                                                                                                                                       |                                                                                                                                                                                            |        |               |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|------|
| If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-. |                                                                                                                                                                                            |        |               |      |
| 10.                                                                                                                                                                                                                   | Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>                                                                   | 3.5000 | per \$1,000   | (10) |
| 11.                                                                                                                                                                                                                   | Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>                                                                                                     | \$     | 5,865,537     | (11) |
| 12.                                                                                                                                                                                                                   | Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i> | \$     | 0             | (12) |
| 13.                                                                                                                                                                                                                   | Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>                                                                                                                     | \$     | 5,865,537     | (13) |
| 14.                                                                                                                                                                                                                   | Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>                                                                                        | \$     | 124,182,408   | (14) |
| 15.                                                                                                                                                                                                                   | Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>                                                                                                                          | \$     | 1,759,967,319 | (15) |
| 16.                                                                                                                                                                                                                   | Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>                                                                                                     | 3.3328 | per \$1000    | (16) |
| 17.                                                                                                                                                                                                                   | Current year proposed operating millage rate                                                                                                                                               | 3.5000 | per \$1000    | (17) |
| 18.                                                                                                                                                                                                                   | Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>                                                                                  | \$     | 6,659,310     | (18) |



|                                                         |                                                                                                                                                                                                      |                              |                                                                                                                                                                                             |                                                          |      |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------|
| 19.                                                     | TYPE of principal authority (check one)                                                                                                                                                              |                              | <input type="checkbox"/> County                                                                                                                                                             | <input type="checkbox"/> Independent Special District    | (19) |
|                                                         |                                                                                                                                                                                                      |                              | <input checked="" type="checkbox"/> Municipality                                                                                                                                            | <input type="checkbox"/> Water Management District       |      |
| 20.                                                     | Applicable taxing authority (check one)                                                                                                                                                              |                              | <input checked="" type="checkbox"/> Principal Authority                                                                                                                                     | <input type="checkbox"/> Dependent Special District      | (20) |
|                                                         |                                                                                                                                                                                                      |                              | <input type="checkbox"/> MSTU                                                                                                                                                               | <input type="checkbox"/> Water Management District Basin |      |
| 21.                                                     | Is millage levied in more than one county? (check one)                                                                                                                                               |                              |                                                                                                                                                                                             |                                                          | (21) |
|                                                         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                  |                              |                                                                                                                                                                                             |                                                          |      |
| <b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>            |                                                                                                                                                                                                      |                              |                                                                                                            | <b>STOP HERE - SIGN AND SUBMIT</b>                       |      |
| 22.                                                     | Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>  |                              |                                                                                                                                                                                             | \$ 5,865,537                                             | (22) |
| 23.                                                     | Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>                                                                                                     |                              |                                                                                                                                                                                             | 3.3328 per \$1,000                                       | (23) |
| 24.                                                     | Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>                                                                                                     |                              |                                                                                                                                                                                             | \$ 6,341,185                                             | (24) |
| 25.                                                     | Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i> |                              |                                                                                                                                                                                             | \$ 6,659,310                                             | (25) |
| 26.                                                     | Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>                                                                                                 |                              |                                                                                                                                                                                             | 3.5000 per \$1,000                                       | (26) |
| 27.                                                     | Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, <u>minus 1</u>, multiplied by 100)</i>                                                            |                              |                                                                                                                                                                                             | 5.02 %                                                   | (27) |
| <b>First public budget hearing</b>                      |                                                                                                                                                                                                      | Date :<br>9/14/2023          | Time :<br>6:30 PM EST                                                                                                                                                                       | Place :<br>226 Cypress Lane Palm Springs, FL 33461       |      |
| <b>S<br/>I<br/>G<br/>N<br/><br/>H<br/>E<br/>R<br/>E</b> | <b>Taxing Authority Certification</b>                                                                                                                                                                |                              | I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S. |                                                          |      |
|                                                         | Signature of Chief Administrative Officer :                                                                                                                                                          |                              |                                                                                                                                                                                             | Date :                                                   |      |
|                                                         | Electronically Certified by Taxing Authority                                                                                                                                                         |                              |                                                                                                                                                                                             | 7/31/2023 8:27 AM                                        |      |
|                                                         | Title :<br>Michael Bornstein, Village Manager                                                                                                                                                        |                              | Contact Name and Contact Title :<br>Rebecca Morse, CFO                                                                                                                                      |                                                          |      |
|                                                         | Mailing Address :                                                                                                                                                                                    |                              | Physical Address :<br>226 CYPRESS LANE                                                                                                                                                      |                                                          |      |
| City, State, Zip :<br>PALM SPRINGS, FL 33461            |                                                                                                                                                                                                      | Phone Number :<br>5615848441 |                                                                                                                                                                                             | Fax Number :<br>5619650899                               |      |

# CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

## Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

### Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

### Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

## Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

### Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

### Line 24

Include only those levies derived from millage rates.



# CERTIFICATION OF VOTED DEBT MILLAGE

[Reset Form](#)[Print Form](#)

DR-420DEBT

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

|                                         |                                    |
|-----------------------------------------|------------------------------------|
| Year : 2023                             | County : PALM BEACH                |
| Principal Authority :<br>Palm Springs   | Taxing Authority :<br>Palm Springs |
| Levy Description :<br>Palm Springs Debt |                                    |

## SECTION I: COMPLETED BY PROPERTY APPRAISER

|              |                                                                                          |    |                                                                             |     |
|--------------|------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------|-----|
| 1.           | Current year taxable value of real property for operating purposes                       | \$ | 1,812,548,995                                                               | (1) |
| 2.           | Current year taxable value of personal property for operating purposes                   | \$ | 94,018,755                                                                  | (2) |
| 3.           | Current year taxable value of centrally assessed property for operating purposes         | \$ | 0                                                                           | (3) |
| 4.           | Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3) | \$ | 1,906,567,750                                                               | (4) |
| SIGN<br>HERE | <b>Property Appraiser Certification</b>                                                  |    | I certify the taxable values above are correct to the best of my knowledge. |     |
|              | Signature of Property Appraiser :                                                        |    | Date :                                                                      |     |
|              | Electronically Certified by Property Appraiser                                           |    | 6/27/2023 9:31 AM                                                           |     |

## SECTION II: COMPLETED BY TAXING AUTHORITY

|              |                                                                                                       |                                                        |                                                                                    |     |
|--------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------|-----|
| 5.           | Current year proposed voted debt millage rate                                                         | 0.2319                                                 | per \$1,000                                                                        | (5) |
| 6.           | Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution | 0.0000                                                 | per \$1,000                                                                        | (6) |
| SIGN<br>HERE | <b>Taxing Authority Certification</b>                                                                 |                                                        | I certify the proposed millages and rates are correct to the best of my knowledge. |     |
|              | Signature of Chief Administrative Officer :                                                           |                                                        | Date :                                                                             |     |
|              | Electronically Certified by Taxing Authority                                                          |                                                        | 7/31/2023 8:27 AM                                                                  |     |
|              | Title :<br>Michael Bornstein, Village Manager                                                         | Contact Name and Contact Title :<br>Rebecca Morse, CFO |                                                                                    |     |
|              | Mailing Address :                                                                                     | Physical Address :<br>226 CYPRESS LANE                 |                                                                                    |     |
|              | City, State, Zip :<br>PALM SPRINGS, FL 33461                                                          | Phone Number :<br>5615848441                           | Fax Number :<br>5619650899                                                         |     |

## INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

### Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

### Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

**TAX INCREMENT ADJUSTMENT WORKSHEET**

|                                |                    |                    |              |
|--------------------------------|--------------------|--------------------|--------------|
| Year :                         | 2023               | County :           | PALM BEACH   |
| Principal Authority :          | Palm Springs       | Taxing Authority : | Palm Springs |
| Community Redevelopment Area : | PALM SPRINGS -2020 | Base Year :        | 2019         |

**SECTION I : COMPLETED BY PROPERTY APPRAISER**

|    |                                                               |    |             |     |
|----|---------------------------------------------------------------|----|-------------|-----|
| 1. | Current year taxable value in the tax increment area          | \$ | 413,336,064 | (1) |
| 2. | Base year taxable value in the tax increment area             | \$ | 289,153,656 | (2) |
| 3. | Current year tax increment value <i>(Line 1 minus Line 2)</i> | \$ | 124,182,408 | (3) |
| 4. | Prior year Final taxable value in the tax increment area      | \$ | 353,329,514 | (4) |
| 5. | Prior year tax increment value <i>(Line 4 minus Line 2)</i>   | \$ | 64,175,858  | (5) |

|                      |                                                                                     |                                                                             |  |
|----------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--|
| <b>SIGN<br/>HERE</b> | <b>Property Appraiser Certification</b>                                             | I certify the taxable values above are correct to the best of my knowledge. |  |
|                      | Signature of Property Appraiser :<br>Electronically Certified by Property Appraiser | Date :<br>6/27/2023 9:31 AM                                                 |  |

**SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

|                                                                                                                               |                                                                                                                                                            |    |                    |      |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------|------|
| 6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:     |                                                                                                                                                            |    |                    |      |
| 6a.                                                                                                                           | Enter the proportion on which the payment is based.                                                                                                        |    | 100.00 %           | (6a) |
| 6b.                                                                                                                           | Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i><br><i>If value is zero or less than zero, then enter zero on Line 6b</i> | \$ | 124,182,408        | (6b) |
| 6c.                                                                                                                           | Amount of payment to redevelopment trust fund in prior year                                                                                                | \$ | 0                  | (6c) |
| 7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value: |                                                                                                                                                            |    |                    |      |
| 7a.                                                                                                                           | Amount of payment to redevelopment trust fund in prior year                                                                                                | \$ | 0                  | (7a) |
| 7b.                                                                                                                           | Prior year operating millage levy from Form DR-420, Line 10                                                                                                |    | 0.0000 per \$1,000 | (7b) |
| 7c.                                                                                                                           | Taxes levied on prior year tax increment value<br><i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>                                                  | \$ | 0                  | (7c) |
| 7d.                                                                                                                           | Prior year payment as proportion of taxes levied on increment value<br><i>(Line 7a divided by Line 7c, multiplied by 100)</i>                              |    | 0.00 %             | (7d) |
| 7e.                                                                                                                           | Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i><br><i>If value is zero or less than zero, then enter zero on Line 7e</i> | \$ | 0                  | (7e) |

|                                                         |                                               |                                                                                         |                                                        |  |
|---------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------|--|
| <b>S<br/>I<br/>G<br/>N<br/><br/>H<br/>E<br/>R<br/>E</b> | <b>Taxing Authority Certification</b>         | I certify the calculations, millages and rates are correct to the best of my knowledge. |                                                        |  |
|                                                         | Signature of Chief Administrative Officer :   |                                                                                         | Date :                                                 |  |
|                                                         | Electronically Certified By Taxing Authority  |                                                                                         | 7/31/2023 8:27 AM                                      |  |
|                                                         | Title :<br>Michael Bornstein, Village Manager |                                                                                         | Contact Name and Contact Title :<br>Rebecca Morse, CFO |  |
|                                                         | Mailing Address :                             |                                                                                         | Physical Address :<br>226 CYPRESS LANE                 |  |
| City, State, Zip :<br>PALM SPRINGS, FL 33461            |                                               | Phone Number :<br>5615848441                                                            | Fax Number :<br>5619650899                             |  |

# TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.  
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.  
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

## Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight Program - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

## Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

## Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

# CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

## Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

### Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

### Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

## Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

### Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

### Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

# MAXIMUM MILLAGE LEVY CALCULATION FINAL DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12

|                                                                                                                                                                           |                                                                                                                                                                                                                      |                                    |                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|
| Year : <b>2023</b>                                                                                                                                                        |                                                                                                                                                                                                                      | County : PALM BEACH                |                                 |
| Principal Authority :<br>Palm Springs                                                                                                                                     |                                                                                                                                                                                                                      | Taxing Authority :<br>Palm Springs |                                 |
| 1.                                                                                                                                                                        | Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?                                                                                      | <input type="checkbox"/> Yes       | <input type="checkbox"/> No (1) |
| <b>IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.</b> |                                                                                                                                                                                                                      |                                    |                                 |
| 2.                                                                                                                                                                        | Current year rolled-back rate from Current Year Form DR-420, Line 16                                                                                                                                                 | 3.3328                             | per \$1,000 (2)                 |
| 3.                                                                                                                                                                        | Prior year maximum millage rate with a majority vote from <b>2022</b> , Form DR-420MM, Line 13                                                                                                                       | 5.0646                             | per \$1,000 (3)                 |
| 4.                                                                                                                                                                        | Prior year operating millage rate from Current Year Form DR-420, Line 10                                                                                                                                             | 3.5000                             | per \$1,000 (4)                 |
| <b>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</b>                                                                        |                                                                                                                                                                                                                      |                                    |                                 |
| <b>Adjust rolled-back rate based on prior year majority-vote maximum millage rate</b>                                                                                     |                                                                                                                                                                                                                      |                                    |                                 |
| 5.                                                                                                                                                                        | Prior year final gross taxable value from Current Year Form DR-420, Line 7                                                                                                                                           | \$ 1,675,867,657                   | (5)                             |
| 6.                                                                                                                                                                        | Prior year maximum ad valorem proceeds with majority vote<br>(Line 3 multiplied by Line 5 divided by 1,000)                                                                                                          | \$ 8,487,599                       | (6)                             |
| 7.                                                                                                                                                                        | Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12                                                        | \$ 0                               | (7)                             |
| 8.                                                                                                                                                                        | Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)                                                                                                                                     | \$ 8,487,599                       | (8)                             |
| 9.                                                                                                                                                                        | Adjusted current year taxable value from Current Year form DR-420 Line 15                                                                                                                                            | \$ 1,759,967,319                   | (9)                             |
| 10.                                                                                                                                                                       | Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)                                                                                                                               | 4.8226                             | per \$1,000 (10)                |
| <b>Calculate maximum millage levy</b>                                                                                                                                     |                                                                                                                                                                                                                      |                                    |                                 |
| 11.                                                                                                                                                                       | Rolled-back rate to be used for maximum millage levy calculation<br>(Enter Line 10 if adjusted or else enter Line 2)                                                                                                 | 4.8226                             | per \$1,000 (11)                |
| 12.                                                                                                                                                                       | Adjustment for change in per capita Florida personal income (See Line 12 Instructions)                                                                                                                               | <b>1.0284</b>                      | (12)                            |
| 13.                                                                                                                                                                       | Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)                                                                                                                                           | 4.9596                             | per \$1,000 (13)                |
| 14.                                                                                                                                                                       | Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)                                                                                                                                              | 5.4556                             | per \$1,000 (14)                |
| 15.                                                                                                                                                                       | Current year adopted millage rate                                                                                                                                                                                    | 0.0000                             | per \$1,000 (15)                |
| 16.                                                                                                                                                                       | <b>Minimum vote required to levy adopted millage:</b> (Check one)                                                                                                                                                    |                                    |                                 |
| <input checked="" type="checkbox"/>                                                                                                                                       | a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <b>Enter Line 13 on Line 17.</b>                |                                    |                                 |
| <input type="checkbox"/>                                                                                                                                                  | b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. <b>Enter Line 15 on Line 17.</b>          |                                    |                                 |
| <input type="checkbox"/>                                                                                                                                                  | c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. <b>Enter Line 15 on Line 17.</b> |                                    |                                 |
| <input type="checkbox"/>                                                                                                                                                  | d. Referendum: The maximum millage rate is equal to the adopted rate. <b>Enter Line 15 on Line 17.</b>                                                                                                               |                                    |                                 |
| 17.                                                                                                                                                                       | The selection on Line 16 allows a maximum millage rate of<br>(Enter rate indicated by choice on Line 16).                                                                                                            | 4.9596                             | per \$1,000 (17)                |
| 18.                                                                                                                                                                       | Current year gross taxable value from Current Year Form DR-420, Line 4                                                                                                                                               | \$ 1,902,659,981                   | (18)                            |

Continued on page 2



|                                                |                                                                                                                                                                          |                                                                                   |                                                                                                                                                                                             |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Taxing Authority :                             |                                                                                                                                                                          | DR-420MM<br>R. 5/12<br>Page 2                                                     |                                                                                                                                                                                             |
| 19.                                            | Current year adopted taxes <i>(Line 15 multiplied by Line 18, divided by 1,000).</i>                                                                                     | \$ 0                                                                              | (19)                                                                                                                                                                                        |
| 20.                                            | Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000).</i>                                                                 | \$ 9,436,432                                                                      | (20)                                                                                                                                                                                        |
| <b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>   |                                                                                                                                                                          |  | <b>STOP HERE. SIGN AND SUBMIT.</b>                                                                                                                                                          |
| 21.                                            | Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM)</i>   | \$ 0                                                                              | (21)                                                                                                                                                                                        |
| 22.                                            | Total current year adopted taxes <i>(Line 19 plus Line 21).</i>                                                                                                          | \$ 0                                                                              | (22)                                                                                                                                                                                        |
| <b>Total Maximum Taxes</b>                     |                                                                                                                                                                          |                                                                                   |                                                                                                                                                                                             |
| 23.                                            | Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM).</i> | \$ 0                                                                              | (23)                                                                                                                                                                                        |
| 24.                                            | Total taxes at maximum millage rate <i>(Line 20 plus Line 23).</i>                                                                                                       | \$ 9,436,432                                                                      | (24)                                                                                                                                                                                        |
| <b>Total Maximum Versus Total Taxes Levied</b> |                                                                                                                                                                          |                                                                                   |                                                                                                                                                                                             |
| 25.                                            | Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)                                    | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO               | (25)                                                                                                                                                                                        |
| SIGN<br>HERE                                   | <b>Taxing Authority Certification</b>                                                                                                                                    |                                                                                   | I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S. |
|                                                | Signature of Chief Administrative Officer :                                                                                                                              |                                                                                   | Date :                                                                                                                                                                                      |
|                                                | Title :<br>Michael Bornstein, Village Manager                                                                                                                            | Contact Name and Contact Title :<br>Rebecca Morse, CFO                            |                                                                                                                                                                                             |
|                                                | Mailing Address :                                                                                                                                                        | Physical Address :<br>226 CYPRESS LANE                                            |                                                                                                                                                                                             |
|                                                | City, State, Zip :<br>PALM SPRINGS, FL 33461                                                                                                                             | Phone Number :<br>5615848441                                                      | Fax Number :<br>5619650899                                                                                                                                                                  |

***Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.***

**MAXIMUM MILLAGE LEVY CALCULATION  
FINAL DISCLOSURE  
INSTRUCTIONS**

DR-420MM  
R. 5/12  
Page 3

**General Instructions**

Each of the following taxing authorities must complete a DR-420MM.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2023 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM shows the maximum millages and taxes levied based on your adoption vote. Each taxing authority must complete, sign, and submit this form to the Department of Revenue with their completed DR-487, *Certification of Compliance*, within 30 days of their final hearing.

Taxing authorities must also submit DR-487V, *Vote Record for Final Adoption of Millage Levy*. This form certifies to the Department of Revenue the vote on the resolution or ordinance stating the millage rate adopted at the final hearing.

Specific tax year references in this form are updated each year by the Department.

**Line Instructions**

**Lines 5-10**

Only taxing authorities that levied a 2022 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

**Line 12**

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

**Lines 13 and 14**

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

**Line 16**

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

**Line 17**

Enter the millage rate indicated by the box checked in Line 16. If the adopted millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the adopted millage rate. For a millage requiring more than a majority vote, the adopted millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** Administration

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**ITEM #16:** Ordinance No. 2023-10 - Adopt FY 2023-2024 Budget (*FIRST READING*)

**SUMMARY:** Under the Village Charter and state law, the proposed ordinance establishes a balanced annual budget for the Village of Palm Springs for \$89,685,228 for the Fiscal Year (FY) beginning October 1, 2023, and ending September 30, 2024. The proposed budget includes the following funds:

|                                 |                      |
|---------------------------------|----------------------|
| General Fund                    | \$ 38,359,824        |
| American Rescue Plan Fund       | \$ 6,685,846         |
| Palm Springs CRA                | \$ 2,405,721         |
| Debt Service Fund               | \$ 424,358           |
| Water and Sewer Enterprise Fund | \$ 36,309,149        |
| Stormwater Enterprise Fund      | \$ 5,500,330         |
| <b>Total</b>                    | <b>\$ 89,685,228</b> |

The Village Council held a budget workshop on July 27, 2023, to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes the budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function. The budget summary will be advertised in the Palm Beach Post on September 23, 2023, and posted on the Village's website – [www.vpsfl.org](http://www.vpsfl.org) – under state law. The complete budget is available in the Office of the Village Clerk for review.

If approved on First Reading, the Council will consider Ordinance No. 2023-10, adopting the Final Budget at the Final Hearing on September 27, 2023.

### **FISCAL IMPACT:**

The proposed ordinance establishes the operating budget for the General Fund, American Rescue Plan Fund, Palm Springs CRA, Debt Service Fund, Water and Sewer Enterprise Funds and the Stormwater Enterprise Fund for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

### **ATTACHMENTS:**

1. FY 2024 Annual Fund Budget - Ordinance No. 2023-10
2. FY 24 - Budget Summary Advertisement
3. FY 24 Advertisement - Tax Increase

**ORDINANCE NO. 2023 - 10**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 166.241(3), Florida Statutes (1997) requires a municipality to make appropriations for each fiscal year that do not exceed the amount to be received from taxation and other revenue sources; and

**WHEREAS**, municipalities are required to adopt their budget "by ordinance, unless otherwise specified in the municipality's charter;" and

**WHEREAS**, all of the TRIM compliance measures have been achieved, including the two required public hearings, and all advertising requirements.

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

Section 1. Budget Adopted. The appropriations for the fiscal year beginning October 1, 2023, in the amount of \$ 89,685,228, are further described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

**Section 4. Effective Date.** This ordinance shall become effective immediately.

Council Member \_\_\_\_\_ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, on 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 TORCIVIA, VILLAGE ATTORNEY

**PROPOSED BUDGET  
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2023 - 2024**

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS  
ARE 12.4% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

| <b>ESTIMATED REVENUES:</b>                                                     | <b>MILLAGE<br/>PER \$1,000</b> | <b>GENERAL<br/>FUND</b> | <b>AMERICAN<br/>RESCUE<br/>PLAN FUND</b> | <b>PALM<br/>SPRINGS<br/>CRA</b> | <b>DEBT<br/>SERVICE<br/>FUND</b> | <b>WATER<br/>&amp; SEWER<br/>ENTERPRISE<br/>FUND</b> | <b>STORMWATER<br/>UTILITY<br/>ENTERPRISE<br/>FUND</b> | <b>TOTAL<br/>VILLAGE<br/>BUDGET</b> |
|--------------------------------------------------------------------------------|--------------------------------|-------------------------|------------------------------------------|---------------------------------|----------------------------------|------------------------------------------------------|-------------------------------------------------------|-------------------------------------|
| <b>Taxes:</b>                                                                  |                                |                         |                                          |                                 |                                  |                                                      |                                                       |                                     |
| Ad Valorem Taxes                                                               | 3.5000                         | \$6,401,938             |                                          | \$412,907                       |                                  |                                                      |                                                       | \$6,814,845                         |
| Voted Debt Service Ad Valorem Tax                                              | 0.2319                         |                         |                                          |                                 | \$424,358                        |                                                      |                                                       | \$424,358                           |
| Sales and Use Taxes                                                            |                                | \$3,157,351             |                                          |                                 |                                  |                                                      |                                                       | \$3,157,351                         |
| Utility Service Taxes                                                          |                                | \$3,240,665             |                                          |                                 |                                  |                                                      |                                                       | \$3,240,665                         |
| Local Business Taxes                                                           |                                | \$395,500               |                                          |                                 |                                  |                                                      |                                                       | \$395,500                           |
| Permits and Fees                                                               |                                | \$3,110,700             |                                          |                                 |                                  |                                                      |                                                       | \$3,110,700                         |
| Intergovernmental Revenues                                                     |                                | \$4,549,459             | \$0                                      |                                 |                                  |                                                      |                                                       | \$4,549,459                         |
| Charges for Services                                                           |                                | \$3,399,588             |                                          |                                 |                                  | \$24,409,469                                         | \$528,837                                             | \$28,337,894                        |
| Fines and Forfeitures                                                          |                                | \$280,500               |                                          |                                 |                                  | \$571,746                                            |                                                       | \$852,246                           |
| Miscellaneous Revenues                                                         |                                | \$1,405,380             | \$24,000                                 | \$15,000                        |                                  | \$1,190,000                                          | \$48,000                                              | \$2,682,380                         |
| <b>TOTAL SOURCES</b>                                                           |                                | <b>\$25,941,081</b>     | <b>\$24,000</b>                          | <b>\$427,907</b>                | <b>\$424,358</b>                 | <b>\$26,171,215</b>                                  | <b>\$576,837</b>                                      | <b>\$53,565,398</b>                 |
| Transfers In                                                                   |                                | \$2,429,132             |                                          | \$1,915,407                     |                                  | \$164,220                                            | \$4,884,126                                           | \$9,392,885                         |
| Fund Balances/Reserves/Net Assets                                              |                                | \$9,989,611             | \$6,661,846                              | \$62,407                        |                                  | \$9,973,714                                          | \$39,367                                              | \$26,726,945                        |
| <b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>                                |                                | <b>\$38,359,824</b>     | <b>\$6,685,846</b>                       | <b>\$2,405,721</b>              | <b>\$424,358</b>                 | <b>\$36,309,149</b>                                  | <b>\$5,500,330</b>                                    | <b>\$89,685,228</b>                 |
| <b>EXPENDITURES/EXPENSES:</b>                                                  |                                |                         |                                          |                                 |                                  |                                                      |                                                       |                                     |
| Legislative                                                                    |                                | \$745,327               |                                          |                                 |                                  |                                                      |                                                       | \$745,327                           |
| Executive                                                                      |                                | \$1,099,460             |                                          |                                 |                                  |                                                      |                                                       | \$1,099,460                         |
| Finance                                                                        |                                | \$1,026,341             |                                          |                                 |                                  |                                                      |                                                       | \$1,026,341                         |
| Legal                                                                          |                                | \$225,000               |                                          |                                 |                                  |                                                      |                                                       | \$225,000                           |
| Human Resources                                                                |                                | \$437,883               |                                          |                                 |                                  |                                                      |                                                       | \$437,883                           |
| Information Technology                                                         |                                | \$1,505,906             |                                          |                                 |                                  |                                                      |                                                       | \$1,505,906                         |
| General Government                                                             |                                | \$393,757               |                                          |                                 |                                  |                                                      |                                                       | \$393,757                           |
| Planning, Zoning & Building                                                    |                                | \$1,407,743             |                                          |                                 |                                  |                                                      |                                                       | \$1,407,743                         |
| Law Enforcement                                                                |                                | \$20,198,051            |                                          |                                 |                                  |                                                      |                                                       | \$20,198,051                        |
| Sanitation                                                                     |                                | \$1,729,946             |                                          |                                 |                                  |                                                      |                                                       | \$1,729,946                         |
| Water and Sewer Utility                                                        |                                |                         |                                          |                                 |                                  | \$33,783,737                                         |                                                       | \$33,783,737                        |
| Stormwater Utility                                                             |                                |                         |                                          |                                 |                                  |                                                      | \$5,500,330                                           | \$5,500,330                         |
| Public Works                                                                   |                                | \$5,665,137             |                                          |                                 |                                  |                                                      |                                                       | \$5,665,137                         |
| Community Redevelopment Agency                                                 |                                |                         |                                          | \$2,405,721                     |                                  |                                                      |                                                       | \$2,405,721                         |
| Economic Development                                                           |                                |                         | \$0                                      |                                 |                                  |                                                      |                                                       | \$0                                 |
| Library                                                                        |                                | \$1,082,099             |                                          |                                 |                                  |                                                      |                                                       | \$1,082,099                         |
| Parks and Recreation                                                           |                                | \$2,253,417             |                                          |                                 |                                  |                                                      |                                                       | \$2,253,417                         |
| Special Events                                                                 |                                | \$176,850               |                                          |                                 |                                  |                                                      |                                                       | \$176,850                           |
| Debt Service                                                                   |                                |                         |                                          |                                 | \$424,358                        | \$231,280                                            |                                                       | \$655,638                           |
| <b>TOTAL EXPENDITURES/EXPENSES</b>                                             |                                | <b>\$37,946,917</b>     | <b>\$0</b>                               | <b>\$2,405,721</b>              | <b>\$424,358</b>                 | <b>\$34,015,017</b>                                  | <b>\$5,500,330</b>                                    | <b>\$80,292,343</b>                 |
| Transfers Out                                                                  |                                | \$412,907               | \$6,685,846                              | \$0                             |                                  | \$2,294,132                                          |                                                       | \$9,392,885                         |
| Fund Balances/Reserves/Net Assets                                              |                                | \$0                     | \$0                                      | \$0                             | \$0                              | \$0                                                  | \$0                                                   | \$0                                 |
| <b>TOTAL APPROPRIATED EXPENDITURES,<br/>TRANSFERS, RESERVES &amp; BALANCES</b> |                                | <b>\$38,359,824</b>     | <b>\$6,685,846</b>                       | <b>\$2,405,721</b>              | <b>\$424,358</b>                 | <b>\$36,309,149</b>                                  | <b>\$5,500,330</b>                                    | <b>\$89,685,228</b>                 |

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.



**NOTICE OF  
PROPOSED TAX INCREASE**

The Village of Palm Springs has tentatively adopted a measure to increase its property tax levy.

Last year’s property tax levy:

- A. Initially proposed  
tax levy.....\$ 5,874,326
- B. Less tax reductions due  
to Value Adjustment  
Board and other  
assessment changes.....\$ 8,789
- C. Actual property  
tax levy.....\$ 5,865,537

This year’s proposed  
tax levy.....\$ 6,659,310

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 27, 2023  
6:30 p.m.  
at  
Village of Palm Springs Council Chambers  
226 Cypress Lane  
Palm Springs, FL 33461

A FINAL DECISION on the proposed tax increase and the budget for Fiscal Year 2023-2024 will be made at this hearing.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2023

**DEPARTMENT:** HR Department

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### **ITEM #17:** Approval of Employment Regulations Handbook Revisions

**SUMMARY:** The Village of Palm Springs Employment Regulations Handbook was established on October 10, 1996 per Ordinance No. 96-07. The last revision of the employee regulations was completed on October 28, 2008 (Ordinance No. 2008-07). The proposed handbook reflects changes and updates to village policies and procedures as well as state laws. The revisions also meet with current practices of the Village.

These regulations provide guidance for Village employees by providing policies, procedures, and appropriate conduct as a Village employee.

The Human Resources Director is responsible for the provisions regarding the employee handbook and will bring forward any amendments to the Village Council through the Village Manager.

### **Key Summary of Changes:**

- Added the Human Resources department roles and responsibilities
- Updated Village Policies and Procedures to align with the creation of the Human Resources department and Village practices
- Probationary Period - Changed from one year to six (6) months
- All Village employees are "at will" and shall serve a defined probationary period of six (6) months.
  - Time Before Promotion or Transfer, employees are expected to pass their probationary period before being considered for a promotion or transfer. This regulation may be waived by the Village Manager for a good cause.
- Define benefits deductions for terminated employees.
- Personal Use Vehicles – Provide added language for taxation.
  - Employees using take-home vehicles need to keep an odometer log showing travel to and from home and work. The percentage of personal use can be calculated for tax purposes.
- Bereavement Leave – Additional immediate family members covered
  - For the purpose of this policy, an "immediate family member" means an employee's spouse, domestic partner, parent, grandparent, grandchild, sibling, child, domestic partner's parents, domestic partner's children, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, or legal guardian
- Donation of Personal Leave Time or Comp Time – Added donation of comp time option.

- It shall be the policy of the Village to permit an employee who has a minimum of 120 hours of personal leave time the opportunity of donating accrued personal leave time or comp time to a designated employee in extraordinary circumstances.
- Added Village Dress Code Policy
- Added reference to both the approved Social Media and Tuition Reimbursement Policies
- Added Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers
- Added Local Emergency Pay Conditions

\* Please note - Pg 71 and 74 were edited to include the word "hours" under the tables to provide clarity.

The proposed revisions were prepared by the Human Resources Director and reviewed by the Village Attorney and Department Directors.

Lake Worth Herald advertised Ordinance No. 2023-08 on August 24, 2023.

Ordinance No. 2023-08 is presented for second and final reading.

**FISCAL IMPACT:**

There is no fiscal impact

**ATTACHMENTS:**

1. Ordinance No. 2023-08 Revised Employment Regulations
2. Exhibit A Village of Palm Springs Employment Regulations Handbook Revision Final

## **ORDINANCE NO. 2023-08**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING REVISED EMPLOYMENT REGULATIONS FOR VILLAGE EMPLOYEES; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council adopted Ordinance No. 96-07 on October 10, 1996, establishing uniform, workable and enforceable employment regulations for persons employed by the Village; and

**WHEREAS**, THE Village Council adopted Ordinance No. 2008-07 on August 28, 2008, to revise the Employment Regulations; and

**WHEREAS**, the Village recognizes the need to revise the employment regulations to reflect changes more accurately in State Laws and changes in Village Policies and Procedures with regard to employment as a result of these laws.

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

**Section 1. Employment Regulations: adopted.** The Village Council of the Village of Palm Springs, Florida, hereby adopts the revised Employment Regulations, a copy of which is attached hereto as **Exhibit “A”**, and which is incorporated herein by reference; and

**Section 2. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 3. Severability.** If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

**Section 4. Effective Date.** This ordinance shall become effective immediately upon adoption.

Ordinance No. 2023-08

Council Member \_\_\_\_\_, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared the Ordinance duly passed and adopted 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 FORM AND LEGAL SUFFICIENCY

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



**EMPLOYMENT REGULATIONS AND  
PERSONNEL POLICIES/HANDBOOK**

**Revised and Approved by Village Council: \_\_\_\_\_, 2023\_\_**

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# A Great Place to Work

## Our Mission

To provide high quality and efficient municipal services and programs to a culturally and economically diverse community.

## Our Vision

To create a Flourishing Community that is a “Great Place to Call Home”.



# CORE VALUES



## RESPECT

WORKING WITH AND VALUING OTHERS  
EVEN IF THEY ARE DIFFERENT  
AND HAVE DIFFERING OPINIONS.



*Everyone has something to  
contribute towards achieving  
our common goals.*

## COMMUNICATION



ENGAGING IN MEANINGFUL DIALOGUE ABOUT THE ORGANIZATION IN  
ORDER TO KEEP EVERYONE INFORMED, CURRENT, AND FOCUSED.



*The concise, regular, and consistent flow of information coupled with an  
equal dose of active listening eliminates confusion, mistakes, and fear.*



## Integrity

BEHAVING HONORABLY AND  
HONESTLY EVEN WHEN NO ONE IS  
WATCHING.

..... **Do the right thing!**

## TEAMWORK



WORKING WITH OTHERS MULTIPLIES THE END RESULTS  
AND WILL BE GREATER THAN DOING THE SAME JOB  
INDIVIDUALLY IN SILOS.



*Together we are  
stronger and more  
capable than we  
are alone.*



## ACCOUNTABILITY



BEING RESPONSIBLE FOR OUR WORDS, OUR ACTIONS, AND OUR RESULTS.  
*Everyone is equally held to the rules and shared values.*



## SERVICE Excellence

STRIVING EACH DAY  
TO EXCEED EXPECTATION.

*How we provide service matters to both  
outward facing and internal interactions.*



## QUALITY



HOLDING HIGH STANDARDS IN EVERYTHING WE DO.  
*What we do is important, and it should reflect the best within us.*

## **Chapter 1: Overview**

### **1.1 Purpose**

These employment regulations are a comprehensive, up-to-date version of the personnel policies of the Village of Palm Springs. It is applicable to all employees, unless specifically exempted as stated herein. Where an employee is also covered by an existing Collective Bargaining Agreement (“CBA”), these policies will apply unless a conflict exists, in which case the CBA shall control with respect to the conflicting provisions. Similarly, in the case of a conflict between an employment agreement and these policies, the employment agreement shall control.

The personnel policies of the Village are based upon the following principles:

- Equal employment opportunity without unlawful discrimination based on race, age, color, religion, sex, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law.
- To provide fair and equitable compensation and benefits as determined at the discretion and judgment of the Village Council and within the limitations of the Village’s budget as adopted or amended from time to time.
- To improve and utilize employee skills, to provide high quality work performance, personal growth, and job satisfaction.
- To reward employees for meeting or exceeding performance standards, to improve deficient performance to the extent feasible and appropriate, and to separate those whose deficient performance is not improved or who otherwise perform or conduct themselves in a manner that is incompatible with continued employment, as determined by the Village.
- To provide mechanisms which encourage understanding and communication among employees at all levels of the organization, relating to workplace occurrences.
- To recruit, select, and retain employees based upon their knowledge, skills, and ability to perform the duties of their position.
- To provide a professionally administered personnel system based upon policies and procedures which are uniform, reasonable, and fair.
- To provide safe working conditions conducive to efficient, effective, and high-quality public service to the residents of the Village.
- To provide necessary services to the Village and its residents in an efficient, cordial, ethical, and professional manner.

### **NOTICE**

The Human Resources Director is responsible for:

- The provisions of these policies

- Periodically review of the Employee Regulations and makes recommendations to the Village Council through the Village Manager for amendments.

The following employment regulations contain certain policies of the Village of Palm Springs relating to your employment. These regulations are intended to help Village employees: (1) understand the personnel programs of the Village; (2) clarify personnel action to further the efficient operation of the Village and decrease the possibility of inappropriate or unlawful workplace behavior; and (3) work together in achieving our common goals.

The contents of these regulations are presented for your information. Nothing in this Handbook is intended to, or shall, create any contractual obligations of any kind and all provisions in these regulations are subject to change by the Village at any time with or without prior notice. No policy, benefit, or procedure set forth in the Handbook implies or may be construed to imply that these regulations contain obligations of the Village, or otherwise constitutes any contract of employment. All Village employment in non-bargaining probationary, seasonal, part-time, and temporary positions is at-will, and nothing in these regulations is intended to alter this employment-at-will relationship, nor does it create an express or implied contract between employees and the Village for any specified period of employment. Importantly, no verbal or written communication made to you by any Village employee may alter the at-will nature of Village employment. Only a written contract of employment approved by the Village Council, designated as such, signed by the Village Manager, approved by the Village Attorney, and attested by the Village Clerk may alter the at-will nature of Village employment. Further, all policies, benefits, compensation structures, and programs provided to employees are subject to funding through the budget process and may be amended or terminated at any time, in the discretion of the Village Manager or the authorized designee, with approval of the Village Council.

To the extent a particular statute, rule, or regulation is amended, any such applicable amendment will control in the event it conflicts with a corresponding policy contained in these regulations.

Nothing contained in these policies is intended to waive any legal, equitable, or other defense available to any claim, complaint, or cause of action (collectively, “Claims”) asserted by an employee or former employee against the Village. To the extent that a particular law, statute, rule, or regulation does not apply to the Village because of its size, number of employees, or otherwise, nothing in these policies and procedures should be construed as a waiver of any corresponding defense to any Claims asserted under any such law, statute, rule, or regulation.

These regulations have been enacted for the following purposes:

- To provide a uniform system of personnel administration for Village employees in accordance with all rules, regulations, and ordinances of the Village of Palm Springs.
- To ensure that recruitment, selection, placement, promotion, retention, and separation of Village employees are based upon an employee's qualifications and fitness and are in compliance with federal and state law.



- To assist employee supervisors and managers in the development of sound management practices, and to make effective and consistent use of human resources throughout the Village.
- To promote communication between employees at every level.
- To establish, ensure, protect, and clarify the rights and responsibilities of employees, supervisors, appointed, and elected officers.

## **1.2 Application**

These regulations shall apply to all Village employees. These regulations shall constitute the rules and regulations applicable to employees, and they shall be enforceable by law. These regulations may be used as guidelines for those persons not covered by them. Any other rules, ordinances, state, or federal laws shall be supplemental to these regulations. If there is any conflict between these regulations and any other law, the more stringent provisions shall prevail, except where otherwise prohibited by law.

Violations of these regulations may result in the full range of disciplinary action provided herein, or the general penalties established for the violation of ordinances, or both.

## **1.3 Waiver or Temporary Suspension of Regulations**

Upon the declaration of a bona fide “emergency” any of these regulations may be waived or temporarily suspended for a period not exceeding thirty (30) days by the Village Manager, upon a written finding of necessity, reasonable notice of which shall be published to the Village employees in a form and at a time determined most practical by the Village Manager, but prior to implementation of such waiver or suspension. Temporary waivers or suspensions of regulations not affecting more than five employees may be made by the Village Manager, without notice to all employees, as otherwise required herein. It is the intent of the Village Council that this section be self-executing without need to formally amend or repeal any other section, term, or provision of these regulations. Upon affirmative vote of four Village Council Members such waiver or suspension shall be terminated.

## **1.4 Stewardship**

Pursuant to Article II, Section 8, Florida Constitution; Chapter 112, Florida Statutes “Code of Ethics”, as amended from time to time, and the “Conduct of Government Employees” statement issued by Government Finance Officers Association, Village employees shall be held to the highest ideals of honor and integrity. It is the policy of the Village that all employees will demonstrate in all public and personal relationships such conduct as to merit respect, trust and confidence of other governing officials, other employees, and Village residents as well as the public at large.

## **1.5 Disclosure of Certain Information**

Employees of the Village should remember they are employed by and work for their neighbors. Any information not generally available to members of the public and gained in the course of Village business is protected from public disclosure or use by Village employees. Information regarding Village business will only be discharged through proper channels so as not to place anyone or any business in a preferred position. A preferred position includes any information that could inure to a person's financial, political, or social gain. See also Section 112.313(8), Florida Statutes, as amended from time to time.

## **1.6 Village Time**

Village employees may engage in minimal personal business which does not adversely affect their job responsibilities so long as such personal business does not consume more than fifteen (15) minutes total per day or necessitate driving more than one (1) mile total outside the Village per day. Personal business conducted on Village time includes all personal phone calls and e-mails, regardless of whether a personal cellular telephone is used to make or receive the call.

## **1.7 Village Property**

Every employee of the Village is responsible for certain Village property. Such property is for the use of the employee in the performance of job duties only and remains the property of the Village regardless of its location. Village property is defined as information, software, electronic media, tools, publications, audio visual equipment, computers, communications equipment, office supplies and equipment, uniforms, keys, furniture, vehicles, plumbing, electrical, building construction and utility supplies.

On occasion the Village will send an employee to a work-related seminar or class. Any materials, books, or other learning aids received during the seminar or class are property of the Village (unless otherwise noted).

Upon termination of Village employment, the employee shall return all Village property the employee has acquired in the course of employment to the Department Director. Employees are expected to return all Village property with an accompanying inventory list on or before the last day of employment.

## **1.8 Equal Employment Opportunity**

It is the policy and practice of the Village of Palm Springs to treat all employees with dignity and respect and to provide equal opportunity to all persons without regard to race, age, color, religion, sex, pregnancy, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other

category protected by applicable federal, state, or local law. In addition, the Village of Palm Springs prohibits retaliation against any individual who reports discrimination or harassment or who participates in any investigation of such reports, or who engages in any other activity protected by law. This policy covers all personnel actions affecting hiring, job assignments, training, promotions, transfers, compensation, discipline, termination of employees, or any other tangible employment benefit or term or condition of employment.

The Village of Palm Springs will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship or where doing so would cause a direct threat to the health or safety of the individual or others. Similarly, the Village will make reasonable accommodations for physical or mental conditions related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions, absent undue hardship, in accordance with applicable law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. If, during the course of employment, an employee sustains any type of physical or mental impairment which limits the employee's ability to perform the essential functions of their job, the Village may require that the employee provide medical documentation regarding any such impairment and, if appropriate, identify specific accommodations which may assist the employee. The Village will engage in an appropriate interactive process with the employee in determining potential accommodations when requested by the employee. All information provided regarding any impairment will be handled confidentially to the extent required by law. The Village further prohibits retaliation against employees making requests for accommodations.

The Human Resources Director, Village Manager or their designee shall serve as the Equal Opportunity Officer to carry out the Equal Employment Opportunity Policy and Program. The Equal Opportunity Officer shall be responsible for the Village's equal opportunity efforts and shall advise and assist staff and management personnel in all matters regarding implementation of and compliance with the Equal Employment Opportunity Policy and be responsible for the successful execution of the program, utilizing the assistance of appropriate State and community agencies.

### ***Equal Opportunity Practices***

The Village shall undertake the following actions to assure equal employment opportunities:

- (a) Periodically review all position qualifications and job descriptions to ensure requirements are relevant to the tasks to be performed. Make recommendations as needed to delete requirements not reasonably related to the tasks to be performed.
- (b) Assure that pay and fringe benefits are established using job responsibility and, along with overtime work, are administered on a non-discriminatory basis.
- (c) Inform and provide guidance to individuals who make hiring decisions so that all applications for selections, promotion, and termination, including those of minorities and women are considered without discrimination and all applicants be given equal opportunity.

- (d) This policy shall be made known to all prospective employees, contractors, and suppliers by notice contained within job advertisements, requests for proposals, bid specifications and by postings.

## **1.9 Americans with Disabilities Act (ADA) Policy**

The Village is committed to creating an environment in which facilities for public meetings and general public use are accessible. Furthermore, the Village may provide auxiliary aids and services if necessary and if such reasonable accommodation can be provided without undue hardship to the Village. Disabled persons may request the auxiliary aids and services of their choice, which will be given consideration. Communication of accessibility will be included in Village public announcements.

The Village has a commitment to ensure equal opportunities for disabled Village applicants and employees. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such manner as to prohibit discrimination of disabled applicants and employees. Provided that the accommodation does not cause an undue hardship, every reasonable effort will be made to provide reasonable accommodations when requested from an applicant or employee.

Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. Reasonable accommodation will be provided upon request during an application/interview process, provided the accommodation does not cause an undue hardship.

### ***Access to Facilities***

The Village strives to ensure reasonable equal opportunities for qualified disabled Village employees. Reasonable efforts will be made to provide an accessible work environment, and additional accommodations, including auxiliary aids and services. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such manner as to prohibit discrimination against disabled employees. All future construction and renovation of Village-owned buildings and facilities will be carried out in accordance with ADA Accessibility Guidelines (ADAAG). In the event an employee feels the Village may have violated employee rights under the ADA, this policy provides a grievance procedure for handling such complaints. Village staff will be trained to ensure that disabled persons may participate in and benefit from Village programs, services, and activities.

## **1.10 Anti-Discrimination and Anti-Harassment Policy**

### ***Village Statement and Philosophy***

It is part of the Village's commitment to equality that it promotes a collegial and professional work environment where harassment and discrimination are not tolerated, regardless of color,

race, religion, sex, nationality, citizenship, age, disability, marital status, pregnancy, sexual orientation, military status, genetic information, gender identity, or any other protected identity.

The Village is committed to maintaining a professional work environment in which all individuals are treated with respect and dignity. The Village endeavors to provide a collegial and professional work environment which promotes equal opportunities and prohibits harassing or discriminatory practices based upon color, race, religion, sex, national origin, citizenship, age, disability, marital status, pregnancy, sexual orientation, military status, genetic information, gender identity or expression, or any other category protected by law. In addition, the Village prohibits retaliation against any individual who reports discrimination or harassment or who participates in any investigation of such reports, or who engages in any other activity protected by law. At the Village, harassment or discrimination based on any category protected by law, whether occurring in the office, at work assignments outside the office, at office sponsored social functions, or elsewhere, is unacceptable and will not be tolerated.

In addition to its prohibition on discrimination or harassment based on a protected category, the Village prohibits any “bullying” behavior. The Village defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior has a negative impact the Village’s work environment and is unacceptable.

NOTE: Nondiscrimination Regarding Reasonable Accommodations Relating to Pregnancy. The Village makes reasonable accommodations to the known limitations of an employee relating to pregnancy, childbirth, or related medical conditions unless the accommodation would impose an undue hardship on the operation. Employees will only be offered reasonable accommodations through the interactive process and will not be denied employment opportunities based on the need to make reasonable accommodations under these circumstances. An employee will not be required to take leave, whether paid or unpaid, if another reasonable accommodation is available that does not create an undue hardship. Employees who request or use reasonable accommodations for their known limitations relating to pregnancy, childbirth, or related medical conditions will not be subject to retaliation for using or requesting the accommodation.

### ***Definitions and Examples of Prohibited Behaviors***

Sexual harassment constitutes discrimination and is prohibited. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual

jokes and innuendos; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail or any other electronic means); and other physical, verbal or visual conduct of a sexual nature.

Harassment or discrimination on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, color, religion, sex, age, national origin, disability or any other characteristic protected by law or that of relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: slurs and any other offensive remarks; jokes other verbal, graphic, or physical conduct; leering, making offensive gestures, display objects or pictures, cartoons, or posters degrading a protected category; sexual advances, propositions, or requests; verbal abuse, graphic verbal commentaries or degrading words used to describe an individual's protected category; suggestive or obscene letters, notes or invitations; physical conduct, such as touching, assault, battery, impeding, or blocking movements.

This behavior is unacceptable both in the workplace and by any employee in any setting outside the workplace, including but not limited to other work-related settings such as business trips and business-related social events.

Note: Consenting romantic and sexual relationships between a supervisor and an employee or between employees may lead to unforeseen complications or claims under this policy and are discouraged. A supervisor or an employee, who enters into a romantic or sexual relationship with another employee, where there exists a difference in authority between the persons involved understands that the Village reserves the right to alter the duties of persons engaged in the relationship to diminish the working hours contact, they may have with each other.

### ***Individuals Covered Under This Policy***

This policy covers all employees, appointed and elected officials. The Village will not tolerate sexual harassment whether engaged in by employees or supervisors. In addition, the Village will not tolerate harassment or discrimination engaged in by anyone not a supervisor or an employee (e.g., resident, supplier, etc.) to the extent that it affects any employee of the Village. Any supervisor or employee who has been subjected to harassment or discrimination or other violation of this policy, must immediately (within 24 hours) file a complaint with the immediate supervisor, any Department Director, the Human Resources Department, and/or the Village Manager. The Village will investigate any incident of alleged harassment or discrimination by a person who is not a supervisor or an employee of the Village. Such investigation shall be conducted to the extent practicable, and the Village will take any action it deems appropriate after evaluating all the circumstances. Allegations regarding the inappropriate behavior of Village employees or officials will be investigated. The Village requires reporting of all incidents of harassment or

discrimination, regardless of who the offender might be, in accordance with the method set out below.

## **1.11 Reporting a Complaint**

### ***Notification***

An individual who believes they have been subjected to harassment or discrimination, or other violation of this policy, must immediately (within 24 hours) report the incident to the supervisor, Human Resources Department, any Department Director, or the Village Manager. In the event an employee complains of an elected official's conduct, the employee must report the conduct to one of the other elected officials and the Village Manager.

When initially reported to the supervisor, the Human Resources Department or a Department Director, the supervisor, Human Resources Department/Department Director must immediately forward a written report of the complaint to the Village Manager for investigation and action. Where the complaint involves the Village Manager, the supervisor, Human Resources Department/Department Director shall forward the written complaint to the Village Attorney's office to obtain direction and assistance. In the event of a complaint about an elected official's conduct, the Village Attorney will be consulted for assistance.

### ***Description Of Misconduct***

An accurate record of objectionable behavior is necessary to investigate and resolve a complaint of alleged harassment or discrimination.

All oral reports of harassment or discrimination must be reduced to writing by either the complainant or the individual(s) designated to receive complaints.

### ***Time For Reporting a Complaint***

Employees with questions or concerns about any potential discriminatory or harassing conduct or behavior in the workplace are required to immediately (within 24 hours) bring such concerns to the attention of their supervisor(s), the Department Director, the Human Resources Department, and/or the Village Manager. Complaints should initially be made to the employee's immediate supervisor, unless the supervisor is the subject of the complaint, or if the employee is not comfortable making the complaint to that supervisor.

Supervisors and Department Directors receiving a complaint shall immediately (within 24 hours) forward it to the Human Resources Department or the Village Manager. Inappropriate comments or acts of harassment, whether physical or verbal, regarding race, age, color, religion, sex, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law, that interfere with the working environment, or the terms and conditions of employment are specifically prohibited.

Any individual who is found to have engaged in conduct of a harassing or discriminatory nature in the workplace will be disciplined, up to and including termination. This includes, but is not limited to, harassing conduct in the form of unsolicited or unwelcome sexual overtures or physical contact. Such conduct must be reported immediately (within 24 hours) to an employee's supervisor, the Department Director, the Human Resources Department, or the Village Manager.

**Protection Against Retaliation**

The Village will not retaliate against an individual who makes a report of harassment or discrimination under this policy and strictly prohibits any supervisor or employee from retaliating against a complainant. Retaliation is a very serious violation of this policy and should be reported immediately. Any person found to have retaliated against an individual for reporting harassment or discrimination will be subject to appropriate disciplinary procedures, including termination.

### **1.12 Confidentiality**

Any reported complaint of harassment or discrimination will be promptly investigated. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances, and the extent consistent with the needs of the investigation. Employees should be aware that the Village is obligated to investigate the complaints it receives under this policy. Additionally, the Village cannot grant requests by the reporting employee, or anyone else, that the information received be ignored, be maintained "off the record", or otherwise fail to act upon the information.

### **1.13 Resolution of Complaint**

Upon completing the investigation of a complaint, the investigator will report to the Village Manager. The Village Manager will review the investigation and determine the appropriate action to be taken. The Village Manager or designee will communicate the findings and the resolution to the complainant and alleged offender.

If the Village Manager concurs that the findings support a conclusion that a violation of this policy occurred, the violator(s) will be subject to appropriate disciplinary procedures, including immediate termination. The complainant will be informed of the disciplinary action.

If the Village Manager concurs that the findings do not support a determination that a violation of this policy occurred, this finding will be communicated to the complainant in an appropriately sensitive manner.

If the Village Manager concurs that the investigative findings are inconclusive with respect to a violation of this policy, the Village may take appropriate action to ensure that all involved individuals fully understand the policy and the behaviors prohibited by the policy. Such appropriate action may include, but is not limited to, education, training, and/or disciplinary action up to, and including, immediate termination.



The elected body shall handle the resolution of complaints regarding any of the elected official's conduct.

The actions taken by the Village Manager as a result of the investigation are final.

### **1.14 Discipline**

Individuals found to have engaged in behavior violating this policy, whether or not such behavior constitutes harassment or discrimination as defined by law, will be disciplined, up to and including immediate termination. The discipline or recommendation for discipline will be determined by Human Resources in consultation with the Department Director. In the rare occasion where the Village Manager is found to be the violator, the Village Attorney will consult with the Village Council in accordance with applicable laws to discuss and determine appropriate action. In addressing incidents of harassment or discrimination, the Village may impose oral or written reprimands; referral to counseling, training, or education; withholding of a promotion; demotion; reassignment; temporary suspension without pay; reduction in compensation; limitation on contact between the alleged offender and the complainant; termination; any other corrective action necessary to stop the behavior complained of; or any combination of the above.

### **1.15 False Accusations**

If an investigation results in a finding that the complainant falsely and maliciously accused another of harassment or discrimination, the complainant will be subject to appropriate discipline, as described above, including termination.

### **1.16 Open Door Policy**

The Village of Palm Springs is committed to open communication. The Village wants to ensure that its employees' ideas, suggestions, and concerns are heard by management. It is also the policy of management to attempt to resolve concerns and disputes that may arise between or among fellow employees or between employees and their supervisors. The Village requires employees who have concerns about the workplace to bring such concerns to the attention of their immediate supervisor or Human Resources; if the concern is not addressed satisfactorily, the employee may then raise the concern with the Village Manager. This expectation applies to all employees, whether full-time or part-time, or temporary; however, bargaining unit employees may consult with their designated representative. Employees should feel free to voice ideas, suggestions, questions, concerns, or complaints without fear of reprisal, retribution, or retaliation.

Although the Village has an Open Door Policy, employees are also encouraged to resolve day-to-day issues relating to employment by initially conferring with their immediate supervisor. To the extent the issue, question, or concern is not resolved at that level, employees should then elevate the matter to the next level of management. In this regard, questions, comments, and concerns can be resolved in the most efficient manner at the lowest level of management.

## **Chapter 2: Recruitment**

The Human Resources Department will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal opportunity requirements. All hiring efforts shall be conducted in the spirit of equal employment opportunity.

### **2.1 Job Posting**

The Village of Palm Springs provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. The Village will post as follows or as modified by the applicable collective bargaining agreement.

- (a) The application period for regular full-time jobs must be open for a minimum of seven (7) calendar days.
- (b) Village departments may choose to advertise internally for seven calendar days while simultaneously advertising externally.

#### ***Applications***

Applications for employment will include an equal opportunity clause, stating the policy of the Village. Employment applications and interviews are the starting point in gathering information about prospective employees. To be considered for employment, a completed employment application must be submitted through the Villages electronic applicant tracking system. All positions require a physical with some requiring fingerprinting and/or drug screen. Any falsification, omission, or misstatement of information on the application or during an interview will subject the employee to discipline up to, and including, termination upon discovery of the falsification, omission, or misstatement. Fraudulent conduct, false statements, or omission of information by an applicant or by others under their direction in any application shall be deemed cause for the exclusion of such applicant from employment or for discharge from the Village's employment.

#### ***Processing Requests for Job Postings***

- (a) When a Village position becomes available in a department, the Department Director will submit a Position Requisition Request to the Human Resources Department for processing through the Villages applicant tracking system.
- (b) The department may be asked to assist Human Resources, as necessary, in formulating the job announcement, ads, and in determining special applicant sources.
- (c) A determination will be made by Human Resources, in cooperation with the department, whether to accept in-house candidate applications only or whether outside candidates will be considered for employment.

- (d) Human Resources will send and post job vacancies to all Village departments. In those cases where outside candidates will be considered the Village may use, for job referral purposes, only those recruitment services which do not discriminate based on race, age, color, religion, sex, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law, in making referrals.
- (e) Ads for local newspapers, trade publications, and professional journals will be developed and placed by Human Resources with assistance provided by the department. Funding of all general advertisements will be accomplished through the appropriate Village funds.
- (f) Human Resources will screen active application files for possible candidates through the Village's applicant tracking system. Applications are considered active for three (3) calendar months from the date of submission. Qualified candidates will be contacted to determine current interest in Village employment prior to the closing date listed on the employment notice.
- (g) The Village does not, under normal circumstances, use the services of any private employment agency, either employer or employee paid. However, such services may be used at the discretion of the Village Manager.
- (h) Applications shall be submitted to Human Resources using the Village's applicant tracking system. When the job posting is for a leadership or management level position, a resume must be submitted in addition to the application. In-house candidates interested in applying for another position within the Village should follow procedures as outlined in the regulations on transfers, or promotions.

The applications of all individuals shall be preserved by the Human Resources Department using the applicant tracking system.

- (i) No applications for a position shall be accepted after the published closing and/or receipt date. If there are not sufficient qualified candidates at the closing date the position will be re-opened and re-advertised.
- (j) Human Resources will refer all qualified applications to the department for final review and scheduling of candidates for interviews by the Department Director.
- (k) Applicants may be disqualified for consideration for employment when any one of the following conditions exist:
  - (1) They do not possess the qualifications for the job.

- (2) They have demonstrated an unsatisfactory employment record or personal record as evidenced by information contained on the application form or by the results of a reference check or other pre-employment screening.
- (3) They have made false statements of material facts, made material omissions, or practiced deception in their application.
- (4) They are physically, mentally, or otherwise unable to perform the essential duties of the position in accordance with State and Federal Laws.
- (5) The applicant is not within the legal age limits prescribed by law to perform certain positions.

## **2.2 Examination and Testing**

- (a) In its discretion and judgment, the Human Resources Department, in consultation with the Department Director or appropriate Department supervisor, may conduct appropriate validated testing of applicants for certain positions including, but not limited to, typing tests for clerical positions and the use of Excel or other required programs for certain financial/accounting-related positions. Pre-employment examinations may be developed for certain positions based on the position's responsibilities, the qualifications required, and resources available.
- (b) An examination may consist of oral interview/application review, a structured questionnaire, practical tests, written tests, in-basket exercise, or assessment center, etc. In all cases, the testing will be job related and designed to determine the candidate's knowledge, skills, and abilities for the position.
- (c) As provided by Florida law, examinations and examination comments are confidential and unauthorized disclosure to any candidate is grounds for discipline. In certain situations, outside consultants may be contracted to assist with test development and validation.
- (d) The testing process will be administered by the requesting department. The result of any such testing shall be provided to the Department Director or supervisor for consideration during the interview process if a particular applicant is selected for an interview.
- (e) The department shall ensure that reasonable accommodations are made in test procedures to assure that qualified individuals with disabilities can be tested in an appropriate manner. The Human Resources Department shall require testing announcements to provide a way an applicant may request reasonable accommodation.

## **2.3 Interview Process**

The employment interview is a part of the selection process. The primary function of the interview is to obtain data or information regarding candidates' knowledge, skills, and abilities not otherwise available through review of resumes or other testing mechanisms.

All Interview Questions must be approved by the Human Resources Director or designee.

## **2.4 Offer of Employment**

- (a) A Personnel Action Request Form (PAR) will be completed for a potential hire and will be forwarded to the Village Manager for final approval to extend an offer.
- (b) After references are verified and a final employment decision reached, HR shall notify the candidate of their selection, make an employment offer, and request that the offer be accepted or rejected within a set number of days.
- (c) Offer of employment is conditional upon the results of a physical, drug screen, background and/or psychological examination.
- (d) If the offer of employment is rejected, the Department Director will decide whether to hire another candidate or to re-advertise the position vacancy.
- (e) Once a candidate accepts the employment offer, all other candidates shall be notified via the electronic applicant tracking system of their non-selection by the Human Resources Department.

## **2.5 Background Checks**

Applicants offered employment will be subject to a background investigation which may include criminal, academic, employment, reference, and credit checks. Background checks and screenings will be conducted in a manner consistent with federal and state law. Additionally, background checks may vary depending on the essential functions and nature of the position. In addition to initial background checks, certain employees who regularly or periodically operate Village vehicles, will be required, as a condition of employment, to provide authorization for the Village to perform periodic checks regarding driving history. Such checks regarding driving history will be conducted in accordance with federal and state law. Employees operating Village vehicles will be required to provide notification of any suspension, revocation, or restriction of their license to the Village within one (1) week of such suspension, revocation, or restrictions. In no event may an employee with a suspended, revoked, or restricted license operate a Village vehicle or a personal vehicle while on Village business. Employees may be required to have certain vehicle licenses (e.g., Commercial Driver's License) for certain positions.

## **2.6 Work Eligibility Verification**

The Village is committed to employing only individuals who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Form I-9 at the time the offer of employment is accepted, but no later than the first day of employment. The employee must also provide the supporting documents within three (3) business days of the first day of employment, or as otherwise provided by law. Before commencing work, newly rehired employees must also complete the Form I-9 if the employee did not previously do so, if the prior Form I-9 is more than three (3) years old or if the previous Form I-9 is no longer valid. Rehired employees must also complete the Form I-9 upon acceptance of the position and have three (3) business days to provide supporting documentation. Any employee whose immigration employment eligibility status changes at any time during employment must notify the Human Resources Department immediately (within 24 hours) after learning of the eligibility status change.

The Village utilizes E-Verify, which is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, to determine the eligibility of that employee to work in the United States. The Village utilizes E-Verify for all new hires as well as re-hires. New hires must be E-Verified within three (3) business days of beginning employment. If the employee is required to be E-Verified and presents a List B document, the List B document must contain a photograph. The List B photograph is to be compared to the individual during the Form I-9 process. If the employee who is required to be E-Verified chooses to present an Employment Authorization Document (Form I 766), Permanent Resident Card (Form I-551) or U.S. passport/U.S. passport card during the Form I-9 process, the Village must copy such document and keep it with the employee's completed Form I-9. The photo on such document will be compared to a photo displayed by the E-Verify system during the E-Verify process to see if the two photos are reasonably identical.

## **2.7 Employment of Relatives – Nepotism**

The Village complies with Florida law relating to the restriction of employment of relatives. As such, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the Village in which the official is serving or over which the official exercises jurisdiction or control, any individual who is a relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position in the Village if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over the Village, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a collegial body of which a relative of the individual is a member.

- (a) One relative would have the authority to supervise, appoint, remove, discipline, or evaluate the performance of the other.
- (b) One relative would be responsible for auditing the work of the other.

- (c) Other circumstances exist, which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Village's interest and their own.

For purposes of this policy, “public official” means an employee of the Village in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in the Village, including the authority as a member of a collegial body to vote on the appointment, employment, promotion, or advancement of individuals.

For purposes of this policy, a “relative” with respect to a public official, means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

This policy shall be interpreted and applied in a manner consistent with Section 112.3135, Florida Statutes.

Other circumstances may arise that create an actual conflict of interest, or the appearance of a conflict of interest. In such circumstances, the Village Manager or designee will have ultimate discretion and authority to determine whether a relative’s appointment to a position is appropriate.

## **2.8 Limitation on Spouse's Employment Opportunities**

The Village does not prohibit spouses from being employed by the Village at the same time. However, when both spouses perform in the same department (i.e., Public Works, Utilities, Police, Library, Planning, Zoning and Building, Human Resources, Administration, Finance, or any other department established by the Village Manager), when necessary, will require one spouse to transfer jobs, when such job is available, or separate employment within sixty (60) days after marriage. When separation is the only reasonable and available option, the employee spouses will be asked to determine, which spouse shall remain employed. When the spouses cannot resolve the matter, the Village Manager shall make the decision. Such decision shall not be a grievable event under these regulations.

## **2.9 Employment of Minors**

Minors may be employed by the Village in certain non-hazardous positions, subject to affirmative recommendation from the Principal or Guidance Counselor of the minor's school (if under sixteen (16) years old and during school sessions), and upon written approval of the minor's parents or legal guardian. The hiring of minors shall be in compliance with Florida Statutes Chapter 450, as amended from time to time, and other applicable State and Federal laws.

Human Resources must obtain a completed authorization form and obtain necessary signatures from the minor's parent/legal guardian and/or school, as well as obtain photocopies, and maintain accurate records, of the minor's proof of age document.

## **2.10 Veterans Preference**

In accordance with Florida law, the Village provides a Veteran's preference in appointment and retention to qualified Veterans, spouses of veterans, and certain family members.

The following persons shall be eligible to receive preference in appointment and retention in employment:

- A Veteran who served on active duty in any branch of the U.S. Armed Forces, received an honorable discharge, and has established the present existence of a service-connected disability that is compensable under public laws administered by the Department of Veterans Affairs ("DVA");
- A disabled Veteran who is receiving compensation, disability, retirement benefits, or pension, by reason of public laws administered by the DVA and the U.S. Department of Defense;
- The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of such disability, cannot qualify for employment;
- The spouse of a person missing in action, captured in the line of duty by a hostile force, or forcibly detained or interned in the line of duty by a foreign government or power;
- Wartime Veterans as defined under Fla. Stat. § 1.01(14) who served at least one (1) day during a wartime period (Please note: active duty training does not qualify under this provision);
- An unremarried widow or widower of a Veteran who died of a service-connected disability;
- The mother, father, legal guardian, or unremarried widow or widower of a member of the U.S. Armed Forces who died in the line of duty under combat-related conditions, as verified by the U.S. Department of Defense;
- Current members of any Reserve component of the U.S. Armed Forces or the Florida National Guard.

When Veteran's preference positions are posted, the Village will provide notice in all announcements and advertisements of vacancies in covered positions that preference in initial appointment will be given to eligible individuals and will inform them of the right to an investigation by the Department of Veteran's Affairs if a non-preference eligible applicant is appointed to a position, the time limits for requesting such investigation, and the address to which the request for an investigation should be sent.

The Village's application for positions covered by the Veteran's preference laws will inquire as to whether the applicant is claiming Veterans' preference.



The Village will maintain records which document the manner of the selection and the propriety of the selection process and decision in accordance with federal and state laws.

Certain positions are not covered by Veteran's preference. Veteran's preference is not provided with respect to Village positions which are filled by officers elected by popular vote or persons appointed to fill vacancies in such offices and the personal secretary of each such officer, members of boards and commissions, persons employed on a temporary basis without benefits.

Preference in appointment and employment requires that a preferred applicant be given special consideration at each step of the employment selection process, but does not require the employment of a preferred applicant over a non-preferred applicant who is the most qualified applicant for the position.

Granting of an interview is one example of the type of special consideration which may be given to a preferred applicant. If, at any stage of the hiring process, a preference-eligible Veteran meets minimum qualifications for an open position, then they will advance to the next step in the Village's selection process. If, at any step in the selection process, a determination is made that the Veteran is not qualified to advance to a subsequent step in the selection process, such determination will receive a review at a higher level of management having authority to overturn the initial determination, to ensure whether the determination was correct.

In the event State or local Veterans preference laws and regulations are amended, such applicable amendments will control.

## **2.11 Appointment**

The Village Manager has the authority to appoint, suspend, or remove all Village employees. The Village Manager may authorize a subordinate to exercise such powers with respect to that subordinate's department.

## **2.12 Application and Relocation Expenses**

Unless approved by the Village Manager, the Village does **not** reimburse any applicant for travel costs in conjunction with the hiring process. Relocation costs are paid in full by the employee unless otherwise budgeted and approved by the Village Manager. The applicant should be advised of this policy by the Department Director before reporting for the interview.

## **2.13 Employee Onboarding and Orientation**

Each new employee of the Village shall report to the Human Resources Department in Village Hall at the beginning of their first day of work for general orientation.

### ***Forms***

Human Resources will distribute and explain the various enrollments forms, etc. that must be completed by the employee.

### ***Benefits and Regulations***

Each new employee will be provided with information on employee benefits, Village Employment Regulations and operations.

### ***Additional Information***

The new hire's department shall provide additional information to each new employee, including:

- (1) Review work standards and regulations
- (2) Hours of work, time keeping, leave requests through the Villages electronic timekeeping system
- (3) Duties of the position
- (4) Safety rules and procedures, location of safety or protective equipment
- (5) Tour of the work area, including location of equipment, supplies, etc.
- (6) Introduction to co-workers
- (7) Schedule for lunch and breaks
- (8) When and whom to report absence from work
- (9) Who is responsible for performance planning and review

## **2.14 Position Job Descriptions**

### ***Maintenance of Descriptions***

All position descriptions and job specifications for Village employees shall be maintained by the Human Resources Department. The Human Resources Director develops in consultation with the Department Director job descriptions and classifications.

### ***Guidelines for Descriptions***

The position descriptions may include: Class Title, Department Division, Effective Date, Bargaining Unit, General Purpose, Supervision Received, Supervision Exercised, Examples of Duties, Minimum Qualifications, Special Requirements, Selection Guidelines, and Approval Signatures.

### ***No Employment Agreements***

The position description does not constitute an employment agreement between the Village and the employee and is subject to change as the needs of the Village and the requirements of the job change.

### ***Duties***

Examples of duties listed in the position description are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position, if the work is similarly related or a logical assignment to the position.

### ***Personnel Files***

Each employee's current position description is maintained as part of their personnel file. Additional copies of position descriptions may be requested through the Department Director.

### ***Updates and Revisions***

Updates or revisions to position descriptions will be made in accordance with Administrative Policy, or as otherwise required by the Village Manager, in their sole discretion and with or without notice to employees. Human Resources will work with Department Directors when making updates and/or revisions to job descriptions.

## **Chapter 3: Employment and Performance Reviews**

Where it is determined by the Village Manager that a position should be created that was not presented and approved by the Village Council through the budget process, the Village Manager shall obtain approval from the Village Council to add a position to the classification plan. However, the Village Manager has the authority to create temporary positions for a maximum period of six (6) months without prior approval of the Village Council, subject to funding in the budget, where the Village Manager determines it is in the best interest of the Village.

### **3.1 Types of Employees**

#### ***Probationary Employee***

All Village employees are "at will" employees and shall serve a defined probationary period of six (6) months. Unless otherwise provided for in a collective bargaining agreement, the probation period may be extended after a recommendation from the Department Director through the Human Resources Director and Village Manager for an additional period of up to three (3) months. The employee may receive a review of his job performance at any time but no less frequently than upon the completion of the first three (3) months of employment. The probation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. As during regular employment, the Village reserves the

right to terminate the probationary employee's service with or without a stated reason during the established probationary period; however, Village employees remain "at will" employees even after probation, and all throughout their employment with the Village.

If a probationary employee is unable to perform the work required, the person shall be terminated as early as possible. Probationary employees who fail to meet the Village's expectations and are separated from employment shall be notified of the termination in writing by the Department Director at any time during the probationary period and a copy of said notification shall be retained in the personnel files. If an employee is terminated during probation time (6 months), they are not eligible for Personal Leave Time (PLT) payment.

At the end of the probation period, the employee is evaluated and provided with written documentation of progress. Informal evaluations may be conducted during the probationary period to assess performance and to advise employees of expectations regarding performance. Significant job deficiency(ies) shall be documented in the employee's personnel file.

If the employee successfully completes the probationary period, they shall be informed. This will be accomplished by the Village upon the recommendation of the appropriate Department Director.

### **3.2 Regular Full-Time Employee**

An employee who has successfully completed the probationary period, is assigned to a position which is expected to continue for an indefinite duration and works a schedule which normally totals 2,080 hours per year or 2,184 hours per year for Police Department sworn police officers. Non-exempt employees in this category shall be eligible for overtime compensation as provided herein.

### **3.3 Part time employee**

An employee who has successfully completed the probationary period, is assigned a position that regularly works fewer than thirty (30) hours per week on a continuous basis throughout the year. Except as otherwise stated, employees regularly working less than thirty (30) hours per week are not eligible for benefits. Regular part-time employees are enrolled into the Florida Retirement System (FRS). Part-time employees, receive no fringe benefits or paid time off.

### **3.4 Temporary Employees**

An employee whose work assignment is limited in duration to six (6) months or less and works an agreed upon schedule. Temporary employees are not permanent, receive no fringe benefits or paid time off, and the hours worked are based on the area of need. Temporary employees, receive no fringe benefits or paid time off. Temporary employees can be hired through a staffing agency. The process is completed and approved through the Human Resources Department.

### **3.5 Casual On Call Employee**

An employee who is on call to work at unscheduled dates and time. Casual employees, receive no fringe benefits or paid time off. On call employees are not eligible for FRS.

### **3.6 Seasonal Employees**

An employee who works on a temporary basis to meet the needs of the Village during a certain period of time period - for the season but don't have benefits because they are seasonal (i.e., Camp employees). Seasonal employees, receive no fringe benefits or paid time off. Seasonal employees are not eligible for FRS.

### **3.7 Student Intern Employee**

An employee who is regularly enrolled as a student in a recognized educational institution and is assigned to a full time, on-call, or casual position which, in the case of post-secondary students, is related to the student's course of study, and which will continue for no longer than the current semester or term at the student's school; provided, however, that subsequent work assignments may be made for the same student for periods which correspond to the student's semester or term. All Student intern funds must be available in the budget.

### **3.8 Personal Leave and Leave Eligibility**

After six (6) months from the date of hire and at the conclusion of the probationary period employees become eligible for personal leave and other appropriate leaves accrued retroactive to the person's beginning date of employment.

If a situation arises during the first six (6) months of an employee's probationary period which requires a leave of absence, such time off, if granted will not be considered as time worked, unless required by law. Time used prior to the end of the probationary period will be unpaid leave unless it is an extenuating circumstance and must be approved by the Human Resources Director after consulting with the Department Director.

### **3.9 Benefit Eligibility**

Employees classified as regular full-time employees shall receive all employee benefits provided by the Village the 1st of the month after 60 days of employment.

All positions other than regular full-time shall not be eligible for any benefits unless required by law.

If an employee is transferred or promoted, they remain eligible for all fringe benefits included with the previous position during the probation period for the transfer or promotion.

### **3.10 Performance and Evaluations**

#### ***Demotion and Possibility of Discharge***

If a transferred or promoted employee fails to achieve satisfactory performance in the new position, they will be given priority for the first position opening similar to the one previously held if the employee's performance in the previous position was satisfactory. If an employee had not performed satisfactorily in the previous position, the employee may be terminated from Village employment.

### **3.11 General Purpose for Evaluations**

The functions of the employee performance evaluation are: to provide all employees, especially introductory employees, with timely reports of their progress and allow for correction of deficiencies; to provide all employees with positive recognition of strengths and special abilities and an opportunity to improve deficiencies; to provide an ongoing performance record which may become part of documentation used in making personnel actions; to provide employees with an opportunity to discuss ways and means for improvement; and to cause current job descriptions to be formulated and/or maintained.

#### ***Annual Evaluation of Personnel***

All Village employees shall be evaluated at least once a year. Department Directors may choose to evaluate employees more often.

#### ***Pay Increases, Effective Date***

Annual evaluations will be completed corresponding with the employee's original hire date. Pay increases will become effective the first full pay period following the evaluation date. To be eligible for an increase employees must have a satisfactory job performance based on evaluation. Employees hired before October 1, 2021, may have a different evaluation date other than their original hire date. If an employee is going from a Part-time to Full Time position the effective date for the full-time position will become the anniversary date.

### **3.12 Performance Evaluation Process**

The Department Director or designated supervisor shall complete an Employee Performance Evaluation Form. When the evaluation is completed, the employee, supervisor, and Department Director shall meet to discuss the evaluation including, but not limited to, the relationship between the employee's performance of the job and the description of the job itself. They shall strive to reach a consensus. If there is a disagreement, or consensus is not achieved, the supervisor's comments shall take priority and the employee may, if they wish, respond in writing, and attach it to the form before it is forwarded for final review and filing. The supervisor signs the completed form and sends it to the Department Director (if other than the supervisor completing the evaluation) for review and comment and signature.

It is then returned to the supervisor who then allows the employee to read the completed form and sign it. The fully executed employee performance evaluation report shall be forwarded to the Village Manager for review and approval. Once approved by the Village Manager, the evaluation report shall be placed in the personnel file and will remain filed for the length of time required by law or policy.

The Village may amend the program for evaluating the work performance of its employees from time to time.

### **3.13 Unsatisfactory Performance**

Employees who fail to perform at a satisfactory level shall be subject to disciplinary action up to, and including, termination. The Village may also place an employee on a Performance Improvement Plan (described below), which may include an additional period of probation.

### **3.14 Performance Improvement Plans**

Employees who fail to meet a satisfactory performance standard in any one or more area(s) may be placed on a Performance Improvement Plan, which may also include an additional period of probation. Generally, Performance Improvement Plans are implemented for a 30–90-day period, depending on the nature of the performance issue(s). Employees placed on Performance Improvement Plans are expected to demonstrate immediate and sustained improvement of performance. All employees placed on a Performance Improvement Plan are subject to termination, transfer, extended probation, or demotion for failing to meet any requirement of the plan. Employees on a Performance Improvement Plan are also subject to termination, transfer, extended probation, or demotion for violating work rules, or engaging in inappropriate or unbecoming conduct during the Plan. Performance Improvement Plans must be reviewed and approved by the Human Resources Director prior to issuing to employee. Importantly, Department Directors, with the approval of the Village Manager and in consultation with the Human Resources Director reserve the right to terminate an employee, at any time (including during or after the completion of a Performance Improvement Plan).

### **3.15 Promotions**

#### ***Position Posting***

All openings for Village positions may be posted both internally and externally at each Village facility.

The Village seeks to fill all vacant positions with qualified Village employees following a policy of upward mobility whenever possible. Employees are encouraged to apply for any vacancy for which they may qualify in accordance with these regulations.

### ***Time Before Promotion or Transfer***

Employees are expected to pass their probationary period before being considered for a promotion or transfer. This regulation may be waived by the Village Manager for good cause.

### ***Selection Criteria***

Selection of an employee for a promotion (or lateral transfer) is based on previous work performance, education, training, knowledge of the job duties, as well as time in service.

### ***Dispensing of Selection Process***

In cases where only one (1) employee applies for a position and the person's abilities and qualifications are known to the hiring department, the formal selection process may be waived by the Village Manager.

### ***Promotion Offers and Appointments***

No offer of promotion may be made to any employee prior to completion of the recruitment and selection process. Temporary assignments may be made by a Department Director for a specified time or assignment, upon approval of the Village Manager. Such appointments are made on "acting" basis and the employee shall return to their regular position upon completion of the assignment. The actual compensation for "acting" appointments shall be set by the Department Director in consultation with the Human Resources Director and with approval of the Village Manager. See Collective Bargaining Agreements for more information.

### ***Compensation Increase***

Whenever an employee is promoted to a higher position, or whenever an employee's position is upgraded, said employee will enter the new grade/position at the entry level salary or pay rate of the new position. In the event the minimum salary amount or pay rate of the new or upgraded position does not provide a compensation increase of 4% or more, the employee shall receive the minimum of 4%. The new salary amount or pay rate, upon promotion, shall not exceed the maximum of the new pay range.

### ***Probation Period upon Promotion***

Employees promoted will be subject to the standard probation period for the new position which is ninety (90) days. Those who fail the probationary period may re-assume any prior appointment held prior to the promotion unless that position has been filled or for other reason within the discretion of the Village Manager.

Members of collective bargaining units should refer to their collective bargaining agreement for specific promotional policies.



### **3.16 Transfers**

#### ***Position Posting***

All openings for Village positions will be posted both internally and externally at each Village facility.

#### ***Application and Procedure for Transfers***

Any current employee interested in applying for a lateral transfer must complete an internal application through the Village's applicant tracking system.

If the employee meets the stated requirements for the position, they will proceed through the regular hiring procedures with all other applicants as described in these regulations. Transfers are made only when the Village's service will benefit. Generally, employees are expected to serve in their current position for at least six (6) months before being considered for promotions or transfers. Current Village employees will be given priority to fill open positions subject to applicable laws.

- (a) The personnel file of the transfer applicant will be made available to the Department Director responsible for filling the open position.
- (b) If the current employee is selected, their Department Director will be advised prior to the offer being made to the employee.
- (c) If the employee accepts the position, the employee's current and future Department Director, along with the employee, will reach an agreement on a transfer date. In the event a satisfactory agreement cannot be reached on this matter, the Human Resources Director shall establish a transfer date.

#### ***Compensation***

Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment, and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held shall be considered promotion or demotion.

#### ***Probation Period***

Transfer employees will serve a probation period of (6) six months in the new position. Promoted employees will serve a probationary period of 90 days.

#### ***Benefits***

If the position to which an employee transfers carries benefits different from those of the previous position, the benefits of the new position apply retroactively to the date of transfer upon successful completion of the new probation period. Any exceptions must be stated in writing and be authorized by the Village Manager.

### **3.17 Demotions**

#### ***Effects of Demotion***

An employee reassigned to a position in a lower classification regardless of the reason (disciplinary, voluntary, in lieu of layoff, for reasons of disability or incapacity, department reorganization, etc.) may receive a reduction in pay commensurate with the nature of the demotion as determined by the Department Director in consultation with Human Resources. No employee may be demoted to a position for which they do not possess the minimum qualifications. All demoted employees shall be subject to a six (6) month probationary period for the position to which demoted. Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification. Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification.

#### ***Notification***

An employee being demoted shall generally be notified two (2) weeks prior to the demotion, except in situations where prompt action is necessary in the Village's sole discretion.

#### ***Demotion in Lieu of Layoff***

An employee may be demoted rather than laid off. When demoted in lieu of layoff, an employee is eligible for reinstatement to the former position when the former position becomes available.

### **3.18 Personnel Records**

The Village maintains personnel records and files for each employee and tracks employee-related information for internal business purposes, to comply with applicable laws, to administer the Village's employment and benefits programs, and to comply with Florida's Public Records law. In this regard, unless information is exempt or confidential under Florida law, employment records are subject to public disclosure requirements of the Florida Public Records Act. Employees wishing to review their personnel file may do so by requesting an appointment with the Human Resources Department. A representative from the Human Resources Department will be present during such review. Employees may also obtain copies of personnel file materials in accordance with the Village's public records policy.

All employee information must be kept current. Employees must provide notification, in writing, to the Human Resources Department immediately following any change of the information below but no later than seven (7) calendar days after such change.

- Name, address, telephone number, or email address.
- Emergency contact information.
- Marital status (for insurance and COBRA purposes).
- Dependent status (for income tax withholding and insurance purposes).
- Beneficiary information (for life insurance purposes).
- Bank account information (for direct deposit purposes).

Employees should be aware that because most information contained in a personnel file is not exempt or confidential under Florida's public records law, personnel file materials will be made available for review by the public upon receipt of a public records request. Exempt and confidential information will be redacted prior to the release of records. Such requests, whether they are made in verbal or written form, must be directed to the Village Clerk for prompt processing.

Separate personnel files shall not be maintained by individual Department Directors. The only exception to this policy is for the Police Department which may maintain separate internal affairs investigation files, pursuant to law.

### **3.19 Inspection and Copying of Records**

The Village of Palm Springs shall respect the personal nature of employment information to the greatest extent possible and will not arbitrarily or capriciously disclose information without a proper and lawful public records request. It is the policy of the Village to routinely provide only the following information to prospective employers regarding Village employees:

- Job title and department; and
- Dates of employment

On a routine basis, access to information contained in the personnel file will be limited to the employee, the Village Manager, and their staff, an employee's supervisors or Department Director, Human Resources, and the Village Attorney. Files pertaining to employees who are transferred from one department to another may be reviewed by the prospective gaining Department Director.

Each employee file will contain an entry log for recording every person's access to the records and purpose.

### **3.20 Employee Identification Badges**

The Village shall issue an employee identification badge to each employee. At a minimum, the badge shall contain the following information: color photo, employee name, position, and department. The employee identification card shall be processed by the Human Resources Department. Each employee is responsible for protecting their identification badge from loss, theft, or misuse.

Should an identification badge suffer loss, damage or destruction, such loss, damage, or destruction must be immediately reported to the employee's supervisor, Department Director, and the Human Resources Department. It shall be each employee's responsibility to ensure accurate and timely updates of information contained on the employee identification badge. All requests for re-issuance of employee identification badges shall be made by the employee to the employee's supervisor, Department Director, and the Human Resources Department. Inaccurate or damaged identification badges shall be returned to the Human Resources Department before issuance of a new badge.

Employees are required to wear the Village issued photo identification badges at all times while in the workplace or off premises when conducting official business on behalf of the Village. The badge shall be worn on a blouse, shirt, jacket, or top of the uniform or apparel, worn with the right side up so that it can easily be read, and displayed within 12 inches of the face. The badge shall be used as identification, if requested by a member of the public or another Village employee. Unauthorized or inappropriate use of the employee identification badge is prohibited and will result in disciplinary action. Employees who's uniform clearly identifies their name are not required to wear their badge (i.e., Police Officers).

Employee identification badges remain the property of the Village and shall be returned to The Human Resources Department upon termination or suspension of employment, or upon request by the employee's Department Director or the Village Manager.

## **Chapter 4: Separation from Employment**

### **4.1 Retirement**

Retirement is voluntary termination after having satisfied the age and length of employment requirements of the applicable Pension Plan procedures for applying for retirement benefits.

### **4.2 Resignation**

Resignation is voluntary termination for any reason other than retirement. An employee wanting to leave the Village in good standing shall provide a written resignation to their immediate supervisor at least fourteen (14) calendar days prior to the effective date of resignation. The resignation letter should include the reason for leaving as well as the proposed effective date. Two weeks' notice is understood to mean that the resigning employee will be available for work during this time to aid in the training of a replacement. Exceptions to the time limit requirement may be granted by the Village Manager, at the Village Manager's sole discretion.

### **4.3 Discharge**

Discharge is involuntary termination of an employee by the Village and shall occur only upon the written approval of the Village Manager.

## **4.4 Probationary Discharge**

Probationary Discharge is involuntary termination of an employee during an established probationary period. A probationary discharge shall occur only upon the recommendation/approval of the Department Director in collaboration with the Human Resources Director.

## **4.5 Layoff**

Layoff is discharge of an employee by the Village for lack of work, lack of funds, reduction in force (RIF), or elimination or consolidation of positions. Reasonable effort will be made for transfers to other departments when a position is open for which the employee qualifies. When the Village is able to recall employees from layoff or fill regular job vacancies during a layoff, the Village shall give equal consideration of the interested employee's ability to satisfactorily perform the position and the employee's length of continuous service with the Village in the position classification, unless a collective bargaining agreement provides otherwise. In applying this provision, where qualifications, experience and performance are equal, seniority shall govern. The Village shall provide an employee with at least two (2) weeks advance notification prior to layoff, or the length of time required by law in those circumstances, except in case of emergency. An employee on layoff must keep the Human Resources Department informed of the address and telephone number where they can be contacted and shall notify the Human Resources Department upon accepting substitute employment.

## **4.6 Recall obligation**

If the Village is unable to contact the employee within seven (7) calendar days, at the employee's last known address or telephone number, the Village's obligation to recall the employee shall cease. The Village shall have no obligation to recall an employee after they have been on continuous layoff for a period which exceeds one (1) year. After recall, should an employee not return to work within ten (10) days, when recalled, the Village shall have no further obligation to recall that employee.

## **4.7 Discontinued Position**

From time to time, it may be necessary to reorganize the workforce by eliminating and/or combining positions. If such reorganization occurs where an employee's position is eliminated and/or combined with another to create a new position, the Village will attempt to provide advanced notice of the reorganization. All efforts will be made to provide two (2) weeks advanced notification.

## **4.8 Exit Interview**

Human Resources will offer to schedule an exit interview for each employee with the Human Resources Department prior to the employee's last day of employment. Temporary employees are not required and usually do not participate in the Exit Interview process, unless same is requested by the employee to further improve or enhance present employment conditions.

Copies of the completed Exit Interview will be furnished to the Village Manager and the appropriate Department Director and immediate supervisor. The Department Director or employee's supervisor may respond to statements made in the Exit Interview in writing. The response, if made, will be reviewed by the Village Manager, and filed together with the Exit Interview report. The Exit Interview shall be maintained in the employee's official personnel file.

#### **4.9 Compensation**

Employees shall receive pay for work performed through the last hour worked and for unused benefits as stipulated by policy and laws governing such payments. Plus, compensation time and Personal Leave Time (if they have been working for more than 6 months).

#### **4.10 Pay Deductions**

Termination pay shall be reduced by any authorized legal deductions; authorized pension plan; credit union, tax sheltered annuity; union dues; and any other amounts specifically agreed upon orally or in writing by the employee and the Village. The employee shall be responsible for deductions pertaining to health and dental through the end of the month. If the employee does not want insurance coverage for the remainder of the month coverage will cease the last day of employment.

#### **4.11 Return of Village Property**

Before the final paycheck is issued to the employee, the employee shall be required to turn in all Village property in their possession such as, all records, books, assets, uniforms, keys, tools, access badges, and passwords. The supervisor or Department Director is responsible for completing a termination checklist which ensures all appropriate items have been returned, inventoried, and receipted. The form will be submitted to Humans Resources. Failure of the terminating employee to return property will result in a deduction from final pay of non-exempt employees for the fair market value of such property, in accordance with applicable wage and hour laws. Failure of an exempt employee to return property shall be handled in accordance with applicable law.

#### **4.12 Termination Date**

The official date of termination will be the last full day the employee reports for work or is on approved leave.

#### **4.13 Re-employment**

Any former employee who resigned from the Village may be eligible for re-employment, so long as they provided the proper fourteen (14) days' notice as required in these policies. Eligibility for re-employment does not guarantee the former employee will be re-hired. It simply allows for the

opportunity to apply and be considered for the position. The Village retains the right to hire the most qualified applicants.

### ***Application***

Persons interested in re-employment shall complete a new Village application through the Village's applicant tracking system to the Human Resources Department. The individual will then proceed through the regular hiring process.

### ***Pay***

An individual re-employed in their former position may be paid the same pay rate at the time they left the Village, provided however, that the re-employment is within one (1) year of the previous resignation. The compensation of an employee re-hired to a position other than the former position will be subject to pay provisions for new hires. The accrual rate for the rehired employee will start over.

### ***Pension Plan***

Any individual re-employed shall be enrolled into the Florida Retirement System in accordance with the terms of the plan.

### ***Personnel File***

The individual's previous personnel file will be re-activated once re-employed by the Village, provided re-employment is within seven (7) years after the original resignation.

### ***New Probationary Period***

All individuals re-employed by the Village must complete a new probationary period of six (6) months.

## **Chapter 5: Hours of Work, Attendance, and Appearance**

### **5.1 Working Hours**

The Village of Palm Springs administrative offices are open Monday through Friday, except for Village observed holidays. Hours of operation vary by department. Working time does not include meal periods. Exceptions to the above schedule may be requested by a Department Director and established by the Village Manager in accordance with the special requirements of the respective Departments. Furthermore, the Village Manager may propose hours of work other than those specified, if necessary.

Subject to workload and the operational needs of the Village and its Departments, employees will generally be provided a meal period of at least thirty (30) minutes. Such meal break will be scheduled at the discretion of the Department Director. Non-exempt employees are prohibited from performing any work during bona fide meal periods. Non-exempt employees directed to perform work during their meal break should report such issue to Human Resources immediately (within 24 hours).

## **5.2 Breaks**

The Village may provide employees a rest period of not more than fifteen (15) minutes, on the Village's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. Employees are generally not required to work more than four (4) hours without a rest period. (Lunch is considered a rest period.) All rest breaks and meal breaks shall be arranged by the employee at the discretion of their supervisor.

The Village will provide a reasonable break time for an employee to express breast milk for the employee's nursing child for one (1) year after the child's birth each time the employee has need to express the milk. The Village will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Nursing breaks are not compensable (paid) breaks unless the employee is completely relieved of duty during the entirety of the break. Any employee who does not believe they have been provided reasonable break time or location for expressing breast milk under this provision must notify Human Resources immediately. Human Resources will provide a response and/or correction within 10 calendar days.

## **5.3 Reporting for Work**

Employees shall report promptly to their designated work location and shall devote their entire efforts during working hours to assigned duties. In the event that an employee is unable to report for work as scheduled, the employee should notify the supervisor one (1) hour prior to the designated starting time daily, unless the employee is experiencing a bona fide health or family emergency (in which case the employee should notify the Department Director or supervisor as soon as possible under the circumstances). Such notification should be conducted in accordance with the directions provided by the Department Director or appropriate supervisor.

Failure to notify the Department Director or supervisor as provided herein may result in denial of the use of accrued leave for that day's absence or disciplinary action, in accordance with applicable law. Nothing in this section is intended to infringe upon or eliminate any rights an employee may have under the Family and Medical Leave Act.

Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected, when possible. Notice shall be given to the employee's immediate supervisor. Tardiness, without notice, of more than fifteen (15) minutes shall constitute an unexcused absence for the duration of the tardiness and employees shall not be permitted to use Paid Leave Time to cover the absence.



Tardiness must be made up during the pay period in which it occurs, or non-exempt employees shall not receive pay for time missed involved. Notification by another employee, friend, or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.

#### **5.4 Absence without Leave**

Unauthorized and unreported absences may be considered absences without leave and may constitute grounds for disciplinary action, up to and including termination of employment. Failure to report to work without notice for three (3) consecutive days will generally be considered job abandonment and the employee will be terminated.

#### **5.5 Attendance**

Daily attendance records shall be maintained using the Villages electronic time keeping system by each department, including date and time of employee absence and reason for absence. Attendance shall be a consideration in determining promotions, transfers, satisfactory completion of probationary periods, and continued employment with the Village. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action. With the exception of PBA employees (until otherwise determine), the rest of the employees must use the electronic time keeping software to record their attendance.

#### **5.6 Personal Appearance**

The Village of Palm Springs considers proper dress, personal appearance, personal cleanliness, and safety, a part of each employee's job and shall be consistent with assigned duties and responsibilities. Clothing shall be businesslike and shall be maintained in good repair, clean, and pressed. An effective dress and grooming policy will contribute to creating a positive public image, establishing a consistent identity for customers, and setting a positive and professional tone for the workplace. The Village's policy is set forth below:

While the Village does not require uniforms for office staff in the workplace, it is recommended that a combination of Village issued tops be used in combination with personal clothing. Office personnel shall dress in appropriate, professional attire that is not too tight, too loose, sloppy, or too short and present themselves in a professional manner when on the job. Specific departmental policies related to dress and appearance must be approved by the Human Resources Director in consultation with the Village Manager.

| <b>Office Environment - Men</b> |                                                            |
|---------------------------------|------------------------------------------------------------|
| <b>Acceptable</b>               | <b>Not Acceptable</b>                                      |
| Dress Pants, Dockers/Chinos     | Jeans, Shorts, Cotton or Nylon Sweatpants, Athletic Attire |

|                                                                                  |                                                                                                         |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Dress Shirt with tie, Collared Shirt, Polo Type Shirt, or Village Issued Shirts, | Sweatshirts, T-Shirts, see-through garments                                                             |
| Loafers, Lace-up Shoes                                                           | Flip Flops, Thong Shoes, Hiking Boots or Hiking Sandals, Athletic Shoes Beach sandals, Gym/Tennis shoes |

| <b>Office Environment - Women</b>                                                                                                    |                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Acceptable</b>                                                                                                                    | <b>Not Acceptable</b>                                                                                   |
| *Dress Pants, Dockers/Chinos, Skirts, Dresses, Mid-Calf Capri's/Crops, Leggings with a tunic or shirt covering to at least mid-thigh | Jeans, Shorts, Sweatpants, Athletic Attire, Casual Shorts, Stirrup Pants, Biker shorts                  |
| *Blouses, Sweaters, Polo Shirts, Jackets, or Village Issued Shirts, Business appropriate sleeveless blouse                           | Tank Tops, Sweatshirts, T-Shirts, Halter Tops, Spaghetti-strap Tops, see-through garments               |
| *Dress Shoes with or without Heel, Loafers, Mules, Open Toed Shoes, Boots, Dress Sandals                                             | Flip Flops, Thong Shoes, Hiking Boots or Hiking Sandals, Athletic Shoes Beach sandals, Gym/Tennis shoes |

FRIDAYS – Jeans may be worn, except ones that show holes. Athletic shoes are permitted. Please note if professional meetings are held on Friday jeans are not permitted.

\*Dresses and Skirts - Dresses and skirts at or below the knee are acceptable. Dresses and Skirts that do not allow the employee to bend, lift, squat, and reach without revealing underwear, under garments or outlines of under-garments are not acceptable.

\*Shoes - Business appropriate, such as open and closed-toe shoes, pumps, oxfords, penny-loafers, and flats, are acceptable.

Personal hygiene - An employee's personal grooming and hygiene should reflect a clean and neat appearance without offensive or overwhelming odors.

Piercings - Piercings, other than the ear, will need to be removed (ex. Nose rings, eyebrow rings, lip/tongue rings are not acceptable.)

Any employee who requires an exception to the Dress Code based on a bona fide religious belief, ethnicity, gender identity or expression, or disability, should contact the Human Resources Department to request a reasonable accommodation. The Village will undertake to make reasonable accommodations for individuals with sincerely held religious beliefs, as well as for individuals with disabilities, as appropriate, unless doing so would create an undue hardship.

Employees reporting to work wearing clothing that is deemed to be non-compliant with a smart casual standard or in violation of this policy, will be required to clock-out and go home to change and may face disciplinary action. An employee will be considered “off the clock” when sent home in violation of this policy. Department Directors may modify the dress standard from time to time to accommodate special work projects, outside activities or department internal projects, and temporarily authorize alternate clothing that is task specific. The Department Director and Human Resources Director shall make the final determination in questionable situations.

The Department Director, Human Resources Director, and Village Manager may make exceptions to the dress code policy for special days, such as holidays or special occasions. Exceptions shall be considered regarding specific job duties and responsibilities but shall always follow the rule of business necessity. Employees may be allowed to “dress down” with Director’s approval when working on temporary projects or assignments, *i.e.*, moving of an office.

Department Directors and all supervisors and managers shall be responsible for the dress code compliance of their respective departments. Open communication is the key to consistent enforcement of the dress code policy.

## **Chapter 6: Electronic and Other Communications**

### **6.1 Internet/Intranet/E-Mail/Devices**

The Village of Palm Springs Internet, Intranet, Electronic Mail systems, and devices are intended to facilitate Village business objectives and communication among employees, customers, and other governmental and business associates for messages, memoranda, research, or other work-related tasks. The below provides general information. For specifics, please see the IT user policy.

The Internet, Intranet, E-mail systems, and devices are Village property and are intended for Village business. The systems and devices are not to be used for employee personal reasons or personal gain or to access, support, or advocate non-Village related business or purposes. All data and/or electronic messages created, received, or transmitted within the system or device are the property of Village of Palm Springs. E-mail messages may need to be retained as public records depending on their content if so, the Department of State Records retention schedules shall apply. These public records need to be retained by and made available to the public when requested. Failure to retain such information may result in disciplinary action, including dismissal from employment.

In addition, the Village, through its managers and supervisors will review the contents of any employee’s Internet/Intranet/E-mail communications when necessary for Village business purposes. However, employees may not intentionally intercept, eavesdrop, record, read, alter, or receive other persons’ Internet/Intranet/E-mail messages without proper authorization. Employees who misuse Internet/Intranet/E-mail/Device privileges shall be subject to discipline up to and including termination.

All Department Directors are responsible for the implementation and adherence of this policy within their department. Department Directors (or their designees) are encouraged to work with their entire staff toward that end. In the event that any Department policy contradicts this policy, this policy shall govern.

## **6.2 Prohibited Uses**

The Village's Internet/Intranet/E-Mail systems and devices shall not be used to create, access, or transmit any offensive, inappropriate, or disruptive messages or data. Examples of messages or data which are considered offensive, inappropriate, or disruptive include any message, video, or data which contain sexual implications, pornography, racial slurs, gender specific content, or any other comment that offensively or inappropriately addresses someone's age, sexual orientation, religious or political beliefs, national origin, gender identity or expression, genetic information, or disability, pregnancy, or any other category protected by federal, state, or local law. Employees are also prohibited from using the Village's Internet/Intranet/E-Mail systems and/or devices to engage in inappropriate workplace behavior, such as online dating or gambling.

Incidental and occasional personal use of Village systems and devices is permitted, but information and messages stored in the Village's systems and devices will be treated as business-related and may be viewed by the Village at any time with or without prior notice.

All users of the Internet/Intranet/E-Mail systems and devices are subject to discipline pursuant to the Village of Palm Springs Employment Personnel Policies, Regulations, and Handbook and all applicable state, federal, and local laws.

## **6.3 Social Networking, Social Media, and Blogging**

\*Please refer to the Village's Social Media Policy for further guidelines and information. The below provides general guidelines.

The Village takes no position with respect to an employee's decision to engage in social networking, social media, or to start or maintain a blog, vlog etc. However, it is the right and duty of the Village to protect itself from unauthorized disclosure of information.

Unless specifically authorized by the Village to do so as part of the employee's position (and with supervisor approval), employees are not permitted to blog or use other forms of social networking, media, or technology on the internet during working hours or at any time on Village computers or other Village-supplied devices. Blogging or other forms of social media or technology include, but are not limited to, video or wiki postings, chat rooms, personal blogs, or other similar forms of online journals, diaries, or personal newsletters (e.g., Facebook, Twitter, LinkedIn, YouTube, Instagram, etc.) not affiliated with the Village.

Unless specifically instructed, employees are restricted from speaking on behalf of the Village. Employees must protect the privacy of the Village, its employees, and residents. Employees are

prohibited from disclosing such information to which employees have access through their Village position and not available to the general public. However, nothing herein shall limit an employee's right to express their opinions on matters of public concern related to a political, social, or other non-personal concerns in the community. Additionally, nothing herein shall be construed as an attempt to infringe upon an individual's rights under federal, state, or local law.

Bloggers and users of social media and networking sites are personally responsible for their commentary and may be held personally liable for commentary, media, or photography that is considered defamatory, obscene, proprietary, or libelous by any offended party.

Employees may not use Village-owned equipment, including computers, Village-licensed software or other electronic equipment, Village facilities or Village time, to conduct personal blogging, social networking, or to use other social media for non-Village business.

Employees may not use blogs or social media to harass, threaten, or discriminate, against anyone associated with or doing business with the Village.

If an employee chooses to identify as an employee of the Village, some readers may view the employee as a spokesperson for the Village. Because of this possibility, employees must state that the views expressed in their blogs, postings, and other social media outlets are their own and not those of the Village, or of any person or organization affiliated or doing business with the Village.

Employees are prohibited from posting recommendations of current or former employees, current or former vendors, or other persons related to Village business in their official capacity as a Village employee or supervisor without written permission from the Human Resources Director.

Employees are prohibited from linking from a personal blog or social media site to the Village's internal or external web site.

If contacted by the media or press about a post that relates to the Village created by the Village or a Village employee in their official capacity, employees are required to refer the inquiry to the Department Director. If the Village engages in social networking activities as an organization for a public purpose, all such communications by employees must maintain and reflect the Village's standards of professionalism. Communications must strictly adhere to the Village's policies regarding confidentiality and refrain from disclosure of information exempt and/or confidential under the public records laws.

## **6.4 Mobile Telephone Policy**

The Village discourages the use of mobile telephone devices in certain situations, while prohibiting such use in others, to promote safety, efficiency, and productivity in the workplace. Employees who violate this policy may be subject to disciplinary action, up to and including, immediate termination.

### ***Restrictions While Driving (Non-Commercial)***

Employees driving motor vehicles for Village purposes are prohibited from using hand-held mobile telephone devices. If it is necessary to use the device while in transit and hands-free is not available, the driver should find an appropriate and safe place to park the vehicle before using the device. The vehicle should be in “park” for automatic transmission vehicles or “neutral” with the parking brake applied for manual transmission vehicles. However, using a hand-held mobile telephone device is permissible when necessary to communicate with law enforcement officials or other emergency services.

### ***Restrictions While Driving (Drivers Operating Commercial Vehicles Regulated by DOT)***

Drivers of Village vehicles qualifying as commercial motor vehicles are prohibited from texting while driving. Texting while driving is only permissible under DOT regulations when necessary to communicate with law enforcement officials or other emergency services.

Drivers of the Village’s commercial motor vehicles are prohibited from using a hand-held mobile telephone device while driving a commercial motor vehicle. However, using a hand-held mobile telephone device is permissible when necessary to communicate with law enforcement officials or other emergency services.

### ***Restrictions During Business Hours***

All mobile telephone devices, whether personally owned or issued by the Village, should be placed in either vibrate or silent modes during meetings. During the meeting, employees should only utilize the mobile telephone device to obtain urgent information relating to the meeting or operations of the Village, or for emergency use. Emergency use is generally related to a threat to the health or safety of a colleague, family member or citizen.

### ***Village-Issued Devices***

Employees who have been provided with a Village-issued mobile telephone device shall operate the device within the terms of the contract to avoid overage charges. Broken or unusable devices shall be returned to the IT Department for reorder or repair. Employees are prohibited from directly contacting the service provider. Employees should be aware that information sent, received, or stored on Village-issued devices relating to Village business is a public record subject to Florida’s Public Records law. These public records need to be retained and made available to the public when requested. Failure to retain such information may result in disciplinary action, including dismissal from employment.

### ***Using Personal Devices for Village Business***

Employees should be aware that information sent, received, or stored on personal cell phone or other device which relates to Village business is subject to Florida's Public Records law, regardless of the fact that it is sent, received, or stored on such personal device.

## **6.5 Telephones and Voicemail**

Employees are not permitted to incur charges on any Village equipment including telephones, cellular phones, or computers that are not directly related to Village business. Any employee who uses such equipment in violation of this policy shall be personally responsible for the full amount of any charges incurred including any interest charged by the company providing the service on the Village's equipment. Any charges incurred by employees in violation of this policy shall be deducted from the employee's next paycheck immediately following discovery of said charges, to the extent permitted by federal and state law.

Moreover, should the charges to the employee exceed the amount that may be deducted from the next paycheck, the Village shall continue to deduct the charges from each successive paycheck until the Village is completely and fully reimbursed for such charges, to the extent permitted by federal and state law.

Employees have no expectation of privacy with respect to information in voicemail because such information is the sole property of the Village and may be inspected by management or others at any time, with or without prior notice. The contents of electronic mail obtained through legitimate business purposes may be disclosed within the Village without permission of the employee. Any violation of this policy shall be subject to discipline up to, and including, termination.

The use of Village systems may not be used for solicitation of commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Furthermore, these systems may not be used to create any offensive or disruptive messages, including any violation of the Village's anti-discrimination and anti-harassment policy.

## **Chapter 7: Compensation, Benefits, Overtime, Salary, and Records**

Employees shall be compensated on the regular pay date. The Village will not provide pay advances on wages or leave to any employee.

### **7.1 Overtime - General Policy**

Department Directors will make every effort to maintain service level standards while keeping overtime use to a minimum. However, when overtime is worked, the Village will compensate employees for the overtime hours in accordance with applicable law.

### **7.2 Departmental Responsibilities**

Department Directors are the authorized authority for the approval of overtime requests. It shall be the responsibility of the Department Director to determine whether overtime or compensatory time is granted to the employee when compensatory time is requested in lieu of overtime. Department Directors shall ensure that all overtime and compensatory time earned and used is recorded. Department Directors will exercise restraint in the utilization of overtime within their departments. Temporary adjustments in working hours or realignment of duties within the department should be considered as alternatives to the use of overtime. Overtime shall be considered necessary only in emergency situations, or where additional effort is needed to complete a task which is critical in nature.

### **7.3 Overtime Eligibility**

All nonexempt employees shall be compensated for periods worked in excess of forty (40) hours worked per workweek, at a rate of one and one-half (1 and ½ ) times their regular straight-time rate of pay. The Village's workweek runs from Wednesday at 12:00 a.m. through Tuesday at midnight for the purpose of calculating hours worked for overtime purposes. Only time categorized as productive time will be considered when computing overtime. Productive time only includes time actually worked, scheduled Paid Leave Time with notice, compensatory leave, jury duty, bereavement, and birthday (PBA members require a 24hour notice).

Members of the Palm Beach County Police Benevolent Association (PBA) shall be compensated for periods worked in excess of eighty-four (84) hours worked in a fourteen (14) day work period, at a rate of one and one-half (1 and ½ ) times their regular straight-time rate of pay in accordance with the 7(k) exemption of the Fair Labor Standards Act.

Employees exempt from the overtime provisions of applicable law are expected, as part of their responsibilities, to work in excess of forty (40) hours per week from time to time as required by the requirements and needs associated with their position. Exempt employees do not receive overtime or other compensation relating to hours worked in excess of forty (40) hours per week.

All overtime work must be approved by the Department Director or their designee. While employees will be paid for all overtime work, employees who work unauthorized overtime may be subject to disciplinary action, up to and including termination.

Non-exempt employees will not be compensated for bona fide meal breaks. Non-exempt employees are prohibited from performing work during uncompensated meal breaks. In the event an employee is asked to work during an uncompensated meal break, the employee must contact the Human Resources Department immediately (within 24 hours), verbally and in writing.

### **7.4 Compensatory Time**

Compensatory Leave (Comp Time) is defined as time off from work granted an eligible employee in compensation for hours worked in excess of to the employee's regularly scheduled work period which is forty (40) hours in one week for general employees and eighty-four (84) hours in fourteen



(14) days for police. Union members must refer to their Collective Bargaining Agreements for further guidance.

Upon request by an eligible employee, the Village may grant compensatory time off in lieu of overtime in compliance with FLSA, at the rate of one and one-half hours for each hour worked. Members of collective bargaining units should refer to their collective bargaining agreements regarding the specific policy and procedures related to Comp Time. Please note: Comp time is not an option on Holidays as it is considered “Premium” Pay.

Please refer to respective CBA for language pertaining to compensatory time.

## **7.5 Exempt Employees (Salaried)**

Generally, employees considered “exempt” from the minimum wage and overtime provisions of applicable law include those employees holding executive, administrative, and learned professional, among others. Employees of the Village who are unsure of their status as an exempt or nonexempt employee should contact the Human Resources Department. Exempt employees are not eligible for overtime.

It is our policy and practice to accurately compensate employees in compliance with all applicable state and federal laws. If an employee is classified as an exempt employee, the salary for the position is intended to compensate the employee for all hours worked. While the salary may be subject to review and modification from time to time, the salary is a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work.

In addition to deductions as a result of enrollment in health, dental, or life insurance programs, certain deductions from the salaries of exempt employees are permissible, such as:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of safety rules of major significance.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

However, exempt employees who believe that their salary may have been improperly reduced, must report their concerns to the Human Resources Department, in writing within fourteen (14) calendar days of receipt of the payroll check reflecting the asserted deduction. To the extent that it is determined that an improper deduction was made, such amounts will be reimbursed to the employees and the Village will undertake a good faith commitment to comply in the future.

## **7.6 Maintenance of Time Records**

Nonexempt employees are required to record all hours worked on the Village's electronic timekeeping system. Employees must clock in and out at the beginning and end of each workday or shift as well as for bona fide unpaid meal breaks. Department Directors shall review and approve their payrolls and shall report any irregularities to the Human Resources and Finance Departments immediately (within 24 hours). If not otherwise electronically recorded, time sheets shall be completed by all departments.' Falsification of time records is grounds for discipline, up to and including termination.

Exempt employees are not required to clock in and out.

Employees who believe they may not have been paid appropriately must report such concern within fourteen (14) calendar days of discovering the potential issue, both verbally and in writing, to the Human Resources Department. Employees must report both instances in which they believe that they may not have received enough compensation, as well as instances in which they believe they may have received too much compensation.

## **7.7 Benefits**

Full-time employees will be eligible for certain benefits that the Village may offer from time to time, including, for example, health and dental insurance, retirement benefits, short-term disability benefits, and personal leave time. Participation in such benefits plans is subject to applicable plan rules and requirements. Additionally, the Village reserves the right to amend or eliminate benefits in its discretion and judgment based on operating and financial needs, subject to any restrictions imposed by law or contract.

Please see the Human Resources Department for additional information regarding benefits currently available to full-time employees.

Solely to allow the Village to calculate the appropriate insurance premiums and to provide COBRA notices, all employees shall promptly notify the Human Resources Department of any changes to marital status or dependents.

### ***Benefits after termination:***

In the event the employee's last day of employment occurs before the end of the month or on the last day of the month, coverage will cease on the last day of the month of the employee's termination. Employee's whose last day of employment does not occur on the last day of the month, will be required to pay for their portion of the insurance premiums through the end of the month. In this case, the Village will deduct the employee's portion of the monthly insurance premiums from the final paycheck. If the employee has unused PLT or comp time, the Village will deduct the cost of the premiums from the employee's final PLT/comp balance to cover the cost of the premiums. If the employee does not have enough PLT or comp time to cover the premium cost, the employee will be responsible for paying the insurance premium out of pocket.

## **7.8 Employee Classification and Compensation Plan**

There is hereby created a plan for compensation of Village employees. It is the goal of the Village to effectively compete for qualified personnel, and to ensure that salaries are equitable and commensurate with the duties performed by each employee. The Compensation Plan shall include a pay grade schedule and a pay grade level assignment list. The Compensation Plan shall be reviewed and adjusted from time to time by the Village Council and shall apply to all employees whose jobs are included on the pay grade level assignment list. Copies of the Compensation Plan shall be available for inspection at each department office. The Human Resources Director in consultation with the Village Manager shall be responsible for the continuous maintenance and administration of the Village's Compensation Plan. A periodic review will include an analysis of prevailing rates of pay for similar positions in comparable labor markets, organizations, cost-of-living factors, budgetary considerations, and other related factors. On the basis of this information, the Village Manager, in the annual proposed budget, shall recommend to the Village Council changes to keep the plan current, uniform and equitable.

### ***Starting Pay***

Original appointments to the Village service shall normally be made at the minimum of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum, the Department Director may request a higher rate than the minimum of appropriate pay range. Increases higher than the minimum must be authorized by the Village Manager.

### ***Across the Board Pay Adjustments***

Across the Board Adjustments are discretionary periodic adjustments to the overall pay grade schedule. These adjustments are made by the Village Council, upon recommendation of the Village Manager, and if approved typically are made on the first full pay period of the fiscal year.

### ***Administrative Salary Increase – Outstanding Performance Increase***

The Village Manager may upon recommendation of a Department Director, grant a one-time administrative pay increase of 4% to an employee for performance considered by the Department Director and the Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of their pay range.

### ***Position Classifications***

Jobs with similar duties and levels of responsibility are assigned to the same pay grade level. The Human Resources Director is responsible for conducting periodic studies of various jobs when

there is an indication that employees are working above or below the established responsibilities for a position. These studies are normally initiated at the request of the Department Director. When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees in the class may be placed at that level in the new pay grade which is equivalent to the salary received in the previous pay grade. Employees whose salary is less than the minimum level of the new pay grade shall be raised to the minimum level. Employees whose salary exceeds that maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for across the board pay adjustments granted by Village Council.

### ***Exceeding the Range***

Any employee whose pay rate exceeds the maximum prescribed for the pay grade level as a result of a job reclassification to a lower classification will not be reduced in pay. This does not apply to demotions, which may have lower pay rates. Such an employee will not be eligible for future performance increases until occupying a position for which the maximum pay grade level is higher than the current pay rate, however they remain eligible for across-the-board increases unrelated to merit.

## **7.9 Personal Use Vehicles**

Employees in certain Village positions are furnished with Village vehicles and all Internal Revenue Service Regulations and Rules apply. The Village Manager may authorize the use of Village vehicles for personal use and the employee must sign a document accepting the taxation of this non-cash benefit.

### **Definitions**

For the purposes of these subsections the following are applicable:

Personal Use Miles - Miles the Village vehicle is operated beyond the scope of employment. Commuting to and from work is considered a Personal Use.

Business Use Miles - Miles the Village vehicle is operated while performing tasks in the scope of employment.

### ***Employee Responsibilities: Taxation***

In addition to responsibilities assigned to the employee driver of the personal use vehicle under these employment regulations, the employee is responsible for payment of federal income tax on this non-cash benefit. Each employee who drives a Village provided personal use vehicle will have a non-cash benefit reported annually in the employees IRS Form W-2.

Employees using take home vehicles need to keep an odometer log showing travel to and from home and work. The percentage of personal use can be calculated for tax purposes.

Employees who are approved to use Village vehicles for personal usage must purchase additional rider insurance known as "Extended Non-Owned Coverage" to cover the employee involved in an accident and protect the Village.

### ***Police Generally Exempted***

Police officials are exempt from these provisions where the assigned vehicle is a designated police vehicle that is not likely to be used more than minimally for personal purposes because of its design. Refer to Collective Bargaining Agreement "Law Enforcement take-home vehicles" for more information about the regulations and fees.

## **Chapter 8: Leave**

### **8.1 Temporary Leave of Absence (Without Pay)**

Employees may, upon written request to the Department Director in consultation with Human Resources Director and subsequent approval by the Village Manager, be granted a leave of absence without pay.

Requests for a leave of absence without pay shall be made by completing a letter requesting a leave of absence at least thirty (30) days in advance of the date in which the proposed leave of absence shall begin and shall be for a period determined on a case-by-case basis. However, a leave of absence without pay shall not exceed ninety (90) days unless approved in writing by the Village Manager. The requesting employee shall state the reasons why, in the employee's opinion, the request should be granted, the date the leave is to begin, and the date of the proposed return to work. The Village Manager, upon the recommendation of the Department Director and Human Resources Director, may approve or disapprove such request. The Village Manager may consider, without limitation, the operational requirements of the Department, budgetary considerations, availability of temporary substitute employees, the performance and attendance record of the employee, and the underlying reason for the request.

Unlike leave qualified under the FMLA or ADA, no assurances of reinstatement will be given to an employee who has been granted a leave of absence without pay. Upon return, if the employee's position is in existence and is vacant, the employee shall be eligible for re-employment, provided that the employee can perform the essential functions of the position in accordance with applicable law. If the position previously held by the employee is no longer vacant or has been eliminated at the time the employee seeks re-employment, at its discretion, the Village may offer employment in another vacant position for which the employee is qualified.

Employees must exhaust all paid leave time during a leave of absence, prior to taking an unpaid leave of absence this includes compensated time. During any leave of absence without pay, at the end of the month in which the leave of absence without pay begins, all benefits shall be suspended/terminated until the employee returns to work, unless the employee elects to pay the full premiums and amounts associated with such benefits. Leave benefits will not continue to

accrue during periods of paid or unpaid leaves of absences (unless they receive a paycheck). ~~With a "Paid Leave" the employee will receive a Paycheck or Direct deposit~~

Nothing in the foregoing policy is intended to restrict or modify any rights and responsibilities of the Village and eligible employees under the Family and Medical Leave Act and/or the Americans with Disabilities Act.

Failure to return to work from a leave of absence on the expected return date, without an approved extension, may lead to discipline up to and including termination.

## **8.2 Jury Duty**

An employee, regardless of temporary, full-time, or part-time status, may be granted a Leave of Absence with pay when called to jury duty. If an employee is called for jury duty, they shall promptly notify their immediate supervisor within five (5) days of receipt of the summons. Employees called to jury duty on their regularly scheduled days, will receive their regular salary/pay and benefits for the day(s) in which they serve on jury duty, for up to five (5) days. Such paid time will be recorded as time worked in the computation of any overtime for the pay period that the leave falls in if the employee would have worked in excess of 40 hours in the pay period. All other jury duty will be unpaid unless the employee elects to use personal leave time.

The employee must provide the Department Director with proof of jury duty service before compensation is approved.

If an employee is released from jury duty more than two (2) hours before the end of their scheduled work shift, the employee must report to work that day.

## **8.3 Court Appearances**

### ***Job Related***

Employees required to appear in court or testify for job-related purposes shall be considered on-duty with the Village and shall receive compensation in salary/pay and benefits equal to that associated with the employee's regular duty, as long as they remit the entire amounts paid to them by the Court in connection with such Court appearance to the Village. Transportation expenses will be reimbursable in accordance with the Village's policies. Any monies received for Court appearances or subpoena fees must be forwarded to the Village's Finance Department for deposit into the general fund of the Village. Under no circumstances may an employee keep subpoena or Court appearance fees, while receiving compensation from the Village.

### ***Non-Job Related***

Employees subpoenaed to appear in court or testify for any reason unrelated to their employment with the Village, for example, divorce proceedings, custody suits, inheritance suits, bankruptcy,

personal lawsuits or claims, traffic violations, *etc.*, or for criminal actions, may use Personal Leave Time.

## **8.4 Domestic Violence/Sexual Violence Leave**

Eligible employees will be granted up to three (3) days of unpaid Domestic Violence/Sexual Violence Leave in any twelve (12) month period, measured forward from the first date domestic/sexual violence leave is used, according to Florida Statute § 741.313, as amended from time to time. The Village shall not discriminate against an employee for exercising their rights under this policy.

Domestic Violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. Domestic violence shall also include any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. Sexual violence is defined in Florida Statute 784.046 as amended from time to time.

Family or Household Member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit.

Eligible employees may be permitted to use the leave for:

1. Seeking an injunction for protection against domestic violence or a conjunction for protection in cases of repeat violence, dating violence, or sexual violence.
2. Obtaining medical care or mental health counseling for the employee and/or family/household member to address physical or psychological injuries resulting from the domestic or sexual violence.
3. Obtaining services from a victim-services organization as a result of the act of domestic or sexual violence.
4. Making the employee's home secure from the perpetrator of domestic or sexual violence, or to seek new housing to escape the perpetrator.
5. Seeking legal assistance or to attend and prepare for court-related proceedings arising from the act of domestic or sexual violence.

Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family household member, an employee shall provide notice to the Human Resources Department, as soon as possible after the employee learns of the need for the leave. If the leave is

foreseeable, such as Court dates, the employee must provide thirty (30) days' notice. The request for leave must be accompanied with sufficient documentation.

To be eligible for Domestic Violence/Sexual Violence Leave, an employee must have been employed by the Village for three (3) or more months. Domestic Violence/Sexual Violence Leave shall be granted if the employee or a family or household member of the employee is the victim of domestic/sexual violence and provides sufficient notice and documentation regarding same.

An employee seeking leave under this section must, before receiving the leave, exhaust all Personal Leave Time available.

## **8.5 Military Leave**

*The Village will comply with the requirements of and grant leave in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA), Chapter 115 of the Florida Statutes, as amended from time to time, and Florida Statute § 250.48, as amended from time to time.*

### ***Training***

All commissioned reserve officers or reserve enlisted personnel in the United States military or naval service, or members of the National Guard shall receive a leave of absence without loss of vacation leave, pay, time or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations when assigned to active or inactive duty. In any one annual period, leaves of absence shall not exceed 240 working hours provided that leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted without pay and without loss of time or efficiency rating.

### ***Active-Duty Assignments***

All officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States who are granted leave to perform active military service will receive their full pay for the first 30 days of any such leave.

All members of the Florida National Guard who are granted leave to engage in active State duty for a named event, declared disaster, or operation pursuant to Florida Statute §§ 250.28 or 252.36, shall receive their full pay for the first 30 days. The leave of absence with full pay shall not exceed 30 days for each emergency or disaster. Additionally, under Florida law, National Guard Members called to active State duty may not be terminated from employment for a period of one (1) year after the date the employee returns to work, except for cause.

Employees and their dependents will continue to be eligible to participate in the Village's health and dental insurance in accordance with the requirements of USERRA.



### ***Notice of Leave***

Employees seeking to invoke military leave shall provide advance notice to the Village unless such notice is precluded by military necessity or otherwise impossible or unreasonable as interpreted under applicable law.

### ***Documentation of Leave***

Employees on military leave for periods of more than 30 days shall provide the Village with such documentation that can be used to establish the employee's basic eligibility for protection under USERRA. If the employee is unable to provide satisfactory documentation of military service in excess of 30 days, the Village reserves the right to contact the military unit with assistance from the employee to obtain such documentation.

### ***Reinstatement after Leave***

Employees on military leave will be reinstated with the Village in accordance with applicable State law and USERRA. Employees who take a military leave of absence are entitled to any seniority-based rights and benefits that they would have attained had the employee remained continuously employed. The period of military leave is not considered a break in employment unless the employee indicates that they will not return from military leave.

Upon the return of any employee from military leave, as described above, the temporary services of any employee filling their position shall be terminated or any such temporary employee will be moved elsewhere in the Village's service, at the Village's sole discretion. If an employee called to active duty is a probationary employee, the remaining number of days left on the probationary status will be added following the employee's return to work.

### ***Failure to Return after Military Leave***

Should the employee not return to employment with the Village following said military leave, any Personal Leave Time accrued while on military leave will be subtracted before any allowable payment of any benefits is made in accordance with other provisions of these policies regarding payment of leave balances upon separation from employment.

## **8.6 Bereavement Leave**

Regular, full-time employees of the Village are eligible for bereavement leave in connection with the passing of an immediate family member. Employees will receive three (3) working days of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. Non-PBA employees will receive up to 24 hours (8 hrs./day x 3 days). PBA will receive 36 hours (12hr/day x 3). The Department Director may approve or deny such request in their sole discretion and may request appropriate documentation of the need for bereavement leave. Employees who need additional time off may apply for such leave under other applicable Village policies, such as the use of Personal Leave Time.

For purposes of this policy, an “immediate family member” means an employee’s spouse, domestic partner, parent, grandparent, grandchild, sibling, child, domestic partner’s parents, domestic partner’s children, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, or legal guardian. Employee must provide proof of bereavement to the Human Resources Department (i.e., memorial, or funeral program).

## **8.7 Conference and Training Leave**

The Village may grant conference and training leave with pay, together with the necessary travel expenses to allow employees to attend conferences, schools, and similar events designed to improve their efficiency, if considered to be in the best interest of the Village. Employees seeking such leave and expenses must submit a request in advance to the Department Director for approval. Department Directors must submit requests to the Village Manager for approval. All requests must be budgeted.

### ***Out of State Travel:***

Travel time for non-exempt employees is considered hours worked on regular working days during normal working hours and during the corresponding hours on nonworking days. As such, if an employee regularly works from 9 a.m. to 5 p.m. from Monday through Friday the travel time during these hours is worktime on Saturday and Sunday as well as on the other days. Regular meal period time is not counted.

Please note, however, that the Department of Labor has implemented an enforcement policy where they will not consider time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile as compensable work time.

For example, if an hourly employee normally works Monday through Friday, 8:30 a.m. to 5 p.m., and they are required to travel by plane on a Sunday for business in another state, her travel time on Sunday between 8:30 a.m. and 5 p.m. is compensable. So, if the employee arrives at the airport on Sunday at 3 p.m. and at her destination at 8 p.m., the employer is required to pay her only from 3 p.m. to 5 p.m., the hours that correspond with her normally scheduled work hours.

Alternatively, if the employee drives herself or others at the direction of the employer rather than traveling as a passenger, all the time spent driving is compensable work time, regardless of the employee's normal work hours (8 hours a day).

Please also keep in mind that if a non-exempt employee were to perform work at the time spent away from the Village, that time would also be compensable.

## **8.8 Administrative Leave**

Employees may be placed on administrative leave with or without pay pending an investigation that, in the Village Manager’s sole discretion, requires the employee to remain off premises.

Where the Village Manager is unavailable to make a determination as to the necessity of such leave, a Department Director in consultation with the Human Resources Director, may temporarily assign an employee to administrative leave with pay until such time the Village Manager can make a determination on the employee's leave status.

## **Chapter 9: Workers' Compensation**

*Note: Notwithstanding any provision of this policy, the Village and the employee/claimant shall retain all statutory rights under Florida's Workers' Compensation Statute.*

### **9.1 Safe Work Habits**

Each Village employee is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees, and to conserve Village property and equipment.

### **9.2 Reporting**

Employees who are injured while performing their duties for the Village shall make an immediate report of the injury to their immediate supervisor. Every injury, including those not requiring medical attention, shall be reported in writing to the Department Director by the injured employee's supervisor within twenty-four (24) hours of the injury. Department Directors shall be responsible for notifying the Human Resources Department of all injuries reported by employees under their supervision and shall ensure that proper written reports are prepared and forwarded to appropriate parties.

### **9.3 Immediate Medical Attention/Care**

If an employee is injured to such an extent that the employee requires immediate medical care, employees, supervisors, co-workers, or other witnesses to the accident should call 911 immediately for emergency assistance. If the need is not immediate, the employee should consult the Human Resources Department for additional information regarding the procedure for obtaining medical treatment.

### **9.4 Workers' Compensation Procedure**

An employee who sustains a compensable workplace injury may be eligible to receive certain benefits depending on the nature of the injury. The first forty (40) hours following injury are charged to the employees PLT. In certain circumstances, employees may also be released and eligible for "light duty" work (if available). Additional information and guidance regarding the procedure associated with workers' compensation should be obtained from the Human Resources Department.

## **9.5 Retaliation Prohibited**

The Village will not terminate, discipline, or take any other adverse personnel action against any employee for filing a claim for workers' compensation benefits in good faith.

## **9.6 Temporary Light Duty**

### ***Work Related Injuries and Illnesses***

If an employee suffers a work-related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the Village will consider temporary alternate or transitional duty work for the employee, if there is such work available and if such work is consistent with the employee's medical limitations. The Village is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the Village. Temporary alternate or transitional duty generally shall not exceed six (6) months at the sole discretion of the Village Manager.

### ***Non-Job-Related Injuries or Illnesses***

If an employee suffers a non-job-related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the Village will consider temporary alternate or transitional duty work for the employee, if there is such work available in the employee's department and if such work is consistent with the employee's medical limitations. The Village is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the Village.

## **Chapter 10: Travel, Training, and Licenses**

### **10.1 Training Programs, Including Seminars or Conventions**

Training is any work-related program, seminar, conference, convention, course, or workshop attended by an employee whose tuition and expenses are funded in whole or in part by the Village or while the employee is in a paid status with the Village.

### **10.2 Reimbursement**

Reimbursement for training expenses incurred by such participation shall be granted for job related courses with prior approval of the Department Director, provided funds have been appropriated for such reimbursement.

If previously approved in writing, a request for reimbursement, must be made within thirty (30) days following the completion of the course of study. Training reimbursement is generally available to only those employees who have successfully completed the employee's designated probation period.

### **10.3 Training Programs**

- (a) Request for attendance at in-state training programs must be submitted and approved by the Department Director prior to attend. Attendance at any program or course work in excess of one (1) shift requires approval by the Department Director prior to registration. In addition, registration, travel costs, meals, and lodging costs, require approval by the Department Director prior to registration. Attendance at a training program involving out-of-state travel by an employee requires approval by the Village Manager prior to registration.
- (b) A travel request form is needed if the destination is inside or outside the County if there are any expenses paid by the Village (directly or by reimbursement)
- (c) Village-sponsored and required training shall generally be arranged during regularly scheduled work hours. A Department Director may change the standard work hours to accommodate or require attendance at such training activities. Such required training shall be recorded as time worked.
- (d) Employees who acquire training on their own time and expense are encouraged to notify Human Resources so the additional training can be noted in the employee's personnel file.
- (e) Approval for State Training Academy coursework for police officers shall be at the discretion of the Police Chief. Records of such training shall be maintained in the employee's personnel file.

- (f) The Human Resources Department shall maintain an employee training history and shall periodically audit training attendance and policy compliance.

#### **10.4 Travel Expenses While on Village Business**

It is the policy of the Village to reimburse employees for reasonable and necessary expenditures made by employees while on official Village business in accordance with the law. All expenses will be reimbursed in accordance with the applicable governing law. Extraordinary expenses must be itemized if applicable. If an employee reimbursement is necessary, the reimbursement will be handled by the Finance Department after the Travel Request Form is turned in. Travel expenses may be paid in advance (not more than one week before travel) upon approval of the Department Director. Any travel reimbursement must have a travel request form.

##### ***Overnight Trips***

- (a) Lodging. Hotel and Motel expenses may be prepaid or paid by using a Village credit card, upon submittal of proper documents. A reasonable class of accommodation shall be selected where choice is available. The single rate should be clearly indicated on all receipts, and a governmental rate should be obtained where it is less expensive than any other rate quoted.
- (b) Meals. Meal reimbursements for all overnight trips are as follows (governed by statute as amended from time to time): Please note Amounts will follow current rates at the time of budget completion.

|           |         |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch     | \$11.00 |
| Dinner    | \$19.00 |

Breakfast - When travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch - When travel begins before 12 noon and extends beyond 2 p.m.

Dinner - When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

- (c) Mileage Allowance. Employees who utilize their personal vehicles on travel assignments will be given the Internal Revenue Service allowable rate per mile in accordance with governing laws. Each employee who drives a private vehicle on Village business must have liability insurance on said vehicle to cover business use of a personal vehicle (e.g., business use endorsement), as provided in these Regulations.

No reimbursement for mileage shall exceed the dollar amount of round-trip air fare at the coach rate of a licensed common carrier, plus auto rental, tolls, and parking, or taxi fare to the point of destination.

When two or more employees are attending the same seminar, convention, or meeting, carpooling shall be practiced whenever possible. MapQuest or Google Maps must be used to calculate the trip's mileage.

(d) Out-of-State Travel. Requires prior approval from the Village Manager, in writing, and a completed Travel Request Form. Out of state travel must be budgeted.

### **10.5 Local Travel and Expenses**

(a) Local Mileage. No mileage will be paid for commuting from an employee's personal residence to Village Hall or work location.

(b) Local Meals. Reimbursement for meals will be allowed only where the employee is attending a seminar or conference as a representative of the Village for a specific purpose, or where the employee's attendance will directly benefit the Village. No reimbursement will be allowed for meetings which are of a social nature except as may be provided by the Village Council. The request for reimbursement of local meals shall be submitted on a Travel Request Form with proper back-up attached. Any travel reimbursement should have a travel request attached.

### **10.6 Parking Fees**

Parking Fees will be reimbursed by actual cost and receipts shall be presented. Employees must record the reason/meeting and location with the receipt.

### **10.7 Non-Allowable Expenses**

- (a) Laundry, cleaning, or valet services (except for trips of over one week duration).
- (b) Tobacco.
- (c) Alcoholic beverages.
- (d) Entertainment.
- (e) More than one (1) personal telephone call to home per day.
- (f) First class travel accommodations when economy or coach class is available.
- (g) Meals and lodging in lieu of other meals and/or lodging the expense of which is included in the Registration fee.
- (h) Fines, forfeitures, or penalties. (Traffic tickets with Village or Personal Vehicle)
- (i) Rental vehicles except as pre-approved by the Village Manager. Rental vehicles have only been approved when employee flies to a conference and needs a vehicle to get between hotel & conference center.
- (j) Expenses of a spouse or other non-employee.
- (k) Loss or damage to personal property.

- (1) Barber, beauty parlor, shoeshine, or toiletries.
- (m) Personal postage.

## **10.8 Special Licenses and Membership Fees**

The Village will pay directly to the agency providing the license or membership current annual dues or fees for each employee who is required by the Village Manager, or by ordinance, state, or federal law to be a member of a professional organization or who must maintain a particular certification or license as a condition of employment. Payment will be made upon approval by the employee's Department Director.

Employees who belong to professional organizations that promote individual professional growth, competence, and effectiveness in functioning as Village employees will be allowed time off with pay to attend local, state, and national meetings subject to approval by the Village Manager and budgetary appropriations.

## **10.9 Driver's Licenses**

All employees whose duties require the operation of a Village-owned, leased, or rented motor vehicle or who operate a privately-owned vehicle while conducting official business as a part of their employment with the Village must possess a valid State Drivers' License or Commercial Driver's License and maintain a safe driving record.

### ***Commercial License; Required***

All employees of the Police, Utilities, and Public Works Departments whose job may subject them to driving commercial motor vehicles must have a valid Commercial Driver's License (CDL), in accordance with State and Federal law. Employees may be required to hold a CDL because of their position with the Village, even where the position does not operate a commercial motor vehicle in the course and scope of employment.

### ***Drivers' Record Checks; Conditional Employment***

All new employees who will be assigned work that involves operating of a Village vehicle will be required to submit to a Division of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be caused to deny or terminate employment.

### ***Periodic Record Checks***

Periodic checks of employee's driver's licenses and records through the Division of Motor Vehicles shall be made by the Human Resources Department. Any employee who does not hold a valid driver's license shall not be allowed to operate a vehicle for Village purposes until such time as the employee obtains a valid license.



### ***Supervisor Notification***

Any employee performing work which requires the operation of a Village vehicle must notify their immediate supervisor and Human Resources in those cases where their license is expired, suspended, or revoked and/or who is unable to obtain a hardship license for work purposes after suspension or revocation from the Division of Motor Vehicles. If an employee fails to report such an instance within three (3) calendar days, and is later discovered to have an expired, suspended, or revoked drivers' license in the category required (driver's or commercial) for their position with the Village shall be subject to disciplinary action, including demotion or termination.

### **10.10 Minimum Qualifications for the Operation of Village-Owned, Leased, or Rented Vehicles and Privately-Owned Vehicles While Conducting Official Business**

No Village employee shall be required to provide their own vehicle to conduct Village business, and employees are encouraged to use Village vehicles instead of their own for official Village business whenever possible. Personal vehicles may be used for official Village business with the prior approval of the employee's Department Director. Employees using their personal vehicles will be reimbursed for mileage at the prevailing rate established by the Village Council after submittal of the appropriate form and that such expenditure is in their appropriate budget. The employee must keep a log of usage, including starting and ending odometer readings and purpose of travel. Then the Village would reimburse at same rate as is on current FY Travel Request form.

Any employee who operates a privately-owned vehicle while conducting official business for the Village must maintain automobile liability insurance of \$15,000/\$30,000/\$5,000 in accordance with the State Financial Responsibility Law and a business use endorsement. Employees who do not maintain minimum liability coverage shall not operate privately-owned vehicles in an official capacity.

All non-law enforcement employees who drive take home vehicles can purchase an additional rider from their personal insurance agent commonly referred to as "Extended Non-Owned Coverage". This policy will cover the employee in the event the employee is involved in an accident while driving to and from work or are otherwise using the Village's vehicle for anything other than official Village business. Pursuant to Florida law, the Village provides coverage for law enforcement officers using take home vehicles during their travel to and from work, as well as to or from any other employing agency assignment in such vehicle. However, such motor vehicle insurance does not provide for coverage if: (a) the law enforcement officer makes a distinct deviation for a nonessential personal errand unless the collective bargaining agreement permits such deviation; or (b) the law enforcement officer acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

## **10.11 Use of Village-Owned, Leased, or Rented Motor Vehicles**

Village-owned, leased, or rented motor vehicles shall be used for official Village business only and must be available for Village business at all times. Village vehicles shall not be taken home overnight except as follows:

1. Employees may take a Village-owned, leased, or rented vehicle home for one night when attendance to an out-of-city meeting takes place late at night after normal working hours or early in the morning prior to normal working hours upon receiving approval by the appropriate Department Director.
2. Those employees designated by the Department Director to be “on call” for department/division emergencies. Department Directors must be able to show that taking the vehicle home is needed for response efficiency.
3. For more than one night when specifically authorized by the Village Manager, in writing.
4. Keeping the vehicles clean and in good condition is the employee's responsibility.
5. Refer to page 53 regarding taxable fringe benefits if the vehicle is not used for business purposes.

Village vehicles may be used for travel to lunch when an employee is otherwise on Village business. Village vehicles shall be legally and appropriately operated and/or parked at all times. Traffic violations issued to the driver of the vehicle will be the responsibility of the driver, not the Village.

Seat belts must be used by the driver and all passengers at all times when the vehicle is in use. It shall be the driver's responsibility to ensure the use of seat belts by all passengers.

## **10.12 Collision Investigation Involving Village Employees and/or Vehicles**

If an employee is involved in an accident resulting in personal injury or property damage while operating a Village owned vehicle or a privately owned vehicle in the performance of official duties, and they shall:

- (a) Request that all parties and properties concerned remain at the scene of the accident if possible until a law enforcement officer has released them.
- (b) All collisions involving Village vehicles or persons on duty and actively engaged in Village business will be investigated by a police agency, other than the Village Police Department, except if occurring within the Village and involving property damage, the collision may be investigated only by the Village Police Department.
- (c) Employees shall refrain from making statements regarding the accident to anyone other than the investigating law enforcement officer, appropriate Village officials, and representatives of their own insurance company. Statements made to investigating authorities should be confined

to factual observations. However, in cases where the underlying facts may lead to discipline of the employee, the employee may consult with the union representative.

(d) A copy of all police reports and any statements attached thereto will be forwarded to the Village Clerk, Risk Specialist and/or designee and Village Manager within one (1) day.

(e) If the employee caused or contributed to the accident, the employee must immediately go for a drug screen and will be subject to discipline.

## **Chapter 11: Employee Tuition Reimbursement**

Please refer to Employee Tuition Reimbursement Program Policy for guidelines. Members of collective bargaining units should refer to their collective bargaining agreement for specific policies regarding tuition reimbursement. General information is below.

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.**

## Chapter 12: Personal Leave Time

### 12.1 Regular Employees

Personal Leave Time (PLT) are those days where a full-time employee may be absent from the job and still receive their regular wage. The Department Director or their designee shall determine the time at which personal leave time may be taken and will not be unreasonably denied. Personal Leave Days are considered as a combined program of current personal leave and sick time. Personal Leave Time are earned at a rate based upon the employee's length of service in accordance with the following Accrual Table and used at a yearly rate based on the employee's length of service in accordance with the following Usage Table.

#### *Accrual*

- a. Each probationary, provisional, and permanent full-time employee shall earn and accrue personal leave for each month of full-time service according to the following table.

Personal Leave Accrual Table:

| Completed <u>Years of Service</u> | <u>PLT Days</u> | <u>Hours</u> |
|-----------------------------------|-----------------|--------------|
| 0-5                               | 20              | 160          |
| 6-10                              | 25              | 200          |
| 11-20                             | 30              | 240          |
| 21+                               | 35              | 280          |

### 12.2 Conditions for use of Personal Leave Time

1. Part-time, temporary, and casual employees are not eligible for Personal Leave Time (PLT).
2. Employees on probation for 6 months or less are not eligible
3. When used, PLT shall be rounded off to the nearest one quarter hour (1/4 hour).
4. Employees must only use PLT that is available to be used. PLT that is unearned or has not yet accrued cannot be used in advance. Employees' available PLT is displayed in hours on the employees' last direct deposit advice.
5. Earned PLT must be exhausted prior to taking an unpaid medical leave of absence.
6. PLT must be used concurrently with FMLA as provided in the FMLA policy.
7. Employees on a Leave of Absence or FMLA will be transferred to Human Resources Timesheet in the electronic timekeeping system.
8. In computing overtime, scheduled PLT will be considered productive time used to calculate overtime.
9. Department Directors will ensure that any PLT used will be reflected with the submission of time sheets and electronic timekeeping system.

10. It is the responsibility of the Finance Department to ensure that proper accountability of PLT is kept on all eligible employees. This shall include keeping a record of accruals and utilization.
11. Department Directors in consultation with the Human Resources Director with the written approval of the Village Manager, may establish more restrictive procedures in cases of suspected patterns of abuse of PLT, as long as they are not in conflict with these regulations, or applicable labor laws, and are necessary for the effective operation of the department.
12. It is the responsibility of each Department Director or designated supervisor to ensure the provisions of this policy are observed. Corrective action should be taken in instances of suspected abuses or misinterpretations of the utilization of PLT.

### ***Usage***

- a. All full-time employees who are permitted to use PLT according to the following schedule provided may make a written request to the Department Director or their designee. Employees may request to use PLT in excess of the maximum use amount for good cause shown. For good cause shown, the Department Director may authorize employees to use an additional amount of their earned accrued personal leave. Good cause shall mean a physically certified disabling physical or mental condition, which prevents an employee from working or other good and sufficient reasons as determined by the appointing authority considered to be in the best interest of the Village of Palm Springs.
- b. Non-PBA employees are done through an electronic time keeping system, paper forms are longer used
- c. The Department Director or their designee shall approve or deny requests for PLT. In cases of unforeseen sickness or emergency, employees are required to notify their supervisors prior to the start of any scheduled work period or prior to leaving their work assignment.

### **Personal Leave Use Table:**

| <u>Length of Service</u>       | <u>Full-Time Employee<br/>Minimum Use/Max<br/>Use Hours</u> |
|--------------------------------|-------------------------------------------------------------|
| 1 month to less than 6 months  | 0/0                                                         |
| 6 months to less than 1-year   | 0/80                                                        |
| 1 year to less than 5 years    | 88/200                                                      |
| 5 years to less than 10 years  | 96/270                                                      |
| 10 years to less than 20 years | 100/300                                                     |
| First month of 20th year       | 120/320                                                     |

- d. Employees entitled to personal leave time may remain away from work with pay, where such absence is the result of a personal illness or physical incapacity (not job connected) or enforced quarantine or immediate family illness.
- e. Employees shall use accrued personal leave for time taken under the Family Medical Leave Act (FMLA) in accordance with the FMLA policy. All available accrued personal leave must be used before requesting unpaid leave of absence. Leave taken under FMLA will be used in increments appropriate for the reason for leave and will be coordinated with Human Resources.
- f. It shall be the duty of the Village Manager working through the Department Directors to arrange personal leave schedules so that no employee shall carry over, from one fiscal year to another, personal leave hours that exceed the maximum on the carry-over/payout table.
- g. All employees earning personal leave are required to use a minimum number of personal leave hours within a fiscal year (refer to usage table) or such hours will be forfeited.
- h. Employees absent on account of injury incurred in the line of duty, for which worker's compensation is authorized, shall upon written request to the Human Resources Department, be allowed to take personal leave in an amount requested in addition to worker's compensation leave; except however, that in no case shall the total amount paid for both workers compensation leave and personal leave exceed the amount of wages to which the employee would ordinarily have been entitled had they not been injured. Personal leave used to supplement workers compensation will be charged against the employee's total unused personal leave until exhausted.
- i. Personal Leave is intended to be used for periodic vacation or incapacitating illness; however, earned personal leave may be used for other reasons when approved by the Department Director or their designee.
- j. Employees' birthday time off (8 hours) will not be charged as personal leave used. The birthday time off must be taken in the pay period in which the birthday occurs or as approved by the employee's supervisor, but not as pay in lieu of time off.
- k. Personal leave shall be used only with the approval of the Department Director or their designee and shall not be authorized prior to the time it is earned and credited to the employee.
- l. Personal leave usage shall be calculated to the nearest one-quarter ( $\frac{1}{4}$ ) of one hour (e.g., .25, .50, .75) reflecting the actual time the employee was not at work during their normal work period and documented on the employee's timesheet in the electronic timekeeping system.

- m. Employees using accrued personal leave (scheduled) shall be considered to be working for the purpose of accumulating additional personal leave and length of service. Productive time is all time during which an employee is required to be on duty, on the employer's premises, or at a prescribed workplace and in active productive labor in addition to scheduled Paid Leave Time and compensatory time.
- n. In computing overtime, scheduled personal leave may be used to satisfy any part of the work period when an employee is required to work hours in addition to those hours normally worked within an established work period.
- o. Scheduled personal leave shall be defined as leave, which has been approved with not less than three (3) days advance written notice. PBA is 24 hours' notice. Requests are submitted through the Villages electronic keeping system (exempt for PBA members).

In the event of a death in the immediate family, an employee shall be allowed to utilize accrued personal leave and such leave be charged as scheduled leave up to a maximum of forty (40) hours per occurrence.

For purposes of this policy, an "immediate family member" means an employee's spouse, domestic partner, parent, grandparent, grandchild, sibling, child, domestic partner's parents, domestic partner's children, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, or legal guardian

- p. Unscheduled personal leave shall be defined as leave, which has been approved with less than three (3) days advanced written notice and is not considered productive time for Overtime calculations

#### ***Personal Leave Incentive Payment Program***

- a. Each permanent employee shall be authorized to participate in the personal leave incentive program, provided that:
  - 1. The employee meets or exceeds the minimum requirements for the incentive program.
  - 2. Participation in the incentive program does not cause the employee's total personal leave balance to fall below the equivalent of two (2) consecutive work weeks.
  - 3. If unscheduled leave does not exceed the amount outlined in the table below, and upon the employee's request, all permanent full-time employees may be paid a maximum of eighty (80) unused personal leave hours per fiscal year under the Personal Leave Incentive Pay Program.

- b. Eligibility for incentive payments will be determined around September 15<sup>th</sup> of each year and will be paid out one (1) to two (2) weeks before Thanksgiving.
- c. Finance distributes PLT election forms to all full-time employees. Forms must be submitted to finance by the first Friday in September. Any employee who is eligible for personal leave payments pursuant to the Personal Leave Incentive Program, but chooses not to receive payments, must submit their written request to be excluded from the program to the Finance Department no later than September 15<sup>th</sup> of each year. If otherwise, they will receive incentive payments for the incentive program.
- d. Personal leave payments shall be calculated using the employee's current straight time base hourly rate. Hours paid under the incentive program shall be subtracted from the employee's personal leave balance before September 30<sup>th</sup> and paid before Thanksgiving. Incentive Hours shall not be considered usage hours under the annual usage table.
- e. **Unscheduled Leave Use Table**

**Full-Time Employees**

| <u>Unscheduled<br/>Hours used</u> | <u>Max Hours Paid Out</u> |
|-----------------------------------|---------------------------|
| 0-24                              | 80                        |
| 24-48                             | 40                        |
| 48-80                             | 0                         |

***Holidays***

Holidays occurring while an employee is on personal leave shall not be charged against the employee's personal leave balance.

***Termination Pay***

In the event any person having accrued personal leave ceases to be employed by the Village, they will be compensated for their accrued balance based on the following table:

Please note: You must complete 6 months of employment with the Village in order to receive PLT payout.

| <u>Years</u> | <u>Maximum Hours Balance</u> | <u>Payout Hours</u> |
|--------------|------------------------------|---------------------|
| 0-5          | 320                          | 240                 |
| 6-10         | 480                          | 360                 |
| 11-20        | 640                          | 480                 |



## **12.3 Employee Absence**

Any employee who is on personal leave and away from work due to personal illness for a period of three (3) days or longer shall, prior to being returned to work or being entitled to any further compensation, furnish without delay to the Human Resources Department, a report from a duly licensed physician which shall provide sufficient information to support the employee's absence due to personal illness.

## **12.4 Donations of Personal Leave Time or Comp Time**

It shall be the policy of the Village to permit an employee who has a minimum of 120 hours of personal leave time the opportunity of donating accrued personal leave time or comp time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time, and when the employee has exhausted all accrued leave. Extraordinary circumstances shall be defined as lengthy hospitalization, critical illness, or injury of the employee.

Donation requests must be submitted in writing to the Human Resources Department who will then review approve/deny and send to the Finance department for processing. Transfers of PLT or Comp Time hours from the donating employee's PLT or Comp bank to the designated employee's PLT bank will be done as soon as practical after receipt of the written request. PLT and Comp Time donations are transferred hour for hour regardless of pay rate of donor or designated recipient.

Donated hours do not count as "Used" hours to meet their annual minimum usage for the "Donor" employee.

## **12.5 Leaves of Absence without Pay**

Personal leave shall not accrue during leaves of absence without pay. Any regular employee may be eligible for an unpaid leave of absence as provided by the Family Medical Leave Act. When the leave does not qualify as FMLA, the employee is responsible for the full cost of their benefits, including the portion normally paid by the Village if they were actively working or on paid leave. Refer to the FMLA policy regarding continuation of benefits while on unpaid FMLA leave.

## **12.6 Notification**

When an employee requests personal leave time, they must notify their Department Director or designated supervisor prior to their duty start time. Failure to do so may result in denial of PLT use and pay. The Department Director or designee must ensure adequate personnel are available to carry the mission and responsibility of the Village when granting personal leave time.

## Chapter 13:Holidays

### 13.1 Observed Holidays

The following shall be official Village holidays:

|                                   |                            |
|-----------------------------------|----------------------------|
| • New Year's Day                  | January 1                  |
| • Dr. Martin Luther King, Jr. Day | 3rd Monday in January      |
| • President's Day                 | 3rd Monday in February     |
| • Good Friday                     |                            |
| • Memorial Day                    | Last Monday in May         |
| • Juneteenth                      | June 19th (Effective 2024) |
| • Independence Day                | July 4                     |
| • Labor Day                       | 1st Monday in September    |
| • Veteran's Day                   | November 11                |
| • Thanksgiving Day                | 4th Thursday in November   |
| • Friday following Thanksgiving   | 4th Friday in November     |
| • Christmas Eve                   | December 24                |
| • Christmas Day                   | December 25                |
| • New Year's Eve                  | December 31                |

If a recognized holiday falls on a Saturday, the designated holiday shall be observed on the previous Friday. If a recognized holiday falls on a Sunday, the designated holiday shall be observed on the Monday following the holiday. In cases where Christmas Eve and Christmas day/New Year's Eve and New Year's Day fall on Friday/Saturday, Saturday/Sunday, or on Sunday/Monday, the holidays shall be observed by the Village as follows:

| <u>Christmas/New Year's Eve (actual)</u> | <u>Christmas/New Year's Day (actual)</u> | <u>Observed as:</u> |
|------------------------------------------|------------------------------------------|---------------------|
| Friday                                   | Saturday                                 | Thursday and Friday |
| Saturday                                 | Sunday                                   | Friday and Monday   |
| Sunday                                   | Monday                                   | Monday and Tuesday  |

The Village Manager, in conjunction with the Department Director, retains ultimate discretion as to whether employees will be required to work on a particular holiday based on the operational needs of the Village.

### 13.2 Holiday Pay

Regular, full-time employees are eligible for the receipt of paid holidays as set forth below.

Generally, regular, full-time employees will not be required to work on a recognized holiday and will receive their regular rate of pay for the recognized holiday. In some cases, due to departmental requirements, employees may be scheduled and required to work on a holiday. Non-exempt employees working on a holiday shall receive eight (8) hours of holiday pay. Additionally, they

shall also be paid time and a half for a full eight (8) hour day. This does not apply to PBA members who receive ten (10) hours straight for every holiday in addition to hours worked.

Employees who call out the day before or the day after a holiday (Unscheduled PLT) will not be compensated for the holiday. At the Department Director's discretion, with Human Resources approval, employees may be compensated for the holiday if it is deemed that the employee was legitimately ill. The Human Resources Department may require documentation from the employee's health care provider to confirm the personal illness.

Eligible employees on paid leave shall be granted holiday pay in lieu of a paid leave day. Eligible employees on unpaid leave, temporary employees, and part-time employees are not eligible for holiday pay.

Regular, full-time employees who do not work on a designated holiday by virtue of a modified work schedule necessitated by the requirements of their position will get eight (8) hours straight time for the designated holiday. This does not include PBA.

## **Chapter 14: Family and Medical Leave Act Leave**

### **14.1 General Policy Statement**

Eligible employees will be granted up to 12 weeks of unpaid family, medical, or exigency leave during a 12-month period in accordance with the Family and Medical Leave Act (FMLA). Eligible employees will be granted up to 26 workweeks of unpaid leave to care for a covered member or veteran of the Armed Forces, including a member or veteran of the National Guard or Reserves, who is a family member or next of kin, during a single 12-month period in accordance with the FMLA as amended from time to time. The 12-month period is measured backward from the first date an employee uses FMLA leave. However, in the case of an employee caring for a service member, where up to 26 weeks of leave may be taken, the 12-month period is measured forward from the first date of leave.

During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work, however the employee will not accrue Personal Leave Time during unpaid FMLA leave. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position.

### **14.2 Notice**

Employees must provide Human Resources with no less than thirty (30) day's notice of their intent to take FMLA leave when the leave is foreseeable. If such leave is unforeseeable, the employee shall provide notice as soon as possible after the employee learns of the need for the leave. Employees on approved family leave, medical leave, exigency leave, or service member leave under this policy, with or without pay, must make at least monthly contact with the Human

Resources Department during their absence. Family Medical Leave under this policy runs concurrently with all other paid or unpaid leaves of absence.

### **14.3 Eligibility**

To be eligible for FMLA leave, exigency leave, or service member leave, an employee must have been employed by the Village for at least twelve (12) months and must have worked for at least 1,250 hours during the previous twelve-month period. Employees must also work at a site with 50 or more Village employees or where 50 or more Village employees are located within 75 miles of the worksite.

In addition to the foregoing eligibility requirements, the employee must also show that the reason for the leave falls into one of the following categories:

1. For the birth of a son or daughter, and to care for the newborn child.
2. For the placement of a child with the employee for adoption or foster care, and to care for the newly placed child.
3. To care for an immediate family member (spouse, child, or parent) with a serious health condition.
4. When the employee is unable to work because of a serious health condition.
5. To care for an injured or ill covered service member or covered veteran. The employee must be the family member or the next of kin (nearest blood relative) of the covered service member or covered veteran; and
6. To address any qualifying exigency arising out of the fact that a spouse, child, or parent who is also a military member in the National Guard or Reserves or a regular component of the Armed Forces when the military member is on covered active duty or called to covered active-duty status and deployed to a foreign country.

### **14.4 Medical Certifications**

The employee shall provide Human Resources with complete and sufficient certification of the need for leave from the health care provider of the employee, family member, or covered service or military member within fifteen (15) days of notification of the need for leave.

The employee will be required to submit a recertification in certain circumstances. Employees bear the entire cost of obtaining all certifications required by the Village.

The Village may require, at its own expense that the employee obtain the opinion of a second health care provider designated or approved by the Village.

Employees failing to provide complete and sufficient certifications as required, and after any opportunity to correct, may be denied the taking of FMLA leave. Failure to provide any certification may result in denial of leave under the FMLA policy. Employees who fail to provide requested documentation of the reason for an absence from work may be subject to disciplinary action up to, and including, termination.

### **14.5 Intermittent or Reduced Work Week Leave**

Leave can be taken intermittently or on a reduced work schedule when medically necessary for a serious health condition or as a result of a qualifying exigency. However, the employee must provide a certification from the health care provider stating that the employee's reduced work schedule is medically necessary and the expected duration and schedule of the intermittent leave or reduced work schedule when intermittent leave is medically necessary.

If an employee requests intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment, the employee:

1. May be required to transfer temporarily to an available alternative position (for which they are qualified) which has an equivalent pay and benefits, and which better accommodates recurring periods of leave than the regular position of the employee.
2. Must make reasonable efforts to schedule the treatment so as not to unduly disrupt operations.

### **14.6 Health Insurance during FMLA Leave**

During approved FMLA leave, the Village is required to maintain group health insurance benefits. Maintenance of such group health insurance requires that the employee continue to contribute any co-payment of their normal portion of the insurance premiums to the Village at the same time payroll deductions would normally be made in order to maintain insurance coverage. If the employee's payment is more than thirty (30) days late, the Village may discontinue health insurance coverage upon notice to the employee. To the extent an employee's FMLA leave is paid through available accrued leave balances, the employee's portion of premiums will be collected through payroll deductions. For details on continuation of health insurance benefits for dependents, please contact the Human Resources Department.

### **14.7 Return from FMLA**

Employees returning from an FMLA leave are required to submit a fitness for duty certification from their healthcare provider prior to returning to work demonstrating the employee can perform the essential functions of the job. Failure to provide that certification may delay the employee's reinstatement.

After the beginning of the leave, an employee may discover that circumstances have changed, and the amount of leave time originally anticipated is either reduced or needs to be extended. In

foreseeable circumstances where it is necessary to change leave time, the employee is required to give the Village notice within two (2) business days.

An employee who accepts other employment during FMLA leave, or who fails to return to work on the next regularly scheduled workday following the expiration of the leave, or who does not accept a position offered by the Village when returning from leave, will be separated from their employment. Employees are prohibited from performing any work during FMLA leave, for the Village or any other entity or individual, and may be terminated immediately upon discovery of same.

Employees who give notice to the Village that they do not intend to return to work upon conclusion of FMLA leave will be considered to have voluntarily resigned.

## **14.8 Concurrent Use of Paid and Other Leave**

The Village requires that employees use their accrued paid leave, such as Paid Leave Time or comp, concurrently with their FMLA leave. Similarly, other leave occasioned by, for example, workers' compensation injury or disability will run concurrently with an employee's FMLA leave.

Questions on Family and Medical Leave can be directed to the Human Resources Director/Department.

In the event the requirements under the Family and Medical Leave Act are amended, such requirements shall control.

## **Chapter 15: Drug-Free Workplace Policy**

The Village of Palm Springs recognizes that substance abuse is a serious problem; the Village strives to provide a safe working environment; the Village considers the abuse of drugs or alcohol in the workplace unsafe and counterproductive. To ensure that the Village maintains a drug free workplace, the Village has adopted this Drug Free Workplace Program in accordance with and pursuant to Section 440.102, Florida Statutes.

While the Village of Palm Springs understands that employees and applicants who are under a physician's care may be required to use prescription drugs, the abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

The Village is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job; reports to work under the influence of drugs or alcohol; possesses, distributes, or sells drugs in the workplace; or abuses alcohol on the job. Therefore, the Village has established the following policy:

## **15.1 Policy**

1. It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job or on Village property, including parking lots.
2. It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol.
3. It is a violation of this policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications).
4. It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace.
5. It is a condition of employment to abide by the Drug-Free Workplace Policy.
6. Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individual privacy with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the Village.

A visibly impaired employee is unable to properly perform required duties and shall not be allowed to work. The employee's supervisor should consult privately with the employee if the supervisor makes any such observation.

If the supervisor determines that the employee is impaired, the employee shall be sent to a testing facility by a means of safe transportation. The employee may be accompanied by the supervisor or another employee, if necessary. An impaired employee shall not be allowed to drive.

## **15.2 Authority for Drug & Alcohol Testing**

The Village has implemented this policy in accordance with the program requirements outlined in Florida Statute § 440.102.

## **15.3 Definitions**

1. Drug: alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. Please note that marijuana, even if

prescribed for a medical purpose and even if deemed lawful by some states for other purposes, remains an illegal controlled substance under federal law. As such, the Village strictly prohibits the use of marijuana for any purpose.

2.     **Drug Test or Test:** any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

3.     **Initial Drug Test:** a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective forum.

4.     **Job Applicant:** a person who has applied for a special-risk or mandatory testing position with the Village and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.

5.     **Mandatory Testing Position:** a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute § 110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

6.     **Medical Review Officer or MRO:** a licensed physician, employed with or contracted with the Village, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

7.     **Prescription or Nonprescription Medication:** a drug or medication obtained pursuant to a prescription as defined by Florida Statute § 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

8.     **Special-Risk Position:** a position that is required to be filled by a person who is certified under Chapter 633 or 943 of the Florida Statutes.



## 15.4 Types of Testing Required

1. **Job Applicant Drug Testing:** Job applicants for mandatory testing and special risk positions must submit to a drug test. Refusal to submit to a drug test, or a positive confirmed drug test result, shall be used as a basis for declining to offer employment to the applicant.

2. **Reasonable Suspicion Drug & Alcohol Testing:** Employees will be tested following any observed behavior creating “reasonable suspicion.” These behaviors may include the following:

- a. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol (e.g., bloodshot, glassy, or watery eyes, alcoholic odor, stumbling or staggering, unable to walk, fumbling, reduced reaction).
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test while working for the Village.
- e. Information that an employee has caused, contributed to, or been involved in, an accident while at work, which includes post-accident in a Village owned, leased, or rented vehicle.
- f. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the Village’s premises or while operating the Village’s vehicles, machinery, or equipment; and
- g.

3. **Follow-Up Testing:** If the Village requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two (2) year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program, the Village is not required by law to conduct follow-up testing but may do so in its discretion.

4. **Routine Fitness-For-Duty Testing:** Employees who ordinarily must submit to annual physical fitness for duty examination must also submit to drug testing at that time.

5. **Random Testing of Mandatory Testing and Special Risk Positions:** employees with job assignments designated as mandatory testing and employees in special risk positions are subject to testing through the use of an unbiased selection procedure.

## **15.5 Confidentiality**

All information, interviews, reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida's Drug-Free Workplace Act or in determining compensability under the workers' compensation or unemployment benefits laws.

The Village, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the individual in accordance with Florida's Drug-Free Workplace Act and other applicable laws or regulations.

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws.

## **Drugs to Be Tested**

The Village will test for the following drugs: ALCOHOL, AMPHETAMINES, CANNABINOIDS (MARIJUANA), COCAINE, OPIATES, PHENCYCLIDINE (PCP), METHAQUALONE, BARBITURATES, BENZODIAZEPINES, METHADONE AND PROPOXYPHENE.

## **Testing Location**

The Village only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services. You may be tested at the following laboratory:

Please see the Human Resources Department for testing location(s).

## **15.6 Testing Procedures**

The Village and its MRO will comply with all testing procedures as outlined in Florida Statute Section 440.102(5). Employees or job applicants may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and the Medical Review Officer.

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

NOTE: All employees are subject to this policy, including commercial drivers who are also separately subject to the Alcohol and Drug Testing Program for DOT-Covered Commercial Motor

Vehicle Drivers. In all cases, commercial drivers will be advised as to which policy under which a test is being conducted.

## **Challenging Results**

Within five (5) working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Village explaining or contesting the test result, and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Village, the employee will be notified by the Village in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory.

The foregoing documentation shall be kept confidential and retained by the Village for at least one (1) year.

Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.

All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant to Florida's Drug-Free Workplace Act.

Employees are solely responsible for all costs associated with any challenge.

## **Consequences of Positive Confirmed Test Result**

Job applicants receiving a positive confirmed test result shall not be hired. Any employee, regardless of probationary status or regular status, receiving a positive confirmed test result for the first time shall be terminated. . The employee may reapply for employment after three (3) months and upon demonstrating successful completion of an appropriate treatment program.

Additionally, an employee receiving a positive confirmed test result may lose their right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

The Village may also discipline the employee for the consequences of their alcohol/substance abuse (e.g., absenteeism) even on a first offense even where this policy was not violated.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at their own expense at another licensed or certified laboratory chosen by the employee or job applicant.

## **Consequences of Conviction for Violation of Criminal Drug Statute Occurring in the Workplace**

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than 5 (five) calendar days after such conviction.

Within 30 calendar days of receiving such notice from a convicted employee, the Village shall take one of the following actions:

- Take appropriate disciplinary action against the employee, up to and including termination;
- Require the employee to participate satisfactorily in a drug abuse or assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

### **Consequences of Refusing to Submit to Drug/Alcohol Testing**

An employee who refuses to submit to drug testing shall be immediately terminated. Additionally, the employee may lose their right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- Failed to appear for any test within 2 (two) hours of being directed to report by the Village. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator.
- Failed to remain at the testing site until the testing process was complete.
- Failed to provide a urine specimen for any drug test, or failure to provide a blood specimen for alcohol testing.
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen.
- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failed or declined to take a second test that the Village or collector has directed the employee to take.
- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Village.

- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an accident or to allow the Village access to medical records containing the results of such tests or attempted to block the release of such specimens or medical records.
- Failed to cooperate with any part of the testing process (*e.g.*, refused to empty pockets when so directed by the collector, behaved in a confrontational way that disrupts the collection process); or
- Was reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

## **Medications That May Alter or Affect the Drug Test**

Some common medications may alter or affect a test result. They are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot, and is not intended to, be all-inclusive.

**ALCOHOL** All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

**AMPHETAMINES** Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

**CANNABINOIDS** Marinol (Dronabinol, THC).

**COCAINE** Cocaine HCl topical solution (Roxanne).

**PHENCYCLIDINE** Not legal by prescription.

**METHAQUALONE** Not legal by prescription.

**OPIATES** Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin.

**BARBITURATES** Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad.

**BENZODIAZEPINES** Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE        Dolophine, Metadose.

PROPOXYPHENE    Darvocet, Darvon N, Dolene.

#### Employee Assistance Programs (EAP)

Employees are encouraged to contact the EAP if they need help in dealing with substance or alcohol abuse prior to the use becoming a problem at work.

Generally:

(1) An Employee Assistance Program (EAP) will be maintained by the Village to provide assistance to employees who suffer from alcohol and/or drug abuse. However, it is the responsibility of the employee to seek assistance from the EAP before substance abuse problems lead to disciplinary action. Once a violation of this policy occurs, the subsequent utilization of EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

(2) If an employee decides to seek prior assistance from the Employee Assistance Program, the decision will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding.

(3) The use of EAP shall not be a defense to imposition of disciplinary action where facts providing violation of this policy are obtained outside of the EAP. Accordingly, the purposes and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

(4) Using the EAP, the Village shall provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse, subject to the provisions of the Village's health insurance plan. Such employees who seek voluntary treatment prior to violating this policy may be granted leave with a conditional return to work depending on successful completion of the agreed upon appropriate treatment regimen which shall include follow-up testing.

#### EAP Referral.

(1) Self-Referral. In a self-referral, the employee contacts the EAP counselor directly. The employee is assured that no one in the Village will be notified.

(2) Supervisory Referral. It is the responsibility of the Village's supervisors to appropriately confront an employee whenever they see changes in performance that suggest an employee problem. The supervisor may suggest that the employee voluntarily seek help (informal referral) from the Village's Employee Assistance Program (EAP) or decide that the severity of the

problem is such that an involuntary referral to the EAP should be made (formal referral). This must be in consultation with Human Resources.

(3) Informal Referral. Informal referrals can take place at any time during the disciplinary process or if an employee confides in the supervisor that they are having problems of a personal nature.

In an informal referral:

- (a) The supervisor should inform the employee of the benefits provided by the EAP and give the employee the name of the counselor and the telephone number.
  - (b) The supervisor should contact the EAP counselor and inform him/her of the informal referral and the circumstance leading to it, but this is not necessary.
  - (c) In an informal referral, the EAP counselor will not tell the supervisor whether the employee used the EAP and will not divulge any information to the supervisor about the visit.
- (4) Formal Referral. A formal referral can take place at any time during the disciplinary action up to and including termination.

In formal referral:

- (a) The supervisor (or another manager designated by the Village) should contact the EAP counselor to discuss the employee's problem.
- (b) The EAP counselor will ask the employee to sign a waiver allowing the counselor to call the supervisor and tell whether the employee saw the counselor and followed recommendation. No other detailed information is revealed to the supervisor.

Organizations with Substance Abuse Programs:

Narcotics Anonymous Helpline: 561-393-0303

Drug Abuse Foundation of Palm Beach County: 561-278-0000

Palm Beach Al-Anon/Al-a-Teen Information Service: 561-278-3481

Alcoholics Anonymous (Palm Beach County): 561-655-5700

Comprehensive Alcoholism Rehabilitation Program: 561-844-6400

Village's Employee Assistance Program: Please see Human Resources.

The Village does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

## **15.7 Effective Date of Drug-Free Workplace Policy**

This Drug-Free Workplace is effective immediately upon adoption and supersedes any prior policies.

## **Chapter 15 Part 2: Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers**

### **15.8 BACKGROUND AND PURPOSE**

The illegal use of drugs and the abuse of alcohol are problems that invade the workplace, endangering the health and safety of the abusers and those who work around them. Every employee and applicant should understand those dangers and be aware of the federal requirements and state guidelines concerning substance abuse and alcohol in the workplace.

The Village's Drug/Alcohol Testing Policy For DOT-Covered CDL Drivers ("the Policy") was developed in conformity with the Department of Transportation Regulations located in 49 C.F.R. Part 40 and 49 CFR Part 382, which are on file with the Village's Designated Employer Representative (DER) [the Village's Human Resources Director and Village Manager] for review at any time during normal working hours.

Our policy formally and clearly states that the illegal use of drugs and abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining this policy, the Village has implemented pre-employment and active employee drug testing as outlined in this Policy.

This Policy is designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This policy is designed to detect users and remove abusers of drugs and alcohol.

Commercial drivers are subject to Department of Transportation ("DOT") testing regulations, which includes placement in a *separate random testing pool* containing only DOT-covered employees for the purposes of DOT compliance. With regard to those employees covered by the DOT regulations, the federal regulations, as amended from time to time, shall govern any conflicts with this Policy. As employees of the Village, DOT-covered commercial drivers are also



separately subject to the Village's Drug-Free Workplace Policy which covers all employees.

The Village determines the level of discipline following violations of this policy, and the level of discipline is not dictated by federal requirements. The Village has determined that it will terminate any employee who violates this, Policy.

## **15.9 APPLICABILITY AND PARTICIPATION REQUIRED**

This Policy applies to every employee who is required to maintain a commercial drivers' license whose position requires operation of a commercial motor vehicle owned or leased by the Village. These employees are referred to as "commercial drivers" and include full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner-operator contractors.

The positions that are subject to this policy at the Village due to the requirement the employee hold a valid CDL and drive a commercial motor vehicle and can be requested from the Human Resources Department.

Participation in the DOT Drug/Alcohol Testing program as set forth in this Policy is a requirement for all commercial drivers and is a condition of employment. Failure to participate and comply with the requirements set forth in this Policy may result in disciplinary action up to and including termination of employment, which is determined by the Village and not federal law or regulations.

While the Village may require other positions to maintain a CDL license, the employees filling those positions are not subject to the DOT Drug/Alcohol Testing Policy for Commercial Drivers because it has been determined those positions never operate commercial motor vehicles.

### **15.10 DEFINITIONS**

*Commercial motor vehicle (CMV)* means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle is a—

- (1) Combination Vehicle (Group A)—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
- (2) Heavy Straight Vehicle (Group B)—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or
- (3) Small Vehicle (Group C) that does not meet Group A or B requirements but that either—

- (i) Is designed to transport 16 or more passengers, including the driver; or

- (ii) Is of any size and is used in the transportation of hazardous materials as defined in this section.

*Safety-sensitive function* means all time from the time a commercial driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at the Village's plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the commercial driver has been relieved from duty by the Village.
- (2) All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- (3) All time spent at the driving controls of a commercial motor vehicle in operation.
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the federal requirements).
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

## **DUAL TESTING REQUIREMENTS**

As noted above, commercial drivers subject to the testing requirements of this Policy are separately subject to the Village's Drug-Free Workplace Policy covering all employees. The Village Drug-Free Workplace Policy reflects requirements of the Village and are not required by the DOT. Any personnel actions under the general Drug-Free Workplace Policy will be clearly indicated as being based on Village authority under the Drug-Free Workplace Policy and not based upon the DOT Drug/Alcohol Testing Policy. Any personnel actions under this Policy will be clearly indicated as such. Further, this policy will identify where the Village has utilized its discretion where federal regulations do not specify a particular course of action.

## **15.11 REQUIRED HOURS OF COMPLIANCE**

*Alcohol prohibited:*

- while on duty.
- 4 hours prior to on-duty time; and,
- 8 hours following an accident or until a post-accident test is complete, whichever occurs

first.

#### *Controlled Substances:*

Commercial Drivers are prohibited from reporting to, or remaining on, duty when using any controlled substance, unless the use is at the direction of a physician who advised that the substance does not adversely affect the commercial driver's ability to safely operate a commercial motor vehicle.

While not required by the federal regulations, the Village requires all employees to report the use of controlled substances at the direction of a physician to Human Resources along with documentation from the physician advising that the substance does not affect the driver's ability to safely operate a commercial motor vehicle *prior to reporting for duty*.

## **15.12 DRUG/ALCOHOL TESTING POLICY DISSEMINATION**

- (1) The Village will give a general one-time notice to its commercial drivers that it is a condition of employment for employees to refrain from reporting to work or working with the presence of drugs or alcohol in their body and that a drug testing program is in place. To this end, each commercial driver shall be provided a copy of this Policy, and each employee is required to sign a statement certifying that the employee has received a copy of the Policy. The Village will maintain the original of the signed certificate and will provide a copy of the certificate to the employee upon request.
- (2) Prior to each alcohol or controlled substance test performed under this Policy, each employee or job applicant for employment to be tested will be advised that the testing is being conducted pursuant to this Policy, rather than the Village's general Drug-Free Workplace Policy.
- (3) A notice of drug testing will be included with all vacancy announcements for those positions where drug testing under this Policy is required (want ads, job postings, etc.). A notice of the DOT Drug/Alcohol Testing Policy will also be posted in an appropriate and conspicuous location on the Village's premises and copies of the policies will be made available for inspection during regular business hours by the employee or job applicant in the Village's Human Resources Department.

### **DESIGNATED EMPLOYER REPRESENTATIVE**

The Village has designated certain individuals as Designated Employer Representatives (DER). These individuals are responsible for the administration of the DOT Drug/Alcohol Testing Policy and are authorized by the Village to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER is also authorized to receive test results and other communications for the Village, consistent with the requirements of this

Policy and with the applicable regulations. The DER is available to answer any questions by employees concerning this policy. The DER for the Village is the Director of Human Resources and the Village Manager.

### 15.13 DRUG AND ALCOHOL TESTING RECORD (CLEARINGHOUSE QUERIES)

The Village is required under the DOT regulations to obtain information regarding the drug and alcohol testing record of commercial drivers from their previous DOT-regulated employers where the Village intends to use such drivers to perform safety-sensitive (commercial driving) duties. As a result of this requirement and in accordance with federal regulations (49 C.F.R. § 382.701), the Village or its providers will query the FMCSA Drug and Alcohol Clearinghouse for any drug or alcohol information pertaining to DOT-covered CDL drivers and applicants, as follows:

1. *Full pre-employment queries* will be conducted on applicants for any position which requires a DOT-covered CDL license or on current employees who have not held a position requiring a DOT-covered CDL license with the Village. As a condition of consideration for employment, applicants will be required to provide the Clearinghouse with consent to allow the Village to conduct a full query.
2. *For current employees* who are employed in a position requiring a DOT-covered CDL, a *limited query* of the Clearinghouse will be conducted annually. As a condition of continued employment, employees are required to execute the required consent form permitting the limited query. If the limited query reveals that information about the CDL driver exists in the Clearinghouse, the Village will conduct a full query within 24 hours. As a condition of continued employment, the DOT-covered CDL driver will be required to provide the Clearinghouse with consent allowing the Village to conduct a full query.

In accordance with federal regulations (49 C.F.R. § 382.703), the Village (or its Service Agent if the Village uses a Third-Party Administrator to administer its DOT drug testing policy) will report the following drug/alcohol information regarding DOT-covered CDL drivers/applicants to the FMCSA:

| Reporting entity | When information will be reported to Clearinghouse                                                                                                                                                                                                                        |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Village          | <ul style="list-style-type: none"> <li>• A verified positive, adulterated or substituted drug test result.</li> <li>• An alcohol confirmation test with a concentration of 0.04 or higher.</li> <li>• Refusal to test (alcohol) as specified in 49 CFR 40.261.</li> </ul> |
|                  | <ul style="list-style-type: none"> <li>• Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.</li> </ul>                                                                                                                        |
|                  | <ul style="list-style-type: none"> <li>• Actual knowledge that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. “Actual</li> </ul>                   |

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                       | <p>knowledge” means the employer's direct observation of the employee, a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use. Direct observation means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing. “Traffic citation” means a ticket, complaint, or other document charging driving a CMV while under the influence of alcohol or controlled substances.</p>                                                                                                                                                                                                                                                  |
|                                                                       | <ul style="list-style-type: none"> <li>• Negative return-to-duty test results (drug and alcohol testing, as applicable)</li> <li>• SAP’s report of successful completion of return-to-duty process</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                       | <ul style="list-style-type: none"> <li>• Completion of follow-up testing.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Service Agent acting on behalf of Village (if the Village uses a TPA) | <ul style="list-style-type: none"> <li>• A verified positive, adulterated or substituted drug test result.</li> <li>• An alcohol confirmation test with a concentration of 0.04 or higher.</li> <li>• Refusal to test (alcohol) as specified in 49 CFR 40.261.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                       | <ul style="list-style-type: none"> <li>• Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                       | <ul style="list-style-type: none"> <li>• Actual knowledge that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. “Actual knowledge” means the employer's direct observation of the employee, a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use. Direct observation means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing. “Traffic citation” means a ticket, complaint, or other document charging driving a CMV while under the influence of alcohol or controlled substances.</li> </ul> |
|                                                                       | <ul style="list-style-type: none"> <li>• Negative return-to-duty test results (drug and alcohol testing, as applicable)</li> <li>• SAP’s report of successful completion of return-to-duty process</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                       | <ul style="list-style-type: none"> <li>• Completion of follow-up testing.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

If an employee or applicant refuses to provide the necessary consent, the Village will not permit the employee to perform safety-sensitive functions and the Village will terminate the employee.

The level of discipline is within the Village's discretion and is not set forth by the federal regulations.

If the Village obtains information that an employee or applicant violated a DOT agency drug and alcohol regulation, the employee will be terminated, and an applicant will not be hired. Termination is not required by the federal regulations and is within the Village's discretion to do so. Terminated employees are permitted to reapply for employment after three (3) months and may be permitted to perform safety-sensitive functions at that time if the Village is provided documented proof that the employee has subsequently complied with the return-to-duty requirements of 49 CFR Part 40.

## **15.14 REQUIRED TESTING**

### ***Pre-employment testing***

All job applicants for commercial driver positions, including internal transfers, are required to undergo testing for controlled substances as a condition of employment. Additionally, prior to the first time an employee performs safety-sensitive functions for the Village as a commercial driver, either as a new hire or as a result of a transfer, the employee shall undergo testing for controlled substances. The Village will not allow an employee to perform safety-sensitive functions unless the Village has received a controlled substances test result from the MRO or C/TPA indicating a verified negative test result for that commercial driver.

The Village reserves the right to invoke any and all exceptions to the pre-employment testing requirement as set forth in the DOT regulations (49 CFR § 382.301(b)).

### ***Post-accident testing***

Commercial drivers will be tested as soon as practicable following an occurrence involving a commercial motor vehicle on a public road in commerce as follows:

| <b>Type of Accident</b>                                        | <b>Citation Issued* to CMV Driver</b> | <b>Test Must Be Performed</b> |
|----------------------------------------------------------------|---------------------------------------|-------------------------------|
| Human Fatality                                                 | Yes                                   | Yes                           |
| Human Fatality                                                 | No                                    | Yes                           |
| Bodily injury with immediate medical treatment away from scene | Yes                                   | Yes                           |
| Bodily injury with immediate medical treatment away from scene | No                                    | No                            |
| Disabling damage to any motor vehicle requiring tow away       | Yes                                   | Yes                           |

|                                                          |    |    |
|----------------------------------------------------------|----|----|
| Disabling damage to any motor vehicle requiring tow away | No | No |
|----------------------------------------------------------|----|----|

\*In the above chart, “citation issued” refers to a citation received by the commercial vehicle driver under State or local law for a moving traffic violation arising from the accident. With respect to alcohol testing, the citation must be received within eight (8) hours of the occurrence. With respect to controlled substance testing, the citation must be received within thirty-two (32) hours of the occurrence.

If an alcohol test is required but not administered within two (2) hours following the accident, the Village will prepare and maintain a record stating the reasons it was not promptly administered. The Village will not attempt to administer an alcohol test after eight (8) hours, or a controlled substance test after thirty-two (32) hours, following the accident.

Commercial drivers subject to post-accident testing shall remain readily available for testing or the Village may designate such unavailability as a refusal to submit to testing and the commercial driver will be terminated. The level of discipline is within the Village’s discretion and not set forth by federal regulations. However, nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. The results of a breath or blood test for the use of alcohol, or the results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, meet the requirements of testing under this policy, provided the tests conform to the applicable Federal, State or local alcohol or controlled substance testing requirements, and that the results of the tests are obtained by the employer.

Post-accident testing under this Policy does not apply to:

- (a) An occurrence involving only boarding or alighting from a stationary motor vehicle.
- (b) An occurrence involving only the loading or unloading of cargo; or
- (c) An occurrence in the course of the operation of a passenger car by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials that require DOT-mandated markings or placards.

### ***Random testing***

Every DOT covered commercial driver shall submit to unannounced random alcohol and controlled substance testing to be spread reasonably throughout the calendar year. However, a DOT covered employee will only be tested for alcohol while performing safety-sensitive functions, just prior to performing safety-sensitive functions, or just after performing such functions. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, and each employee selected for random alcohol and controlled substances testing under the selection process used, shall have an equal chance of being tested each time selections are made. Each employee selected for testing shall be tested during the selection

period. Random testing for commercial drivers will be conducted according to the applicable rates mandated by the DOT and its applicable agencies (2023 DOT Rates: 50% Random Drug; 10% Random Alcohol) but may exceed those rates at the Village's discretion.

After notification, it is the responsibility of the employee to provide a specimen immediately. At the time of the notification, the donor will be instructed to go directly to the designated collection site. The employee will notify the collection site personnel that the employee has been selected for a random test and that the employee is ready to provide a specimen for the requested test.

### ***Reasonable suspicion testing***

Commercial drivers who, based on specific, contemporaneous, articulable observations of a qualified supervisor concerning the appearance, behavior, speech, or body odor, may be reasonably suspected of using or being under the influence of alcohol or controlled substances or tampering with a drug screen test, shall undergo alcohol and controlled substance testing. In the case of controlled substances, the observations may include indications of the chronic and withdrawal effect of controlled substances.

A "qualified supervisor" is a supervisor or Village supervisor, manager or department director who has received at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by the supervisors to determine whether reasonable suspicion exists to require a commercial driver to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. Recurrent training for supervisory personnel is not required.

Alcohol testing is only authorized for reasonable suspicion testing if the observations are made during, just preceding, or just after the period of the workday that the commercial driver is required to be in compliance. A commercial driver may only be directed to submit to this testing while the driver is performing safety-sensitive duties, just before or just after the driver performed such duties. An alcohol test pursuant to reasonable suspicion testing shall occur within eight (8) hours. If the alcohol testing is done after two (2) hours from the time the observations occurred, the Village must document the reasons the test was not promptly administered.

Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no commercial driver shall report for duty or remain on duty under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the Village permit the employee to perform or continue to perform their work duties, including any safety-sensitive functions, until:

- (i) An alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or
- (ii) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions in this part concerning the use of alcohol.



A copy of documentation supporting a reasonable suspicion test will be completed and signed by the qualified supervisor within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier, and will be retained confidentially by the Village.

On the basis of circumstances requiring a reasonable suspicion test, a commercial driver will immediately be removed from safety-sensitive functions, placed in a non-duty status, and required to use Personal Leave Time (the non-duty status shall be unpaid if the employee does not have such leave hours available) pending the outcome of the required drug/alcohol test.

### ***Return to Duty and Follow-up testing***

The Village is not required to provide commercial drivers who violate this Policy with an evaluation by a Substance Abuse Professional (SAP) or any subsequent recommended education or treatment. As such, commercial drivers who test positive in violation of this policy shall be terminated for the first offense. The level of discipline is determined by the Village and not set forth in the federal regulations.

If the Village, in its sole discretion, allows a driver to reapply and selects the driver for a position that would return the employee to a DOT safety-sensitive function following a violation, the Village will require that the commercial driver has already undergone an evaluation by an SAP and complied with the SAP's recommendations at the commercial driver's sole cost and expense. In addition, following removal from a safety sensitive position after a positive, adulterated or substituted test and referral to an SAP, and successful compliance with the prescribed education and/or treatment, a commercial driver is required to undergo a return to duty test for controlled substances and/or alcohol before returning to safety-sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee return to duty as provided by the SAP's follow-up testing plan. Follow-up testing may extend for up to 60 months following return to duty.

### ***Additional testing***

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations, in accordance with the Village's Drug-Free Workplace Policy for all employees or as otherwise deemed necessary by the Village.

## **SUBSTANCES TO BE TESTED AND DETECTION THRESHOLDS**

The Village tests for the following substances pursuant to the federal regulations:

|                           | <u>Drug Screen Cut-off GC/MS</u> |
|---------------------------|----------------------------------|
| Marijuana metabolites/THC | 50 ng/mL - 15ng/mL               |
| Cocaine metabolites       | 150 ng/mL - 100 ng/mL            |
| Codeine/Morphine          | 2,000 ng/mL – 2,000 ng/mL        |
| Hydrocodone/Hydromorphone | 300 ng/mL – 100 ng/mL            |

|                               |                       |
|-------------------------------|-----------------------|
| Oxycodone/Oxymorphone         | 100 ng/mL – 100 ng/mL |
| 6-Acetylmorphine              | 10 ng/mL – 10 ng/mL   |
| Phencyclidine (PCP)           | 25 ng/mL - 25 ng/mL   |
| Amphetamines, Methamphetamine | 500 ng/mL - 250 ng/mL |

And Methylenedioxymethamphetamine (MDMA)

Alcohol - removal from safety-sensitive position at .02% Blood/Alcohol Content (B.A.C) or greater, violation of Policy at .04% BAC or greater.

## **PRESCRIBED OR OVER-THE-COUNTER MEDICATIONS**

The Village recognizes that eventually most employees will need to take medications to combat various illnesses. Commercial drivers must realize, however, that the use of certain medications may constitute a violation of this Policy if not properly reported and may potentially alter or affect the results of a drug or alcohol test. A commercial driver could potentially test positive for a drug when taking medications prescribed by a doctor or purchased over the counter. Some medications known to alter or affect a drug test are listed in the next section of this Policy.

Employees who want more comprehensive or technical information about the use of medications, and their potential effects on the drug test results, should consult the Village's DER or a local testing laboratory. To avoid the potential problems created by a false test result, the Village has implemented procedures to enable employees to confidentially report the use of medications. An employee may report the use of medications on the back of their copy of the chain of custody form after the specimen is collected and discuss the use only with the Medical Review Officer.

However, employees are required to report the use of prescribed drugs for which the Village tests and provide written certification from their physician advising that the substance does not adversely affect driver's ability to safely operate a commercial motor vehicle **prior to engaging in any safety sensitive functions**. Failure to do so will result in termination, which is in the Village's discretion and not set forth by the federal regulations.

*Note about Medical Marijuana and CBD Products:* The DOT's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – **does not authorize “medical marijuana” under a state law** to be a valid medical explanation for a commercial driver's positive drug test result. Therefore, a positive test result for marijuana or THC will result in the consequences set forth for a positive drug test. Furthermore, CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the appropriate cutoffs as positive, even if the commercial driver claims only a CBD product was used.

### **15.15 SUBSTANCES WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST**

The following substances, listed by brand name and common name, are among those that could affect the results of a drug test. This list is not comprehensive. All questions concerning

substances which could result in a positive test should be directed to the Village's DER or the MRO.

- |      |                   |                                                                                                                                                                                                                                                                                                                                                            |
|------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1)  | AMPHETAMINES:     | Abetrol, Biphetamine, Desoxyn, Dexadrine, Didrex                                                                                                                                                                                                                                                                                                           |
| (2)  | CANNABINOIDS:     | Marinol (Dronabinol, THC), Marijuana, Hash, Pot                                                                                                                                                                                                                                                                                                            |
| (3)  | COCAINE:          | Cocaine HCl Topical Solution (Roxanne), Crack, Coke                                                                                                                                                                                                                                                                                                        |
| (4)  | PHENCYCLIDINE:    | PCP, Angel Dust                                                                                                                                                                                                                                                                                                                                            |
| (5)  | OPIATES:          | Paregoric, Parepectolin, Donnegan PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiacuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Opium, Heroin                                           |
| (6)  | ALCOHOL:          | Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. For example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof); and Listerine is 26.9% (54 proof); Booze, Drink, wine, distilled spirits, malt beverages, beer, etc. |
| (7)  | BARBITUATES:      | Phenobarbital, Tuinal, Amytal                                                                                                                                                                                                                                                                                                                              |
| (8)  | BENZODIAZOPHINES: | Ativan, Azene, Klonopin, Dalmone, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Transene, Valium, Vertron, Xanax                                                                                                                                                                                                                                   |
| (9)  | METHADONE:        | Dolophine, Methadose                                                                                                                                                                                                                                                                                                                                       |
| (10) | PROPOXYPHENE:     | Darvocet, Darvon N, Dolene                                                                                                                                                                                                                                                                                                                                 |

## 15.16 TESTING PROCEDURES

All alcohol or controlled substances testing under this Policy shall be conducted in conformity with the provisions and procedures set forth in the DOT Workplace Drug and Alcohol Testing Programs (49 C.F.R. Part 40 and 49 C.F.R. Part 382), which are on file with the Village's DER for review at any time during normal working hours. In summary, the testing procedures adopted by this Policy are as follows:

### *Alcohol Testing*

All alcohol testing will be conducted using one of two possible methods. Alcohol testing may be performed using evidential breath testing (EBT) devices or saliva alcohol screening devices (ASD) approved by the NHTSA. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The employee and the individual conducting the test (called a breath alcohol technician (BAT)) complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results. The confirmation test results determine any actions taken. Under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable.

### ***Controlled Substance Testing***

Controlled substance testing is conducted by analyzing an employee's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS). The employee provides a urine specimen in a location that affords privacy, and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification, and integrity are not compromised. The testing for DOT requirements will be performed using "split specimen procedures" that require each urine specimen to be subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. The testing is a two-stage process. First, a screening test is performed. If it is positive for one or more of the controlled substances, then a confirmation test is performed for each identified controlled substance using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis.

GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the commercial driver has 72 hours to request the split specimen be sent to another DHHS certified laboratory for analysis. This split specimen procedure essentially provides the driver with an opportunity for a "second opinion."

All drug test results are reviewed and interpreted by a physician (Medical Review Officer (MRO)) before they are reported to the Village. If the laboratory reports a positive result to the MRO, the MRO contacts the employee (in person or by telephone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that the positive result was due to legitimate medical use of the prohibited drug, the drug test result is reported as negative to the Village.

*Note about Medical Marijuana and CBD Products:* The MRO may not verify a drug test as negative based upon information that a physician recommended that the employee use "medical marijuana." Furthermore, CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the appropriate cutoffs as positive, even if an employee claims they only used "medical marijuana" or a CBD product.

### **PROHIBITED CONDUCT UNDER DOT REGULATIONS AS ADOPTED BY THIS POLICY**

The following is an overview of the terms and conditions of this Policy, and for violation of which a commercial driver is subject to discipline as outlined below.

1. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty or remain on duty requiring the performance of safety-sensitive (commercial

driving) functions while having an alcohol concentration of 0.04 or greater. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

2. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to use alcohol while performing safety-sensitive functions. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

3. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to perform safety-sensitive functions within four (4) hours after using alcohol. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

4. It is a violation of the DOT regulations, as adopted by this Policy, for any employee required to take a post-accident alcohol test to use alcohol for eight (8) hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

5. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

6. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty or remain on duty requiring the performance of safety-sensitive functions after or during use of any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the covered employee that the substance will not

adversely affect the driver's ability to safely operate a commercial motor vehicle. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

7. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

8. It is a violation of the DOT regulations, as adopted by this Policy, for any employee tested under the provisions of this Policy and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle. The Village will not permit such an employee to perform or continue to perform safety-sensitive functions, until the start of the next regularly scheduled duty period, but not less than 24 hours following administration of the test. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

9. Employees must also fully comply with all prohibitions set forth in the Village's general Drug-Free Workplace Policy, which is applicable to both DOT-covered commercial drivers and non-DOT covered drivers who may or may not hold a CDL. When safety-sensitive commercial drivers are being tested pursuant to this Policy (i.e., the DOT-mandated policy), the testing procedures set forth herein shall apply. When safety-sensitive commercial drivers are being tested pursuant to the general Drug-Free Workplace Policy, the procedures set forth in that policy shall apply.

## **15.16 CONSEQUENCES OF VIOLATIONS**

Prohibited conduct by an employee will result in the following Village sanctions that have been determined by the Village:

- (1) Job Applicants will not be hired.
- (2) Any employee violating this Policy will be terminated, regardless of length of service. The employee may reapply after three (3) months and after the individual completes the Substance Abuse Professional Process at their sole expense.
- (3) An employee found to have an alcohol concentration of .02 or greater, but less than .04, shall not perform or continue to perform safety-sensitive functions until the start of the commercial driver's next regularly scheduled duty period, but not less than 24 hours following

administration of the test. This time away from work shall be unpaid and the employee shall not be permitted to use Paid Leave Time. No action will be taken under this Policy based solely on test results showing alcohol concentrations of less than .04, but the Village may take action independent of this Policy in accordance with other applicable policies or laws.

(4) In addition to the other consequences provided in this Policy, all employees who refuse to submit to an alcohol or drug test to be conducted under this Policy will be presumed to be positive for the presence of alcohol or a controlled substance for the purpose of all workers' compensation medical and indemnity benefits claims arising from the incidents or accidents leading to said testing. Refusals to test shall subject the commercial driver to immediate termination.

(5) An employee who fails to report the use of prescribed drugs for which the Village tests and/or fails to provide written certification from their physician advising that the substance does not adversely affect driver's ability to safely operate a commercial motor vehicle prior to engaging in any safety sensitive functions shall be subject to immediate termination.

***REFUSAL TO SUBMIT (to an alcohol or controlled substances test) means that an employee:***

(1) Failed to appear for any test (except a pre-employment test) within two hours of being directed to report by the Village's DER or designee. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator.

(2) Failed to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

(3) Failed to provide a urine specimen for any drug test or failed to attempt to provide a saliva or breath specimen for alcohol testing, required by this Policy or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because they have left the testing site before the testing process commences (see 49 CFR Sec. 40.63(c) of the DOT regulations) for a pre-employment test is not deemed to have refused to test.

(4) In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the employee's provision of a specimen.

(5) Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

(6) Failed or declined to take a second test the Village, the Village's DER, or collector has directed the employee to take.

(7) Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the shy bladder or shy lung procedures set forth in 49 CFR Sec. 40.193(d) of the DOT regulations. In the case of a pre-employment drug test, a covered employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.

(8) Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an "accident" requiring post-accident testing or refused to allow the Village access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records.

(9) Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or

(10) Is reported by the MRO as having a submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

## **SUBSTANCE ABUSE PROFESSIONAL REQUIREMENT**

Any driver who has a verified positive controlled substances result, an alcohol concentration of .04 or greater, or refuses to submit to a test must also be evaluated by a Substance Abuse Professional at the employee's own expense, even if the employee is terminated by the Village, before obtaining a DOT-covered commercial driver position at any entity including the Village.

## **DRUG/ALCOHOL INTERVENTION**

There are many good reasons why you should be concerned if any of your coworkers are using drugs or alcohol on the job including, but not limited to:

- Your health and safety may be at risk.
- Alcohol misuse and drug use costs you money.
- Alcohol misuse and drug use creates a negative work environment.

If drinking or using drugs affects your work life, it could lead to job loss and all the financial problems that could follow. Please contact Human Resources, or encourage a coworker to do so, if you suspect a problem.

### *Signs and Symptoms of Alcohol and/or Drug Abuse*

Any one or more of the following signs may indicate a drinking or drug problem:

- Family or social problems caused by drinking or drug use.
- Job or financial difficulties related to drinking or drug use.
- Loss of consistent ability to control drinking or drug use.
- "Blackouts" or the inability to remember what happened while drinking or taking drugs.
- Distressing physical and/or psychological reactions if you try to stop drinking or taking drugs.
- A need to drink increasing amounts of alcohol to get the desired effect.



- Marked changes in behavior or personality when drinking or taking drugs.
- Getting drunk or high frequently.
- Injuring yourself - or someone else - while intoxicated or high.
- Breaking the law while intoxicated or high.
- Starting the day with a drink or drugs.

### *Available Resources for Resolving Problems Associated with Alcohol or Drug Abuse*

Outpatient programs exist in a variety of settings:

1. Community mental health centers.
2. Family service agencies.
3. Private physicians and therapists' offices.
4. Occupational settings.
5. Specialized alcoholism/drug addiction treatment facilities.

Inpatient services, designed for those with more serious alcohol or drug addiction problems, can be found in hospitals, residential care facilities, community halfway houses, and some clinics.

An internet-based search will list helpful referral organizations such as (none of which are specifically recommended by the Village; treatment decisions are highly personal and made by the employee and their family):

U.S. Dept. of Health & Human Services  
Substance Abuse and Mental Health  
Services Administration:

1-800-HELP (4357)

Alcoholics Anonymous

1-800-344-2666

M.A.D.D.

1-800-438-6233

AL-ANON Family Group Headquarters

1-800-356-9996

Additionally, an Internet search will identify the names and locations of treatment centers. Also, the United Way, offers many confidential services at no charge. Any costs of outside services are, however, the employee's responsibility.

### *Employee Assistance Program*

The Village maintains an Employee Assistance Program (EAP) that may offer services or referrals for employees and their family members who suffer from alcohol or drug abuse problems. Any questions concerning the EAP program can be directed to the Village's DER.

### *Seeking Voluntary Assistance*

Any employee who has not previously tested positive for drug and alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and/or alcohol problems before they lead to disciplinary actions, provided that:

- (1) The employee does not self-identify in order to avoid testing under the requirements of this Policy.
- (2) The employee makes the admission of alcohol misuse or controlled substances use prior to performing a safety sensitive function (i.e., prior to reporting for duty); and
- (3) The employee does not perform a safety sensitive function until the Village is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements in accordance with the requirements set forth below.

No employee will be discharged, disciplined, or discriminated against solely upon that employee's voluntarily seeking treatment for a drug and/or alcohol problem if the employee has not previously tested positive for drug use, entered an employee assistance program for alcohol- or drug-related problems, or entered an alcohol and drug rehabilitation program.

Employees may not continue to work in commercial driver positions while seeking voluntary treatment but may be granted leave without pay with a conditional return to work upon successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor. An employee returning to work from voluntary treatment shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02; and/or a verified negative test result for controlled substances use. For up to two (2) years, a series of periodic non-DOT follow-up drug and/or alcohol tests will be administered after the employee returns to work under the Village's general drug free workplace policy.

## **CONFIDENTIALITY**

All written reports and related information received by the Village, laboratories, employee leasing programs, drug and/or alcohol rehabilitation programs and their agents will be held in strict confidence and will not be disclosed except in accordance with the applicable federal, state, and/or local laws and regulations. Any other release of this information will be allowed only with the tested individual's consent. If an employee initiates a grievance, hearing, lawsuit, or other action as a result of a violation of these rules, the Village may release relevant information to its legal counsel and the decision maker in said action.

The Village or its Service Agent shall maintain the records for a period of up to five (5) years in accordance with the requirements of the DOT regulations in 49 CFR §382.401(b), as well as the applicable retention period under Florida's public records laws, and these records will be provided to the following agencies and/or individuals under the following circumstances:

- (1) An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to their alcohol or controlled substances tests. The Village will also release information regarding an employee's records as directed by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information by the

person receiving the information is permitted only in accordance with the terms of the employee's specific written consent as outlined in the DOT regulations in 49 CFR § 40.321(b);

(2) To the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the employee, and arising from a positive drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results) or this Policy (including, but not limited to, a workers' compensation, unemployment compensation, or other proceeding relating to a benefit sought by the commercial driver). Additionally, an employer may disclose information in criminal or civil actions in accordance with the DOT regulations in 49 CFR § 40.323(a) (2).

(3) The National Transportation Safety Board as part of an accident investigation.

(4) Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the Village or its commercial drivers; or

(5) A subsequent employer upon receipt of a written request from a covered employee.

## **15.17 FEDERAL AND STATE LAWS AND REGULATIONS**

Nothing in this Policy shall be presumed to override, amend, or change any requirements of state and/or Federal law. In the event any of the provisions of this Policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control.

All employees will notify the Village of any conviction of plea of guilty or nolo contendere to, any violation of any controlled substance law of United States or any other state for a violation occurring in the workplace no later than five (5) days after such conviction. The Village has determined that failure to report any such conviction within five (5) days shall result in termination of employment.

**IMPORTANT INFORMATION FOR DOT-COVERED COMMERCIAL DRIVERS**  
*(It is required that this information be posted for all employees)*

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>Notice to Applicants and Employees</u></p> <p>PRE-EMPLOYMENT AND OTHER REQUIRED DRUG TESTING IS FOR THE FOLLOWING DRUGS:</p> <ul style="list-style-type: none"> <li>• Marijuana</li> <li>• Cocaine</li> <li>• Opioids</li> <li>• Amphetamines</li> <li>• Phencyclidine (PCP)</li> </ul> <p>REASONABLE SUSPICION AND POST-ACCIDENT TESTING:</p> <ul style="list-style-type: none"> <li>• Above Drugs</li> <li>• Breath Alcohol Testing (when suspected for reasonable suspicion)</li> </ul> <p>RANDOM TESTING — above Drugs and Alcohol</p> | <p>VILLAGE DESIGNATED EMPLOYER REPRESENTATIVE (DER) - ALL QUESTIONS REGARDING THE DRUG &amp; ALCOHOL TESTING PROGRAM</p> <p><u>DER:</u></p> <p>Director of Human Resources and Village Manager</p>                                                                                                                                                                                              |
| <p>DRUG OR ALCOHOL HOTLINE #'S</p> <p>National Council on Alcoholism and Drug Dependence Hotline</p> <p>Phone: (800) 622-2255</p> <p><a href="http://www.ncadd.org">www.ncadd.org</a></p> <p>Alcohol &amp; Drug Referral Hot Line</p> <p>1-800-252-6465</p> <p>SUBSTANCE ABUSE PROFESSIONAL (EMPLOYEE MUST BE REFERRED AFTER VIOLATION OF DOT DRUG/ALCOHOL POLICY EVEN IF TERMINATED)</p>                                                                                                                                                        | <p>IT IS THE POLICY OF THE VILLAGE THAT THERE IS NO PLACE FOR THOSE WHO USE ILLEGAL DRUGS OR WHO ABUSE LEGITIMATE DRUGS OR WHO HAVE BECOME DEPENDENT UPON ANY CHEMICAL SUBSTANCE INCLUDING ALCOHOL.</p> <p>THIS VILLAGE INTENDS TO BE IN COMPLIANCE WITH THE DOT REGULATIONS CONCERNING DRUG ABUSE AND ALCOHOL MISUSE, WHICH INCLUDES A PROGRAM OF URINALYSIS TESTING FOR ILLICIT DRUG USE.</p> |

|  |                                                                                               |
|--|-----------------------------------------------------------------------------------------------|
|  | EMPLOYEES WHO HAVE A CONFIRMED POSITIVE TEST FOR DRUGS OR ALCOHOL ARE SUBJECT TO TERMINATION. |
|--|-----------------------------------------------------------------------------------------------|

## Chapter 16: Health and Safety

### 16.1 Safety

The Village Manager, in cooperation with Department Directors, shall be responsible for the development and administration of programs providing for the general health and safety of Village employees.

The Village shall make appropriate efforts to promote among employees and in the department's appropriate standards of safety and good health. All employees shall be responsible for performing work assignments in a safe manner. Prime consideration shall always be given to safety in all work situations.

An Employee Safety Manual shall be provided, and it is the employees' responsibility to know the requirements of the manual.

Supervisors and Department Directors shall:

1. Be responsible for the establishment and implementation of appropriate safety standards within their respective activity areas, for periodically reviewing accident frequencies to determine and correct causes, and for identifying and correcting safety hazards.
2. Ensure that all new employees, including seasonal, temporary, and/or part-time employees are thoroughly advised, instructed, and supervised in necessary safety policies, practices, and procedures.
3. Implement and actively support the Village's safety program.
4. Arrange and conduct safety meetings, inspections, and training sessions.
5. Provide and/or require equipment necessary to adequately protect the health and safety of employees.
6. Immediately investigate accidents and prepare all necessary forms for documentation and future prevention of on-the-job injuries and hazardous conditions.

All employees shall:

1. Be thoroughly familiar with and comply with safety requirements and practices applicable to their respective work assignments.
2. Wear appropriate safety and/or protective gear as applicable to the work assignment.

3. Actively report unsafe or potentially dangerous conditions and accidents or injuries to their supervisor immediately.
4. Not remove guards or other protective devices from machinery and equipment.
5. Not engage in "horseplay", or other unsafe acts.
6. Attend any required training or orientation to increase safety awareness.
7. Not report to work under the influence of alcohol or drugs that alter normal behavior or ability to function safely.
8. Report all job-related injuries or illnesses to their supervisors immediately.
9. Assist supervisors in their investigation of any accident of which they have knowledge; accident investigation is fact finding, not fault finding.
10. Refrain from operating, modifying, adjusting, or using equipment in an unauthorized manner.

Employees may be subject to disciplinary action for failure to comply with health and safety workplace requirements.

## **16.2 Review Board**

The Employee's Safety Committee shall meet periodically to review accidents that have occurred, discuss recommendations for improved safety and formulate safety rules and procedures.

## **First Aid Training Kits and Poster**

All supervisors, or persons in charge of crews will be first aid trained; other persons may also be designated to be the recognized first aider. Valid first aid certificates are recognized as ones which are less than three years old. Cardiopulmonary Resuscitation Certification (CPR) is required in addition to the regular first aid training, if a first aid course does not combine the two subjects.

First aid kits will be available at work locations in accordance with the requirements of applicable law and safety practice.

- (a) First aid kit locations at Village facilities include:
  1. Shop Offices and Vehicles
  2. Police Department and Police Vehicles
  3. Village Hall
  4. Community Center Front Office and Leisure Services Vans
- (b) Department Directors are responsible to ensure that first aid kit(s) and AEDs are properly maintained and stocked.

## **16.3 Safety Orientation, Accident Investigation, and Reporting**

All Village employees shall receive a safety orientation at the beginning of employment. The Employee Safety Manual is to be distributed to the employee by each supervisor and explained as needed.

ALL ACCIDENTS, no matter how minor, shall be reported IMMEDIATELY to the employee's immediate supervisor for evaluation/investigation. Since every accident includes a sequence of contributing causes, it is possible to avoid a repeat of the first event by recognizing and eliminating these causes. The removal of just a single cause can prevent a recurrence. During the supervisor's evaluation they must determine the possible consequences that could take place if the situation is not corrected and take appropriate action based upon those findings (i.e., investigate, report, correct, etc.).

### **Accidents Involving Defective Equipment**

When an accident happens where defective equipment is suspected to be a contributing factor, the following action should be taken:

- (a) Attend to any injuries of employees or others.
- (b) Turn-in all suspected equipment involved in the incident to the employee's supervisor, who shall consult with the Department Director and Village Manager.
- (c) Write a detailed report, within one (1) day, to include all circumstances surrounding the incident and all manufacturing information available concerning the equipment in question. This report should be submitted to the Department Director who will report it to the Employee Safety Committee.

### **Hazard Communication Program**

The following Hazard Communication Program is hereby established for the Village. All work sites of the Village are included within this program.

- (a) Definitions:
  - 1. HAZARDOUS CHEMICAL - Any chemical which is a physical hazard or a health hazard.
  - 2. HEALTH HAZARD - Includes any chemical for which significant evidence has been established, based on at least one study conducted by established procedures and principles, proving that acute or chronic health effects may occur in exposed employees. These health hazard chemicals include carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins,

agents which act on the hematopoietic system, and agents which damage the lungs, skin, eyes, or mucous membranes.

3. PHYSICAL HAZARD - A chemical for which there is scientifically valid evidence that it is a combustible liquid, a compressed gas, explosive, flammable, or organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water reactive.

(b) Container Labeling: Each Department Director will verify that all containers received for use will:

1. Be clearly labeled as to the contents.
2. Note the appropriate hazard warnings.
3. List the name and address of the manufacturer.

The supervisors of each department will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with generic labels which have a block for identity and blocks for the hazard warning.

The Employee Health and Safety Committee shall review the labeling system every 12 months and recommend any updates to this policy as required.

(c) Material Safety Data Sheets (MSDSs): Documents containing safety information about a hazardous chemical, which is required to be maintained for each hazardous chemical in the workplace. Each Department Director is responsible for obtaining and maintaining the MSDS's for their department.

The Police Chief or designee will review incoming data sheets for new and significant health/safety information. They will see that any new information is passed on to the employees.

Copies of MSDS's for all hazardous chemicals to which employees of the Village may be exposed will be kept in each department. MSDS's will be available to all employees in their work area for review during each work shift. If MSDS's are not available or a new chemical is in use and does not have an MSDS, immediately contact the Department Director.

(d) Employee Training and Information: The Department Director and/or designee shall be responsible for employee training. They will ensure that all elements specified below are carried out.



Prior to starting work, each new employee will receive a health and safety orientation and will be given information and training on the following when applicable to their position:

1. An overview of the requirements contained in the Hazard Communication Standard.
2. Chemicals present in their workplace operations.
3. Location and availability of our written hazard program
4. Physical and health effects of the hazardous material.
5. Methods and observation techniques used to determine the presence or release of hazardous chemicals in the workplace.
6. How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment.
7. Emergency procedures to follow if they are exposed to these chemicals.
8. How to read labels and review MSDS's to obtain appropriate hazard information.
9. Location of the MSDS file and location of hazardous chemical lists.

After attending the training orientation session, the Department Director will keep a record of same, and the employee will acknowledge, in writing, that they received the written materials, and understood the Village's regulations on Hazard Communication.

Prior to any new hazardous materials being introduced into any department, employees of that department will be given information about the material and an opportunity to review the MSDS. The Department Director or designee is responsible for ensuring that an MSDS on the new chemical(s) is secured from the manufacturer.

## **16.4 Clean Indoor Air Policy / Smoke -Free and Tobacco-Free Workplace**

All individuals are prohibited from smoking or using tobacco products in any enclosed indoor workplace at the Village in accordance with Florida law. Enclosed indoor workplaces include any place that is predominantly or totally bounded on all sides and above by physical barriers. "Predominately" generally refers to coverage of more than 50%. Employees unsure of an acceptable location for smoking should consult their supervisor.

Employees who witness individuals smoking or using tobacco products in an enclosed indoor workplace must request the individual immediately extinguish the smoking device. If the employee is not comfortable confronting another employee or a citizen about the violation, they should immediately seek assistance from their supervisor or any member of management if the supervisor is unavailable.

To ensure a professional appearance, employees are also prohibited from smoking, using tobacco products, or using simulated smoking devices on Village property during working hours or while on paid time, as well as while using Village vehicles.

Employees who violate this policy may be subject to disciplinary action up to, and including, immediate termination.

The Village will not retaliate against any employee who makes good faith reports of suspected violations of this policy.

For purposes of this policy, “tobacco products” include, but are not limited to cigarettes, cigars, chewing tobacco, and pipe smoking. Vapor-generating electronic device means any product that employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product. “Vape” or “vaping” means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance.

The Village will not hire applicants who regularly use tobacco products. The Village will not consider applicants who have used tobacco products for a period of at least three months prior to application for employment. The definition of “tobacco products” shall include, but is not limited to, cigarettes, cigars, electronic cigarettes, chewing tobacco, pipes, snuff, and vaping. Employees of the Village who were hired before approval of the date of the updated regulations are exempt from this policy.

All applicants for employment hired on or after [INSERT EFFECTIVE DATE FOR NEW HIRES] must sign a Non-Tobacco Use Affidavit and must sign the affidavit each year on their work anniversary. Any employee who signs the Non-Tobacco Use Affidavit and violates the Non-Tobacco Use Policy may be subject to disciplinary action, up to and including termination.

## **16.5 Hurricane & Emergency Preparedness**

If employees are unable to report to work due to emergency weather or other conditions, the following criteria shall apply:

- (a) Each employee is responsible for contacting a supervisor or Department Director by telephone or other appropriate means to indicate anticipated absence from work or late arrival to work and the reason.

- (b) If an employee is unable to report to work, the absence may be charged to personal leave time, unless an emergency is declared or unless approved by the Village Manager in writing for good cause shown.

The Village Manager or designee shall be authorized to close Village offices and work locations to protect the safety and welfare of Village employees. In this event employees will receive full pay, and no personal leave allowances shall be affected.

In the case of an approaching hurricane or similar emergency, certain employees may be required to continue to perform work for the Village (“Essential Personnel”), while other employees may be excused from work (“Non-essential Personnel”).

In the case of an approaching storm, it may be necessary for the Village to revoke previously approved Personal Leave Time in order for employees to assist with Village storm-related preparations. The following sets forth an overview of compensation in the event of a hurricane or similar emergency.

## **Chapter 17: Local Emergency Pay Conditions**

The purpose of this directive is to set forth the policy as it relates to local emergency pay conditions.

### ***Definitions***

**Local Emergency Condition:** a condition where regular operations of the Village are severely limited/suspended by a local declared emergency.

**Local Emergency Condition Pay:** a condition where employees work during a declared local emergency and shall remain in effect for the time period during which the Village declared local emergency exists in accordance with the Village Code.

**Administrative Leave:** a temporary leave from a job assignment, with pay and benefits intact when the Local Emergency Condition necessitates the suspension of routine Village operations as determined by the Village Manager. Administrative Leave counts as hours of pay but does not count as hours of work for overtime purposes.

### ***Purpose***

The purpose of this policy is to describe how employees are to be paid in the event of a Village declared Local Emergency Condition, (i.e., hurricanes, tornados, gas leaks, terrorist events, etc.) The implementation of the Local Emergency Pay Condition policy will occur when an authorized Village official(s) declares a state of local emergency in the Village and such declaration becomes effective. The state of local emergency shall continue in effect until rescinded by the Village Manager or in accordance with Florida Statute Section 252.38, where applicable and as amended from time to time.

The Village shall designate Essential Personnel and Non-essential Personnel to the local emergency declaration period. Essential Personnel are required to report to work and/or remain at work during all or a portion of the local emergency declaration period as determined by the Village Manager and/or their designee. Non-essential Personnel are not required to work during the emergency declaration period but are required to stay updated on the status of the emergency condition and return to work when they are required.

**1. Non-Essential Hourly (non-exempt) Personnel**

- a. Non-essential hourly personnel will be paid their regular compensation for all hours they would normally have been scheduled to work during the local emergency declaration period but are released from work and not required to report.
- b. Non-essential hourly personnel with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive any additional Local Emergency Condition Pay.
- c. Non-essential hourly personnel working from home during the local declared emergency shall receive their regular rate for hours actually worked but shall not receive Local Emergency Pay, unless approved by the Village Manager.

**2. Essential Hourly (non-exempt) Personnel**

- a. Essential hourly personnel shall record all hours actually worked as regularly worked hours and shall clearly record the nature of the work performed for each hour worked during the local emergency declaration.
- b. Essential hourly personnel shall be paid at a premium rate of 1.5 times the regular hourly rate for all hours actually worked during the local emergency declaration.
- c. Essential hourly personnel who are on a scheduled day off and called to work shall be paid at a premium rate of 1.5 times the regular hourly rate for all hours actually worked during the local emergency declaration.
- d. Leave requests approved prior to a local declared emergency will be honored if, in the Department Director's or Village Manager's opinion, the absence will not adversely affect the Village operations. Employees with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive additional Local Emergency Condition Pay.
- e. Essential hourly personnel working from home during the local declared emergency shall receive their regular rate for hours actually worked but shall not receive Local Emergency Pay, unless approved by the Village Manager.

Employees will only receive pay at 1.5 times for the hours worked for that day. No extra 8 hours will be paid.

**3. Non-Essential Salaried (exempt) Personnel, including but not limited to Division Heads, Assistant Directors, Department Directors, and Village Manager**

- a. Non-essential salaried personnel will be paid their regular compensation for all hours they would normally have been scheduled to work during the local emergency declaration period but are released from work and not required to report.
- b. Non-essential salaried personnel with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive any additional Local Emergency Condition Pay.
- c. Non-essential salaried personnel working from home during the local declared emergency shall receive their regular salary but shall not receive Local Emergency Pay unless approved by the Village Manager.
- d. Non-essential salaried personnel are required to stay updated on the status of the emergency conditions and return to work when they are required to return.

**4. Essential Salaried (exempt) Personnel, including but not limited to Division Heads, Assistant Directors, Department Directors, and Village Manager**

- a. Essential salaried personnel shall record all hours actually worked as regular hours and shall record the nature of the work performed for each hour worked during the local emergency declaration.
- b. Essential salaried personnel will be paid at a premium rate of time and one half for all hours actually worked during the local emergency declaration. Time and one half for exempt employees shall be calculated at 1.5 times the regular rate. The regular rate shall be determined by dividing the annual salary by 2080 hours.
- c. Leave requests approved prior to a local declared emergency will be honored, if in the Department Director's or Village Manager's opinion, the absence will not adversely affect the Village operations. Employees with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive additional Local Emergency Condition Pay.
- d. Employees working from home during the local declared emergency shall not receive Local Emergency Pay unless approved by the Village Manager.

In cases where a local emergency is not declared by the Village, but employees are unable to report to work (for their regular scheduled shift/hours or called into work) due to emergency conditions in and around their regular residence, employees will not be paid for the time off under this policy.

However, employees may request available paid leave time in accordance with applicable policies for time away from work.

Employees who are directed to report to work during the local designated emergency and fail to do so are subject to discipline up to and including dismissal.

Employees are required to stay in contact with the Village during Administrative Leave and notify immediate supervisor and/or identified member of Village staff if they are unable to report to work due to emergency circumstances.

The Village may use (if available) social media and/or electronic mail/internet-based tools to stay in contact with employees. The utilization of these tools requires professionalism and good judgment on the part of employees because all correspondence is public record. If found to be unprofessional or not in good taste, discipline may be issued.

Employees must understand that some employees could be assigned to other departments/tasks/responsibilities not normally associated with their permanent position. This is necessary for the general welfare and ensure the operation of the Village during a designated emergency.

#### *Emergencies Declared Resulting from Public Health Crisis*

During a declared local emergency resulting from a Public Health Crisis the Local Emergency Pay Conditions policy above does not apply. The Village Manager is authorized to temporarily modify, waive, or suspend applicable policies within, including those related to wages or paid/unpaid leave, in the interest of employee and public health, safety and welfare, in coordination with collective bargaining agreements and legal review.

## **Chapter 18: Workplace Violence**

### **18.1 Prohibited Conduct**

Threats, threatening language, or any other acts of aggression or violence made toward or by any Village employee or visitor **WILL NOT BE TOLERATED**. Examples of threatening language or behavior include any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, unlawful possession and display of weapons, stalking, or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of intimidation. To the fullest extent permitted by law, employees, with the exception of sworn law enforcement officers carrying Village-issued or approved equipment, and visitors are prohibited from possessing or carrying weapons on Village premises.

## **18.2 Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to the Human Resources Department and, if appropriate, to law enforcement. Reports of threats may be maintained confidentially to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Village determines, after an appropriate, good faith investigation, that someone has violated this policy, it will take prompt and appropriate corrective action, up to and including termination of the transgressor and notification of the appropriate authorities.

An employee who is the recipient of a threat made by an outside party, should follow the steps detailed in this policy. It is important for the Village to be aware of any potential danger in the work area. The Village is committed to taking effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Employees are expected and encouraged to exercise reasonable judgment in identifying potentially dangerous situations.

The Village also prohibits the possession of a weapon, as defined herein, on your person while engaged in Village business or activities or in a Village vehicle, or when wearing a Village uniform or other clothing with a Village logo. Law enforcement officers, however, are permitted to possess Village-issued or approved equipment. Weapons are prohibited in any Village facility; Village vehicle or Village equipment and employees are prohibited from displaying properly licensed firearms while on duty at any location except for lawful defensive purposes as provided by Florida law. In accordance with Florida law, employees may lawfully possess a weapon that is locked and secured inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such an area. This policy shall be construed in accordance with Florida law. Weapons are defined as follows: includes all firearms, ammunition, fixed blade knives, folding knives with a blade longer than three (3) inches, clubs, brass knuckles, explosives or destructive devices, chemical weapons and devices, stun guns, or other objects that may be considered weapons, as defined in section 790.001, Florida Statutes, as amended.

## **CHAPTER 19: Insurance, Litigation, and Other Claims**

Matters involving tort claims against the Village or its elected and appointed officials shall be considered "privileged", and employees shall not discuss or otherwise publish information regarding those matters without first obtaining the express written permission of the Village Attorney. Unauthorized communications may result in additional risk or liability for the Village. In the unlikely event information relating to a tort claim is used for the sole purpose of collective bargaining or other mutual aid or protection, this policy is not intended to interfere with such rights. Similarly, nothing in this policy shall be construed to limit an employee's ability to comment on matters of public concern while off duty and expressly stating the opinion is their own and not that of the Village.

All questions pertaining to claims shall be referred to the Village Attorney.

Claims for property damage shall be referred to the Village Clerk for filing with the Village's insurance carrier.

All Village employees must immediately notify their supervisor in the case of incidents involving potential claims. The supervisor must forthwith prepare and submit a report, in writing, to the Village Manager. Items reported should include any injury or property damage occurring during work for the Village, no matter how small. The Village Clerk is responsible for receiving all property damage claims against the Village and referring them to the Village Manager.

The Village Manager, in consultation with the Village Attorney, shall:

1. Ensure that any applicable provisions of State law are met and see that all claims for damages accurately locate and describe the defect or act that caused the injury or damage, reasonably describe the injury or damage and state the time when the injury or damage occurred, contain the amount of damages claimed as verified by the claimant or a relative of the claimant, attorney or agent of the claimant.
2. Refer the claim to the insurance carrier within five (5) working days and provide an informational report to the Village Council on the claim status.
3. Recommend action to Village Council within thirty (30) days of receipt regarding claims which fall below deductible limits of existing policies, or which are not covered under existing insurance policies.



## **Chapter 20: Outside Employment**

The Village of Palm Springs strongly discourages, but does not prohibit, outside employment with the following prohibitions:

### **20.1 General Prohibitions**

Outside employment is prohibited when the work of the outside employment:

1. Is conducted on Village time.
2. Is conducted while on paid or unpaid leave including Paid Leave Time, workers' compensation leave, or disability leave.
3. Interferes with working hours or overtime requirements of the employee's position.
4. Involves the use of Village uniforms, facilities, equipment or supplies of any kind.
5. May reasonably be construed by the public to be an official act of the Village, or that a conflict of interest exists.
6. Reflects adversely upon the employee or the Village.
7. Is in conflict with the employee's position with the Village. This shall include work which an employee would be expected to do as part of their normal duties; work requiring approval or review of the Village, or work which would tend to influence the exercise of improper judgment on any matter coming before the employee in the course of their Village employment.
8. Inhibits the employee's ability to perform their job with the Village.

### **20.2 Conflicts Prohibited by State or Local Law**

Employees may hold outside employment as long as they meet the performance standards of their position and they receive advance, written approval by the immediate supervisor, the Department Director, and HR Director and the Village Manager. Employees who have outside employment are required to complete an "Outside Employment Authorization" Form in addition to the "Commission on Ethics Employee Conflict of Interest Waiver." Certain restrictions apply including:

1. Neither the employee nor any relative may work in a Village department which enforces, oversees, or administers any contract or transaction with their outside employer.
2. The outside employment will not interfere or otherwise impair their independent judgment or the performance of public duties for the Village.
3. Neither the employee nor any relative is allowed to participate in determining the requirements or awarding of any contract to the employees outside employer.
4. The employee's job responsibilities and job description with the Village will not require him/her to be involved in any contract in any way including, but not limited to, its

enforcement, oversight, administration, amendment, extension, termination, or forbearance with the outside employer.

5. The employee has complied with all other Village policy requirements.

Outside employment that constitutes a conflict or could potentially be perceived to conflict with the Code of Ethics Policy, state or local ethics laws and ordinances, or that could impact or potentially impact negatively on the Village or its reputation, is prohibited.

Employees may hold outside jobs as long as no conflict exists, the outside employment has been approved in writing before beginning outside employment, the performance standards of their official duties with the Village are met, and outside employment is not conducted during paid or unpaid leave time provided by the Village.

### **20.3 Outside Employment Disclosure and Approval Process**

All employees must advise the Village in writing whether they are engaged in outside employment, or as requested by the Village from time to time.

Employees seeking to engage in outside employment must submit an Outside Employment Request and Disclosure Form along with the Palm Beach County Conflict of Interest Waiver Form *prior* to engaging in outside employment. A separate form must be submitted for each outside employment situation. Incomplete forms will be denied.

Changes in outside employment including, but not limited to, changes in work schedules at the outside employer, termination from the outside employer, or changes to the ownership interests in the outside employer must be disclosed to the Village on a new Outside Employment Request and Disclosure Form within thirty (30) calendar days of the change.

Failure to abide by the Village's Outside Employment policy, including the timely disclosure of Outside Employment, may result in disciplinary action up to, and including, termination.

### **20.4 Injuries and Outside Employment**

If an employee suffers an injury or illness during or resulting from an outside employment activity, the Village will not be responsible for any worker's compensation benefits.

If an employee holds outside employment and is injured on their job with the Village, the Village shall assume no responsibility for wages lost at the outside employment as a result of the injury.

## **Chapter 21: Conflicts of Interest and Code of Ethics Policy**

It is the policy of the Village to require employees to avoid prohibited conflicts of interest. When employees are in doubt as to whether any particular action or inaction presents a prohibited conflict of interest, employees must immediately seek guidance from their immediate supervisor or Department Director.

All employees must undertake ethics training as required by the Ethics Commission, or every two (2) years, whichever is more frequent. The Village Manager maintains the right and sole discretion to request any employee undertake ethics training at any time and for any reason.

### **21.1 Definitions for Conflict of Interest and Code of Ethics Policy**

A “conflict of interest” means a situation where regard for an employee’s private interest tends to lead to disregard of a public duty or interest. A “conflict of interest” occurs when employees solicit or accept gifts, do business with the Village and/or engage in prohibited employment or business relationships, accept unauthorized compensation, misuse their position, disclose or use certain information, solicit or accept honoraria, or engage in lobbying the Village within two (2) years of separation of employment, accept prohibited travel expenses, receive contingency fees, or submit false statements in connection with employment or services provided to the Village in violation of this policy, all of which are more fully described below.

A “covered person” for purposes of this Handbook is a Village employee. However, the statutes and local ordinances regulating ethics and conflicts of interests also govern Village Council members.

A “domestic partner” is an adult, unrelated by blood, with whom an unmarried official or employee has an exclusive committed relationship and maintains a mutual residence.

A “gift” is something which is paid or given by a person or entity to a Village employee, or to another for or on behalf of the employee, directly, indirectly, or in trust for the employee’s benefit or by any other means, where the employee does not, in exchange, give something of equal or greater value to that person or entity within ninety (90) days, including:

- Real property or the use of real property
- Tangible or intangible personal property or the use of tangible or intangible personal property
- A preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin.
- Forgiveness of an indebtedness
- Transportation, other than that provided to a public employee by an agency in relation to officially approved governmental business, lodging, or parking.

- Food or beverage
- Membership dues
- Entrance fees, admission fees, or tickets to events, performances, or facilities
- Plants, flowers, or floral arrangements
- Services provided by persons pursuant to a professional license or certificate
- Other personal services for which a fee is normally charged by the person providing the service
- Any other similar service or thing having an attributable value not already provided for above

A “gift” does not include the following items:

- Salary, benefits, services, fees, commissions, gifts, or expenses associated with the employee’s employment, business, or service as an officer or director of a corporation or organization.
- Campaign contributions or expenditures reported pursuant to statute, campaign-related personal services provided without compensation by individuals volunteering their time, or any other contribution or expenditure by a political party.
- An honorarium or an expense related to an honorarium event paid to a person or the person’s spouse.
- An award, plaque, certificate, or similar personalized item given in recognition of the employee’s public, civic, charitable, or professional service.
- An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization.
- The use of a public facility or public property made available by a governmental agency, for a public purpose.
- Transportation provided to an employee by an agency in relation to officially approved governmental business.
- Gifts provided directly or indirectly by a state, regional, or national organization which promotes the exchange of ideas between, or the professional development of, government officials or employees, and whose membership is primarily composed of elected or appointed public officials or staff, to members of that organization or officials or staff of a governmental agency that is a member of that organization.

A “household member” includes anyone whose primary residence is in the official’s or employee’s home, including nonrelatives who are not rent payers or employees of the head of household.

“Immediate family” means any parent, spouse, child, or sibling.

A “relative” means an individual who is related to a Covered Person as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the Covered Person or

who otherwise holds themselves out as or is generally known as the person whom the Covered Person intends to marry or with whom the Covered Person intends to form a household, or any other natural person having the same legal residence as the Covered Person.

## **21.2 Prohibited Conflicts of Interest**

All employees are prohibited from engaging in conduct that creates a conflict of interest. Additionally, employees should avoid engaging in conduct that merely has the appearance of a conflict of interest. No Village employee shall engage in any act which is in conflict or creates an appearance of interference or conflict with the performance of official duties. An employee shall be deemed to have a conflict of interest if the employee:

- a) Has any financial interest in any sale to the Village of any goods or services when such financial interest was received with prior knowledge that the Village intended to purchase the property, goods, or services.
- b) Solicits, accepts, or seeks a gift, gratuity, or favor from any person, firm, or corporation involved in a contract or transaction which is the subject of official action by the Village.
- c) Participates in their capacity as a Village employee in the issuing of a purchase order or contract in which they have a private pecuniary interest, direct or indirect, or performs in regard to such contract some function requiring the exercise of discretion on behalf of the Village.
- d) Engages in, accepts employment from, or renders services for private or public interests for any compensation or consideration having monetary value when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties, or give the appearance of the above.
- e) Except for courtesies allowed by law, no employee shall, directly or indirectly, give or receive, or agree to receive any compensation, gift, reward, commission, or gratuity from any source except the Village for any matter directly connected with or related to his official services as such employee with this Village.
- f) Discloses or uses without authorization confidential information concerning property or affairs of the Village to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the Village.
- g) Have a financial interest or personal interest in any legislation coming before the Village Council and participates in discussion with or gives an official opinion to the Village

Council unless the employee discloses on the record of the Village Council meeting the nature and extent of such interest.

h) Violates any provision of Section 112.311. *et seq.* Florida Statute

## **21.3 Solicitation or Acceptance of Gifts**

Village employees are prohibited from soliciting or accepting anything of value, including gifts, loans, rewards, promises of future employment, favors, or services that are based on any understanding that their vote, official action, or judgment would be influenced by such a gift.

Employees are prohibited from soliciting any gift from a political committee, a certified committee of continuous existence, or from a person who, for compensation, seeks or sought to influence the governmental decision making of the employee, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the employee or the Village Council, within the past twelve (12) months, where the gift is for the personal benefit of the employee, or any member of their immediate family or household.

Employees, or any person on their behalf, are prohibited from knowingly accepting, directly or indirectly, a gift from a political committee, certified committee of continuous existence, or from a person who, for compensation, seeks or sought to influence the governmental decision making of the employee, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the employee, or the Village Council, within the past twelve (12) months, if they know or reasonably believe that the gift has a value in excess of \$100.00. However, such a gift may be accepted by the employee on behalf of Village or a charitable organization so long as the employee does not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift. The value of the gift is generally determined using the actual cost to the donor, less taxes and gratuities, or the reasonable and customary charge for personal services provided by the donor directly. Compensation provided by the employee to the donor within ninety (90) days after receipt of the gift is deducted from the value.

No Covered Person shall accept or agree to accept a gift from a person or entity, because of:

- An official public action taken or to be taken, or which could be taken.
- A legal duty performed or to be performed or which could be performed; or
- A legal duty violated or to be violated, or which could be violated by any official or employee.

No Covered Person, or any other person or entity on their behalf, shall knowingly solicit a gift of any value from any person or business entity that the recipient knows is a vendor, lobbyist or any principal or employer of a lobbyist where the gift is for the personal benefit of the official or employee, another official or employee, or any relative or household member of the official or employee.

Even though the acceptance of gifts may be lawful under the Code of Ethics applicable to Village employees, acceptance of gifts may have the unintended consequence of creating the perception of impropriety or self-dealing. For that reason, employees are strongly urged to decline any and all gifts offered by vendors, lobbyists, members of the public, or the principal or employer of a lobbyist doing business with the Village. Employees who are unsure how to politely and professionally decline a well-intentioned gift should seek guidance from their supervisor.

## **21.4 Gift Reports**

Any employee who receives a gift in excess of one hundred dollars (\$100.00) shall report that gift in accordance with this section.

*Gift reports for employees identified by state law as reporting individuals.*

Those persons required to report gifts pursuant to state law shall report those gifts in the manner provided by Florida Statutes, §112.3148, as may be amended. A copy of each report shall be filed with the Palm Beach County Commission on Ethics.

*All other employees who are not reporting individuals under state law.*

*Personal gifts.* All employees who are not reporting individuals under state law are not required to report gifts in excess of one hundred dollars (\$100.00) so long as those gifts are given to the employee by a personal friend or co-worker and the circumstances demonstrate that the motivation for the gift was the personal or social relationship rather than an attempt to obtain the goodwill or otherwise influence the official or employee in the performance of their official duties. Factors to be considered in determining whether a gift was motivated by a personal or social relationship may include but shall not be limited to: whether the relationship began before or after the official or employee obtained their office or position; the prior history of gift giving between the individuals; whether the gift was given in connection with a holiday or other special occasion; whether the donor personally paid for the gift or sought a tax deduction or business reimbursement; and whether the donor gave similar gifts to other officials or employees at or near the same time. If the personal friend or co-worker is a vendor, lobbyist or principal or employer of a lobbyist that lobbies the Village, then the employee shall not accept a gift in excess of one hundred dollars (\$100.00) in accordance with this policy.

*All other gifts.* All employees who are not reporting individuals under state law and who receive any gift in excess of one hundred dollars (\$100.00), which is not otherwise excluded or prohibited pursuant to this subsection, shall complete, and submit an annual gift disclosure report with the Palm Beach County Commission on Ethics no later than November 1 of each year for the period ending September 30 of each year. All officials or employees who are not reporting individuals under state law and who do not receive a gift in excess of one hundred dollars (\$100.00) during a given reporting period shall not file an annual gift disclosure report. The annual gift disclosure report shall be created by the Palm Beach County Commission on Ethics and shall be in a form substantially similar in content as that required by state law.

## **21.5 Doing Business with the Village and Prohibited Employment and Business Relationships**

Covered Persons are prohibited from having an employment or contractual relationship with any business entity or agency which is subject to the regulation of the Village or that is doing business with the Village.

Covered Persons are prohibited from having an employment or contractual relationship that will create a continuing or frequently recurring conflict between their private interests and the performance of their public duties or that would impede the full and faithful discharge of their public duties.

Covered Persons acting in their official capacity as a purchasing agent, with authority to commit the expenditure of public funds through a contract for, or the purchase of, any goods, services, or interest in real property for the Village (as opposed to the authority to request or requisition a contract or purchase by another person) are prohibited from either directly or indirectly purchasing, renting, or leasing any realty, goods, or services for the Village from any business entity of which the employee, or the employee's spouse or child is an officer, partner, director, or proprietor or in which such employee or their spouse or child, or any combination of them, has a material interest. A material interest means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity; however, indirect ownership does not include ownership by a spouse or minor child.

Covered Persons are prohibited from acting in a private capacity to rent, lease, or sell any realty, goods, or services to the Village unless the contract for the transaction was entered into prior to the employee's first date of employment at the Village.

## **21.6 Unauthorized Compensation**

Employees, their spouses, and minor children are prohibited from accepting any compensation, payment, or item of value when the employee knows, or should know with the exercise of reasonable care, that is given to influence an action in which the employee was expected to participate in their official capacity.

## **21.7 Misuse of Position**

Covered Persons are prohibited from, whether corruptly or not, using or attempting to use their position or any property or resources which may be within their trust, or perform their official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. "Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of an official or employee which is inconsistent with the proper performance of their public duties.



Specifically, an employee shall not use their official position, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which they know or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities:

- The employee.
- Their spouse or domestic partner, household member or persons claimed as dependents on the official or employee's latest individual federal income tax return, or the employer or business of any of these people.
- A sibling or stepsibling, child or stepchild, parent or stepparent, niece or nephew, uncle or aunt, or grandparent or grandchild of either or of their spouse or domestic partner, or the employer or business of any of these people.
- An outside employer or business of theirs, or of their spouse or domestic partner, or someone who is known to such official or employee to work for such outside employer or business.
- A customer or client of the official or employees outside employer or business.
- A substantial debtor or creditor of theirs, or of their spouse or domestic partner—"substantial" for these purposes shall mean at least ten thousand dollars (\$10,000.00) and shall not include forms of indebtedness, such as a mortgage and note, or a loan between the employee and a financial institution.
- A civic group, union, social, charitable, or religious organization, or other not for profit organization of which they (or spouse or domestic partner) are an officer or director.

## **21.8 Use of Public Property**

No employee of the Village shall request, use, or permit the use of Village-owned vehicles, facilities, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Use of such Village property is to be restricted to such services as are available to the Village residents or employees generally, pursuant to a recognized program, or for the conduct of official Village business, or at the sole discretion of the Department Director for purposes of education or training.

Authorized personal uses include taking an assigned Village vehicle to lunch on workdays as needed, use of a Village copy machine at cost, stopping to run personal errands when the destination point is in conjunction with official or authorized business, and other nominal personal uses as permitted by law.

## **21.9 Non-Solicitation**

No Village employee may use or cause the use of Village time or property in any manner to promote any personal issue, political issue, candidate, or labor union activity or to solicit funds for any political or labor union purpose or to influence the outcome of any election. With the exception of Village-approved activities, peddling or soliciting for sale or donation of any kind on Village premises during normal working hours is not allowed. Exceptions may be granted by the Village Manager. Notwithstanding this provision, the Village Manager may authorize an employee

bulletin board for informal communications between employees or other notices and communications.

Working hours and Village time include the working time of both the employee doing the soliciting or distributing, and the employee to whom such activity is directed. Employees are free to discuss these matters before or after normal working hours, and during lunch or rest periods in non-work areas.

### **21.10 Political Activities**

No Village employee shall seek or accept appointment or election to any public office when the holding of such office would be deemed to be dual office holding, as prohibited by law.

No officer or employee of the Village shall engage in any political activity which is prohibited under state or federal law. Any person engaged in such an activity shall be subject to disciplinary action, including immediate dismissal.

Nothing herein shall prohibit employees from expressing their opinion on any candidate or issue, or from participating in any political campaign, during the employee's off-duty hours, so long as the employee makes clear that their opinions are of a personal nature and not those of the Village.

### **21.11 Disclosure of Certain Information**

Current and former employees of the Village are prohibited from disclosing or using information not available to members of the general public and gained by reason of their position, except for information relating exclusively to governmental practices, for their personal gain or benefit or for the personal gain or benefit of any other person or business entity.

### **21.12 Solicitation or Acceptance of Honoraria**

The Village Manager, Village Clerk, Village Building Code Inspector, employees with the power to grant or deny a land development permit, and any purchasing agent with authority to make any single purchase in excess of \$20,000 on behalf of the Village are prohibited from soliciting an honorarium which is related to their public office or duties. An honorarium means any payment of money or anything of value, directly or indirectly, to the employee, or to any other person on their behalf, as payment for a speech, address, oration or other oral presentation by the employee, regardless of whether presented in person, recorded or broadcast over the media, or for a writing by the employee that is intended to be published (other than a book). Because an honorarium does not include the payment or provision of actual and reasonable transportation, lodging, and food and beverage expenses related to the honorarium event, including any event or meeting registration fee for the employee and spouse, the employee may accept payment of such expenses related to an honorarium event, provided the employee receives a statement listing the name and address of the person providing the expenses, a description of the expenses provided each day, and the total value of the expenses provided for the event within sixty (60) days of the event and receives a waiver from the Village Council authorizing acceptance of such expenses, as more specifically outlined under the Travel Expenses section of this policy. If the Village Council authorizes

acceptance of the expenses, the employee must disclose such expenses and approval annually in the financial disclosure when such expenses are paid by a political committee or committee of continuous existence or from a person who, for compensation, seeks or sought to influence the governmental decision making of the Village Manager or purchasing agent, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the Village Manager, purchasing agent, or the Village Council, within the past twelve (12) months.

Moreover, speeches and presentations which are related to Village services delivered by Village employees to community and professional organizations shall generally be made without charge. If an organization wishes to give an honorarium or contribution for such a presentation, the remuneration must be made to the Village, not to the individual employee.

An honorarium or contribution for a speech or other presentation made by a Village employee to a group outside the Village either during working time or for which the Village provided travel expenses, will also be made to the Village.

Such contributions and honorariums shall be turned over to the Village for disposition.

### **21.13 Travel Expenses**

No employee shall accept, directly or indirectly, any travel expenses including, but not limited to, transportation, lodging, meals, registration fees and incidentals from any municipal contractor, vendor, service provider, bidder, or proposer as applicable. The Village Council may waive the requirements of this subsection by a majority vote of the Village Council. The provisions of this subsection shall not apply to travel expenses paid by other governmental entities or by organizations of which the municipality is a member if the travel is related to that membership.

### **21.14 Contingency Fees**

No person shall, in whole or in part, pay, give, or agree to pay or give a contingency fee to another person. No person shall, in whole or in part, receive or agree to receive a contingency fee. “Contingency fee” means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: an ordinance, resolution, action or decision of the Village Council, any employee authorized to act on behalf of the Village Council, the Village Manager, or any action or decision of an advisory board or committee. This prohibition does not apply to real estate brokers when acting in the course of their profession as regulated by Florida Statutes, §§ 475.001—475.5018, as may be amended. Nothing in this section may be construed to prohibit any salesperson from engaging in legitimate government business on behalf of a company from receiving compensation or commission as part of a bona fide contractual arrangement with that company provided such compensation or commission is ordinary and customary in the industry. Nothing in this section may be construed to prohibit an attorney from representing a client in a judicial proceeding or formal administrative hearing pursuant to a contingent fee arrangement.

### **21.15 Honesty in Applications for Positions**

No person seeking to become an officer or employee or seeking to enter into a contract to provide goods or services to the Village, may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or services to the Village.

### **21.16 Federally Funded Programs**

In addition to this policy, an officer or employee whose position is funded totally or primarily with federal funds shall be governed by the applicable rules established by the United States Civil Service Commission and its Office of Personnel Management. Any person who administers federal funds under a contract which limits the political activities of the administrator, or which incorporates U.S. Civil Service Commission rules shall comply with those provisions. Failure of any officer or employee to comply with applicable restrictions imposed by such a grant or contract shall be subject to disciplinary action, including immediate dismissal.

### **21.17 Ethics Training**

At the beginning of employment and throughout the course of employment, employees are advised of their obligations to comply with the Palm Beach County and State of Florida Code of Ethics. Training provided by the Village is mandatory for all Covered Persons, whether initial training or follow-up training. The Village provides initial training within sixty (60) days of employment and follow-up training on the ethics obligations of Covered Persons approximately every twenty-four (24) months. The Human Resources Department shall act as liaison between Village and the Commission on Ethics with respect to ethics training. Employees must complete the acknowledgement form upon completion of training to be placed in their personnel file.

### **21.18 Consequences for Violations**

Any employee who engages in a prohibited conflict of interest, as specified above, shall be subject to discipline, up to and including immediate termination of employment.

Additionally, any employee may be subject to investigation by the Florida Commission on Ethics, the Palm Beach County State Attorney's Office, Palm Beach County Commission on Ethics, or other enforcement agencies, which may result in civil and/or criminal penalties, if the violation of this policy also constitutes a violation of Florida or applicable local law.

### **21.19 Reporting Violations**

Employees must contact their immediate supervisor or Department Director if they have any questions concerning the Conflict of Interest and Code of Ethics Policy. Suspected violations of the Conflict of Interest and Code of Ethics Policy must be reported immediately to their Department Director or the Village Manager. Employees may report their concerns verbally or in writing. Department Directors receiving reports of alleged violations must immediately forward the report to the Village Manager for action.

Employees may also report suspected violations of this policy to the Palm Beach County Inspector General or the Palm Beach County Commission on Ethics.

The Village will not retaliate against any employee who reports suspected violations of this Conflict of Interest and Code of Ethics Policy unless it is determined the report was made in bad faith or maliciously.

In the event state or local law governing conflicts of interest and ethics is amended, any such applicable amendments will control.

## **Chapter 22: Discipline Guidelines**

### **22.1 Purpose**

It shall be the duty of all Village employees to maintain high standards of competence, conduct, cooperation, efficiency, and economy in their work. Department Directors and supervisors shall organize and direct the work under their direction in a manner calculated to achieve these objectives.

When employee performance, conduct, or behavior issues occur, it is the responsibility of all supervisors, managers, and Department Directors to administer disciplinary action in a fair and consistent manner. Disciplinary actions involving suspension, demotion, or termination require the approval of the Village Manager, in consultation with the Human Resources Department.

### **22.2 Standards of Conduct**

Making the Village of Palm Springs a great place to live and work requires that employees maintain proper standards of conduct at all times. As an employee of the Village, your performance and conduct are in the public eye of Village of Palm Springs residents. Employee actions and behavior directly affect the Village's reputation, and you must be constantly aware of the image you project to the public.

The Village of Palm Springs has established policies and procedures to guide employee performance. These do not cover all the work an employee is required to do, and do not replace the need to use sound judgment and common sense. Employees who fail to maintain proper standards of conduct or exhibit sub standard performance may be subject to appropriate corrective action, up to and including termination.

A partial list of unacceptable behavior has been developed as a guideline of employee standards of conduct while employed by the Village. Any and all violations may be subject to disciplinary action, up to and including termination. The Village recognizes that each instance differs in many

respects from seemingly similar situations. The Village retains the right to treat each occurrence on an individual basis and without creating a precedent for other cases which may arise in the future. The types of offenses are not to be construed as a limitation upon the retained rights of the Village. These guidelines provide recommended standard penalties to apply for specific offenses. This means that a more severe penalty may be issued than that which appears as the recommended level of discipline. In addition to the types of offenses listed below, infractions of written departmental rules and regulations will subject the employee to disciplinary action.

Non-bargaining, probationary, seasonal, part-time, and temporary employees' employment with the Village of Palm Springs is at will. The Village reserves the right to terminate employment of such employees at any time, for any reason, with or without cause, with or without prior notice or with or without prior disciplinary action.

## **22.3 Progressive Discipline**

Although the Village Manager reserves the right to terminate employees at any time for any lawful reason, generally discipline shall be progressive and shall be designed to correct the infraction, performance, or negligent act or omission.

Progressive discipline is the process of using increasingly severe steps or measures when a member fails to correct behavior(s). For progressive discipline to occur, the time between incidents should normally be no more than two years. The degree of discipline administered will take into account the severity of the infraction and shall be in accordance with Village regulations as well as local, state, or federal laws and regulations. Although the Village Manager reserves the right to terminate employees at any time for any lawful reason, generally discipline shall be progressive and shall be designed to correct the infraction, performance, or negligent act or omission. Discipline may also start at a higher level depending on the seriousness of the offense."

## **22.4 Types of Offenses/Bad Conduct**

The group listings below are not all-inclusive. It is impossible to list all actions and behaviors that would be considered unacceptable and subject an employee to disciplinary action. All employees are required to follow Village policies, practices, and procedures, use sound judgment and common sense, and to ask their supervisor if they need assistance to guide their actions. Some types of conduct for which an employee may be disciplined include, but are not limited to:

1. Reporting to work under the influence of intoxicants or nonprescription/illegal drugs or using such substances while on Village property.
2. Failure to follow lawful orders or being insubordinate toward a supervisor or someone in authority.
3. Being absent from work without permission or failure to report to the supervisor or Department Director when one is absent for three (3) consecutive workdays will be considered job abandoned. The employee is deemed to have quit and will be terminated immediately.

4. Being habitually absent or tardy for any reason.
5. Failure to perform assigned work in an efficient or effective manner.
6. Being wasteful of material, property or working time.
7. Inability to get along with fellow employees, so that the work being done is hindered and not up to required levels or standards.
8. Failure to observe property security procedures.
9. Conduct on the job which violates the common decency or morality of the community.
10. Commission of any felony, or a misdemeanor involving violence, dishonesty, or moral turpitude related to employment.
11. Violating safety rules and regulations.
12. Speaking critically or making derogatory or false accusations so as to discredit other employees, supervisors or elected or appointed officials.
13. Removal, theft or conversion of any Village money, equipment, merchandise, or property, including property normally under the employee's care, custody and control.
14. Lying to supervisors in connection with your job.
15. Dishonesty, including intentionally giving false information, intentionally falsifying records or making false statements regarding employment.
16. Being on Village premises during nonworking hours without permission, and against a supervisor's direct order.
17. Divulging or misusing confidential information, including removal from Village premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind, or any information which is exempt from inspection or copying pursuant to Section 119.07, Florida Statutes.
18. Accepting fees, gifts, or other valuable items in performance of the employee's official duties for the Village, in violation of these regulations or Chapter 112, Florida Statutes.
19. Inability or unwillingness to perform the assigned job.
20. Falsification of time records for payroll.
21. Abuse of personal leave time privileges by obtaining personal leave time pay falsely or under false pretenses.
22. The use of profanity or abusive language towards a fellow employee, supervisor, an elected or appointed official or member of the general public while performing official duties as a Village employee.
23. Violation of the drug free workplace policies.
24. Violation of the policy preventing harassment and discrimination in the workplace.
25. Violation of any of the employment regulations.

## **22.5 Discussion Form**

The employee discussion form is used as a coaching method in the event an employee's performance, attitude, work habits or personal conduct at any time fall below a desirable level. Discussion forms are **not** a part of the disciplinary folder within an employee's personnel file.

## **22.6 Types of Discipline and Disciplinary Process**

The following sets forth major categories of discipline that may be used by the Village in personnel issues. Supervisors and Department Directors are required to consult with the Human Resources Department at each step in the disciplinary process. While supervisors may issue Verbal Warnings with the Department Director's approval, only Department Directors may issue Written Reprimands. Please note that Suspensions, Demotions, and Terminations must be reviewed by the Human Resources Department and approved in writing by the Village Manager prior to any action being taken.

All disciplinary actions should be discussed with the Human Resources Department prior to issuance.

### ***Verbal Warning***

Whenever employee performance, attitude, work habits or personal conduct at any time fall below a desirable level, supervisors and/or the Department Directors shall inform employees promptly and specifically by documented Verbal Warning. A Department Director or supervisor may determine that the first course of disciplinary action is a Verbal Warning. A Verbal Warning shall reference the actions for which the warning is issued. A record of such shall be documented by the individual who issued it, provided to the employee, and a copy shall be provided to Human Resources for the personnel file.

### ***Written Warning***

In situations where a documented Verbal Warning has not resulted in the expected improvement or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee, a Written Warning may be issued defining the nature of the infraction. The Written Warning shall be provided to the employee and a copy shall be provided to the Human Resources Department to be placed in the employee's personnel file. The employee's Department Director initiates and approves a Written Warning.

### ***Suspension Without Pay***

Suspension is the temporary separation of a Village employee from assigned duty for a definite period of time without pay. A Village employee may be suspended for disciplinary purposes when, in the judgment of the Department Director after consultation with the Human Resources Department and approval by the Village Manager, lower level of discipline has not had the desired corrective effect or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee. The reason(s) for any suspension and the time period of any such suspension shall be given to the Human Resources Department in writing on the form provided, one copy of the form to be given, e-mailed, or mailed, to the employee before the suspension shall become effective; one copy to be retained by the Department Director. Suspensions are generally issued for one (1) day on the first suspension, for three (3) days on the second suspension, and five (5) days on the third suspension.

### ***Demotion***



An employee may be demoted or assigned to less responsible work for any reason, which may include a corresponding reduction in pay. A demotion occurs where the employee is moved to another position for which a lower maximum rate of pay is established. The Village Manager must approve all demotions may consult with the Human Resources Department prior to a determination being made. Documentation of the demotion shall be placed in the employee's personnel file. Demotion shall not be used as a substitute for discharge when discharge is warranted.

## **22.7 Involuntary Discharge/Termination**

Discharge/termination is permanent separation of employment. Non-bargaining, probationary, seasonal, part-time, and temporary employees may be discharged/terminated at any time without cause or prior notice. A Village employee subject to a collective bargaining agreement may be discharged/terminated for disciplinary purposes or for good and sufficient cause when, in the judgment of the Village Manager or designee, prior written warning and/or suspension has not had the desired corrective effect or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee. The reason(s) for any proposed discharge/termination shall be given to the Human Resources Department in writing on the form provided and shall require the prior approval of the Village Manager or designee; one copy of the form to be given, e-mailed, or mailed, to the employee before the discharge shall become effective; one copy to be retained by Human Resources in the personnel file. Non-bargaining, probationary, seasonal, part-time, and temporary employees, and those whose appointment is on other than a permanent basis, may be discharged/terminated at any time without cause or prior notice by the Village Manager or designee without the right of appeal or hearing in any manner.

## **22.8 Pre-Determination Meeting**

Members of collective bargaining units shall be governed by their collective bargaining agreements for specific procedures concerning the disciplinary process where the process conflicts with this policy. Similarly, procedures relating to discipline of certain law enforcement officers shall comply with applicable state law.

## **22.9 Pre-Termination Meeting**

Regular, full-time employees covered by collective bargaining agreements will be given an opportunity to attend a pre-termination meeting. The meeting must be held prior to the effective termination date to provide the employee with an opportunity to discuss the specific allegations promoting the proposed termination with the Department Director involved. The Village Manager or designee shall preside at such meeting. Upon full and fair consideration of all facts and information presented at the meeting, the Village Manager or designee shall notify the employee in writing with respect to the decision regarding the proposed termination.

## **22.10 Post-Termination Name-Clearing Process**

In the event of an involuntary termination, a non-probationary bargaining unit employee will be provided reasons for termination and, in many cases non-probationary non-bargaining unit

employees may also be provided with such reasons. When the document providing reasons for the termination has the effect of stigmatizing the employee's reputation, and where the employee claims that such reasons are untrue, the employee shall be provided notice of the opportunity to request a "Name Clearing Process."

The purpose of a "Name Clearing Process" is to allow the employee an opportunity to tell their side of the story and respond to the charges. *The "Name Clearing Process" is not an appeal of the termination or an opportunity to gain reinstatement.* At or prior to the meeting, the employee has an opportunity to provide their position in writing so that it may be included in the personnel file and made part of the record open to the public under Florida's public records laws.

To request a "Name Clearing Process," employees must deliver the request to the Village Manager in writing within ten (10) calendar days of the date of the termination. A meeting will generally be provided by the Village within ten (10) calendar days of receipt of the employee's request for such a meeting. No such meeting will be held if a written request is not timely delivered by the employee. The employee may provide witness statements at or prior to the meeting. The meeting will be held before the Village Manager or designee, including but not limited to, the Human Resources Director.

Employees covered by Collective Bargaining Agreements may use this process or any grievance process provided for in the CBA, but not both.

## **22.11 Performance Improvement Plans**

An employee who fails or refuses to satisfactorily perform any of the duties of the position may be placed on a Performance Improvement Plan in addition to any disciplinary action. However, the Village reserves the right to terminate employees for performance issues without having previously issued a Performance Improvement Plan. Please see **Chapter 3: Employment and Performance Reviews** for additional information regarding Performance Improvement Plans.