



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
OCTOBER 12, 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

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.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. **September 14, 2023 Village Council Meeting Minutes (First Budget Hearing):**
Motion to approve the September 14, 2023, Village Council Regular Meeting Minutes (First Budget Hearing).

Staff: Kimberly Wynn, Village Clerk

2. **Approve 2024 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs:** Motion for the approval of the proposed 2024 Legislative Appropriations, Grants, Priorities & Issues Statement.

Staff: Kimberly Glas-Castro, Assistant Village Manager

3. **Resolution No. 2023-50 - Support for the Extension and Continuation of the Palm Beach County One-Cent Sales Surtax to Fund Local Infrastructure Projects:** Motion to approve Resolution No. 2023-50 to support extending the continuation of the Palm Beach County One-Cent Sales Surtax to Fund Local Infrastructure Projects. The Village anticipates receipt of \$14.79 million through the current infrastructure surtax distribution by December 2026.

Staff: Michael Bornstein, Village Manager

4. **Amendment No. 2 - Approve Professional Services Agreement - Kimley-Horn and Associates, Inc.:** Motion for approval of Amendment No. 2 to the Professional Services Agreement with Kimley-Horn and Associates, to renew the terms of the contract and add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds. The initial five-year term expired in September 2023, and the agreement is eligible for three (3) one-year renewals. If approved, the Professional Services Agreement will be extended until September 12, 2024.

Staff: Paul Ward, Assistant Director of Utilities

5. **Amendment No. 4 - Approve Professional Services Agreement – CHA Consulting, Inc.:** Motion for approval of Amendment No. 4 to the Professional Services Agreement with CHA Consulting, Inc. (previously known as Eckler Engineering), to renew the terms of the contract and add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds. The initial five-year term expired in September 2023, and the agreement is eligible for three (3) one-year renewals. If approved, the Professional Services Agreement will be extended until September 12, 2024.

Staff: Paul Ward, Assistant Director of Utilities

6. **Amendment No. 3 - Approve Professional Services Agreement – Holtz Consulting Engineers, Inc.** Motion for approval of Amendment No. 3 to the Professional Services Agreement with Holtz Consulting Engineers, to renew the terms of the contract to the Professional Services Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds. The initial five-year period expired in September 2023, and the agreement is eligible for three (3) one-year renewals. If approved, the Professional Services Agreement will be extended

until September 12, 2024.

Staff: Paul Ward, Assistant Director of Utilities

7. **Approve Change Order No. 2 - Park Connector Pathway Phase 2A & 3A (Task Order No. 255) - Parks & Recreation Department (FY 2024 Budget Funded - General Fund, CDBG and Sales Tax) - Hurr Homes, LLC.:** Motion to approve Task Order No. 255 (Change Order No. 2) with Hurr Homes, LLC to extend the contract time an additional 25 days. A notice to proceed was issued on May 8, 2023, with a contract time of 120 days to substantial completion and 150 days to final completion.
Staff: Juan Ruiz, Director of Parks and Recreation
8. **Approve Change Order No. 3 - Florida Mango Utility Relocation (Edgewater Drive to Barbados Road) (Task Order No. 294) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - TCLM Enterprise, Inc.:** Motion for the approval of Change Order No. 3 (Task Order No. 294) - Florida Mango Utility Relocation to extend the project completion date an additional 45 calendar days (total current contract time from 180 days to 608 days). If approved, the contract end date will be extended.
Staff: Paul Ward, Assistant Director of Utilities
9. **Work Authorization CM-S03 Professional Engineering Services - Greenbrier Drive Gateway Improvements (Task Order No. 315) - Public Works Department (FY 23/24 Budget Funded) - Chen Moore and Associates.:** Motion for approval of (Task Order No. 315) Work Authorization CM-S03 with Chen Moore & Associates in an amount not to exceed \$62,129 for Phase 2 design services at Greenbrier Drive Gateway Entrance Project. Funding to support the Work Authorization is available within the FY 2024 - General Fund.
Staff: Timothy Crespo, Assistant Public Works Director
10. **Reappointment to Palm Springs Community Redevelopment Agency (CRA) Board - Fabiana DesRosiers:** Motion for the reappointment of Fabiana DesRosiers to the Community Redevelopment Agency (CRA) Board to serve a four (4) year term that expires November 21, 2027.
Staff: Kimberly Wynn, Village Clerk
11. **Greenbrier Drive and Davis Road Improvements (Task Order No. 314) - Work Authorization CM-S03 Professional Engineering Services- Public Works Department (FY 24 Budget Funded) - Chen Moore & Associates, Inc.:** Motion for approval of Work Authorization CM S03 (Task Order No. 314) with Chen Moore & Associates, for \$59,839 for Phase 2 design Greenbrier Drive and Davis Road Intersection Improvements. Funding to support the Work Authorization for the Greenbrier Drive and Davis Road Improvements project is available within the FY24 - General Fund Budget.
Staff: Timothy Crespo, Assistant Public Works Director

12. **Pump Purchase - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.:** Motion to approve a purchase agreement for four (4) Wilo pumps from PSI Technologies, Inc. The contract term is three (3) years, expiring June 9, 2025, with an option to renew for two additional one (1) year terms. Funding is available for the proposed purchase from the Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
13. **Sodium Hypochlorite Contract - Piggyback - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Allied Universal Corporation:** Approve a piggyback agreement with Allied Universal Corporation for a Sodium Hypochlorite Contract - Piggyback - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Allied Universal Corporation.
Staff: Paul Ward, Assistant Director of Utilities
14. **Authorize Emergency Repair - Springdale Lift Station - Utilities Department (FY 2024 Budget - Water & Sewer Enterprise Fund):** Motion to authorize payment to Hinterland Group in the amount of \$36,182.66 for the emergency repair of Springdale Lift Station.
Staff: Paul Ward, Assistant Director of Utilities

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

15. **Palm Beach Transportation Planning Agency (TPA) - Vision 2050 Long Range Transportation Plan:** Presentation by Mr. Brian Ruscher, Deputy Director of Multimodalal for Palm Beach TPA - 2050 Long Range Transportation Plan.
Staff: Kimberly Glas-Castro, Assistant Village Manager
16. **Proclamation Recognizing Florida City Government Week - October 16 - 22, 2023**
Staff: Kimberly Wynn, Village Clerk

PUBLIC COMMENT (Three-minute limit)

REGULAR AGENDA

17. **Appointment of Council Member to District #1:** Motion to consider the appointment of Mrs. Kimberly Schmitz as Council Member for District #1 to serve an unexpired term ending March 2025. Mrs. Schmitz will be sworn in following the Village Council Regular Meeting if approved.
Staff: Michael Bornstein, Village Manager

Motion	Second	Vote
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18. **Swearing In Ceremony for Mrs. Kimberly Schmitz:** If approved by the Village Council, Mrs. Kimberly Schmitz will be sworn-in to serve as Council Member for District #1 until March 2025.
Staff: Kimberly Wynn, Village Clerk

PUBLIC HEARINGS

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, NOVEMBER 9, 2023 AT 6:30 P.M.**

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
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
Phone: (561) 584-8200 Ext. 8422



**VILLAGE COUNCIL REGULAR MEETING MINUTES
COUNCIL CHAMBERS 226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
SEPTEMBER 14, 2023 AT 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Regular Village Council Meeting to order at 6:52 PM (following the CRA Budget meeting).

ROLL CALL:

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Captain Jacob Ruiz as Sergeant-in-Arms, Assistant Village Manager Kim Glas-Castro, Planning, Building and Zoning Director Iramis Cabrera, Acting Director of Public Works Timothy Crespo, Public Works Supervisor Michael Wood, Assistant Public Utilities Director Paul Ward, Library Services Director, Jossie Maliska, (Utilities) Administrative Assistant Eliza Hansen, (Library Services) Administrative Assistant Claudia Ruiz, Chief Finance Director Rebecca Morse, Assistant Finance Director Mariana Ortega-Sanchez, and IT Security Specialist Travis Williams

INVOCATION

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

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no Additions, Deletions, or Modifications to the agenda. Council Member Ready made a motion to approve the agenda as presented. Vice-Mayor Brinkman seconded the motion. The said motion carried 4-0.

CONSENT AGENDA

Vice-Mayor Brinkman made a motion to approve the Consent agenda as presented, and Mayor Pro Tem Waller seconded the motion. The said motion carried 4-0.

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

SUMMARY: As required by the Village Charter and Code of Ordinances, the Village Council must meet at least once monthly. 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.

2. **Insurance Renewal (FY 2024) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT):** Motion to approve a 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

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.

The 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:

<u>COVERAGE TYPE</u>	<u>Current Rates FY 2023</u>	<u>Renewal Rates FY 2024</u>
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
Total Annual Premium	\$788,492	\$1,240,466

*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.

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

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.

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

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 does not have a direct fiscal impact to the Village.

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: Kimberly Wynn, Village Clerk

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.

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: Kimberly Wynn, Village Clerk

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:

Account Number	Account Name	Proposed Change
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.

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: Jimmie Johnson, Utilities Director

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.

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

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:

Item	Contract Amount
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>
Revised Contract Amount (WA KH-U20.1)	\$43,700.00

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.

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- 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: Jimmie Johnson, Utilities Director

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 the 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.

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, Parks & Recreation Director

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.

End of Consent Agenda....

Mr. Randy Wertpny, Village Engineer of Keshvarz & Associates, discussed the 2nd Avenue project. He talked about his PowerPoint (which was entered into the record), and gave the status of the project along with conceptual plans. He asked to move forward with approval from the Council of the reviewed plans.

Mayor Smith asked the Council and public if there were any comments or further discussion.

Council Member Ready wanted to know when the existing drainage was located. Mr. Wertpny advised the Board that the piping on Lake Worth Road had been installed around 1960. Vice-Mayor Brinkman had questions about the positive outfall. Mr. Wertpny explained the process needed. Hearing no further discussion, the Council thanked Mr. Wertepny for his thorough presentation.

Fiscal Impact: The proposed project does not have a direct fiscal impact to the CRA, but will facilitate redevelopment in the area.

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: Kimberly Wynn, Village Clerk

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. The Village Manager, Mr. Bornstein introduced this item. He explained the many obstacles involved with getting and keeping the Council on board. New legislation discouraged more people from getting involved. Additional benefits were necessary to attract more people to become elected officials.

Mayor Smith offered the Council an opportunity to discuss this matter further.

Vice-Mayor Brinkman voiced her initial non-support of providing the Council with insurance. She said that many elected officials were discouraged by the new Form 6 legislation.

Mr. Bornstein advised the Council that healthcare coverage would be effective as of October 1, 2023.

Council Member Ready made a motion to approve Healthcare Coverage for elected officials, and Mayor Pro Tem Waller seconded the motion.

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: Kimberly Glas-Castro, Assistant Village Manager

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 there is little chance that the Village's interest 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.

Mr. Bornstein presented this item. He discussed the difficulties faced when the Village tried to get appropriations. Having a lobbyist as an advocate is an investment that would benefit the Village with policy and grant issues. He warned that an addendum may be presented in the future because of current discussions. The effective date of the agreement is October 1, 2023.

Vice-Mayor Brinkman talked about how lobbying services can help Form 6 - the Village Attorney agreed.

Vice-Mayor Brinkman made a motion to approve the Professional Services Agreement with Ronald Books. Council Member Ready seconded the motion. The sad motion carried 4-0.

Fiscal Impact:

The proposed Fiscal Year 2024 Village Council budget includes \$50,000 for a lobbyist.

PUBLIC COMMENT

Mayor Smith opened the meeting with public comment. There were none.

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 Finance Director

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 2023.
- The roll-back rate is calculated at 3.3328 per 1,000 taxable values.
- 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.

Ms. Rebecca Morse, Finance Director, presented this item. She explained the millage rate is levied at 3.5000 mills. This represented a 5.02% increase over the rolled back rate, over the rolled back rate of \$3.3328. Further, the nonexempt valuation was \$1,808,641,226 and tangible 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.

Mayor Smith offered the public an opportunity to speak on Ordinance No. 2023-09. There were no comments from the public. The Council did not engage in further discussion.

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

Mayor Pro Tem Waller made a motion to approve Ordinance No. 2023-09 on the first reading. Vice-Mayor Brinkman seconded the motion. The said motion carried 4-0.

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.

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 Finance Director

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
Total	\$ 89,685,228

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 – 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.

Ms. Morse presented this item. She provided an update on the FY 23-24 budget. Mayor Smith offered the public an opportunity to speak. There were no comments. Village Attorney Torcivia read the title of the caption into the record.

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.

Council Member Ready made a motion to approve Ordinance No. 2023-10. Mayor Pro Tem Waller seconded the motion. The said motion carried 4-0.

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

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.

The Village Clerk, Ms. Wynn, read the statement of advertisement on the record. Mrs. Ashley Saingilus, Human Resources Director, presented this item. She mentioned that staff presented this item on First Reading (August 17, 2023). She made the changes as requested by the Village Council and entered them into the record.

Mayor Smith opened the meeting for public comment. There were none.

Mayor Pro Tem Waller made a motion to approve Ordinance No. 2023-08. It was seconded by Council Member Ready. There was a roll call vote as follows: Vice-Mayor Brinkman – Yes, Mayor Pro Tem Waller – Yes, Council Member Ready – Yes and Mayor Bev Smtih – Yes. Said motion carried 4-0.

Fiscal Impact: There is no fiscal impact

ACTIONS AND REPORTS

There were No Actions and Reports from staff.

VILLAGE MANAGER COMMENTS

Village Manager Bornstein complimented the leadership team for producing a good budget. He stated that the Employee Regulations Handbook was a show of good team effort.

VILLAGE COUNCIL COMMENTS

Council Member Ready announced that he resigned on August 8, 2023 as the Village's representative to the Salvation Army because of his conflict in schedule. He also mentioned the recent bankruptcy of Off Lease Cars and its impact (i.e., local residents' loss of job).

The Council continued to talk about Off Lease bankruptcy, their satisfaction with the budget and the upcoming Hispanic Heritage Festival.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:24 pm.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **September 14, 2023**. Which minutes were formally approved and adopted by the Village Council on **October 12, 2023**.

Submitted by:

Kimberly M. Wynn,
Village Clerk

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



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Administration

ITEM #2: Approve 2024 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs

SUMMARY: The Village Council is requested to consider the 2024 Legislative Appropriations, Grants, Priorities & Issues statement. If approved, the proposed legislative information will be presented to the Village's State Senate, Bobby Powell, and our Representative, David Silvers, and the Palm Beach County Legislative Delegation for consideration.

This is the first year the Village retains a professional lobbyist, Ronald L. Book, to facilitate appropriation and grant requests and represent Village interests in Tallahassee.

If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support (i.e., appropriations and grants) from the State of Florida to address various infrastructure and recreational needs and improvements. Additionally, the proposed legislative recommendations would protect the Village's home-rule authority and enable the Village to operate more effectively and efficiently. It is retaining a professional lobbyist, Ronald L. Book, to facilitate appropriation and grant requests and represent Village interests in Tallahassee.

FISCAL IMPACT:

If approved, the Village would present the proposed 2024 Legislative Appropriations, Grants, Priorities and Issues to the Village's State Senate and House of Representatives as well as the Palm Beach County Legislative Delegation. If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support from the state of Florida for various needs and improvements and to promote the protection of our Home Rule Authority.

ATTACHMENTS:

1. Proposed 2024 Legislative Appropriations, Grants, Policies, Priorities & Issues - Village of Palm Springs



2024 Legislative Appropriations, Grants, Priorities & Issues

2024 Appropriation Request:

1. Septic-to-Sewer – Partner Project with Palm Beach County – Congress Avenue - \$6 million (50% / \$3million match: Village = \$1.5m; County = \$1.5m)
2. Main Water Treatment Plant (critical facility) Generator - \$500,000 (50% / \$250,000 Village Match)
3. Raw Water Wells 6 & 7 (source for Pratt Water Treatment Plant) Emergency Power - \$530,000 (50% / \$265,000 Village Match)
4. Raw Water Wells 12, 13 & 14 (source for Main Water Treatment Plant) Generators - \$450,000 (50% / \$225,000 Village Match)
5. Kudza Lift Station (critical facility) Emergency Power - \$200,000 (50% / \$100,000 Village Match)
6. Lorene Drive Flood Protection - \$1,004,841 (50% / \$502,421 Village Match)
7. Vacuum Station #2 Upgrades (critical facility/public health issue) - \$TBD (*unsure on direction and cost at this time*)

2023-24 Grant Requests:

1. Land and Water Conservation Fund Program (LWCF) – 2nd Round of Funding – Village Center / Athletic Complex (Park Master Plan Implementation) - \$1 million (50% - \$1m Village Match)

2024 Requested Legislative Amendments:

1. Municipal Home Rule - Strong “Home Rule” powers ensure that city governments remain accountable to and in keeping with the concerns of its citizenry; intrusion upon “Home Rule” authority by the state government undermines the fundamental constitutional right of Village citizens to govern themselves
2. Mobility Plans/Fees- Revise language to define and clarify mobility plans in order to provide a clear and concise regulatory framework for the Village to acquire, construct and implement both traditional and alternative modes of transportation

3. Community Redevelopment Agencies (CRAs) – Protect/preserve the use of CRAs, and reverse restrictions on CRAs use of tax increment financing/ability to revitalize and redevelop struggling areas
4. Elections – Home Rule Authority – Enable the Village to determine the date of municipal elections and not be required to change election dates to a unified state election date, and allow each community to determine whether term limits are appropriate for their elected officials
5. FDRAP – Appropriate funds to provide local government assistance with development of parks/outdoor recreation facilities
6. Enterprise Funds – Preserve the Village’s authority to manage municipal revenue sources and realize a reasonable rate of return on their proprietary assets, investments and services
7. Forfeiture Funding – Police Department – Expand the Village’s ability to use these funds to support additional police activities, uniforms, Emergency Operations Center, etc.
8. Land Development Regulations – Preserve local police powers and zoning authority to regulate uses, require performance standards, and restrict use of property pursuant to the Village’s vision and small town characteristics
9. Business Tax Receipts – Safeguard municipalities’ authority to assess an annual fee on businesses operating within the municipal limits
10. Transient Uses in Residential Neighborhoods (Short Term Vacation Rentals) – Restore local zoning authority to regulate vacation rental properties that create commercial activity in residential neighborhoods



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Administration

ITEM #3: Resolution No. 2023-50 - Support for the Extension and Continuation of the Palm Beach County One-Cent Sales Surtax to Fund Local Infrastructure Projects

SUMMARY: The proposed resolution expresses support for the idea of asking voters in Palm Beach County to extend the current one-cent sales surtax for infrastructure projects through and until December 31, 2036. As originally approved by voters in Palm Beach County, the imposition of this one-cent sales surtax will sunset automatically at the earlier occurrence of either the generation of \$2.7 billion in total revenue, or December 31, 2026. If approved, the resolution will be provided to the appropriate county officials, as well as the school district, and the Palm Beach County League of Cities.

FISCAL IMPACT:

The Village anticipates receipt of \$14.79 million through the current infrastructure surtax distribution by December 2026. Extension or continuation of the surtax could bring comparable revenues by December 2036 for the Village infrastructure projects.

ATTACHMENTS:

1. Resolution No. 2023-50 - Support for Extension and Continuation of Infrastructure Sales Tax
2. Memo re: Surtax Extension

RESOLUTION 2023-50

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, EXPRESSING SUPPORT FOR THE EXTENSION AND CONTINUATION OF THE PALM BEACH COUNTY ONE-CENT SALES SURTAX TO FUND LOCAL INFRASTRUCTURE PROJECTS THROUGH DECEMBER 31, 2036; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, in November 2016, the voters of Palm Beach County approved an increase to the local sales tax from 6 cents per dollar to 7 cents per dollar; and

WHEREAS, the one-cent sales surtax increase became effective on January 1, 2017, and will automatically sunset upon the earlier occurrence of either December 31, 2026, or the generation of \$2.7 billion in total revenue; and

WHEREAS, the generated one-cent sales surtax revenue is divided between the School District of Palm Beach County (50%), Palm Beach County (30%), and the 39 Palm Beach County municipalities (20% shared amongst them); and

WHEREAS, the generated one-cent sales surtax revenue may only be utilized for infrastructure projects such as roads, sidewalks, bridges, schools, parks, and government buildings and facilities; and

WHEREAS, infrastructure projects provide access to clean water, electricity, transportation, and other essential services, which directly impact the health and well-being of individuals, families, and the wider community; and

WHEREAS, the Village of Palm Springs has received one-cent sales surtax revenue in the amount of \$12,577,079.68 since January 1, 2017, which has allowed the Village to improve its park connector pathway and infrastructure facilities and simultaneously maintain a lower property tax millage rate; and

WHEREAS, the Village of Palm Springs anticipates receipt of \$14.79 million through the current infrastructure surtax distribution by December 2026; and

WHEREAS, the Village of Palm Springs recognizes the direct and beneficial impact the one-cent sales surtax revenue for infrastructure projects has provided to Palm Springs residents, as well as the schools of Palm Beach County and the surrounding communities; and

WHEREAS, the Village of Palm Springs supports a collaboration with the School District of Palm Beach County, Palm Beach County, and the other municipalities of Palm Beach County to extend and continue the one-cent sales surtax revenue for infrastructure projects beyond its current automatic sunset deadlines; and

WHEREAS, the Village of Palm Springs specifically supports seeking voter approval to continue the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.

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

Section 1. The above recitals are true and correct and are hereby incorporated into this section of this resolution as if fully set forth herein.

Section 2. The Village Council of the Village of Palm Springs hereby expresses its support for seeking voter approval to continue the one-cent sales surtax revenue for infrastructure projects until December 31, 2036.

Section 3. The Village Manager is directed to forward this Resolution to each of the Palm Beach County Commissioners with a copy to the Palm Beach County Administrator, the Palm Beach County League of Cities, and the School District of Palm Beach County.

Section 4. This resolution shall be effective 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	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of October 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



Keith W. Davis, Esq.

*Florida Bar Board Certified Attorney in
City, County and Local Government Law*
Email: keith@davislawteam.com

MEMORANDUM

TO: Richard Radcliffe, Executive Director
Palm Beach County League of Cities, Inc.
FROM: Keith W. Davis, General Counsel
DATE: September 5, 2023
RE: Palm Beach County One Cent Sales Infrastructure Surtax; Extension Issues

You have asked for my opinion on the above referenced topic and specifically on the following four (4) topics-

1. What is the process for the municipalities of the county to have the question of the surtax extension placed on the ballot?
2. Can the county prevent this from happening in its sole discretion?
3. Must the surtax be county-wide and if so, what is the distribution formula we will be required to use?
4. How does the OPPAGA audit apply to an extension? How is it implemented and who pays for it?

I have reviewed relevant state law on the topic as well as case law and Attorney General Opinions. I have also reviewed the 2015 Palm Beach County Ordinance that placed the question on the 2016 ballot, as well as the interlocal agreement form that was adopted by the county and the municipalities at the time. As a result of my review, I offer the following opinion:

As you know, the current one cent Palm Beach County discretionary sales surtax which was approved by the voters of the county in 2016 is scheduled to sunset on December 31, 2026, or upon the generation of 2.7 billion dollars. It is currently anticipated generally that 2.7 billion dollars in revenue will be generated well before December 31, 2026. In addition, although no formal position has been taken by any government authority involved with the surtax, there has been informal talk regarding the concept of possibly seeking voter approval to convert the infrastructure surtax into a transportation surtax after it sunsets. It is believed that a transportation surtax will be much less useful to many municipalities than the infrastructure surtax has proven to be, and as a result, it is important to know the possible steps forward that could allow municipalities, of their own action, to seek an extension of the infrastructure surtax in its current form.

The surtax itself is permitted by Sec. 212.055, *Florida Statutes*. The answers to questions 1. and 2. above are found in the statute at subsection (2)(a)1. Which states that:

The governing authority in each county may levy a discretionary sales surtax of 0.5 percent or 1 percent. The levy of the surtax shall be pursuant to ordinance enacted by a majority of the members of the county governing authority and approved by a majority of the electors of the county voting in a referendum on the surtax. If the governing bodies of the municipalities representing a majority of the county's population adopt uniform resolutions establishing the rate of the surtax and calling for a referendum on the surtax, the levy of the surtax **shall** be placed on the ballot and shall take effect if approved by a majority of the electors of the county voting in the referendum on the surtax.

Based on the above highlighted statutory language, **the process required to get the surtax extension question on the ballot is for the governing bodies of municipalities representing a majority of the county's population to adopt uniform resolutions establishing the rate of the surtax extension and calling for a referendum on the surtax extension.** NOTE that the rate and duration are important features in the extension question because they relate directly to your the question regarding the OPPAGA audit, explained in detail below.

Based on the plain reading of the statutory language, it is my opinion that **if the municipalities succeed in adopting the required uniform resolutions and capture a majority of the county's population, then the county is required by law to adopt an ordinance to place the question on the ballot.**

The answer to question 3 above is found at both Sec. 212.054 and 212.055, *Florida Statutes*, which indicate that **the surtax is by law a county-wide surtax.** The county has to initiate the question and place the matter before the voters and the voters county-wide must approve the surtax (or extension) for it to be effective. Since it is a county-wide surtax, the distribution of surtax revenue must be determined. The Sec. 212.055, subsection (2)(c) provides for the distribution formula:

Pursuant to s. 212.054(4), **the proceeds of the surtax levied under this subsection shall be distributed to the county and the municipalities within such county in which the surtax was collected, according to:**

- 1. An interlocal agreement between the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population, which agreement may include a school district with the consent of the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population; or**
- 2. If there is no interlocal agreement, according to the formula provided in s. 218.62.**

As you know, the original surtax distribution was set by interlocal agreement and included the Palm Beach County School District. The distribution formula agreed upon provided

for 50% to the school district, 30% to the county, and 20% to the municipalities to be divided among them based generally on population.

If no interlocal agreement is entered into, then Sec. 218.62, *Florida Statutes* provides the distribution formula which excludes the school district completely. This formula is generally based on county and municipal populations:

Each participating county and municipal government shall receive a proportion of moneys earmarked for distribution within that county.

The proportion for each county government shall be computed by dividing the sum of the unincorporated area population plus two-thirds of the incorporated area population by the sum of the total county population plus two-thirds of the incorporated area population.

The proportion for each municipal government shall be computed by dividing the population of that municipality by the sum of the total county population plus two-thirds of the incorporated area population.

Effective October 1, 2000, the apportionment factors shall, except in the case of error in the population certified pursuant to s. 186.901, remain in effect for the fiscal year. Adjustments to distributions to correct errors shall be made subsequent to receipt of a corrected population certified pursuant to s. 186.901.

Thus, the issue of agreement and consensus between the county and the municipalities on the extension of the surtax becomes important. If the municipalities force the issue and get the question onto the ballot contrary to the county's mentioned preferences for a transportation surtax, it is possible that the measure could be defeated, especially if third parties campaign against it, or campaign in favor of a transportation or other surtax instead. If the extension nevertheless passes, one could argue that it would be unlikely that an interlocal agreement would ever be entered into, which would require the use of the distribution formula set by statute which would also by its very nature exclude the school district completely from the distribution.

Finally, the answer to question 4 above is found both in the statute and in Attorney General Opinions. Sec. 212.055(11), *Florida Statutes*, addresses the issue of the performance audit. This section specifies the requirements and the process for obtaining the audit. Without repeating the statutory details in this Memorandum, suffice it to say that **the audit is the responsibility of the county (and the school district); NOT the municipalities.**

Nevertheless, it is important to note that subsection d. excludes the need for the OPPAGA performance audit to any referendum held to adopt the same discretionary surtax that was in place during the month of December immediately before the date of the referendum. Florida Attorney General Opinion 2019-10 states that in order for this exemption to apply, the discretionary sales surtax being voted on must be the same IN ALL MATERIAL RESPECTS as the prior surtax (including both amount and duration). Therefore, **if voters were asked to extend the current surtax in both amount (one cent) and duration**

(ten years), it is my opinion that the OPPAGA performance audit would not be required.



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Utilities

ITEM #4: Approve Professional Services Agreement – 2nd Amendment – Term Renewal - Kimley-Horn and Associates, Inc.

SUMMARY: Village Staff requests approval of Amendment No. 2 to the Professional Services Agreement with Kimley-Horn and Associates in order to renew the terms of the contract, and add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA”) funds.

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

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

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

On December 13, 2018, Council approved Amendment No. 1 to the Professional Services Agreement to include standard indemnification language.

The initial five-year term expired in September 2023, and the agreement is eligible for three (3) one-year renewals.

Staff proposes the first, one (1) year renewal. If approved, the Professional Services Agreement for Kimley-Horn & Associates will be extended until September 12, 2024.

The proposed Amendment No. 2 was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and the Finance Director.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Amendment No. 2 - Professional Services Agreement - Kimley Horn
2. American Rescue Plan Act (ARPA) Contract Addendum

**SECOND AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES**

WHEREAS, on September 13, 2018, the Village of Palm Springs, Florida entered into an Agreement for Professional Services (“Agreement”) with **Kimley-Horn & Associates, Inc.** (“Consultant”); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida’s Consultants Competitive Negotiations Act, section 287.055, Florida Statutes; and

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

WHEREAS, the parties now desire to amend the Agreement to exercise the first renewal option to extend the term of the Agreement for a period of one (1) year; and

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

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

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

1. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.
2. The term of the Agreement is hereby extended for a period of one year, effective through September 13, 2024.
3. Section VI of the Agreement is hereby amended by adding paragraphs W, X and Y, as follows:

W. Public Entity Crimes. Consultant acknowledges and agrees that a person or affiliate who has been placed on the Convicted Contractor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Contractor list. Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

- X. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, Consultant must certify that it is not participating in a boycott of Israel. If the Village determines, using credible information available to the public, that a false certification has been submitted by Consultant, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.
- Y. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Consultant 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 Agreement 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 Agreement;
 - (f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the Consultant, shall be grounds for the Village to order the Consultant immediately terminate the contract with the subcontractor; and

(g) Be aware that if the Village terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant 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.

4. Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.
5. All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

KIMLEY-HORN & ASSOCIATES, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online
notarization, this _____ this _____ day of _____, 2023, by
_____.

(Signature of Notary Public-State of Florida)

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

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

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)



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Utilities

ITEM #5: Approve Professional Services Agreement – Amendment No. 4 - CHA Consulting, Inc.

SUMMARY: Village Staff requests approval of Amendment No. 4 to the Agreement for Professional Services with CHA Consulting, Inc. in order to renew the terms of the contract.

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

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

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

On December 13, 2018, Council approved Amendment No. 1 to the Professional Services Agreement to include standard indemnification language. On November 10, 2022, Council approved Amendment No. 2 to the Professional Services Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds. On March 9, 2023, Amendment No. 3 of the Professional Services Agreement was proposed to make CHA Consulting, Inc. the successor in the interest of Eckler Engineering contracts.

The initial five-year term expired in September 2023, and the agreement is eligible for three (3) one-year renewals.

Staff proposes the first, one (1) year renewal. If approved, the Professional Services Agreement for CHA Consulting, Inc. will be extended until September 12, 2024.

The proposed 4th Amendment was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and the Finance Director.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Amendment No. 4 - Professional Services Agreement - CHA Consulting, Inc.

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

THIS FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (RFQ No. 2018R-002) is entered into as of _____, 2023, by and between the Village of Palm Springs, Florida (“Village”) and CHA Consulting, Inc, (“CHA” or “Consultant”) as successor in interest to Eckler Engineering, Inc. (“EEI”).

WHEREAS, on December 13, 2018, the Village entered into an Agreement for Professional Services (“Agreement”) with EEI; and

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

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

WHEREAS, the parties subsequently entered into amendments to the Agreement to add additional contract terms and to exercise the first one-year renewal option; and

WHEREAS, on March 9, 2023, after the assets of EEI were acquired by CHA Consulting, Inc. (“CHA”), the parties amended the Agreement to assign of all of EEI’s rights and obligations under the Agreement to CHA, and to exercise the second renewal option; and

WHEREAS, the Agreement, as amended, currently has an expiration date of September 12, 2023; and

WHEREAS, the Village and CHA desire to enter into this 4th Amendment to the Agreement, effective September 12, 2023 to exercise the third renewal option to extend the term for one (1) additional year, through and including September 12, 2024; and

WHEREAS, the Village and CHA further desire to amend the Agreement to update the language of the E-Verify provision to comply with recent changes in state law.

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

1. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.

2. The term of the Agreement is hereby extended for a period of one year, effective September 12, 2023 through September 12, 2024.
3. The E-Verify provision is hereby amended to read as follows:

Pursuant to Section 448.095(5), Florida Statutes, the Consultant 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 Agreement 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 Agreement;
- (f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the Consultant, shall be grounds for the Village to order the Consultant immediately terminate the contract with the subcontractor; and
- (g) Be aware that if the Village terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant 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.

4. All remaining terms and provisions set forth in the Agreement, as amended, remain in full force and effect as between the VILLAGE and CHA Consulting, Inc.

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment to Agreement for Professional Services as of the date set forth above.

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

CONSULTANT:

CHA CONSULTING, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ this _____ day of _____, 2023, by
_____.

(Signature of Notary Public-State of Florida)

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

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



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Utilities

ITEM #6: Approve Professional Services Agreement – Amendment No. 3 – Holtz Consulting Engineers, Inc.

SUMMARY: Village Staff requests approval of Amendment No. 3 to the Agreement for Professional Services with Holtz Consulting Engineers in order to renew the terms of the contract.

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

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

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

On December 13, 2018, Council approved Amendment No. 1 to the Professional Services Agreement to include standard indemnification language. On November 10, 2022, Council approved Amendment No. 2 to the Professional Services Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA”) funds.

The initial five-year term expired in September 2023, and the agreement is eligible for three (3) one-year renewals.

Staff proposes the first, one (1) year renewal. If approved, the Professional Services Agreement for Holtz Consulting Engineers will be extended until September 12, 2024.

The proposed Amendment No. 3 was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and the Finance Director.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Amendment No. 3 - Professional Services Agreement - Holtz Consulting Engineers

**THIRD AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES**

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

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida’s Consultants Competitive Negotiations Act, section 287.055, Florida Statutes; and

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

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

WHEREAS, on November 10, 2022 the parties entered into their Second Amendment to Professional Services Agreement in order to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA”) funds; and

WHEREAS, the parties now desire to amend the Agreement to exercise the first renewal option to extend the term of the Agreement for a period of one (1) year; and

WHEREAS, the Village and Consultant further desire to amend the Agreement to update the language of the E-Verify provision to comply with recent changes in state law.

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

1. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.
2. The term of the Agreement is hereby extended for a period of one year, effective through September 13, 2024.
3. The E-Verify provision is hereby amended to read as follows:

Pursuant to Section 448.095(5), Florida Statutes, the Consultant 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 Agreement 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 Agreement;
- (f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the Consultant, shall be grounds for the Village to order the Consultant immediately terminate the contract with the subcontractor; and
- (g) Be aware that if the Village terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant 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.

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

HOLTZ CONSULTING ENGINEERS, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ this _____ day of _____, 2023, by _____.

(Signature of Notary Public-State of Florida)

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

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Parks & Recreation

ITEM #7: Approve Change Order No. 2 - Park Connector Pathway Phase 2A & 3A (Task Order No. 255) - Parks & Recreation Department (FY 23/24 Budget Funded - General Fund, CDBG and Sales Tax) - Hurr Homes, LLC.

SUMMARY: An extension of 25 days is being requested by the Parks & Recreation department under Change Order No. 2, which amends Task Order No. 255.

On March 28, 2023, the Village Council approved Task Order No. 255 with Hurr Homes, LLC for Pathway Park Connector Phase 2A and Phase 3A. A notice to proceed was issued on May 8, 2023, with a contract time of 120 days for substantial completion, and 150 days for final completion.

Prior to the start of construction, the Village made the decision for Phase 2A to replace the dilapidated safety bollards around Well #19. This was memorialized in Change Order No. 1 for Phase 2A. Additionally, the Village made the decision for Phase 3A to include a 430 linear foot section of pathway back into the project that was removed prior to going out to bid due to design conflicts. This was memorialized in Change Order No. 1 of Phase 3A.

FISCAL IMPACT:

If approved, the total cost of the Park Connector Path Phase 2A & 3A project within Task Order No. 255 will remain at \$373,983.71 and the total contract time will be increased to 175 days.

Funding to Support the Park Connector Path Phase 2A & 3A project (Task Order No. 255) was provided by the General Fund, CDGB Fund and the Sales Tax Fund.

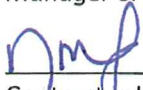
ATTACHMENTS:

1. Proposed Change Order No. 2 - Huurr Homes, LLC.
2. Executed Agreement - Huurr Homes, LLC.
3. Original Notice to Proceed - Huurr Homes, LLC.
4. Approved Phase 2A CO#1 - Huurr Homes, LLC.
5. Approved Phase 3A CO#1 - Huurr Homes, LLC.
6. Updated Schedule - Huurr Homes, LLC.
7. Fiscal Impact



The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER. The effective date of this Change Order is the date it is approved by the OWNER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the second page of this Change Order).


Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. 2 to the
_____ Project on _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

SECTION 00520
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Huurr Homes, 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: earthwork, sitework, construction of coquina pathway, installation of concrete sidewalk, installation of landscape.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
Park Connector Pathway Project

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by WGI, LLC.
- 3.02 The Owner has retained WGI, LLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$ Not Applicable.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): **Unit Pricing per bid package pages 4-6, Bid Form 00410 (See attached exhibit 'A')** ✓

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) **\$339,553.25.** ✓
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

my

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
2. The contractor and all subcontractors have complied with the requirements of DBRA (Davis Bacon and Related Acts), that all wages and restitution due to workers has been paid, and that satisfactory project closeout

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions. ~~and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~ 

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.
- B. The contractor and all subcontractors have complied with the requirements of DBRA (Davis Bacon and Related Acts), that all wages and restitution due to workers has been paid, and that satisfactory project closeout

ARTICLE 7 – INTEREST

- 7.01 ~~All amounts not paid when due shall bear interest at the rate of 1 percent per annum.~~ All amounts not paid when due shall accrue interest at the statutory rate beginning on the 30th day past due.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 *In order to induce Owner to enter into this Contract, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference)
 - 8. Addenda
 - 9. Exhibits to this Agreement):
 - a. Contractor's Bid
 - b. The Federal Requirements and the Wage Decision
 - i. Updated Wage Decision FL20230182 Highway Mod 0 dated 1-6-2023 (Exhibit B).
 - ii. Updated Section 3 Guide Book dated 2-27-2023 (Exhibit C).

00520- Agreement

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10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;



2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that it has disclosed, with respect to any public officer or employee of the Village, or their immediate family members, as defined in sec. 112.313, Florida Statutes: (1) the existence and nature of any material interest held in Contractor's business entity; (2) any compensation or thing of value received from Contractor; or (3) any employment or contractual relationship with Contractor. Contractor will promptly update its disclosures in this regard in the event of any changes, throughout the term of the Contract.

10.06 Indemnity

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

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

npf

10.07 Governing Law and Remedies

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

10.08 Office of the Inspector General

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

10.09 Scrutinized Companies

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

10.10 Public Records

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the Village to perform the service.
 - 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

10.11 Insurance

- A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
d. Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:	
Each Person	\$500,000
Each Accident	\$1,000,000
b. Property Damage:	

Each Incident \$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a. Excess or Umbrella Liability

- | | |
|----------------------|-------------|
| 1) General Aggregate | \$5,000,000 |
| 2) Each Occurrence | \$1,000,000 |

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a. Contractor's Pollution Liability

- | | |
|----------------------|-------------|
| 1) General Aggregate | \$2,000,000 |
| 2) Each Occurrence | \$1,000,000 |

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and sub-consultants of the following firms and municipal government(s):

- a. Village of Palm Springs
- b. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents

10.12 Public Construction Bond

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass-through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
 - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
 - e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 - f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

- 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security ~~deposited, pledged or held subject to the consent of the surety and for the protection~~ of the surety shall be deducted.

10.13 Audit by Village

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

10.14 Copies of Data/Documents

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

10.15 Ownership

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

10.16 Limitations of Liability

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

10.17 Enforcement Costs

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default, or misrepresentation in connection with any provisions of this Agreement.

10.18 Copyrights and/or Patent Rights

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

10.19 Protection of Property

- A. The CONTRACTOR shall always guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism. **In addition, staging area outside of the "project limits" within the Village are to be considered "within the limits".**

10.20 Damage to Persons or Property

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

10.21 Discrimination

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

10.22 Construction Defects

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

10.23 Public Entity Crimes

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

10.24 Scrutinized Companies

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



- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 E-Verify

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

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



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

This Agreement will be effective on 3/28/23 (which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR:

By:

Title: CEO



Attest:

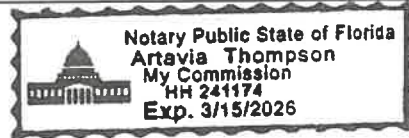
Title: Village Clerk

Attest:

Title: Notary Public

Approved
as to
Form:

Title: Village Attorney



Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.:

(where applicable)

Exhibit 'A' - Unit Price Breakdown

Park Connector Pathway- Canal Road 3A

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	10% of Items 6 to 12	\$3,672.50	\$3,672.50
2	Site Mobilization/ Demobilization	LS	8% of Items 6 to 12	\$3,400.00	\$3,400.00
3	Erosion Control – Silt Fence	LF	5,270	\$2.15	\$11,330.00
4	Unforeseen Condition Allowance	LS	1	\$1,476.70	\$1,476.70
5	As-Built Survey	LS	1	\$4,430.15	\$4,430.15
6	Temporary Construction Entrance	LS	1	\$8,380.55	\$8,380.55
Hardscape and Grading					
7	6' Wide Crushed Coquina Pathway	LS	1	\$99,536.75	\$99,536.75
Landscape Elements					
8	Dune Sunflower	EA	287	\$11.30	\$3,243.10
9	Dwarf Fakahatchee Grass	EA	32	\$18.65	\$596.80
10	Top Soil	LS	1	\$1,355.65	\$1,355.65
11	Mulch	LS	1	\$2,373.55	\$2,373.55
12	Temporary Irrigation Allowance	LS	1	\$4,934.60	\$4,934.60
Allowance					
13	Contingency Allowance	Fixed	1	\$15,000	\$15,000
14	Permit Allowance	Fixed	1	\$5,000	\$5,000
Total of All Unit Price Bid Items					\$164,730.85

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

Total of Lump Sum and Unit Price Bids = Total Bid Price
Canal Road 3A

\$164,730.85

Unit Price Work Sub-Phase 2A					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	\$5,423.25	\$5,423.25
2	Project Management/ Superintendent	LS	1	\$147.65	\$147.65
3	Site Mobilization/ Demobilization	LS	1	\$3,065.65	\$3,065.65
4	Maintenance of Traffic	LS	1	\$6,113.60	\$6,113.60
5	Indemnification	LS	1	\$1.50	\$1.50
6	As-Built Survey/ Record Drawings Prepared By Licensed Surveyor	LS	1	\$5,906.85	\$5,906.85
Site Preparation and Demolition					
7	Erosion Control	LS	1	\$2,941.60	\$2,941.60
8	Removal of Existing Driveway/ Sidewalk Crossing Areas	SQ YD	147	\$47.20	\$6,938.40
9	Clearing and Grubbing	LS	1	\$9,982.60	\$9,982.60
10	Grading	LS	1	\$8,796.50	\$8,796.50
11	Root Pruning and Tree Relocation	EA	1	\$3,691.80	\$3,691.80
12	Protection of Existing Trees to Remain	EA	6	\$369.20	\$2,215.20
Pathway					
13	8' Wide 4" Concrete Sidewalk	SQ YD	815	\$74.15	\$60,432.25
14	8' Wide 6" Concrete Sidewalk	SQ YD	147	\$87.75	\$12,899.25
15	12" White Thermoplastic Painted Crosswalk	1	EA	\$3,597.30	\$3,597.30
16	ADA Detectable Warnings	3	EA	\$1,626.35	\$4,879.05
17	Water Service Box Adjustment	2	EA	\$1,092.75	\$2,185.50
18	Harmonizing Existing Grades and Conditions	LS	1	\$8,256.20	\$8,256.20
Landscape					
19	Root Barrier Allowance	LF	60	\$75.20	\$4,512.00
20	Sod replacement to match existing species	SF	7,335	\$1.75	\$12,836.25
Allowances					
21	Contingency Allowance	AL	1	\$10,000	\$10,000
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$174,822.40

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$174,822.40
Sub-Phase 2A

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids (Canal Road 3A + Subphase 2A) = Total Bid Price \$339,553.25



ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC1522158 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. *Completion of Federal Forms as Noted in this Bid Package in Section 00400 – Bid Submission Checklist*

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: FL20230182 01/06/2023

Superseded General Decision Number: FL20220182

~~State: Florida~~

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69 **	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.09 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzle).....	\$ 11.81 **	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.58	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 12.97 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99 **	0.00
LABORER: Common or General.....	\$ 10.66 **	0.00
LABORER: Flagger.....	\$ 12.53 **	0.00
LABORER: Grade Checker.....	\$ 12.41 **	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91 **	3.50
LABORER: Pipelayer.....	\$ 14.82 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70 **	0.00
OPERATOR: Bulldozer.....	\$ 16.00 **	0.00

OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Saw.....	\$ 16.22	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76 **	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 15.75 **	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87 **	0.00
OPERATOR: Loader.....	\$ 14.19 **	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60 **	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73 **	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45 **	0.00
OPERATOR: Roller.....	\$ 13.03 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 15.51 **	0.00
OPERATOR: Tractor.....	\$ 10.79 **	0.00
OPERATOR: Trencher.....	\$ 14.74 **	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02 **	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96 **	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21 **	0.00

TRUCK DRIVER: Water Truck.....\$ 13.25 ** 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.



NOTICE TO PROCEED

Owner: Village of Palm Springs Owner's Task Order No.: 235
Contractor: HUURR HOMES, LLC Project Bid No. (ITB #): 2022B-012
Engineer: WANTMAN GROUP, INC. Engineer's Project No.:
Project: PATHWAY PARK CONNECTOR PHASE 2A, 3A
Effective Date of Contract: MARCH 28, 2023

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on MAY 08, 2023.

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 SEPTEMBER 05, 2023, and the date of readiness for final payment is OCTOBER 05, 2023.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: Village of Palm Springs

Authorized Signature

By: Andrew Klausner

Title: Project Coordinator

Date Issued: 5/05/2023

Engineer:

Authorized Signature

By: Kirsten Siegel, WGI, Inc.

Title: Project Manager, PLA

Date: 5/05/2023

Contractor: Huurr Homes LLC
Authorized Signature

By: Nance M. Shihab

Title: CEO

Date: 05/05/2023

Change Order No. 1

Date of Issuance: June 21, 2023

Effective Date: 7/5/2023

Owner: Village of Palm Springs

Owner's Task Order No.: 255

Contractor: Huurr Homes, LLC

Project Bid No. (ITB #): 2022B-012

Engineer: Wantman Group, Inc.

Engineer's Project No.: 3527.02

Project: Park Connector Pathways Ph 2A

The Contract is modified as follows upon execution of this Change Order:

Description: *Remove and replace existing bollards around Well #19*

Attachments: PCO #001 (23-13297-1) Huurr Cost Proposal

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>174,822.40</u>	Original Contract Times: 120 Days / 150 Days Substantial Completion: <u>September 5, 2023</u> Ready for Final Payment: <u>October 5, 2023</u> days / dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 Days</u> Ready for Final Payment: <u>0 Days</u> days
Contract Price prior to this Change Order: \$ <u>174,822.40</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 5, 2023</u> Ready for Final Payment: <u>October 5, 2023</u> dates
[Increase] [Decrease] of this Change Order: \$ <u>14,017.46</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 Days</u> Ready for Final Payment: <u>0 Days</u> days
Contract Price incorporating this Change Order: \$ <u>188,839.86</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 5, 2023</u> Ready for Final Payment: <u>October 5, 2023</u> dates

RECOMMENDED
By: Kirsten Siegel
Wantman Group, Inc.
Title: Project Manager
Date: 6/21/2023

ACCEPTED:
By: [Signature]
Village of Palm Springs
Title: Village Manager
Date: 7/5/23

ACCEPTED:
By: [Signature]
Huurr Homes, LLC
Title: CEO
Date: 6/29/2023

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



HUURR HOMES, LLC
2705 Burris Road, Unit 4A
Davie, FL, 33314
Office : (954)270-1121

ESTIMATE

PCO #001

Project Name

Village of Palm Springs - Phase 2A-1

Estimate

23-13297-1

Quote to

Village of Palm Springs

Date

5/11/2023

Project Location

Village of Palm Springs

Plans By

N/A

Scope

Bollards Replacement

Plans Received

N/A

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
PHASE 2A-1				
Removal and Replacement of Existing Bollards	9.000	EA	\$1,526.94	\$13,742.46
Bonding	2.000	%	\$275.00	\$275.00
			Bid Total:	\$14,017.46

Please sign below in agreement with above terms _____

Authorized Signature and Date _____

Print _____



HUURR HOMES, LLC
2705 Burris Road, Unit 4A
Davie, FL, 33314

ESTIMATE

Exclusions

1. All permit fees

Site Terms

All materials guaranteed to be completely installed in a workman like manner according to standard practices. Any alteration from terms above will involve extra costs. New work will be executed only upon written and signed Change Order. All agreements continged upon strikes, accidents or delays beyond our control. This estimate subject to acceptance within 30 Days and is void thereafter at the option of undersigned. In connection with any non-payment arising out of this proposal, Hurr Homes, LLC shall be entitled to recover all costs incurred, including attorney's fees for services rendered with any enforcement of breach of contrat, including appellate proceeding and post judgment proceedings. This estimate shall constitute a contract between the parties when fully executed or added within a master agreement. The above prices, specification are hereby accepted. You are authorized to do the work as specified.

Please sign below in agreement with above terms _____

Authorized Signature and Date _____

Print _____



2705 Burris Road, Unit 4A
Davie, FL 33314
Phone: (954) 270-1121
Email: jaimc@huurrrhomes.com



Change Order No. 1

Date of Issuance: 7/18/2023
 Owner: Village of Palm Springs
 Contractor: Huurr Homes, LLC
 Engineer: Wantman Group, Inc.
 Project: Park Connector Pathway PH 3A

Effective Date: 7/21/2023
 Owner's Task Order No.: 255
 Project Bid No. (ITB #): 2022B-012
 Engineer's Project No.: 3527.02
 NTP: May 8, 2023

The Contract is modified as follows upon execution of this Change Order:

Description: *Install additional 430 linear feet of Coquina pathway*

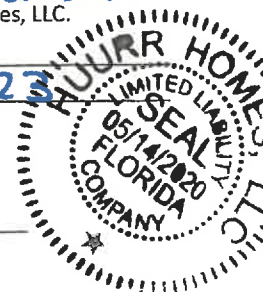
Attachments: PCO # 001 (23-13297 Hurr Homes cost proposal)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: 120 Days / 150 Days
\$ <u>164,730.85</u>	Substantial Completion: <u>September 5, 2023</u>
	Ready for Final Payment: <u>October 5, 2023</u>
	days / dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
\$ <u>0.00</u>	Substantial Completion: <u>0 Days</u>
	Ready for Final Payment: <u>0 Days</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>164,730.85</u>	Substantial Completion: <u>September 5, 2023</u>
	Ready for Final Payment: <u>October 5, 2023</u>
	dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>20,413.00</u>	Substantial Completion: <u>0 Days</u>
	Ready for Final Payment: <u>0 Days</u>
	days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>185,143.85</u>	Substantial Completion: <u>September 5, 2023</u>
	Ready for Final Payment: <u>October 5, 2023</u>
	dates

RECOMMENDED:
 By: Kirsten Siegel
 Title: Project Manager
 Date: 7/19/2023

ACCEPTED:
 By: [Signature]
 Title: Partners / Rec Director
 Date: 7/20/23

ACCEPTED:
 By: [Signature]
 Title: CEO
 Date: 07/19/2023



Approved by Funding Agency (if applicable)

By: _____
 Title: _____

Date: _____



The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER. The effective date of this Change Order is the date it is approved by the OWNER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the second page of this Change Order).

Qmf 7/19/23
Contractor Initial

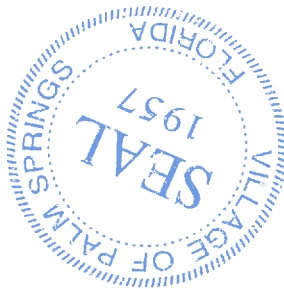
IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. 1 to the Park Connector Pathway PH 3A Project on 7/21, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

By: 

ATTEST:


Kimberly Wynn, Village Clerk



Approved as to form and legal sufficiency:


Glen J. Torcivia, Village Attorney



HUURR HOMES, LLC
2705 Burris Road, Unit 4A
Davie, FL, 33314
Office : (954)270-1121

ESTIMATE

PCO #001

Project Name

Village of Palm Springs - Phase 3A

Estimate

23-13297

Quote to

Village of Palm Springs

Date

6/15/2023

Project Location

Village of Palm Springs

Plans By

WGI

Scope

6' Wide Pathway

Plans Received

C-102 **

Estimate Completed using Civil Plans date stamped received by Huurr Homes, LLC

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
PHASE 3A				
6' Wide Pathway	430.000	LF	\$45.10	\$19,393.00
As-Built Survey	1.000	LS	\$500.00	\$500.00
Bonding	1.000	LS	\$520.00	\$520.00
			Bid Total:	\$20,413.00

Please sign below in agreement with above terms _____

Authorized Signature and Date _____

Print _____



HUURR HOMES, LLC
2705 Burris Road, Unit 4A
Davie, FL, 33314

ESTIMATE

Exclusions

1. All permit fees

Site Terms

All materials guaranteed to be completely installed in a workman like manner according to standard practices. Any alteration from terms above will involve extra costs. New work will be executed only uppon written and signed Change Order. All agreements continged upon strikes, accidents or delays beyond our control. This estimate subject to acceptance within 30 Days and is void thereafter at the option of undersigned. In connection with any non-payment arising out of this proposal, Huurr Homes, LLC shall be entitled to recover all costs incurred, including attorney's fees for services rendered with any enforcement of breach of contrat, including appellate proceeding and post judgment proceedings. This estimate shall constitute a contract between the parties when fully executed or added within a master agreement. The above prices, specification are hereby accepted. You are autorized to do the work as specified.

Please sign below in agreement with above terms _____

Autorized Signature and Date _____

Print _____

LEGEND

RIGHT-OF-WAY LINE

PROPOSED COULINA

EXISTING DAMAGE, PVE

PROPOSED GRADE

EXISTING GROUND ELEVATION

EXISTING STREET SIGN

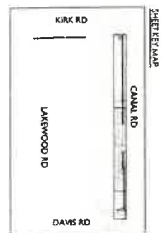
EXISTING VEGETATION



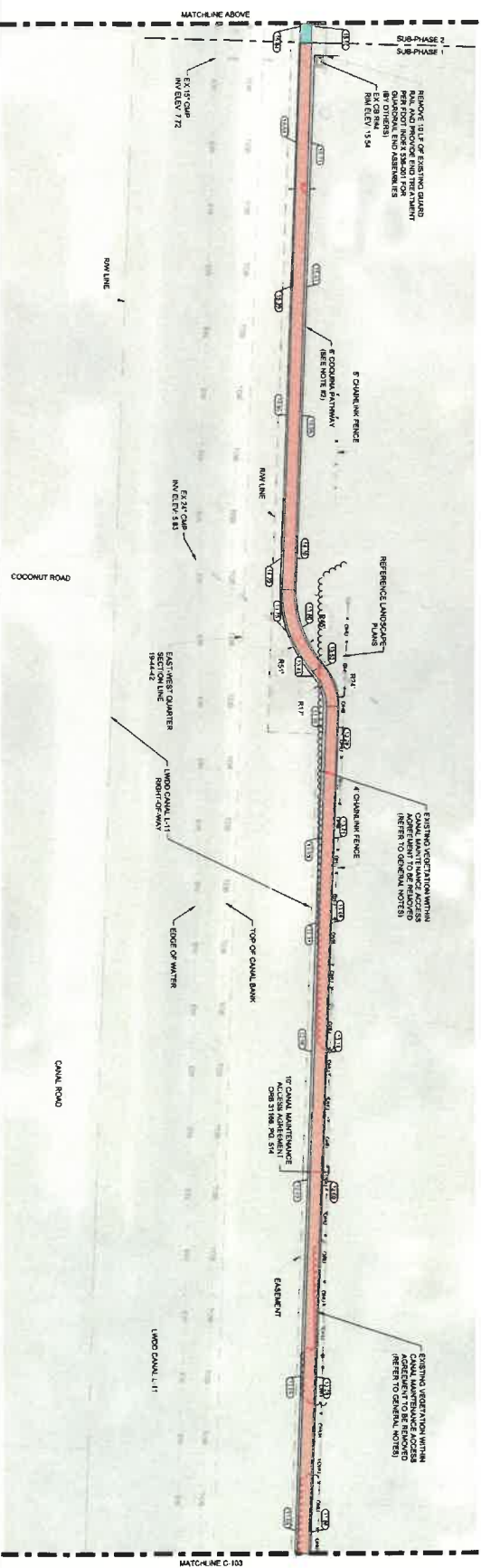
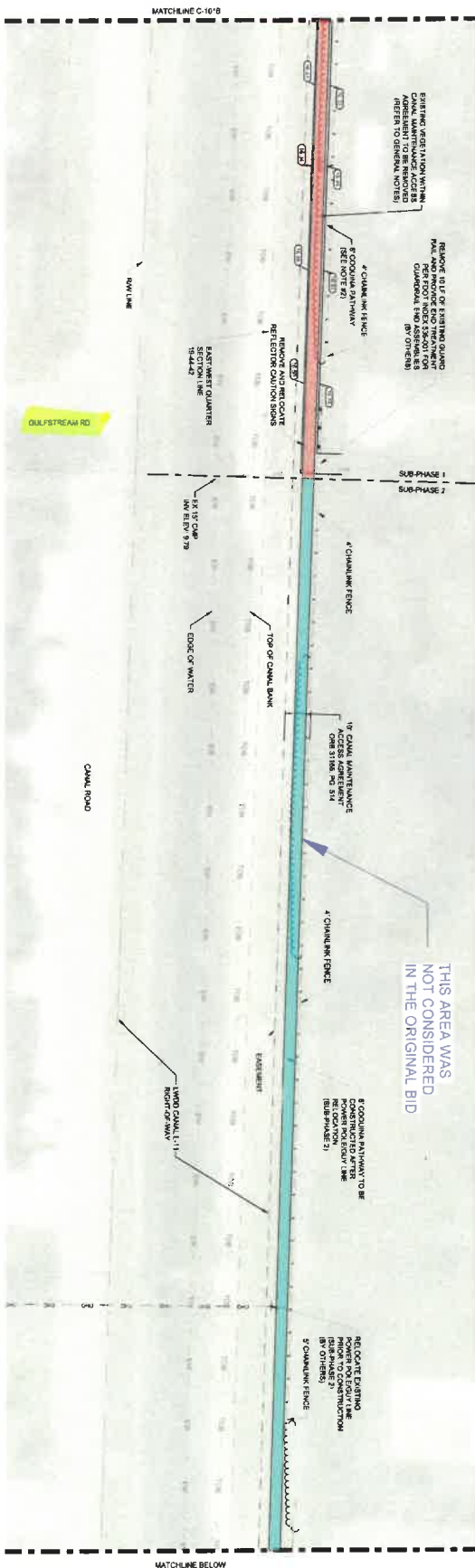
NOTES:

1. REMOVE EX TREES & VEGETATION WITHIN CANAL MAINTENANCE ACCESS ADJACENT
2. REFERENCE COULINA PATHWAY SECTION DETAIL ON SHEET C-100
3. PROPOSED GRADES ARE PROVIDED FOR REFERENCE. PATHWAY SHALL BE INSTALLED TO MATCH EXISTING GRADE

THIS AREA WAS
NOT CONSIDERED
IN THE ORIGINAL BID



SCALE: 1" = 20'



2035 Villa Parkway, West Palm Beach, FL 33411
Phone No. 561.906.2222 www.wgl.com
Cen No. 8081 - LB No. 7055

NO.	DATE	DESCRIPTION	BY
1	3/27/02	CAD 35703-CHP00.DWG	
2	3/27/02	JOB NO. 3571.02	
3		DRAWN BY: DL	
4		CHECK BY: CJH	
5	9/25/22	DATE	

VILLAGE OF PALM SPRINGS
CONNECTION PATHWAYS
PHASE 3A
PAVING AND GRADING PLAN

SHEET:
C-102

Id	TASK NAME	START DATE	END DATE	5/23																																
				7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8
1	VILLAGE OF PALM SPRINGS	5/8/2023	10/20/2023																																	
2	PARK CONNECTOR PATHWAY - PHASE 3A	5/8/2023	9/8/2023																																	
3	Mobilization	5/8/2023	5/9/2023																																	
4	Erosion Control	5/9/2023	5/19/2023																																	
5	Land Clearing	5/15/2023	5/26/2023																																	
6	6' Wide Pathway	5/22/2023	7/20/2023																																	
7	Landscape	7/24/2023	9/5/2023																																	
8	Final Inspection	9/5/2023	9/8/2023																																	
9	PARK CONNECTOR PATHWAY - PHASE 2A-1	7/10/2023	10/20/2023																																	
10	Mobilization	7/10/2023	7/21/2023																																	
11	Concrete Sidewalks and Driveways Demo	7/11/2023	9/28/2023																																	
12	Grading	7/24/2023	9/28/2023																																	
13	Root Pruning and Tree Relocation	7/13/2023	7/14/2023																																	
14	8' Wide Concrete Sidewalk	7/27/2023	10/17/2023																																	
15	Harmonizing Existing Grades abd Conditions	8/21/2023	10/17/2023																																	
16	Grass Restoration	8/23/2023	10/17/2023																																	
17	Final Inspection	10/17/2023	10/20/2023																																	

Project: Village of Palm Springs
Date: 9/7/2023

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Id	TASK NAME	START DATE	END DATE	7/23																												8/23				
				14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	VILLAGE OF PALM SPRINGS	5/8/2023	10/20/2023																																	
2	PARK CONNECTOR PATHWAY - PHASE 3A	5/8/2023	9/8/2023																																	
3	Mobilization	5/8/2023	5/9/2023																																	
4	Erosion Control	5/9/2023	5/19/2023																																	
5	Land Clearing	5/15/2023	5/26/2023																																	
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7	Landscape	7/24/2023	9/5/2023																																	
8	Final Inspection	9/5/2023	9/8/2023																																	
9	PARK CONNECTOR PATHWAY - PHASE 2A-1	7/10/2023	10/20/2023																																	
10	Mobilization	7/10/2023	7/21/2023																																	
11	Concrete Sidewalks and Driveways Demo	7/11/2023	9/28/2023																																	
12	Grading	7/24/2023	9/28/2023																																	
13	Root Pruning and Tree Relocation	7/13/2023	7/14/2023																																	
14	8' Wide Concrete Sidewalk	7/27/2023	10/17/2023																																	
15	Harmonizing Existing Grades abd Conditions	8/21/2023	10/17/2023																																	
16	Grass Restoration	8/23/2023	10/17/2023																																	
17	Final Inspection	10/17/2023	10/20/2023																																	

Project: Village of Palm Springs
Date: 9/7/2023

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Id	TASK NAME	START DATE	END DATE	10/23																																
				20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	VILLAGE OF PALM SPRINGS	5/8/2023	10/20/2023																																	
2	PARK CONNECTOR PATHWAY - PHASE 3A	5/8/2023	9/8/2023																																	
3	Mobilization	5/8/2023	5/9/2023																																	
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6	6' Wide Pathway	5/22/2023	7/20/2023																																	
7	Landscape	7/24/2023	9/5/2023																																	
8	Final Inspection	9/5/2023	9/8/2023																																	
9	PARK CONNECTOR PATHWAY - PHASE 2A-1	7/10/2023	10/20/2023																																	
10	Mobilization	7/10/2023	7/21/2023																																	
11	Concrete Sidewalks and Driveways Demo	7/11/2023	9/28/2023																																	
12	Grading	7/24/2023	9/28/2023																																	
13	Root Pruning and Tree Relocation	7/13/2023	7/14/2023																																	
14	8' Wide Concrete Sidewalk	7/27/2023	10/17/2023																																	
15	Harmonizing Existing Grades abd Conditions	8/21/2023	10/17/2023																																	
16	Grass Restoration	8/23/2023	10/17/2023																																	
17	Final Inspection	10/17/2023	10/20/2023																																	

Project: Village of Palm Springs
Date: 9/7/2023

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

FISCAL IMPACT

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add' l Days</u>
Original Contract Amount	\$339,553.25	150 days
CO No. 1 Phase 2A	\$14,017.46	0 days
CO No. 1 Phase 3A	\$20,413.00	0 days
CO No. 2 Time Extension	<u>\$0.00</u>	<u>25 days</u>
Revised Contract Amount	\$373,983.71	175 days

If approved, the total cost of the Park Connector Path Phase 2A & 3A project within Task Order No. 255 will remain at \$373,983.71 and the total contract time will be increased to 175 days.

Funding to Support the Park Connector Path Ph 2A & 3A project (Task Order No. 255) was provided by the General Fund, CDGB Fund and the Sales Tax Fund.



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Utilities

ITEM #8: Approve Change Order No. 3 - Florida Mango Utility Relocation (Edgewater Drive to Barbados Road) (Task Order No. 294) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - TCLM Enterprise, Inc.

SUMMARY: On January 13, 2022, the Village Council approved Task Order No. 294 with TCLM Enterprise, Inc. for construction services for the Florida Mango Utility Relocation (Edgewater to Barbados) Project for the amount of \$889,355.35.

The work to relocate the existing utilities promptly started and most of the work up to the L-8 Canal was completed by early fall of last year. The Village's contractor, TCLM Enterprise, Inc., was placed on hold until the County contractor, Ranger Construction, was able to complete the demolition and construction of the new bridge, which was held up by FPL, who had to relocate overhead powerlines in order for the bridge work to be performed. Once that was complete and safe access to the bridge construction zone was provided, TCLM was able to complete the final utility connections across the bridge and finish their contracted work.

Note: Delays associated with other utilities (AT&T, FPL, Comcast) having to relocate their services so the bridge work could commence added to the project being pushed out further than what was expected.

The Village's contracted engineer, Wantman Group, Inc., and the Utility department are requesting an amendment to the contract for Task Order No. 294 (Change Order No. 3) for **no change** in the contract price and to extend the project completion date by an additional 45 calendar days (total contract time from 180 days to 608 days).

FISCAL IMPACT:

If approved, the total cost of the Florida Mango Utility Relocation (Edgewater Drive to Barbados Road) Project within Task Order No. 294 will remain at \$671,547.21 and the total contract time will be increased to 608 days.

ATTACHMENTS:

1. Proposed Change Order No. 3 - TCLM Enterprise, Inc.
2. Revised Contract Time Chart
3. Executed Agreement - TCLM Enterprise, Inc.
4. Approved Change Order No. 1 - TCLM Enterprise, Inc.
5. Approved Change Order No. 2 - TCLM Enterprise, Inc.

Change Order No. 3

Date of Issuance: September 19, 2023

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 294

Contractor: TCLM Enterprise, Inc

Project Bid No. (ITB #): 2022B-001

Engineer: Wantman Group, Inc.

Engineer's Project No.: 3527.10

Project: FI Mango Utility Relocation (Edgewater to Barbados)

The Contract is modified as follows upon execution of this Change Order:

Description: *Contract Time Extension due to Bridge Construction Delays*Attachments: *TCLM letter requesting time extension*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>889,355.35</u>	Original Contract Times: 150 Days / 180 Days Substantial Completion: <u>July 14, 2022</u> Ready for Final Payment: <u>August 15, 2022</u> days / dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : \$ <u>217,808.14</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : Substantial Completion: <u>383 Days</u> Ready for Final Payment: <u>383 Days</u> days
Contract Price prior to this Change Order: \$ <u>671,547.21</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 1, 2023</u> Ready for Final Payment: <u>August 31, 2023</u> dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>45 Days</u> Ready for Final Payment: <u>45 Days</u> days
Contract Price incorporating this Change Order: \$ <u>671,547.21</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2023</u> Ready for Final Payment: <u>October 16, 2023</u> dates

RECOMMENDED:
By: Christopher J Holmes
Title: Sr. Project Manager
Date: 9/19/23

ACCEPTED:
By: [Signature]
Title: Village Manager
Date: 9/26/23

ACCEPTED:
By: [Signature]
Title: President
Date: 9/20/23

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



August 19, 2023

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

RE: Request for Contract Time Extension of 45 Calendar Days

Dear Walter:

Please accept this letter as TCLM Enterprise, Inc.'s request for a forty-five (45) calendar-day time extension on the Florida Mango Utility Relocation (Edgewater to Barbados) project. TCLM could not complete the contracted scope of work under the original contract duration due to bridge construction delays on the adjacent Palm Beach County Engineering and Public Works, Roadway Production Project No. 2015520. Once provided safe access to the bridge construction zone area, we completed our scope of work.

This delay was unanticipated and beyond our control, and we respectfully request your approval of our request for the 45-day extension of time.

Sincerely,

TCLM Enterprise, Inc.

Christina Love Basile

Christina Love Basile
President

REVISED CONTRACT TIME CHART

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add' l Days</u>
Original Contract Amount	\$889,355.35	180 days
CO #1 Time Extension	\$0.00	383 days
CO #2 Reconciliation	- \$217,808.14	0 days
CO #3 Time Extension	<u>\$0.00</u>	<u>45 days</u>
Revised Contract Amount	\$671,547.21	608 days

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
TCLM Enterprise, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Florida Mango Road Utility Relocation project between Edgewater Drive and Barbados Road

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by WGI.
- 3.02 The Owner has retained WGI ("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 150 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 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

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

1. Substantial Completion: Contractor shall pay Owner \$ 500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 200.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all 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	General Conditions	LS	1	25,300.00	25,300.00
2	Mobilization	LS	1	6,600.00	6,600.00
3	Maintenance of Traffic	LS	1	14,000.00	14,000.00
4	Aerial Crossing	LS	1	100,950.00	100,950.00
5	Remove Existing 8" WM	LF	2000	27.40	54,800.00
6	Connect T Existing 8" WM	EA	6	2,295.00	13,770.00
7	8" PVC WM	LF	2085	39.00	81,315.00
8	8" DIP WM	LF	55	222.25	12,223.75
9	8" DIP 45 Degree Fittings for WM	EA	30	633.00	18,990.00
10	8" DIP 90 Degree Fittings for WM	EA	1	606.00	606.00
11	8"x 8" Tee for WM	EA	7	838.00	5,866.00
12	8" Gate Valve for WM	EA	10	1,950.00	19,500.00
13	8" Cap Water Main	EA	1	387.00	387.00
14	2" Air Release Valve for WM	EA	1	6,075.00	6,075.00
15	Sample Points	EA	3	471.00	1,413.00
16	Remove Existing 24" FM	LF	118	12.70	1,498.60
17	Remove Existing 16" FM	LF	45	12.70	571.50
18	Remove Existing 10" FM	LF	35	12.70	444.50
19	Connect to Existing 24" FM	EA	1	6,700.00	6,700.00
20	24" PVC FM	LF	145	400.00	58,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
21	24" DIP FM	LF	43	1,370.00	58,910.00
22	24" DIP 45 Degree Fitting for FM	EA	10	5,770.00	57,700.00
23	24" x 16" Reducer for FM	EA	1	4,200.00	4,200.00
24	24" Gate Valve for FM	EA	1	20,082.00	20,082.00
25	16" PVC FM	LF	52	168.00	8,736.00
26	16" 45 Degree Fitting for FM	EA	2	2,820.00	5,640.00
27	16" x 10" Reducer for FM	EA	1	2,325.00	2,325.00
28	16" Gate Valve for FM	EA	1	7,040.00	7,040.00
29	10" PVC FM	LF	22	101.00	2,222.00
30	10" DIP 45 Degree Fitting for FM	EA	2	1,550.00	3,100.00
31	2" Aire Release Valve for FM	EA	1	6,400.00	6,400.00
32	Flowable Fill	CY	3	470.00	1,410.00
33	2" Poly Water Services	EA	15	1,467.00	22,005.00
34	Asphalt Conc. Friction Course (1.0") (Fc-9.5)	SF	18,350	3.20	58,720.00
35	Superpave Asphalt Conc. (1.5") (Sp-9.5)	SF	18,350	2.50	45,875.00
36	Conc Sidewalk 4" (Allowance)	SY	1,200	55.00	66,000.00
37	Conc Sidewalk/Driveways 6" (Allowance)	SY	700	65.00	45,500.00
38	Testing and Survey	LS	1	10,980.00	10,980.00
39	As-bults	LS	1	3,500.00	3,500.00
Total of All Unit Price Bid Items					\$859,355.35

Lump Sum Contingency Allowance	\$ 30,000.00
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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount, Unit Price Work, and Contingency (subject to final Unit Price adjustment) \$ 889,355.35.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 16, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).
 - 5. General Conditions (pages 1 to 72, inclusive).
 - 6. Supplementary Conditions (pages 1 to 10, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 20 sheets with the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers 1 to 2, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. None.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Indemnity

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it

will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

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

10.08 *Office of the Inspector General*

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

10.09 *Scrutinized Companies*

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

10.10 *Public Records*

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the Village to perform the service.
 - 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

10.11 Insurance

- A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
d. Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000

- d. Each Occurrence \$1,000,000
(Bodily Injury and Property Damage)
- 3. Automobile Liability under paragraph 6.03.D of the General Conditions:
 - a. Bodily Injury:
 - Each Person \$500,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Incident \$1,000,000
- 4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:
 - a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence \$1,000,000
- 5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:
 - a. Contractor's Pollution Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$1,000,000
- 6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
 - a. Village of Palm Springs

10.12 *Public Construction Bond*

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
 - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

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

10.13 *Audit by Village*

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.18 *Copyrights and/or Patent Rights*

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

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

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.

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SIGNATURE PAGE TO FOLLOW**

DRAWING SHEET INDEX

CIVIL ENGINEERING SHEET LIST	
Sheet Number	Sheet Title
C001	COVER
C002	GENERAL NOTES
C003	SUMMARY OF PAY ITEMS
CU100	UTILITY PLAN AND PROFILE
CU101	UTILITY PLAN AND PROFILE
CU102	UTILITY PLAN AND PROFILE
CU103	UTILITY PLAN AND PROFILE
CU104	CANAL CROSSING DETAIL
CU105	UTILITY LOCATION SHEET
C700	WASTEWATER DETAILS
C701	WASTEWATER DETAILS
C800	WATER DETAILS
C801	WATER DETAILS
C802	WATER DETAILS
STRUCTURAL ENGINEERING SHEET LIST	
Sheet Number	Sheet Title
S0.1	GENERAL NOTES
S1.0	PLAN
S1.1	ELEVATION
S2.0	PILE CAP DETAIL
S2.1	FAN GUARD FRONT DETAIL
S2.2	FAN GUARD SIDE DETAIL

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

This Agreement will be effective on 1/13/2022 which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR:

By:

Title: Pres.

Attest:

Title: Village Clerk

Approved
as to
Form:

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

13720 Hamlin Blvd.

West Palm Beach, FL 33412

License No.:

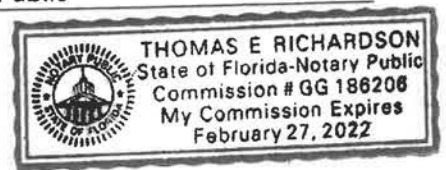
CGC046458
(where applicable)



Attest:

Title:

Notary Public



Change Order No. 1

Date of Issuance: April 20, 2023

Effective Date: 5/12/2023

Owner: Village of Palm Springs

Owner's Task Order No.: 294

Contractor: TCLM Enterprise, Inc.

Project Bid No. (ITB #): 2022B-001

Engineer: Wantman Group, Inc.

Engineer's Project No.: 3527.10

Project: FI Mango Utility Relocation (Edgewater to Barbados)

The Contract is modified as follows upon execution of this Change Order:

Description: *Project delays due to County work associated with the removal and construction of the new L-8 Canal bridge. All other utility relocation work up to the bridge has been completed. Delays were caused by waiting for other utility companies (AT&T, FPL, Comcast) to relocate their services so bridge work could be performed.*

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 889,355.35	Original Contract Times: 150 Days / 180 Days Substantial Completion: <u>July 14, 2022</u> Ready for Final Payment: <u>August 15, 2022</u> days / dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 Days</u> Ready for Final Payment: <u>0 Days</u> days
Contract Price prior to this Change Order: \$ 889,355.35	Contract Times prior to this Change Order: Substantial Completion: <u>July 14, 2022</u> Ready for Final Payment: <u>August 15, 2022</u> dates
[Increase] [Decrease] of this Change Order: \$ 0.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>383 Days</u> Ready for Final Payment: <u>383 Days</u> days
Contract Price incorporating this Change Order: \$ 889,355.35	Contract Times with all approved Change Orders: Substantial Completion: <u>August 1, 2023</u> Ready for Final Payment: <u>August 31, 2023</u> dates

RECOMMENDED:
By: Cheryl H. Dean
Wantman Group, Inc.
Title: Senior Project Manager
Date: 4/20/23

ACCEPTED:
By: [Signature]
Village of Palm Springs
Title: Mayor
Date: 5/11/2023

ACCEPTED:
By: [Signature]
TCLM Enterprise, Inc.
Title: President
Date: 4/21/2023

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Change Order No. 2

Date of Issuance: September 13, 2023

Effective Date: 9/19/2023

Owner: Village of Palm Springs

Owner's Task Order No.: 294

Contractor: TCLM Enterprise, Inc

Project Bid No. (ITB #): 2022B-001

Engineer: Wantman Group, Inc.

Engineer's Project No.: 3527.10

Project: FI Mango Utility Relocation (Edgewater to Barbados)

The Contract is modified as follows upon execution of this Change Order:

Description: *Final project reconciliation including replacing existing 8" WM gate valve with piping, N.I.C.*Attachments: *PCO #4 - Add'l work backup; Quantity reconciliation spreadsheet (TCLM); Reconciliation breakdown (VPS)*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: 150 Days / 180 Days
\$ <u>889,355.35</u>	Substantial Completion: <u>July 14, 2022</u>
	Ready for Final Payment: <u>August 15, 2022</u>
	days / dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :
\$ <u>0.00</u>	Substantial Completion: <u>383 Days</u>
	Ready for Final Payment: <u>383 Days</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>889,355.35</u>	Substantial Completion: <u>August 1, 2023</u>
	Ready for Final Payment: <u>August 31, 2023</u>
	dates
[Increase] <u>[Decrease]</u> of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>217,808.14</u>	Substantial Completion: <u>0 Days</u>
	Ready for Final Payment: <u>0 Days</u>
	days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>671,547.21</u>	Substantial Completion: <u>August 1, 2023</u>
	Ready for Final Payment: <u>August 31, 2023</u>
	dates

RECOMMENDED:
By: Ching H. Lee
Wantman Group, Inc.

ACCEPTED:
By: [Signature]
Village of Palm Springs

ACCEPTED:
By: [Signature]
TCLM Enterprise, Inc.

Title: Sr Project ManagerTitle: Village ManagerTitle: PresidentDate: 9/13/23Date: 9/19/2023Date: 9/14/2023

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____

Village of Palm Springs
Florida Mango Road Utility Relocation Project
VOPS Task Order No. 294
VOPS Purchase Order No. 74

Dated: 8/7/2023
Revision #1 8/28/2023

Prepared by:
TCLM Enterprise, Inc.
TCLM Project No. 22-1

FINAL QUANTITY RECONCILIATION CHANGE ORDER

Bid Item No.	Description	Original Contract Qty	Final Contract Qty	Reconciliation Qty Adjustment	Units	Unit Price	Final Contract Reconciliation Value Change
1	General Conditions	1	1		LS	\$25,300.00	
2	Mobilization	1	1		LS	\$6,600.00	
3	Maintenance of Traffic	1	1		LS	\$14,000.00	
4	Aerial Crossing	1	1		LS	\$100,950.00	
5	Remove Existing 8" Water Main	2000	2000		LF	\$27.40	
6	Connect To Existing 8" WM	6	6		EA	\$2,295.00	
7	8" PVC WM	2085	2085		LF	\$39.00	
8	8" DIP WM	55	55		LF	\$222.25	
9	8" DIP 45 Degree Fittings for WM	30	26	-4.00	EA	\$633.00	-\$2,532.00
10	8" Dip 90 Degree Fittings for WM	1	4	3.00	EA	\$606.00	\$1,818.00
11	8" x 8" Tee for WM	7	7		EA	\$838.00	
12	8" Gate Valve for WM	10	11	1.00	EA	\$1,950.00	\$1,950.00
13	8" Cap Water Main	1	2	1.00	EA	\$387.00	\$387.00
14	2" Air Release Valve for WM	1	1		EA	\$6,075.00	
15	Sample Points	3	6	3.00	EA	\$471.00	\$1,413.00
16	Remove Existing 24" FM	118	118		LF	\$12.70	
17	Remove Existing 16" FM	45	45		LF	\$12.70	
18	Remove Existing 10" FM	35	35		LF	\$12.70	
19	Connect to Existing 24" FM	1	2	1.00	EA	\$6,700.00	\$6,700.00
20	24" PVC FM	145		-145.00	LF	\$400.00	-\$58,000.00
21	24" DIP FM	43		-43.00	LF	\$1,370.00	-\$58,910.00
22	24" DIP 45 Degree Fitting for FM	10		-10.00	EA	\$5,770.00	-\$57,700.00
23	24" x 16" Reducer for FM	1	1		EA	\$4,200.00	
24	24" Gate Valve for FM	1		-1.00	EA	\$20,082.00	-\$20,082.00
25	16" PVC FM	52	130	78.00	LF	\$168.00	\$13,104.00
NEW 25A	16" DIP FM		55	55	LF	\$1,370.00	\$75,350.00
NEW 25B	16" 90 Degree Fitting for FM		2	2	EA	\$3,650.00	\$7,300.00
VALVE	Pending Release #3 R&R 8" GV & 8 LF 8" C900 Pipe		1	1	LS	\$4,655.72	\$4,655.72
26	16" 45 Degree Fitting for FM	2	11	9	EA	\$2,820.00	\$25,380.00
27	16" x 10" Reducer for FM	1	1		EA	\$2,325.00	
28	16" Gate Valve for FM	1	2	1	EA	\$7,040.00	\$7,040.00
29	10" PVC FM	22		-22	LF	\$101.00	-\$2,222.00
30	10" DIP 45 Degree Fitting for FM	2		-2	EA	\$1,550.00	-\$3,100.00
31	2" Air Release Valve for FM	1	1		EA	\$6,400.00	
32	Flowable Fill	3		-3	CY	\$470.00	-\$1,410.00
33	2" Poly Water Services	15	11	-4	EA	\$1,467.00	-\$5,868.00
34	Asphalt Conc Friction Course (1.0")(Fc-9.5)	18350	5005	-13345	SF	\$3.20	-\$42,704.00
35	Superpave Asphalt Conc (1.5")(Sp-9.5)	18350		-18350	SF	\$2.50	-\$45,875.00
36	Concrete Sidewalk 4" (Allowance)	1200	545	-655	SY	\$55.00	-\$36,025.00
37	Concrete Sidewalk/Driveways 6" (Allowance)	700	312	-388	SY	\$65.00	-\$25,220.00
38	Testing and Survey	1	1		LS	\$10,980.00	
39	As-builts	1	1		LS	\$3,500.00	
	Contingency Allowance	1	\$0.89	-0.108595333	LS	\$30,000.00	-\$3,257.86
3/31/2022	Allowance Release #1 (2) FH Assys				LS	\$11,992.76	
7/29/2022	Allowance Release #2 Wtr Srvc Mtl VOPS Purchase				LS	\$6,365.43	
8/3/2023	Pending Release #3 Support & Protect Comcast Box				LS	\$2,950.87	
8/7/2023	Pending Release #3 R&R Fence & Landscape				LS	\$5,433.08	
	TOTAL:						-\$217,808.14



Item	Description	Quantity	Unit	Unit Labor	Labor Cost	Unit Mat'l	Material Cost	Unit Vendor	Vendor Cost	Amount	Totals	Comments
<u>Project Reconciliation Breakdown</u>												
1	<u>Contract Amount</u>											
2	Project Contract Amount	1	LS		0		0	889,355.35	\$889,355.35	\$889,355.35	\$889,355.35	Original Contract
3												
4	<u>Proposed Change Orders</u>											
5	PCO #4: 16" DIP FM	55	EA		0		0	1,370.00	\$75,350.00	\$75,350.00		
6	PCO #4: 16" 90° Fitting for FM	2	EA		0		0	3,650.00	\$7,300.00	\$7,300.00		
7	PCO #4: Remove, Replace Existing 8" Gate Valve	1	LS		0		0	4,655.72	\$4,655.72	\$4,655.72		
8												
9	SUBTOTAL									\$87,305.72		Total Contract Adds
10	<u>Reconciliation Amounts</u>											
11	8" DIP 45 Degree Fittings for WM	(4)	EA		0		0	633.00	(\$2,532.00)	(\$2,532.00)		
12	8" Dip 90 Degree Fittings for WM	3	EA		0		0	606.00	\$1,818.00	\$1,818.00		
13	8" Gate Valve for WM	1	EA		0		0	1,950.00	\$1,950.00	\$1,950.00		
14	8" Cap Water Main	1	EA		0		0	387.00	\$387.00	\$387.00		
15	Sample Points	3	EA		0		0	471.00	\$1,413.00	\$1,413.00		
16	Connect to Existing 24" FM	1	EA		0		0	6,700.00	\$6,700.00	\$6,700.00		
17	24" PVC FM	(145)	LF		0		0	400.00	(\$58,000.00)	(\$58,000.00)		
18	24" DIP FM	(43)	LF		0		0	1,370.00	(\$58,910.00)	(\$58,910.00)		
19	24" DIP 45 Degree Fitting for FM	(10)	EA		0		0	5,770.00	(\$57,700.00)	(\$57,700.00)		
20	24" Gate Valve for FM	(1)	EA		0		0	20,082.00	(\$20,082.00)	(\$20,082.00)		
21	16" PVC FM	78	LF		0		0	168.00	\$13,104.00	\$13,104.00		
22	16" 45 Degree Fitting for FM	9	EA		0		0	2,820.00	\$25,380.00	\$25,380.00		
23	16" Gate Valve for FM	1	EA		0		0	7,040.00	\$7,040.00	\$7,040.00		
24	10" PVC FM	(22)	LF		0		0	101.00	(\$2,222.00)	(\$2,222.00)		
25	10" DIP 45 Degree Fitting for FM	(2)	EA		0		0	1,550.00	(\$3,100.00)	(\$3,100.00)		
26	Flowable Fill	(3)	CY		0		0	470.00	(\$1,410.00)	(\$1,410.00)		
27	2" Poly Water Services	(4)	EA		0		0	1,467.00	(\$5,868.00)	(\$5,868.00)		
28	Asphalt Conc Friction Course (1.0") (Fc-9.5)	(13,345)	SF		0		0	3.20	(\$42,704.00)	(\$42,704.00)		
29	Superpave Asphalt Conc (1.5") (Sp-9.5)	(18,350)	SF		0		0	2.50	(\$45,875.00)	(\$45,875.00)		
30	Concrete Sidewalk 4" (Allowance)	(655)	SY		0		0	55.00	(\$36,025.00)	(\$36,025.00)		
31	Concrete Sidewalk/Driveways 6" (Allowance)	(388)	SY		0		0	65.00	(\$25,220.00)	(\$25,220.00)		
32	Contingency Allowance	(1)	LS		0		0	3,257.86	(\$3,257.86)	(\$3,257.86)		
33												Total Contract Deducts
34												
35	TOTAL											Net Reconciliation Amount
36												
37	Total Cost				\$0.00		\$0.00		\$671,547.21	\$671,547.21	\$671,547.21	New Contract Amount



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Public Works

ITEM #9: Approve Design Work for Greenbrier Drive Gateway Entrance Improvements (Task Order No. 315) - Work Authorization CM-S03 - Public Works Department (FY 2024 Budget - General Fund) - Chen Moore and Associates.

SUMMARY: The Public Works Department is requesting approval of Work Authorization CM-S03 with Chen Moore & Associates (Chen-Moore) for professional engineering services (i.e., design and bidding services) for the Greenbrier Drive Gateway Entrance Project Phase 2 (Task Order No. 315). If approved, this proposed project/improvements would be the initial project within the Village to provide an enhanced look at the entrance of the historic Village while also providing an opportunity to continue the Village's branding efforts. Phase 1 was completed in September 2023.

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks to design the Greenbrier Drive Gateway Entrance project to be completed by Chen-Moore, the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

The proposed design work will take approximately ten (10) months from the date the Work Authorization is authorized to Chen-Moore. This Fiscal Year, construction is projected to begin.

Staff recommends approval of the proposed Work Authorization CM-S03 (Task Order No. 315) with Chen-Moore in the Not-to-Exceed amount of \$62,129 for professional engineering services related to the Greenbrier Drive Gateway Improvements in FY24.

The proposed work authorization has been prepared by Chen-Moore and reviewed by the Village Attorney, the Assistant Public Works Director, the Assistant Village Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the proposed work authorization is available within the FY 2024 Budget. Public Work- Improvement Other Than Buildings (01441-56300)

ATTACHMENTS:

1. Chen Moore Greenbrier Drive Gateway Entrance (Phase 2)
2. Chen Moore Greenbrier Drive Gateway Entrance Project Request Form (Task Order No. 314)
3. Proposed Tasks and Associated Costs
4. Chen Moore Greenbrier Drive Gateway Entrance (Phase 1)



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: January 27, 2023

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S03 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 315 G/L CODE: 01441-56300

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: _____

PROJECT TITLE: Greenbrier Drive Gateway Entrance - Phase 2

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs ("VILLAGE"), and Chen Moore and Associates ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Chen Moore and Associates (CMA) is pleased to submit the attached of Scope of Services to provide design services for the "Signature Gateway Entrance" at Greenbrier Drive and SR 807/ S. Congress Avenue. These improvements will consist of roadway grading, drainage, sidewalk, striping at the intersections, associated signage leading up to the intersection, landscape architecture and irrigation plans.

II. SCOPE OF SERVICES

Service through a 90% design level will be performed under a separate authorization. This authorization includes services past the 90% design level through construction. The following is a description of the services to be provided under this Task Order.

TASK 1 – DATA COLLECTION

Prior to engaging in construction documents, the CONSULTANT will perform field investigations of site conditions including geotechnical engineering services. The CONSULTANT will also perform a preliminary site visit to examine existing conditions and determine any changes since the 90% design plan production and evaluate 90% design.

For the geotechnical evaluation, the subconsultant H2R will perform two (2) pavement cores and two (2) standard penetration test (SPT) borings to a depth of 10-ft. A geotechnical report will be provided that will document the findings and provide infiltration rates, recommendations for bedding and backfill, and recommendations for restoration.

Once the CONSULTANT has reviewed available drawings and field investigation documentation, a technical memorandum will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss moving to 100% Design.

TASK 2 – 100% DESIGN

Once the VILLAGE staff review of the Task 1 submittal is complete, the CONSULTANT will prepare final 100% design plans and biddable contract documents. Below is a description of the proposed sheets for the final submittal:

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. GATEWAY INTERSECTION PLANS - PLAN VIEW (2 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. PAVING, GRADING AND DRAINAGE – PROFILE (2 sheets at 1" = 20')
7. LIGHTING PLANS
8. SIGNAGE PLANS
9. LANDSCAPE PLANS – PLAN VIEW (4 sheets at 1" = 20')
10. IRRIGATION PLANS – PLAN VIEW (4 sheets at 1" = 20')
11. DETAILS (6 sheets)

The 100% design submittal will also include technical specifications and an updated estimate of probable construction cost. The final submittal will include a review of the standard contract documents from the VILLAGE and a Bid Form to be used for bidding.

TASK 3 – PERMITTING

Once the 90% plans have been completed a pre-application meeting will be scheduled with the SFWMD, LWDD, and FDOT to review the potential changes to the drainage and roadway. A draft permit application will be submitted to applicable entities. The CONSULTANT will prepare drainage calculations and coordinate responses to questions from the permit reviewers and procure the permit prior to finalizing construction documents and the bid services are started.

TASK 4 – BID AND AWARD

The CONSULTANT will provide support for the Bid and Award process to the VILLAGE. The CONSULTANT will prepare an agenda and host a Pre-Bid Meeting to introduce Contractors to the project and discuss key elements of the work. For the purposes of estimating the level of effort, the CONSULTANT will prepare up to two (2) addenda and provide responses to as many as twenty (20) bidder questions, if necessary. Once the bids are received, the CONSULTANT will provide a formal review of the bid submittals and prepare a recommendation to award letter.

TASK 5 – CONSTRUCTION SERVICES

The CONSULTANT will provide construction administration support and field inspections to facilitate the construction effort for the project. The CONSULTANT will facilitate a Pre-Construction Meeting with the selected contractor and will review up to 25 construction submittals and 10 Requests For Information (RFI). The CONSULTANT will coordinate progress meetings every two (2) weeks throughout the construction duration and will provide 10 hours a week of routine progress inspections during the field-oriented construction effort. Daily reports will be prepared to document each day of field inspection. The CONSULTANT will provide a review of each pay application from the Contractor and will facilitate the substantial and final completion walk-through. For the purposes of estimating the level of effort, it is assumed that the construction schedule will be approximately 5 months with 2 months of that time being administrative and 3 months being field work. All testing will be performed by a third-party consultant hired by the contractor.

III. DELIVERABLES

- Task 1 – Data Collection Memorandum (1 digital copy)
- Task 2 – 100% Design (2 hard copies: Plans = 11"x17" & 1 digital copy)
- Task 3 – Permits
- Task 4 – Letter of Recommendation for Bid Award
- Task 5 – Construction Observation Reports

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
TASK 1 – DATA COLLECTION	30	30
TASK 2 – 100% DESIGN	60	90
TASK 3 – PERMITTING	60	150
TASK 4 – BID AND AWARD	30	180
TASK 5 – CONSTRUCTION SERVICES	150	330

* The schedule is based upon the Authority of Jurisdiction (AOJ) conducting a review within 14 calendar days after the AOJ receives the design submittal. All review comments being provided to CONSULTANT within 14 calendar days after the AOJ receives the submittal. An adjustment to the overall schedule will be required in the event the review takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of **\$62,129** as outlined in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
Task 1 – Data Collection	\$9,359
Task 2 – 100% Design	\$16,220
Task 3 – Permitting	\$5,220
Task 4 – Bid and Award	\$6,240
Task 5 – Construction Services	\$25,090
TOTAL	\$62,129

VI. ASSUMPTIONS

- *It is assumed that the design up to 90% will be requested under a separate work authorization.*
- *It is assumed that the VILLAGE will provide payment for the permit fees.*
- *It is assumed that no additional building department, right of way or other types of permits will be required.*
- *It is assumed that no water or sewer design or construction will be necessary.*
- *It is assumed that that bidding will be advertised by the VILLAGE. One (1) meeting will be held. Any additional meetings shall result in a fee for additional services. The VILLAGE shall assist the CONSULTANT in the scheduling and location of the bid meeting.*
- *It is assumed that these areas currently have irrigation. The VILLAGE shall provide as much information regarding the existing system and POC as possible in order for CMA to prepare a modified irrigation design for the areas of impact.*
- *It is assumed that the construction duration will be 150 days with only 90 onsite work that requires daily inspections.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By:  _____

Print Name: Jason McClair

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

Village of Palm Springs - Greenbrier Drive Gateway -Phase 2

Hourly Rate	Subconsultant	Professional Staffing								Principal	Total
	Costs	Landscape Designer	Sr Landscape Architect	Senior CAD Technician	Senior Const Spec Engineer	Associate Engineer	Project Engineer	Senior Project Manager	Project Director		
		\$110.00	\$140.00	\$90.00	\$125.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00	
TASK 1 – DATA COLLECTION											
1.1 Geotechnical Evaluation & Coordination	\$7,019.46										\$7,019
1.2 Site Visit											\$1,170
1.3 Progress Meeting with Village											\$1,170
Task 1 Total	\$7,019	\$440	\$560	\$0	\$0	\$0	\$0	\$620	\$720	\$0	\$9,359
TASK 2 – 100% DESIGN											
2.1 Cover Sheet											\$510
2.2 General Notes											\$1,140
2.3 Key Sheet / Survey Control											\$420
2.4 Paving, Grading and Drainage Plan/Profile (3 sheets)											\$2,620
2.5 Paving, Grading and Drainage Plan Only (1 sheets)											\$1,050
2.6 Details (3 sheets)											\$1,770
2.7 Landscape Plans											\$580
2.8 Irrigation Plans											\$580
2.9 Signing & Pavement Marking Plans											\$660
2.10 Lighting Plans											\$360
2.11 Technical Specifications											\$4,250
2.12 Cost Estimate											\$1,020
2.13 Progress Meeting											\$1,260
Task 2 Total	\$0	\$1,870	\$840	\$810	\$250	\$0	\$6,240	\$0	\$4,320	\$1,890	\$16,220
TASK 3 – PERMITTING											
3.1 SFWMD											\$1,740
3.2 LWDD											\$1,740
3.3 FDOT											\$1,740
Task 3 Total	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600	\$0	\$1,620	\$0	\$5,220
TASK 4 – BID AND AWARD											
4.1 Pre-Bid Meeting											\$1,560
4.2 Respond to Questions/Addendums											\$3,120
4.3 Bid Analysis											\$1,560
Task 4 Total		\$1,760	\$1,120	\$0	\$0	\$0	\$1,920	\$0	\$1,440	\$0	\$6,240
TASK 5 – CONSTRUCTION SERVICES											
5.1 Pre-Construction Meeting											\$1,570
5.2 Review Submittals											\$3,020
5.3 Respond to RFIs											\$3,180
5.4 Attend Progress Meetings (12)											\$4,240
5.5 Review Pay Applications (6)											\$1,830
5.6 Routine Progress Inspections (1 Hour/Day Typ.)											\$8,310
5.7 Substantial Completion											\$2,080
5.8 Final Completion											\$860
Task 5 Total		\$2,200	\$980	\$0	\$9,250	\$0	\$4,920	\$0	\$7,740	\$0	\$25,090
TOTAL											



VILLAGE OF PALM SPRINGS PROJECT REQUEST FORM

TASK # **315**

Project Name: Greenbrier Dr Gateway Entrance
Department: Public Works
Location: Greenbrier Dr & Congress Ave

Project Manager: Timothy Crespo
Plan Date: 2/1/23
Date Approved:

DESCRIPTION / JUSTIFICATION:

This is to improve the entrance way at North & South side of Greenbrier Dr & Congress Ave. We will be enhancing the look of the entrance as well as the middle island.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing, soil testing, permitting, survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	50,000.00	62,129.00					\$ 112,129.00
Construction							\$ 0.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 50,000.00	\$ 62,129.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 112,129.00

SOURCES OF FUNDS:	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
General Fund Revenue CY	50,000.00	62,129.00					\$ 112,129.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							\$ 0.00
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)							\$ 0.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 50,000.00	\$ 62,129.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
Additional Revenues							0.00
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							0.00
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	(\$ 62,129.00)

Department Head_____
Date

<u>Work to be Completed</u>	<u>Total</u>
Data Collection	\$ 9,359
100% Design	\$16,220
Permitting	\$ 5,220
Bid and Award	\$ 6,240
Construction Services	<u>\$25,090</u>
TOTAL	\$62,129



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: January 27, 2023

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S03 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 315 G/L CODE: 01441-56300

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: _____

PROJECT TITLE: Greenbrier Drive Gateway Entrance - Phase 1

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs ("VILLAGE"), and Chen Moore and Associates ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Chen Moore and Associates (CMA) is pleased to submit the attached of Scope of Services to provide design services for the "Signature Gateway Entrance" at Greenbrier Drive and SR 807/ S. Congress Avenue. These improvements will consist roadway grading, drainage, sidewalk, striping at the intersections, associated signage leading up to the intersection, landscape architecture and irrigation plans.

II. SCOPE OF SERVICES

This authorization includes professional services through a 90% design level. The following is a description of the services to be provided under this Task Order.

TASK 1 – DATA COLLECTION

Prior to engaging in detailed design, the CONSULTANT will perform field investigations of site conditions including detailed boundary and topographic survey, and subsurface utility engineering. The data collection task will also include an effort by the CONSULTANT to contact existing utility owners to determine the size and location of any potential utility conflicts. The CONSULTANT will also perform an initial site visit to examine existing conditions and determine potential conflicts.

For the boundary and topographic survey, the sub-consultant ENGENUITY will provide right of way limits, spot elevations at a 50-ft grid, location and elevation of edge of pavement for roadway, sidewalk and private driveways at regular intervals, location, size, depth and invert of sanitary and stormwater infrastructure, location and description of all above ground features, including fire hydrants, valves, meters, mailboxes, trees, lights, irrigation equipment (POC, controller, and pump if not potable) and signs.

For the subsurface utility engineering investigation, the subconsultant Ritzel-Mason will initiate a sunshine one design ticket to identify potential utilities in the project area. Perform up to eight (8) test holes to identify the size, material, location, and depth of existing utilities as identified by the CONSULTANT for potential conflicts with the proposed stormwater infrastructure.

Once the CONSULTANT has reviewed all available record drawings and field investigation documentation, a technical memorandum and conceptual diagram will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss the traffic circle and gateway entrance design.

TASK 2 – CONCEPTUAL DESIGN

Once Task 1 is completed, the CONSULTANT will prepare conceptual plans for the Gateway Entrance at Greenbrier Drive and S. Congress Ave (SR 807). This includes new signature entrance sign, decorative lighting options, landscape design within medians and surrounding monument signs in the adjacent parks. Additionally, at Greenbrier Drive and Davis Road a traffic circle will be designed. Once the conceptual designs are complete, CMA shall conduct a meeting with the VILLAGE to review the conceptual designs and obtain feedback. Below is a description of the proposed conceptual designs/exhibits that will be prepared

1. Up to two (2) conceptual designs for the signature entrance sign used within/around the Davis Rd./Greenbrier Dr.
2. Up to two (2) concepts for the monument signs used within the green spaces flanking Greenbrier Dr./S. Congress Ave.
3. Up to two (2) concepts for decorative lighting
4. Up to two (2) concepts for landscape designs at each of the named intersections
5. One (1) plot of intersection designs
6. One (1) meeting with the VILLAGE to review the conceptual design/exhibits. Any feedback from this meeting will be incorporated into the concepts. (Up to one (1) round of revisions of the conceptual designs are included in this scope.)

TASK 4 – 90% DESIGN

Once Task 3 is completed, the CONSULTANT will prepare 90% design plans and related contract documents. Only plan views will be prepared for this deliverable. For future construction documents, profile views will be prepared on a separate sheet if underground work is proposed. Below is a description of the proposed sheets for the 90% submittal:

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
5. LIGHTING PLANS
6. SIGNAGE DESIGN PLANS
7. LANDSCAPE PLANS – PLAN VIEW (4 sheets at 1" = 20')
8. IRRIGATION PLANS – PLAN VIEW (4 sheets at 1" = 20')
9. DETAILS (6 sheets)

The 90% design submittal will also include table of contents for technical specifications and an estimate of probable construction cost. Written comments/feedback shall be provided by the VILLAGE to the CONSULTANT prior to proceeding to the next task.

III. DELIVERABLES

Task 1 – Data Collection Memorandum and S&S Survey (1 digital copy)

Task 2 – Conceptual Design

Task 3 – 90% Design (2 hard copies: Plans = 11"x17" & 1 digital copy)

Task 4 – Reimbursable

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 1 – Data Collection	90	90
Task 2 – Conceptual Design	60	150
Task 3 – 90% Design	60	210
Task 4 – Reimbursable	NA	NA

* The schedule is based upon conducting a review meeting within 14 calendar days after the VILLAGE receives the design submittal. All review comments shall be provided to CONSULTANT within 14 calendar days after the VILLAGE receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of **\$47,942** as outlined in Table 2 and further detailed in Attachment A.

**Table 2
Budget Summary**

Description	Total
Task 1 – Data Collection	\$13,632
Task 2 – Conceptual Design	\$16,810
Task 3 – 90% Design	\$16,700
Task 4 – Reimbursable	\$800
TOTAL	\$47,942

VI. **ASSUMPTIONS**

- *It is assumed that the no permits will be part of this phase.*
- *It is assumed that no water or sewer design or construction will be necessary. Limited adjustment of valve boxes and fire hydrant locations will be included.*

- *It is assumed that that public outreach will be advertised by the VILLAGE. One (1) meeting will be held. The VILLAGE will secure the location of the meeting. Any additional meetings shall result in a fee for additional services. The VILLAGE shall schedule and coordinate the public outreach meeting.*
- *It is assumed that the construction documents will be requested under a separate work authorization.*
- *It is assumed that the construction phase services will be requested under a separate work authorization.*
- *It is assumed that these areas currently have irrigation. The VILLAGE shall provide as much information regarding the existing system and POC as possible in order for CMA to prepare a modified irrigation design for the areas of impact.*
- *It is assumed that the structural design of the monument sign will be completed during the building department, permit phase. Those permits will be based on submittals submitted by the VILLAGE's selected contractor.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By: 

Print Name: Jason McClair

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT A - FEE PROPOSAL

Village of Palm Springs - Greenbrier Drive Gateway - Phase 1

Chen Moore and Associates Project # P21.471

Hourly Rate	Subconsultant										Total
	Costs	Landscape	Sr Landscape	Senior CAD	Senior	Associate	Project	Senior Project	Project	Principal	
	Designer	Architect	Technician	Designer	Engineer	Engineer	Engineer	Manager	Director		
	\$110.00	\$140.00	\$90.00	\$120.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00		
TASK 1 – DATA COLLECTION											
1.1 Survey Collection & Coordination	\$3,926.00										\$3,926
1.2 Subsurface Utility Engineering & Investigation	\$4,556.00										\$4,556
1.3 Site Visit		3	2				3		2		\$1,330
1.4 Field Investigation Tech Memo / Conceptual Diagram		12	4				4		2		\$2,720
1.5 Progress Meeting with Village		2	2				2		2		\$1,100
Task 1 Total	\$8,482	\$1,870	\$1,120	\$0	\$0	\$0	\$1,080	\$0	\$1,080	\$0	\$13,632
TASK 2 – CONCEPTUAL DESIGN											
2.1 Signature Entrance Conceptuals (2)		18	6								\$2,820
2.2 Monumental Signs (2)		12	6								\$2,160
2.3 Lighting Conceptual (2)		6	2								\$940
2.4 Landscape Architecture Conceptuals (2)		12	4								\$1,880
2.5 Signature Entrance Roll Plot				2			6		1		\$1,080
2.6 Meeting Exhibits		2	1	4			4		1		\$1,380
2.7 Presentation Materials		15	12	4							\$3,690
2.8 Progress Meeting with Village		2	2				2		2		\$1,100
2.9 Village Council Meeting			4				4		4		\$1,760
Task 2 Total	\$0	\$7,370	\$5,180	\$900	\$0	\$0	\$1,920	\$0	\$1,440	\$0	\$16,810
TASK 3 – 90% DESIGN											
3.1 Cover Sheet				1			2		1		\$510
3.2 General Notes				1			2		1	1	\$720
3.3 Key Sheet / Survey Control							2		1		\$420
3.4 Paving, Grading and Drainage Plan(3 sheets)				8	6		24		4	1	\$5,250
3.5 Details (3 sheets)		2	1	4			14		4	1	\$3,330
3.6 Landscape Plans		8	6								\$1,720
3.7 Irrigation Plans		6	4								\$1,220
3.8 Signing & Pavement Marking Plans							5		1		\$780
3.9 Lighting Plans		3	1								\$470
3.10 Cost Estimate		2	1				4		1		\$1,020
3.11 Progress Meeting							4		2	2	\$1,260
Task 3 Total	\$0	\$2,310	\$1,820	\$1,260	\$720	\$0	\$6,840	\$0	\$2,700	\$1,050	\$16,700
											Total per Task
TASK 1 – DATA COLLECTION											\$13,632
TASK 2 – CONCEPTUAL DESIGN											\$16,810
TASK 3 – 90% DESIGN											\$16,700
TASK 4 – REIMBURSABLES											\$800
TOTAL											\$47,942



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Administration

ITEM #10: Reappointment to Palm Springs Community Redevelopment Agency (CRA) Board - Fabiana DesRosiers (Congress Avenue District)

SUMMARY: Community Redevelopment Agency (CRA) Board member Dr. Fabiana DesRosiers' term will expire on November 21, 2023. She wants to be reappointed to the Palm Springs Community Redevelopment Agency (CRA) Board.

Village Code of Ordinances Section 35-4(c) states that any person may be appointed as a Board Member if they reside or are engaged in business. Owning a business means practicing a profession or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged within the boundaries of the district and Community Redevelopment Area.

Dr. DesRosier is the CEO of the Hispanic Human Resources Council, Inc., located within the Congress Avenue District. She is eligible to serve as a member of the Palm Springs CRA. If approved, Dr. DesRosiers would serve a four (4) year term expiring on November 21, 2027.

FISCAL IMPACT:

There is no fiscal impact to the Village.

ATTACHMENTS:

1. Dr. Fabiana DesRosiers' Application is Available Upon Request

A copy of the **Dr. DesRosiers'**
application is on file in the
Village Clerk's Office.

**Available
Upon
Request**



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Public Works

ITEM #11: Approve Greenbrier Drive and Davis Road Intersection Improvements (Task Order No. 314) - Work Authorization CM-S03 - Professional Engineering Services - Public Works Department (FY 2024 Budget - General Fund) - Chen Moore & Associates

SUMMARY: The Public Works Department requests approval of Work Authorization CM-S03 with Chen Moore & Associates (Chen-Moore) for professional engineering services (i.e., design and bidding services) for Greenbrier Drive and Davis Road Intersection Improvement Project Phase 2 (Task Order No. 314). Greenbrier Drive and Davis Road Intersection have been identified for improvements that will enhance traffic and pedestrian safety as well as improve the aesthetic features and characteristics of the Village. The proposed improvements would be the initial project within the Village to provide additional vehicular and pedestrian safety opportunities within our residential community while also providing an opportunity to continue the Village's branding efforts. Phase 1 was completed in September 2023.

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks to design the Greenbrier Drive and Davis Road Intersection Improvements project to be completed by Chen-Moore & Associates, the Village's contracted engineering firm. The tasks and associated costs for the professional engineering services to complete this project are as follows:

The suggested design work is estimated to take about ten (10) months from the date the Work Authorization is authorized to Chen-Moore & Associates. Construction is expected to begin this Fiscal Year.

The staff recommends approval of the proposed Work Authorization CM-S03 (Task Order No. 314) with Chen-Moore & Associates for an amount not to exceed \$59,839 for professional engineering services related to the Greenbrier Drive and Davis Road Intersection Improvements for FY 2024.

Chen-Moore & Associates prepared the proposed work authorization, which was reviewed by the Village Attorney, Assistant Public Works Director, Assistant Village Manager, and Finance Director.

FISCAL IMPACT:

Funding to support the proposed work authorization is available within the FY 24 Budget Public Works - Improvements Other Than Buildings (01441-56300).

ATTACHMENTS:

1. Chen Moore Greenbrier Drive and Davis Road Improvement (Phase 1) - Signed
2. Chen Moore Greenbrier Drive and Davis Road Improvement (Phase 2) - Signed

3. Project Request Form Greenbrier Drive & Davis Road
4. Proposed Tasks and Associated Costs



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: January 27, 2023

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S03 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 314 G/L CODE: 01441-56300

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: _____

PROJECT TITLE: Greenbrier Drive and Davis Road Improvements- Phase 1

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs ("VILLAGE"), and Chen Moore and Associates ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

This proposal includes the design of roadway improvements at each of the intersections mentioned above. These improvements will consist of roadway grading, drainage, sidewalk, striping at the intersections, associated signage leading up to the intersection, landscape architecture and irrigation plans.

II. SCOPE OF SERVICES

This authorization includes professional services through a 90% design level. The following is a description of the services to be provided under this Task Order.

TASK 1 – DATA COLLECTION

Prior to engaging in detailed design, the CONSULTANT will perform field investigations of site conditions including detailed boundary and topographic survey, and subsurface utility engineering. The data collection task will also include an effort by the CONSULTANT to contact existing utility owners to determine the size and location of any potential utility conflicts. The CONSULTANT will also perform an initial site visit to examine existing conditions and determine potential conflicts.

For the boundary and topographic survey, the sub-consultant ENGENUITY will provide
WORK AUTHORIZATION NO. CM-S03

right of way limits, spot elevations at a 50-ft grid, location and elevation of edge of pavement for roadway, sidewalk and private driveways at regular intervals, location, size, depth and invert of sanitary and stormwater infrastructure, location and description of all above ground features, including fire hydrants, valves, meters, mailboxes, trees, lights, irrigation equipment (POC, controller, and pump if not potable) and signs.

For the subsurface utility engineering investigation, the subconsultant Ritzel-Mason will initiate a sunshine one design ticket to identify potential utilities in the project area. Perform up to eight (8) test holes to identify the size, material, location, and depth of existing utilities as identified by the CONSULTANT for potential conflicts with the proposed stormwater infrastructure.

Once the CONSULTANT has reviewed all available record drawings and field investigation documentation, a technical memorandum and conceptual diagram will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss the traffic circle and gateway entrance design.

TASK 2 – CONCEPTUAL DESIGN

Once Task 1 is completed, the CONSULTANT will prepare conceptual plans for the Gateway Entrance at Greenbrier Drive and S. Congress Ave (SR 807). This includes new signature entrance sign, decorative lighting options, landscape design within medians and surrounding monument signs in the adjacent parks. Additionally, at Greenbrier Drive and Davis Road a traffic circle will be designed. Once the conceptual designs are complete, CMA shall conduct a meeting with the VILLAGE to review the conceptual designs and obtain feedback. Below is a description of the proposed conceptual designs/exhibits that will be prepared

1. Up to two (2) conceptual designs for the intersection used within/around the Davis Rd./Greenbrier Dr.
2. Up to two (2) concepts for the monument signs used within the green spaces flanking Greenbrier Dr./S. Congress Ave.
3. Up to two (2) concepts for decorative lighting
4. Up to two (2) concepts for landscape designs at each of the named intersections
5. One (1) plot of the intersection designs
6. One (1) meeting with the VILLAGE to review the conceptual design/exhibits. Any feedback from this meeting will be incorporated into the concepts. (Up to one (1) round of revisions of the conceptual designs are included in this scope.)
7. Preparation of presentation materials for the VILLAGE. This may include image boards, material boards, PowerPoint Presentation, photographs, renderings, etc.
8. Attendance of up to one (1) Village Council meeting – the purpose of which shall be to present the public feedback on the conceptual designs and receive approval and

direction to move forward with the Task 3, 90% Design.

TASK 3 – 90% DESIGN

Once Task 3 is completed, the CONSULTANT will prepare 90% design plans and related contract documents. Only plan views will be prepared for this deliverable. For future construction documents, profile views will be prepared on a separate sheet if underground work is proposed. Below is a description of the proposed sheets for the 90% submittal:

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
5. LIGHTING PLANS
6. SIGNAGE DESIGN PLANS
7. LANDSCAPE PLANS – PLAN VIEW (4 sheets at 1" = 20')
8. IRRIGATION PLANS – PLAN VIEW (4 sheets at 1" = 20')
9. DETAILS (6 sheets)

The 90% design submittal will also include table of contents for technical specifications and an estimate of probable construction cost. Written comments/feedback shall be provided by the VILLAGE to the CONSULTANT prior to proceeding to the next task.

III. DELIVERABLES

Task 1 – Data Collection Memorandum and S&S Survey (1 digital copy)

Task 2 – Conceptual Design

Task 3 – 90% Design (2 hard copies: Plans = 11"x17" & 1 digital copy)

Task 4 – Reimbursable

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 1 – Data Collection	90	90
Task 2 – Conceptual Design	60	150
Task 3 – 90% Design	60	210
Task 4 – Reimbursable	NA	NA

* The schedule is based upon conducting a review meeting within 14 calendar days after the VILLAGE receives the design submittal. All review comments shall be provided to CONSULTANT within 14 calendar days after the VILLAGE receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of **\$40,280** as outlined in Table 2 and further detailed in Attachment A.

**Table 2
Budget Summary**

Description	Total
Task 1 – Data Collection	\$11,360
Task 2 – Conceptual Design	\$12,570
Task 4 – 90% Design	\$15,550
Task 5 – Reimbursable	\$800
TOTAL	\$40,280

VI. **ASSUMPTIONS**

- *It is assumed that the no permits will be part of this phase.*
- *It is assumed that no water or sewer design or construction will be necessary. Limited adjustment of valve boxes and fire hydrant locations will be included.*

- *It is assumed that that public outreach will be advertised by the VILLAGE. One (1) meeting will be held. The VILLAGE will secure the location of the meeting. Any additional meetings shall result in a fee for additional services. The VILLAGE shall schedule and coordinate the public outreach meeting.*
- *It is assumed that the construction documents will be requested under a separate work authorization.*
- *It is assumed that the construction phase services will be requested under a separate work authorization.*
- *It is assumed that these areas currently have irrigation. The VILLAGE shall provide as much information regarding the existing system and POC as possible in order for the CONSULTANT to prepare a modified irrigation design for the areas of impact.*
- *It is assumed that the structural design of the monument sign will be completed during the building department, permit phase. Those permits will be based on submittals submitted by the VILLAGE's selected contractor.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By: 

Print Name: Jason McClair

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT A - FEE PROPOSAL

Village of Palm Springs - Greenbrier Drive and Davis Road Improvements - Phase 1

Chen Moore and Associates Project # P21.471

	Subconsultant										Total
	Costs	Landscape Designer	Sr Landscape Architect	Senior CAD Technician	Senior Designer	Associate Engineer	Project Engineer	Senior Project Manager	Project Director	Principal	
Hourly Rate		\$110.00	\$140.00	\$90.00	\$120.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00	
TASK 1 – DATA COLLECTION											
1.1 Survey Collection & Coordination	\$3,064.00										\$3,064
1.2 Subsurface Utility Engineering & Investigation	\$3,706.00										\$3,706
1.3 Site Visit		3	2				2		2		\$1,210
1.4 Field Investigation Tech Memo / Conceptual Diagram		8	4				4		2		\$2,280
1.5 Progress Meeting with Village		2	2				2		2		\$1,100
Task 1 Total	\$6,770	\$1,430	\$1,120	\$0	\$0	\$0	\$960	\$0	\$1,080	\$0	\$11,360
TASK 2 – CONCEPTUAL DESIGN											
2.1 Signature Roundabout Conceptuals (2)		6	4								\$1,220
2.2 Monumental Signs (2)											\$0
2.3 Lighting Conceptual (2)		2	4								\$780
2.4 Landscape Architecture Conceptuals (2)		4	8								\$1,560
2.5 Roundabout Roll Plot				2			6		1		\$1,080
2.6 Meeting Exhibits		2	1	4			4		1		\$1,380
2.7 Presentation Materials		15	12	4							\$3,690
2.8 Progress Meeting with Village		2	2				2		2		\$1,100
2.9 Village Council Meeting			4				4		4		\$1,760
Task 2 Total	\$0	\$3,410	\$4,900	\$900	\$0	\$0	\$1,920	\$0	\$1,440	\$0	\$12,570
TASK 3 – 90% DESIGN											
3.1 Cover Sheet				1			2		1		\$510
3.2 General Notes				1			2		1	1	\$720
3.3 Key Sheet / Survey Control							2		1		\$420
3.4 Paving, Grading and Drainage Plan(3 sheets)				8	6		12		4	1	\$3,810
3.5 Details (3 sheets)		2	1	4			14		4	1	\$3,330
3.6 Landscape Plans		4	8								\$1,560
3.7 Irrigation Plans		6	8								\$1,780
3.8 Signing & Pavement Marking Plans							5		1		\$780
3.9 Lighting Plans		2	1								\$360
3.10 Cost Estimate		2	1				4		1		\$1,020
3.11 Progress Meeting							4		2	2	\$1,260
Task 3 Total	\$0	\$1,760	\$2,660	\$1,260	\$720	\$0	\$5,400	\$0	\$2,700	\$1,050	\$15,550
											Total per Task
TASK 1 – DATA COLLECTION											\$11,360
TASK 2 – CONCEPTUAL DESIGN											\$12,570
TASK 3 – 90% DESIGN											\$15,550
TASK 4 – REIMBURSABLES											\$800
TOTAL											\$40,280



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: January 27, 2023

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S03 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 314 G/L CODE: 01441-56300

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: _____

PROJECT TITLE: Greenbrier Drive and Davis Road Improvements - Phase 2

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs ("VILLAGE"), and Chen Moore and Associates ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Chen Moore and Associates (CMA) is pleased to submit the attached of Scope of Services to provide design services at the intersection of Greenbrier Drive and Davis Road. This proposal includes the design of roadway improvements at the intersection mentioned above. These improvements will consist of roadway grading, drainage, sidewalk, striping at the intersections, associated signage leading up to the intersection, landscape architecture and irrigation plans.

II. SCOPE OF SERVICES

Service through a 90% design level will be performed under a separate authorization This authorization includes services past the 90% design level through construction. The following is a description of the services to be provided under this Task Order.

TASK 1 – DATA COLLECTION

Prior to engaging in construction documents, the CONSULTANT will perform field investigations of site conditions including geotechnical engineering services. The CONSULTANT will also perform a preliminary site visit to examine existing conditions and determine any changes since the 90% design plan production and evaluate 90% design.

For the geotechnical evaluation, the subconsultant H2R will perform two (2) pavement cores and two (2) standard penetration test (SPT) borings to a depth of 10-ft. A geotechnical report will be provided that will document the findings and provide infiltration rates, recommendations for bedding and backfill, and recommendations for

restoration.

Once the CONSULTANT has reviewed available drawings and field investigation documentation, a technical memorandum will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss moving to 100% Design.

TASK 2 – 100% DESIGN

Once the VILLAGE staff review of the Task 1 submittal is complete, the CONSULTANT will prepare final 100% design plans and biddable contract documents. Below is a description of the proposed sheets for the final submittal:

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. GATEWAY INTERSECTION PLANS - PLAN VIEW (2 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. PAVING, GRADING AND DRAINAGE – PROFILE (2 sheets at 1" = 20')
7. LIGHTING PLANS
8. SIGNAGE PLANS
9. LANDSCAPE PLANS – PLAN VIEW (4 sheets at 1" = 20')
10. IRRIGATION PLANS – PLAN VIEW (4 sheets at 1" = 20')
11. DETAILS (6 sheets)

The 100% design submittal will also include technical specifications and an updated estimate of probable construction cost. The final submittal will include a review of the standard contract documents from the VILLAGE and a Bid Form to be used for bidding.

TASK 3 – PERMITTING

Once the 90% plans have been completed a pre-application meeting will be scheduled with the SFWMD, LWDD, and FDOT to review the potential changes to the drainage and roadway. A draft permit application will be submitted to applicable entities. The CONSULTANT will prepare drainage calculations and coordinate responses to questions from the permit reviewers and procure the permit prior to finalizing construction documents and the bid services are started.

TASK 4 – BID AND AWARD

The CONSULTANT will provide support for the Bid and Award process to the VILLAGE. The CONSULTANT will prepare an agenda and host a Pre-Bid Meeting to introduce Contractors to the project and discuss key elements of the work. For the purposes of estimating the level of effort, the CONSULTANT will prepare up to two (2) addenda and provide responses to as many as twenty (20) bidder questions, if necessary. Once the bids are received, the CONSULTANT will provide a formal review of the bid submittals and prepare a recommendation to award letter.

TASK 5 – CONSTRUCTION SERVICES

The CONSULTANT will provide construction administration support and field inspections to facilitate the construction effort for the project. The CONSULTANT will facilitate a Pre-Construction Meeting with the selected contractor and will review up to 25 construction submittals and 10 Requests For Information (RFI). The CONSULTANT will coordinate progress meetings every two (2) weeks throughout the construction duration and will provide 10 hours a week of routine progress inspections during the field-oriented construction effort. Daily reports will be prepared to document each day of field inspection. The CONSULTANT will provide a review of each pay application from the Contractor and will facilitate the substantial and final completion walk-through. For the purposes of estimating the level of effort, it is assumed that the construction schedule will be approximately 5 months with 2 months of that time being administrative and 3 months being field work. All testing will be performed by a third-party consultant hired by the contractor.

III. DELIVERABLES

- Task 1 – Data Collection Memorandum (1 digital copy)
- Task 2 – 100% Design (2 hard copies: Plans = 11”x17” & 1 digital copy)
- Task 3 – Permits
- Task 4 – Letter of Recommendation for Bid Award
- Task 5 – Construction Observation Reports

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
TASK 1 – DATA COLLECTION	30	30
TASK 2 – 100% DESIGN	60	90
TASK 3 – PERMITTING	60	150
TASK 4 – BID AND AWARD	30	180
TASK 5 – CONSTRUCTION SERVICES	150	330

* The schedule is based upon the Authority of Jurisdiction (AOJ) conducting a review within 14 calendar days after the AOJ receives the design submittal. All review comments being provided to CONSULTANT within 14 calendar days after the AOJ receives the submittal. An adjustment to the overall schedule will be required in the event the review takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$59,839 as outlined in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
Task 1 – Data Collection	\$9,359
Task 2 – 100% Design	\$16,220
Task 3 – Permitting	\$2,930
Task 4 – Bid and Award	\$6,240
Task 5 – Construction Services	\$25,090
TOTAL	\$59,839

VI. ASSUMPTIONS

- *It is assumed that the design up to 90% will be requested under a separate work authorization.*
- *It is assumed that the VILLAGE will provide payment for the permit fees.*
- *It is assumed that no additional building department, right of way or other types of permits will be required.*
- *It is assumed that no water or sewer design or construction will be necessary.*
- *It is assumed that that bidding will be advertised by the VILLAGE. One (1) meeting will be held. Any additional meetings shall result in a fee for additional services. The VILLAGE shall assist the CONSULTANT in the scheduling and location of the bid meeting.*
- *It is assumed that these areas currently have irrigation. The VILLAGE shall provide as much information regarding the existing system and POC as possible in order for the CONSULTANT to prepare a modified irrigation design for the areas of impact*
- *It is assumed that the construction duration will be 150 days with only 90 onsite work that requires daily inspections.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By: 

Print Name: Jason McClair

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT A - FEE PROPOSAL

Village of Palm Springs - Greenbrier Drive and Davis Road Improvements -Phase 2

Chen Moore and Associates Project # P21.471

Hourly Rate	Subconsultant										Total
	Costs	Landscape Designer	Sr Landscape Architect	Senior CAD Technician	Senior Const Spec Engineer	Associate Engineer	Project Engineer	Senior Project Manager	Project Director	Principal	
	\$110.00	\$140.00	\$90.00	\$125.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00		
TASK 1 – DATA COLLECTION											
1.1 Geotechnical Evaluation & Coordination	\$7,019.46										\$7,019
1.2 Site Visit		2	2					2	2		\$1,170
1.3 Progress Meeting with Village		2	2					2	2		\$1,170
Task 1 Total	\$7,019	\$440	\$560	\$0	\$0	\$0	\$0	\$620	\$720	\$0	\$9,359
TASK 2 – 100% DESIGN											
2.1 Cover Sheet				1			2		1		\$510
2.2 General Notes				1			4		2	1	\$1,140
2.3 Key Sheet / Survey Control							2		1		\$420
2.4 Paving, Grading and Drainage Plan/Profile (6 sheets)				3	2		8		4	2	\$2,620
2.5 Paving, Grading and Drainage Plan Only (2 sheets)							4		2	1	\$1,050
2.6 Details (3 sheets)		2	1	4			4		2	1	\$1,770
2.7 Landscape Plans		4	1								\$580
2.8 Irrigation Plans		4	1								\$580
2.9 Signing & Pavement Marking Plans							4		1		\$660
2.10 Lighting Plans		2	1								\$360
2.11 Technical Specifications		3	1				16		8	2	\$4,250
2.12 Cost Estimate		2	1				4		1		\$1,020
2.13 Progress Meeting							4		2	2	\$1,260
Task 2 Total	\$0	\$1,870	\$840	\$810	\$250	\$0	\$6,240	\$0	\$4,320	\$1,890	\$16,220
TASK 3 – PERMITTING											
3.1 SFWMD						10		3			\$1,465
3.2 LWDD						10		3			\$1,465
3.3 FDOT											\$0
Task 3 Total	\$0	\$0	\$0	\$0	\$0	\$2,000	\$0	\$930	\$0	\$0	\$2,930
TASK 4 – BID AND AWARD											
4.1 Pre-Bid Meeting		4	2				4		2		\$1,560
4.2 Respond to Questions/Addendums		8	4				8		4		\$3,120
4.3 Bid Analysis		4	2				4		2		\$1,560
Task 4 Total	\$1,760	\$1,120	\$0	\$0	\$0	\$1,920	\$0	\$1,440	\$0	\$0	\$6,240
TASK 5 – CONSTRUCTION SERVICES											
5.1 Pre-Construction Meeting		2	1		2		2		4		\$1,570
5.2 Review Submittals		6	4				6		6		\$3,020
5.3 Respond to RFIs		4	2				7		9		\$3,180
5.4 Attend Progress Meetings (12)		2			12		12		6		\$4,240
5.5 Review Pay Applications (6)					6		6		2		\$1,830
5.6 Routine Progress Inspections (2 Hour/Day Typ.)		6			42		8		8		\$8,310
5.7 Substantial Completion					8				6		\$2,080
5.8 Final Completion					4				2		\$860
Task 5 Total	\$2,200	\$980	\$0	\$9,250	\$0	\$4,920	\$0	\$7,740	\$0	\$0	\$25,090
											Total per Task
TASK 1 – DATA COLLECTION											\$9,359
TASK 2 – 100% DESIGN											\$16,220
TASK 3 – PERMITTING											\$2,930
TASK 4 – BID AND AWARD											\$6,240
TASK 5 – CONSTRUCTION SERVICES											\$25,090
TOTAL											\$59,839



VILLAGE OF PALM SPRINGS PROJECT REQUEST FORM

TASK # **314**

Project Name: Greenbrier Dr & Davis Rd Road Improvement

Project Manager: Timothy Crespo

Department: Public Works

Plan Date: 2/1/23

Location: Intersection Greenbrier Dr & Davis Rd

Date Approved:

DESCRIPTION / JUSTIFICATION:

This project is to improve the intersection at Davis Rd & Greenbrier Dr to enhance the safety for bicycles, pedestrians, and motorist. The intersection is a high volume traffic area for the Village of Palm Springs.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	45,000.00	60,000.00					\$ 105,000.00
Construction							\$ 0.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 45,000.00	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 105,000.00

SOURCES OF FUNDS:	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
General Fund Revenue CY	45,000.00	60,000.00					\$ 105,000.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)							\$ 0.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 45,000.00	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 105,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY 2023	FY 2024	FY	FY	FY	FY	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Timothy Crespo

Department Head

2/1/20

Date

PROPOSED TASKS AND ASSOCIATED COSTS

Work to be Completed	Total
Data Collection	\$ 9,359
100% Design	\$16,220
Permitting	\$ 2,930
Bid and Award	\$ 6,240
Construction Services	\$25,090
TOTAL	\$59,839



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Utilities

ITEM #12: Purchase Agreement - Pump Purchase - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.

SUMMARY: The Utilities Department must replace two (2) aging backwash pumps and two (2) aging high-service pumps at the Main Water Treatment Plant. Failures and electrical inefficiencies were noticed with the pumps that needed to be replaced. It is anticipated that the Village will reduce operating costs through reduced electricity, maintenance costs, staff hours, etc. by upgrading the pumps to newer, more reliable, and efficient pumps.

Note: To ensure the lowest possible price and to standardize the types of pumps, accessories, and repair services utilized within our utility processes, the Village issued an Invitation to Bid (ITB) and awarded contracts to three (3) qualified vendors - PSI Technologies, Inc. (WILO), Hudson Pump & Equipment (Barnes), and Wastewater Solutions, LLC (Boesch) on June 9, 2022. This selection by the Village of Palm Springs was completed through a competitive selection process – Submersible Wastewater Pumps, Accessories, and Service (ITB No. 2022B-010 - March 31, 2022).

The Village agreed to the three (3) vendors' terms, conditions, and pricing. The term of each contract is set to expire on June 9, 2025, with a renewal option to extend two (2) additional one (1) year terms.

The approved FY 2024 Budget - Water & Sewer Fund included \$140,000.00 for the purchase of replacement backwash pumps and \$200,000.00 for the purchase of high-service pumps.

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

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

FISCAL IMPACT:

Funds to support the proposed purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Main Water Treatment Plant Back Wash Pump Quote - PSI Technologies, Inc.
2. Main Water Treatment Plant High Service Pump Quote - PSI Technologies, Inc.
3. PSI Technologies - Proposed Cost for Two (2) Backwash Pumps



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

East Plant Back Wash Pump Quotation

Company:	Village of Palm Springs Utilities	Date:	09-26-2023
Contact:	Greg Hamm	Quote#:	TK0920-2023
Street:	226 cypress ln.	Quote Valid:	30 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-635-4282	Shipping:	Included
Email:	ghamm@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Based on Condition of service – 4000 GPM @ 20' TDH		
	Electrical – 460V/3 PH		
	<i>American Marsh standard dimensions included. For a drop in replacement head, American Marsh will need a drawing of the existing discharge head for fabrication.</i>		
1	WILO / American Marsh Vertical Turbine pump – model # 14MFL – 1 stage, NSF Certified. Includes the following: • Short set – 14MFL - 1 Stage - Vertical turbine 1180 RPM, 17.25 Ft. OAL • Bowl assembly • Bowl discharge and suction bell • Column pipe, 14" diameter • Lineshaft • Discharge head – Special 14F17 • Shaft Sealing – pressure packed box with packing • Special coating (Tnemec N140) for bowl assembly, column assembly, and head assembly • Driver: US Motor 40HP 1200 RPM 460V 16.5"BD Inverter Duty Eff, (94.1% nominal) 364TP 6700 # Thrust Capacity, TEFC Enclosure – VHS Type	\$72,900.00	\$72,900.00
	Details provided below		
	Lead Time / 14-16 weeks		
	Delivery and start up is included		
	Total		\$72,900.00

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

East Plant High Service Pump Quotation

Company:	Village of Palm Springs Utilities	Date:	10-03-2023
Contact:	Greg Hamm	Quote#:	TK1005-2023
Street:	226 cypress Ln.	Quote Valid:	30 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-635-4282	Shipping:	Included
Email:	ghamm@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Based on Condition of service – 2500 GPM @ 160' TDH Electrical – 460V/3 PH		
	<i>American Marsh standard dimensions included. For a drop in replacement head, American Marsh will need a drawing of the existing discharge head for fabrication.</i>		
2	WILO / American Marsh Vertical Turbine pump – model # 14WC – 2 stage, NSF Certified. Includes the following: • Short set – 14WC - 2 Stage - Vertical turbine 1780 RPM, 11.25 Ft. OAL • Bowl assembly • Bowl discharge and suction bell • Column pipe, 10" diameter • Lineshaft • Discharge head – Special 12F17 • Shaft Sealing – pressure packed box with packing • Special coating (Themec N140) for bowl assembly, column assembly, and head assembly • Driver: US Motor 125HP 1800 RPM 460V 16.5"BD Inverter Duty Eff, (95.4% nominal) 444TP 9300 # Thrust Capacity, TEFC Enclosure – VHS Type	\$76,200.00	\$152,400.00
	<i>Details provided below</i>		
	Lead Time / 14-16 weeks		
	Installation Not Included		
	Delivery and start up is included		
	Total		\$152,400.00

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'



Customer : PSI Technologies
Reference : vertical turbine

Size / Stages

Short set - 14WC - 2 Stage - Vertical turbine 1780 RPM, 11.25 Ft. OAL / 2

Pump speed

1780 rpm

Pump

Qty	Description
-----	-------------

1	Short set - 14WC - 2 Stage - Vertical turbine 1780 RPM, 11.25 Ft. OAL
---	---

Driver

Driver Options and Accessories

Voltage: All

Bowl

Bowl Assembly

1	Assemble Pumping Unit Complete: Yes - Less Motor, Mechanical Seal(if provided), and Barrel (if provided) NSF/ANSI/CAN 61 & 372 Certification Required.: YES
---	--

1	Bowl Model: 14WC Bowl Lubrication : Open Shaft Impeller Type: Enclosed Bowl Shaft Diameter: 1-15/16"
---	---

Bowl Construction and Material Options

1	Bowl Assembly Materials of Construction: Cast Iron ASTM A48 Class 30 - enamel lined
---	---

1	Bowl Bearing Material: Bronze (Alloy C954) Bowl Wear Ring Material: None Lateral: Standard
---	--

Bowl Bolting

Bolting Option: Standard Bolting

1	Impeller Material: 316 SS (CF8M) Impeller Wear Ring Material: None Impeller Attachment: Collet
---	--

1	Collet Material: 416 SS (AISI Type 416, UNS S41600) Impeller Dynamic Balance: No
---	---

Bowl Shaft Material: 416 SS (AISI Type 416, UNS S41600)

1	Bowl Bolting Material Options: 18-8ss Bowl Bolting (ASTM F593, Group 1, Cond CW) Bowl Coupling Type: Threaded Bowl Shaft Coupling
---	--

1	Bowl Shaft Cplg Material Options: 416 SS (AISI Type 416, UNS S41600)
---	--

Bowl Discharge / Suction Options

Bowl Discharge Type: Top Bowl

Bowl Shaft Projection: 7.5"



Customer : PSI Technologies
Reference : vertical turbine

Pump

Qty	Description
	Bowl Shaft Connection Size: 1-1/2"
	Standard Shaft TPI: Yes
	Shaft TPI: 12 TPI
	Suction Options
	Suction Type: Threaded
	Suction Size: 10"
	Provide Suction Pipe: No
1	Suction Bearing: Bronze (Alloy C954)
	Strainer Type: Basket-Threaded
1	Strainer Material: 316 SS (AISI Type 316, UNS S31600)
	Strainer Length: 11.4375
	Bowl Related Weights (lbs):
	Approx. Total Bowl Assembly Wt. = 727
	Column
	Column Assembly
	Column Type: Flanged
	Column Diameter: 10"
	Column Wall Thickness: 0.365 inch (Sch40)
	Column Material: Steel (ASTM A53, Grade B/A36)
	Column Sections
	Column Section Type: Standard
	Column Section Lengths
1	5 ft. Bottom Section Length
1	2.31 ft. Top Section Length
2	Column Bolting Kits: Coumn Bolting Kit (18-8 SS)
	Lineshaft
	Lineshaft Type: Open (Product Lubricated)
	Lineshaft Diameter: 1-1/2"
1	Lineshaft Material: 416 SS (AISI Type 416, UNS S41600)
	Lineshaft Coupling Type: Threaded
2	Lineshaft Coupling Material: 416 SS (AISI Type 416, UNS S41600)
	Lineshaft BearingType: Rubber
1	Lineshaft Bearing Material: Neoprene
	Lineshaft Sleeve: Shaft Sleeve(s) Not Required
1	Bearing Support (Spiders): Drop-in for Open Lineshaft - 304 SS (AISI Type 304, UNS S30400)
	Column/Shaft Weight (lbs):
	Approx. Column Wt. = 300
	Discharge Head
	Discharge Head Options
	Discharge Head Type: Fabricated Above Ground Discharge
	Discharge Head Material: Steel (ASTM A53, Grade B/A36)
1	Discharge Head Size: 12F17
1	Discharge Head Coupling Guard: Steel
	Provide Head Shaft: Yes
	Headshaft Diameter: 1-1/2"
1	Headshaft Material: 416 SS (AISI Type 416, UNS S41600)

Pump

Qty	Description
1	Headshaft Coupling Type: Threaded
1	Headshaft Coupling Material: 416 SS (AISI Type 416, UNS S41600)
1	Shaft Sealing Type: High pressure packed box (Standard Construction)
1	Stuffing Box Material: Cast Iron (ASTM A48 Class 30)
1	Stuffing Box Bearing Material: Bronze (Alloy C954)
	Steel Foundation Plate (ASTM A36): No
1	Discharge Flange Type: 150# RF Discharge
	Head Related Weights (lbs):
	Approximate Head Weight = 965
Special Coatings	
Bowl Assembly Coating	
	Coating Type Bowl: Type I (Tnemec / Induron)
	Coating Name Bowl: Tnemec N140 Pota-Pox Plus (NSF)
	Coating Thickness Bowl: 2-9 Mils DFT per coat (2 coat system)
	Number of Coats Bowl: Two Coats
	Coating Color Bowl: 00WH Tnemec White
	Items to be Coated - Bowl
1	OD of Bowl (Special Coated/Sand Blast)
Column Assembly Coating	
	Coating Type Column: Type I (Tnemec / Induron)
	Coating Name Column: Tnemec N140 Pota-Pox Plus (NSF)
	Coating Thickness Column: 2-9 Mils DFT per coat (2 coat system)
	Number of Coats Column: Two Coats
	Coating Color Column: 00WH Tnemec White
	Items to be Coated - Column
1	ID and OD of Column (Special Coated / Sand Blast)
Head Assembly Coating	
	Coating Type Head: Type I (Tnemec / Induron)
	Coating Name Head: Tnemec N140 Pota_Pox Plus (NSF)
	Coating Thickness Head: 2-9 Mils DFT per coat (2 coat system)
	Number of Coats Head: Two Coats
	Coating Color Head: 00WH Tnemec White
	Items to be Coated - Head
1	ID of Head (Special Coated / Sand Blast)(Paint OD AMP Red)
1	OD Stuffing Box/Seal Housing (Special Coated / Sand Blast) Unwetted parts coated same as head OD
Testing (Pump)	
	Bowl Performance Test
1	Performance Test Non-Witness
	Performance Test Options
	Test with Customer Motor - NO
HI Test Acceptance Grades and Corresponding Tolerance Band and Curve Approval	
	Customer Approval Requirements:: Customer approval of test data not included
	Test Acceptance Grade: None Specified
	Pump Test Acceptance Grade: 2B
	Hydrostatic Testing



Customer : PSI Technologies
Reference : vertical turbine

Pump

Qty	Description
1	Bowl Hydrostatic Test - Non-Witness Test Flanged Column Hydrostatic Test - NO Discharge Head Hydrostatic Test - NO Other Optional Features or Requirements Spare Parts Spare Parts: No Spare Parts Provided Engineering Options Mil Certs: Material Certifications Required - NO Non Destructive Testing: Non-Destructive Testing Required - NO Standard O&M Manuals (1 copy) Special Engineering Drawings - NO Seismic Anchorage Calculations: NO
1	Natural Frequency Analysis (Fab Heads Only) Via FEA: YES Special Services / Warranty Options Expedite Fees: Expedite Order Delivery - NO FieldService: Field Service/Start-up Services Required - NO Warranty: Standard Manufacturers Warranty Special Tools / Special Options Special Tools: Special Assembly Tools Required - No Other Specials: Other Special Options - NO Freight / Shipping Charges: No Freight and/or Shipping Charges Included Crating Charges: No Crating or Skidding

Driver

Qty	Description
1	Driver Primary Pump Driver Type: Electric Motor Driver Options and Accessories Driver Shaft Type: VHS Driver Size: 125HP Phase: Three Enclosure: TEFC Steady Bushing: No Inverter Duty Motor Required: Yes
1	Driver: US Motor 125HP 1800RPM 460V 16.5"BD Inverter Duty Eff (95.4% nominal) 444TP 9300 # Thrust Capacity, TEFC Enclosure - CHT125V2CLG Manufacturer: US Driver Manufacturer Option: Driver Manufacturer Subject to Change Based on Availability Unless Required by Customer Driver BX: 1-1/2" Driver Base Diameter: 16.5" BD Driver CD: Provided Motor CD = 42.5 Control Panels Control Panel: None Fuses: None Start panel: None

Item number	: 001	Size	: 14WC
Service	: P-1	Stages	: 2
Quantity	: 1	Based on curve number	: 14WC
Quote number	: 2067535	Basic model number	: -
		Date last saved	: 27 Sep 2023 10:19 AM

Operating Conditions

Flow, rated	: 2,500.0 USgpm
Differential head / pressure, rated (requested)	: 160.0 ft
Differential head / pressure, rated (actual)	: 159.2 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1780 rpm
Impeller diameter, rated	: 11.81 in
Impeller diameter, maximum	: 11.81 in
Impeller diameter, minimum	: 10.50 in
Efficiency (bowl / pump)	: 82.11 / 80.80 %
PEI (CL)	: -
NPSH required / margin required	: 21.22 / 0.50 ft
Ns (total flow) / Nss (imp. eye flow)	: 3,840 / 8,322 US Units
MCSF	: 1,710.6 USgpm
Head, maximum, rated diameter	: 269.9 ft
Head rise to shutoff (bowl / pump)	: 69.51 / 71.32 %
Flow, best eff. point (bowl / pump)	: 2,868.8 / 2,824.6 USgpm
Flow ratio, rated / BEP (bowl / pump)	: 87.14 / 88.51 %
Diameter ratio (rated / max)	: 100.00 %
Head ratio (rated dia / max dia)	: 100.00 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Near miss

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

Material selected	: Cast iron - Standard
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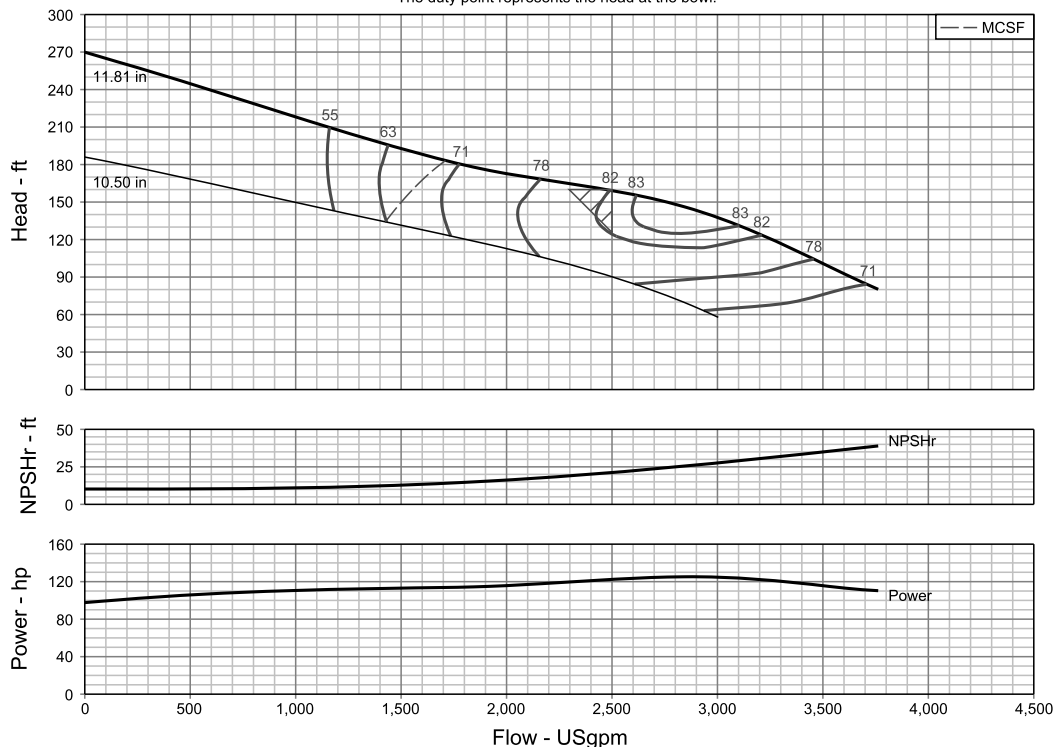
Pressure Data

Maximum working pressure	: See the Additional Data page
Maximum allowable working pressure	: See the Additional Data page
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: See the Additional Data page

Driver & Power Data (@Max density)

Driver sizing specification	: Rated power
Margin over specification	: 0.00 %
Service factor	: 1.15
Power, hydraulic	: 100 hp
Power (bowl / pump)	: 122 / 123 hp
Power, maximum, rated diameter	: 126 hp
Minimum recommended motor rating	: 125 hp / 93.21 kW

Bowl performance. Adjusted for construction and viscosity.
The duty point represents the head at the bowl.





Customer : PSI Technologies
Reference : vertical turbine

Pump Performance - Additional Data

American-Marsh Pumps Quotation System 23.2.0

Item number	: 001	Size	: 14WC
Service	: P-1	Stages	: 2
Quantity	: 1	Speed, rated	: 1780 rpm
Quote number	: 2067535	Intellicode	:
		Date last saved	: 27 Sep 2023 10:19 AM

Performance Data

Head, maximum diameter, rated flow	: 159.2 ft
Head, minimum diameter, rated flow	: 90.26 ft
Head, maximum, rated diameter	: 269.9 ft
Efficiency adjustment factor, total	: 0.98
Power adjustment, total	: 2.45 hp
Head adjustment factor, total	: 1.00
Flow adjustment factor, total	: 1.00
NPSHR adjustment factor, total	: 1.00
User applied performance adjustment comments	:
NPSH margin dictated by pump supplier	: 0.50 ft
NPSH margin dictated by user	: 0.00 ft
NPSH margin used (added to 'required' values)	: 0.50 ft

Mechanical Limits

Torque, rated power, rated speed	: 6.91 hp/100 rpm
Torque, maximum power, rated speed	: 7.07 hp/100 rpm
Torque, driver power, full load speed	: 7.00 hp/100 rpm
Torque, driver power, rated speed	: 7.00 hp/100 rpm
Torque, pump shaft limit	: 35.77 hp/100 rpm
Radial load, worst case	: -
Radial load limit	: -
Impeller peripheral speed, rated	: -
Impeller peripheral speed limit	: -

Various Performance Data

	Flow (USgpm)	Head (ft)	Efficiency (%)	NPSHr (ft)	Power (hp)
Shutoff, rated	0.00	269.9	-	-	97.66
Shutoff, maximum	0.00	269.9	-	-	97.66
MCSF	1,710.6	183.2	69.57	14.05	114
Rated flow, minimum	2,500.0	90.26	78.89	-	72.21
Rated flow, maximum	2,500.0	159.2	82.11	-	122
BEP flow, rated	2,868.8	144.9	83.84	25.82	125
120% rated flow, rated	3,000.0	137.7	83.59	27.61	125
End of curve, rated	3,762.3	80.19	69.02	38.94	110
End of curve, minimum	3,003.8	57.80	68.59	0.00	63.90
End of curve, maximum	3,762.3	80.19	69.02	38.94	110
Maximum value, rated	-	269.9	83.84	-	126
Maximum value, maximum	-	-	83.84	-	125

System differential pressure

Differential pressure, rated flow, rated (psi)	
Differential pressure, shutoff, rated (psi)	
Differential pressure, shutoff, maximum (psi)	

Discharge pressure

Discharge pressure, rated flow, rated (psi.g)	
Discharge pressure, shutoff, rated (psi.g)	
Discharge pressure, shutoff, maximum (psi.g)	

Ratios

Maximum flow / rated flow, rated	: 150.49 %	Head rated diameter / head minimum diameter, rated flow	: 176.42 %
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Stage, Speed and Solids Limits

Stages, maximum	: 16
Stages, minimum	: 1
Pump speed limit, maximum	: 2200 rpm
Pump speed limit, minimum	: 800 rpm
Curve speed limit, maximum	: 2200 rpm
Curve speed limit, minimum	: 300 rpm
Variable speed limit, maximum	: -
Variable speed limit, minimum	: 100 rpm
Solids diameter limit	: 1.50 in

Energy Indexes

Bare pump model number	: 14WC
Basic model number	: -
PEI CL/VL	: - / -
ER CL/VL	: - / -

Typical Driver Data

Driver speed, full load	: 1785 rpm
Driver speed, rated load	: 1785 rpm
Driver efficiency, 100% load	: N/A
Driver efficiency, 75% load	: N/A
Driver efficiency, 50% load	: N/A

@ Density, rated

68.91	68.91
116.8	116.8
116.8	116.8

@ Density, max

@ Suction pressure, rated	@ Suction pressure, max	@ Suction pressure, rated	@ Suction pressure, max
68.91	68.91	68.91	68.91
116.8	116.8	116.8	116.8
116.8	116.8	116.8	116.8

Head and Power Losses

Friction loss rate, column	: 5.40 %
Friction loss, column	: 0.39 ft
Friction loss, discharge head	: 1.06 ft
Friction loss, can/barrel	: -
Friction loss, suction bell and strainer	: 0.00 ft
Friction loss, bowl/column adaptor	: 0.23 ft
Friction loss, total	: 1.68 ft
Power loss, lineshaft bearings	: 0.12 hp
Power loss, thrust bearing	: 0.55 hp
Power loss, total	: 0.67 hp

Bowl vs. Pump Performance

Head (bowl / pump)	: 159.2 ft / 157.6 ft
Efficiency (bowl / pump)	: 82.11 % / 80.80 %
Power (bowl / pump)	: 122 hp / 123 hp
NPSH required at first stage impeller eye	: 21.22 ft

Weights and Down Thrust

Weight, lineshaft	: 61.37 lb
Weight, bowl assembly rotating element	: 85.58 lb
Thrust factor	: 24.80 lb/ft
Thrust, hydraulic (rated / max)	: 3,942.1 / 6,682.4 lbf
Thrust, bowl shaft end (rated / max)	: 0.00 / 0.00 lbf
Thrust, shaft step (rated / max)	: 77.76 / 77.76 lbf
Thrust, stuffing box sleeve (rated / max)	: -43.21 / -43.21 lbf
Thrust, total (rated / max)	: 4,123.7 / 6,863.9 lbf
Thrust Limit	: -

* Rated thrust @ rated head, density, and suction pressure where applicable

* Max thrust @ max head, density, and suction pressure where applicable

Pressure Data

	Maximum working pressure (psi.g)	Maximum allowable working pressure (psi.g)	Hydrostatic test pressure (psi.g)
Bowl	116.8	372.0	558.0
Column	116.8	827.0	-
Discharge head	116.8	275.0	-
Can/Barrel	-	-	-

Torque Limits

Torque, lineshaft limit	: 15.62 hp/100 rpm
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Dimensions

Minimum clearance below suction bell lip/case	: 14.00 in
Minimum well diameter	: 0.00 in
Suction nozzle centerline height	: -
Suction to first stage impeller centerline	: 9.31 in
Bowl assembly length, first stage	: 22.56 in
Bowl assembly length, upper stage	: 13.25 in
Bowl assembly length, total	: 35.81 in
Suction bearing hub length	: 0.00 in
Strainer length	: 11.44 in
Bowl to column adaptor length	: 0.00 in
Discharge head stick-down	: 0.00 in

Submersible motor adaptor length	: -
Submersible motor length	: -
Column length	: 7.31 ft
Total pump length	: 11.25 ft
Can / barrel length	: -
Stuffing box sleeve diameter	: 1.75 in
Suction bell diameter	: 13.75 in
Minimum submergence to prevent vortexing	: 34.00 in
Actual submergence (based on LLL)	: 124 in
Discharge head height	: 35.00 in
Discharge nozzle centerline height	: 13.00 in
Min distance discharge nozzle centerline to suction bell	: 0.00
Lineshaft length	: 10.23 ft
Bowl shaft diameter	: 1.94 in
Bowl diameter, outside	: 14.00 in
Bowl diameter, exit	: 11.34 in
Column diameter, inside	: 10.19 in
Column internal obstruction diameter	: 2.88 in
Can/barrel diameter, inside	: -
Can/barrel obstruction diameter	: -

NPSH

NPSH at bowl (available / required)	: Ample / 21.22 ft
NPSH at low liquid level (available / required)	: Ample / 11.70 ft
NPSH at suction flange (available / required)	: - / -

Liquid Velocities

Column liquid velocity	: 10.69 ft/s
Discharge head liquid velocity	: 7.20 ft/s
Can liquid velocity	: -
Suction nozzle liquid velocity	: -



Customer : PSI Technologies
Reference : vertical turbine

Pump Performance - Additional Data

American-Marsh Pumps Quotation System 23.2.0

Additional Design Conditions

NSF/ANSI/CAN 61 & 372 Certification Required	: YES	Pump Length Definition	: Total pump length (OAL)
Pump Design	: Short set	Length Value	: 11.25 ft
Impeller Type	: Enclosed Impeller	Pumping Level (From Bottom of Head to Liquid)	: ft
Driver Type	: VHS Driver	NPSH Measurement Location	: Bowl
Head Measurement Location	: Top of bowl		

Bowl Options

Impeller Fastener	: Collet	Bowl Suction Connection Size	: 10 inch
Bowl Shaft Material	: 416ss	Bowl Suction Type	: Threaded
Bolting	: Standard Bolting	Suction Strainer Type	: Threaded basket
Bowl Discharge Type	: Top Bowl		

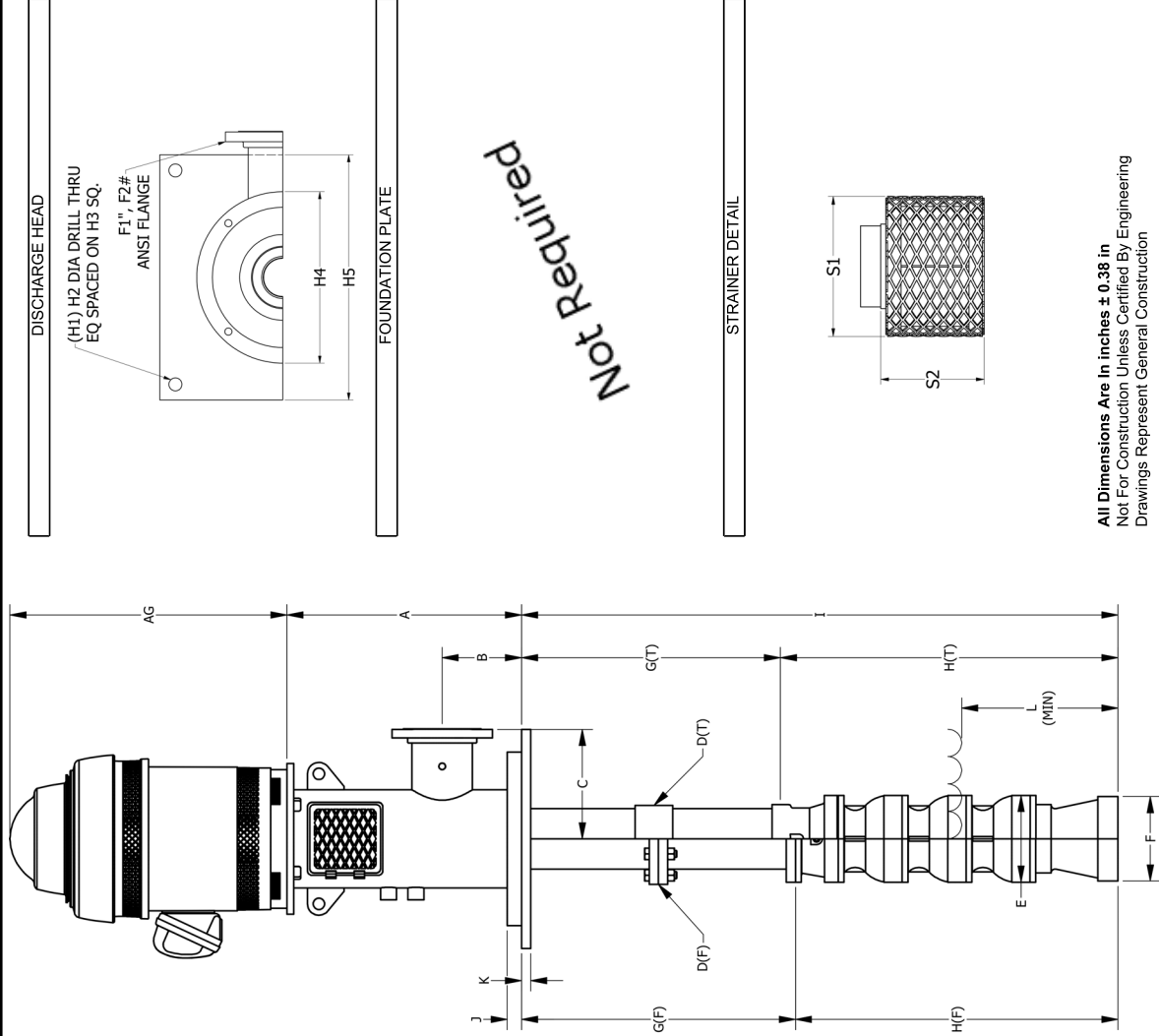
Column Options

Column Diameter	: 10 inch	Lineshaft Diameter	: 1-1/2"
Column Type	: Flanged	Lineshaft Material	: 416ss
Lineshaft Coupling Type	: Standard Threaded Shaft Coupling	Lineshaft Lubrication	: Open Lineshaft Product Lubricated

Discharge Head Options

Discharge Head Type	: Fabricated Steel	Discharge Head Flange Rating	: Class 150
Larger Head Diameter Required	: Yes	Discharge Head Column Connection	: Flanged
Discharge Head Size	: 12" Discharge		

GENERAL ARRANGEMENT DRAWINGS



All Dimensions Are In inches $\pm$ 0.38 in
Not For Construction Unless Certified By Engineering
Drawings Represent General Construction

A	B	C	D(F)	E	F	G(F)	H(F)	I	J	K	L	M	N	AG
35.00	13.00	14.00	14.63	14.00	13.75	87.75	35.81	124	2.50		34.00			48.13

[illegible]

Vertical Turbine Pump						
480 SERIES VT						
Open Lineshaft Product Lubricated						
GENERAL DATA						
FLOW	2,500.0 USgpm	HEAD	160.0 ft			
LIQUID	Water	SG	1.000 SG			
LIQUID TEMP	68.00 deg F	VISCOSITY	1.00 cP			
PUMP DATA						
BOWL MODEL	14WC	STAGES	2			
BOWL SFT DIA	1.94 in	LINESHAFT DIA	1.50 in			
IMPELLER CONN. TYPE	Collet	COLUMN SIZE	10.00 in			
COLUMN CONN. TYPE	Flanged	COL WALL / COL SCH	0.36 in			
TOTAL RATED THRUST	4,123.7 lb					
MECHANICAL SEAL DATA						
MFGR	John Crane	TYPE	1345 Packing			
SIZE	0.31 in	API CODE	-			
PUMP MATERIAL DATA						
BOWL	Cast Iron	IMPELLER	316 SS			
BOWL WR	None	IMP WR	None			
BOWL SHAFT	416 SS	LINESHAFT	416 SS			
STRAINER	-	COL PIPE	Steel			
DISCHARGE HEAD	Steel	COL FLANGE	Steel			
MOTOR DATA						
MFR.	US	FRAME	444TP			
HP	125	RPM	1780			
PHASE	Three	VOLTS	All			
CYCLES	60	ROTATION	-			
TYPE	VHS	ENCLOSURE	TEFC			
WEIGHTS						
EST. PUMP WT.	2,036.0 lb	EST. MOTOR WT.	1,900.0 lb			
CERTIFICATION CONTENT						
CUSTOMER			PSI Technologies			
SERVICE			P-1			
ITEM NUMBER			001			
P.O. NUMBER			-			
QUOTE NO.			2067535			
DATE			27 Sep 2023 9:57 AM			
CERTIFIED FOR			-			
CERTIFIED BY			-			

DO NOT OPERATE THIS MACHINE WITH OUT PROTECTIVE GUARD IN PLACE. ANY OPERATION OF THIS MACHINE WITHOUT PROTECTIVE GUARD CAN RESULT IN SEVERE BODILY INJURY

Vertical Turbine - 14WC - 2 Stage

PSI TECHNOLOGIES INC - STANDARD TERMS OF SALE - PARTS & SERVICE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are "Made to Order" therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.

**PSI TECHNOLOGIES – PROPOSED COST TWO (2) BACKWASH
PUMPS**

<u>Item</u>	<u>Amount</u>
Main Water Treatment Plant (2 Backwash Pumps) PSI Technologies	\$145,800.00
Main Water Treatment Plant (2 High Service Pumps) PSI Technologies	\$152,400.00
Total	\$298,200.00



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Utilities

ITEM #13: Sodium Hypochlorite Contract - Piggyback - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Allied Universal Corporation

SUMMARY: The Utilities Department, throughout the year, purchased Sodium Hypochlorite, which is a critical chemical component in the water treatment process and works in conjunction with ammonia to create chloramine used as a disinfectant. The Village utilizes chloramine as a long-lasting disinfectant that aids in ensuring that we maintain compliance with Health Department standards and provide high-quality water for our customers. The Village currently uses Allied Universal Corporation to assist with this type of chemical, and the previously piggybacked contract (from Charlotte County) expired on September 30, 2023.

To ensure the lowest possible price, staff recommended the Village piggyback Charlotte County's current contract and awarded Allied Universal Corporation. This selection by Charlotte County was completed through a competitive selection process - Water and Wastewater Chemicals (ITB #2023000617 - August 16, 2023).

If approved, the Village would accept Allied Universal Corporation's pricing by piggybacking Charlotte County's contract, including all terms, conditions, and pricing therein. The term of the proposed Agreement would expire on September 30, 2024, and may be renewed for two (2) additional one (1) year periods. The Village will not expend more than the amount in the approved budget as it may be adopted/amended yearly for these goods and services over the contract term.

The Village's Purchasing Code, Section 58-9, Accessing Contracts of Other Government Agencies, provides that the Village may award a contract by piggybacking or accessing the goods 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 the same or substantially similar goods and/or services were competitively solicited.

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

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

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2024 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. Allied Universal - Approval to Piggyback
2. Charlotte County - Contract Award
3. Charlotte County - Invitation to Bid
4. Charlotte County - Bid Tabulation



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

Agosto 30, 2023

Village of Palm Springs
Paul H. Ward
Utility Superintendent
360 Davis Road
Palm Springs, FL 33461
Ph.: 561.434.5877
Email: Pward@vpsfl.org

Re: Bid# 2023000617
Sodium Hypochlorite

Dear Paul:

Please use this letter as confirmation that Allied Universal Corporation will offer the Village of Palm Springs piggyback agreement on Charlotte County, Bid# 2023000617 for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite/Bulk \$1.53/gl (Full Truckloads)

The term of this "piggyback" agreement is from October 1, 2023 to September 30, 2024 during which the Village of Palm Springs agrees to purchase from Allied Universal Corporation Sodium Hypochlorite.

If you agree with this offer along with the terms and conditions as stated on the original bid, and wish to be included in this Bid contract please signify by signing this letter and returning by September 29, 2023 to bids@allieduniversal.com

We look forward to hearing from you.

Respectfully,

ALLIED UNIVERSAL CORPORATION

VILLAGE OF PALM SPRINGS

J. Palmer, AUC President – CEO

Title: _____
Date: _____

cc: Tim Koziatek, VP of Sales
R. Fernandez, Regional Sales Manager
D. Stockdale, Sales Representative
S. Moros, Bid Coordinator

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

2100 Port Road
West Memphis, AR 72301
870-732-3107



Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

September 28, 2023

Cristhianne Munguia
Allied Universal Corporation
3901 NW 115 Ave
Miami, Florida 33178

RE: NOTICE OF ACCEPTANCE

Dear Ms. Munguia:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of award of Bid #23-617, Water and Wastewater Chemicals – Annual Contract, submitted by Allied Universal, for Sodium Hypochlorite Solution at the unit price of \$1.53 per gallon on September 26, 2023. The acceptance of your Bid Form, properly executed by an author representative of the company, constitutes a binding contract.

You are to submit proof of Certificate of Insurance. The Certificate of Insurance must name '**Charlotte County**' as additional insured and include Charlotte County under certificate holder. The certificate shall contain the following language:

'Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Comprehensive General Liability and Business Auto Liability Policies and must be listed as such on the Insurance Certificate. Charlotte County to be named insured as: **Charlotte County**.

Your signature below represents your concurrence with, and acceptance of the terms set forth in this letter and bid submitted by your company on August 16, 2023. Please sign and return via email to Rhiannon.Mills@charlottecountyfl.gov. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect from October 1, 2023, through and including September 30, 2024, with option to renew for two (2) additional one-year terms, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Rhiannon Mills, Contract Specialist, at 941-743-1374.

Yours truly,

Alisa True for
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

Cc: File

ACCEPTED:


Cristhianne Munguia

Date: September 28, 2023

PURCHASING

18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948
Phone: 941.743.1374 | Fax: 941.743.1384



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2023000617
WATER AND WASTEWATER CHEMICALS – ANNUAL CONTRACT

This is an annual contract for the purchase of water and wastewater chemicals to be utilized by the Utilities Department.

There will not be a Pre-Bid Conference for this project. Please send all questions to the email address below.

BID OPENING: 2:00 p.m., (EST), AUGUST 16, 2023
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 236172. Any questions can be answered by contacting Rhiannon Mills, Senior Contract Specialist at 941.743.1374 or email: Rhiannon.Mills@CharlotteCountyFl.gov.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability
Posted: August 3, 2023



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
WATER AND WASTEWATER CHEMICALS - ANNUAL CONTRACT
BID NO. 2023000617**

DUE DATE: AUGUST 16, 2023

DEPT: UTILITIES

Company Names ►			Hawkins, Inc.		Brenntag Mid South		Donau Carbon US LLC		Shannon Chemical Corp.	
Location ►			Apopka, FL		Orlando, FL		Dunnellon, FL		Malvern, PA	
Description ▼	Unit	Qty	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Calcium Hypochlorite-100 # drums	ea	700	\$ 349.00	\$ 244,300.00	\$ 225.30	\$ 157,710.00		\$ -		\$ -
How many drums per pallet			16		18					
Per pallet price	ea	1	\$ 5,360.00		\$ 4,055.40					
Sulfuric Acid	gal	3000	\$ 5.15	\$ 15,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sodium Hydroxide- 55-gal drum	drum	6	\$ 375.00	\$ 2,250.00	\$ 341.00	\$ 2,046.00	\$ -	\$ -	\$ -	\$ -
Ammonium Sulfate	ea	37,200	\$ 4.85	\$ 180,420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sodium Hypochlorite Solution	gal	606,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Antiscalant-55-gal drum	drm	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Corrosion Inhibitor (55-gal drum)	drm	6	\$ 1,072.50	\$ 6,435.00	\$ 973.00	\$ 5,838.00	\$ -	\$ -	\$ 1,717.17	\$ 10,303.02
Polymer-250-gal totes	ea	24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Citric Acid - 55-gal drum	drm	8	\$ 850.00	\$ 6,800.00	\$ 638.25	\$ 5,106.00	\$ -	\$ -	\$ 1,517.17	\$ 12,137.36
Powdered Activated Carbon 40/50 lb bags	lb	40,000		\$ -		\$ -	0.993	\$ 39,732.00		\$ -

Company Names ►			Univar Solutions USA Inc.		Solenis LLC		Amaya Solutions dba American Water Chemicals		Allied Universal	
Location ►			Kent, WA		Wilmington, DE		Plant City, FL		Miami, FL	
Description ▼	Unit	Qty	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Calcium Hypochlorite-100 # drums	ea	700		\$ -				\$ -		\$ -
How many drums per pallet										
Per pallet price	ea	1								
Sulfuric Acid	gal	3000		\$ -		\$ -			\$ -	\$ -
Sodium Hydroxide-55-gal drums	ea	6	\$ 340.00	\$ 2,040.00		\$ -	\$ -	\$ -	\$ -	\$ -
Ammonium Sulfate	gal	37,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sodium Hypochlorite Solution	gal	606,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.53	\$ 927,180.00
Antiscalant-55-gal drum	drm	14	\$ -	\$ -	\$ -	\$ -	\$ 775.50	\$ 10,857.00	\$ -	\$ -
Corrosion Inhibitor (55-gal drum)	drm	6	\$ -	\$ -	\$ -	\$ -	\$ 909.51	\$ 5,457.06	\$ -	\$ -
Polymer-250-gal totes	ea	24	\$ -	\$ -	\$ 3,549.50	\$ 85,188.00	\$ -	\$ -	\$ -	\$ -
Citric Acid - 55-gal drum	drm	8	\$ 677.60	\$ 5,420.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Powdered Activated Carbon 40/50 lb bags	lb	40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Company Names ►

Polydyne, Inc.

Carbon Activated Corp.

1

[illegible]



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Utilities

ITEM #14: Authorize Emergency Repair - Springdale Lift Station - Utilities Department (FY 2024 Budget - Water & Sewer Enterprise Fund)

SUMMARY: The Utilities Department needs to perform emergency repair services on piping within the Springdale Lift Station. In September 2023, the Utilities staff noticed cracked piping during the installation of new submersible pumps. After a thorough investigation of the station, the 6-inch discharge piping had multiple cracks that were preventing the station from running efficiently.

To mitigate the risk to public safety and prevent any further issues from developing at the Springdale Lift Station, immediate repair to all of the discharge piping is needed. Due to the depth of the wet well and the special equipment needed to enter the wet well, Village staff were unable to repair it without the use of a contractor. The Utilities Department will be utilizing Hinterland Group, Inc. to complete the needed repairs at a cost of \$36,182.66. The repair will be made using the existing and approved piggyback contract from Indian River County authorized during the August 2023 Village Council meeting. This emergency repair cost includes all required labor, materials, and temporary bypass to complete the repair.

This repair was not included in the approved FY 2024 Budget approved by the Village Council. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the \$36,182.66 at a later date.

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

The proposed quote was prepared by Hinterland Group, Inc. and reviewed by the Utilities Director, Assistant Utilities Director, and Finance Director.

The Village has worked with the proposed vendor for emergency repairs and has received excellent service.

FISCAL IMPACT:

Funds to support this proposed equipment purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Proposed Repair Quote - Hinterland Group, Inc.



Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

(561) 640-3503 - Phone

FAX - 561-640-3504

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 20-0015-06R1

ADDRESS

Village of Palm Springs
Andy Klausner
aklausner@vpsfl.org

DATE: 10/4/2023

JOB NAME: Springdale LS Repairs

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Line Item #2 - Mobilization	1	LS	\$2,000.00	\$2,000.00
Line Item #8 - Confined Space Entry	1	LS	\$113.46	\$113.46
Line Item #17 - Traffic Cones	30	DAY	\$3.40	\$102.00
Line Item #33 - 6" Bypass Pump Setup	1	EA	\$340.38	\$340.38
Line Item #34 - 6" Bypass Pumping Operation	3	DAY	\$794.22	\$2,382.66
Line Item #51 - 6" Megalug Joint Restraint	2	EA	\$136.15	\$272.30
Line Item #107 - 6" DIP Fittings	2	EA	\$680.76	\$1,361.52
Line Item #128 - 6" Vertical Discharge (DIP) (up to 15 LF)	2	EA	\$4,311.48	\$8,622.96
Line Item #129 - 6" Discharge Piping (Beyond 15 LF)	10	LF	\$226.92	\$2,269.20
Line Item #146 - 6" Pump Discharge Base	2	EA	\$3,630.72	\$7,261.44
Line Item #151 - 2" - SSTL Pump Guide Rails	80	VF	\$51.06	\$4,084.80
Line Item #153 - 2" SSTL Guide Rail Brackets	2	EA	\$397.11	\$794.22
Line Item #219 - Vacuum Truck	8	HR	\$255.29	\$2,042.32
Line Item #267 - Pressure Washing	420	SF	\$5.67	\$2,381.40
Line Item #274 - Remove and Dispose Pipes up to 6"	40	LF	\$11.35	\$454.00
Base Plates	2	EA	\$850.00	\$1,700.00
TOTAL				\$36,182.66

Notes:

1. Pricing is based on Indian River Contract No. 2019047 - Annual Bid for Lift Station Rehab
2. Discharge piping to be DIP
3. Includes removal and replacement of bases through top 90, including new base plates

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: _____

Accepted Date: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Administration

ITEM #15: Palm Beach Transportation Planning Agency (TPA) - Vision 2050 Long Range Transportation Plan

SUMMARY: Mr. Brian Ruscher, Deputy Director of Multimodal for the Palm Beach TPA, will make a brief presentation on the community engagement planned for the 2050 Long Range Transportation Plan.

FISCAL IMPACT:

There is no direct fiscal impact to the Village.

ATTACHMENTS:

1. TPA Mobility Vision Workshops Flyer

MOBILITY VISION WORKSHOPS

The public is invited to join the The Palm Beach Transportation Planning Agency (TPA) at the first series of in-person workshops to assess several **high priority transit corridors** across Palm Beach County and for the **Vision 2050 Long Range Transportation Plan**.

Each workshop will focus on ways to improve walking, bicycling, transit access and additional roadway improvements.

Learn more about the 2050 LRTP at www.PalmBeachTPA.Org/LRTP



Meeting Locations

Palm Beach Gardens

October 16, 2023 from 4 - 6 p.m.
Council Chambers
10500 N. Military Trail, Palm Beach Gardens, FL 33410

Palm Springs

October 17, 2023 from 4 - 6 p.m.
Village Hall
226 Cypress Lane Palm Springs, FL 33461

Delray Beach

October 18, 2023 from 4 - 6 p.m.
Delray Beach Golf Course
2200 Highland Ave, Delray Beach, FL

Greenacres

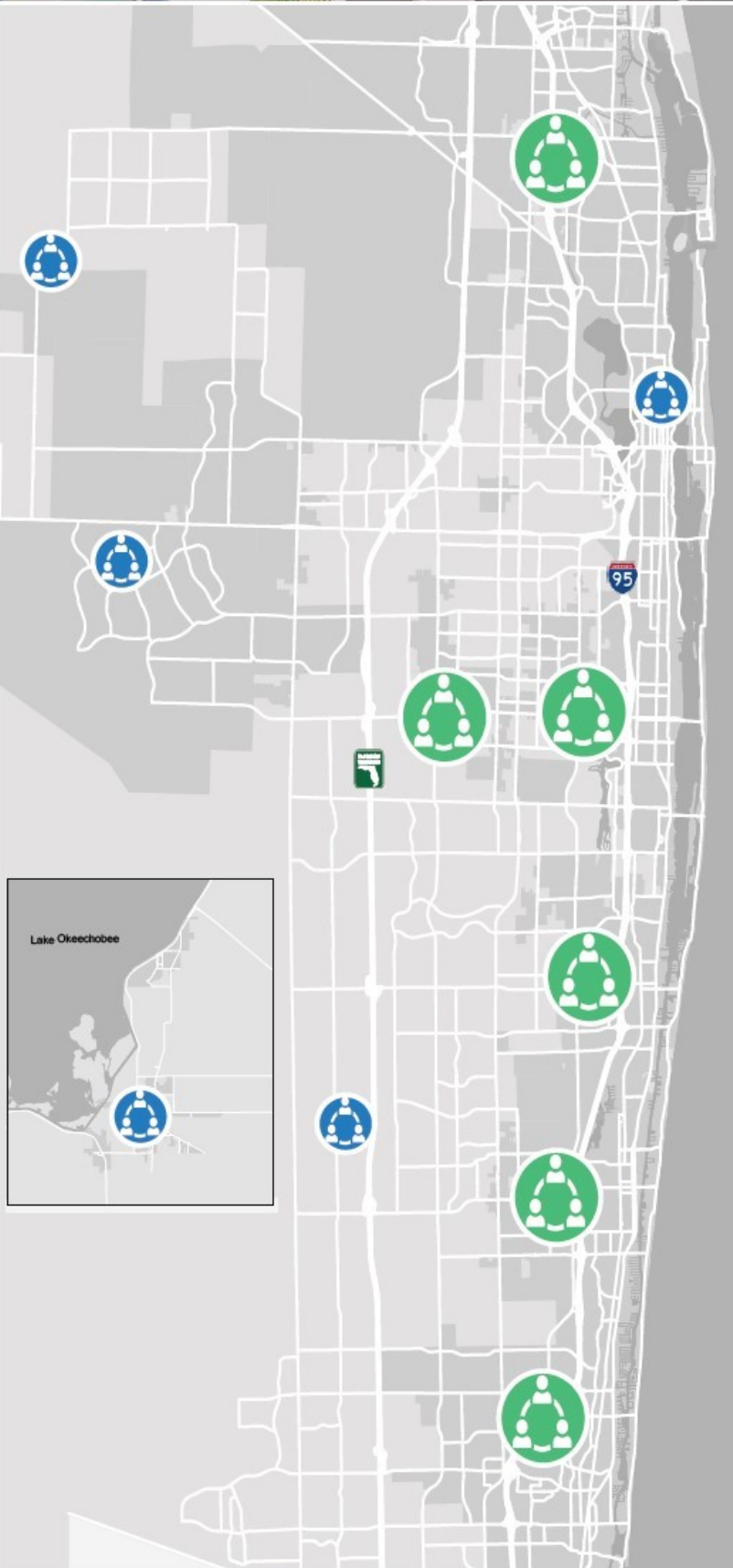
October 23 from 4 - 6 p.m.
Greenacres Community Center Banquet Hall
501 Swain Blvd, Greenacres, FL 33463

Boynton Beach

October 24, 2023 from 4 - 6 p.m.
Boynton Beach City Hall, Room 115
100 E Ocean Ave, Boynton Beach, FL 33435

Boca Raton

October 25, 2023 from 4 - 6 p.m.
Spanish River Library
1501 Spanish River Blvd, Boca Raton, FL 33431



PALM BEACH
Transportation
Planning Agency

Phone : 561-725-0800 Website: PalmBeachTPA.org



Additional workshop locations
to be announced in early 2024.

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, city government week is a very important opportunity to spread the word to all citizens that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Village encourages all citizens, city government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs do hereby proclaim October 16 – 22, 2023 as:

"City Government Week in Palm Springs"



*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed*
Mayor **Beverly Smith**

Date **October 12, 2023**



Village of Palm Springs

Executive Brief

AGENDA DATE: October 12, 2023

DEPARTMENT: Administration

ITEM #17: Appointment of Council Member to District Seat #1

SUMMARY: Due to the resignation of Council Member Douglas Gunther on August 17, 2023, a vacancy exists for the District #1 Council seat. The Village Charter in Section 3.07 provides that a vacancy shall be filled by a majority vote of the Council until the next election.

Section 3.07(d) Filling of vacancies. A vacancy on the council shall be filled by a majority vote of the remaining members of the council for the period of time until the next election, when a council member shall be elected for the remainder of the term vacated. If there is more than six months remaining in the unexpired term and a majority of the remaining council members cannot reach a decision within 60 days after a vacancy occurs, then the vacancy shall be filled at a special election.

Mrs. Kimberly Schmitz submitted a letter of interest on September 5, 2023, requesting to be considered for appointment to the District #1 Council seat to serve until the next Municipal Election in March 2025. In March 2025, the District #1 Council Seat will be up for election.

FISCAL IMPACT:

ATTACHMENTS:

None